

MILITARY DEPARTMENT
OFFICE OF THE ADJUTANT GENERAL
10601 Bear Hollow Drive, Box 12
Rancho Cordova, California 95670-6350



July 24, 2026

Purchasing and Contracting Branch

Subject: Addendum 1 to Invitation for Bid, Event #39738
Groundwater, Soil Vapor Gas Monitoring & Reporting Service
Camp Roberts, San Miguel, California

The following changes to the Invitation for Bid (IFB) have been made and shall be part of the contract document issued from this solicitation:

The bid deadline shall be extended to Monday, August 3, 2026 at 2PM PST.

For reference regarding question #3, the current contract has been attached to this addendum.

An updated proposal form has been attached to this addendum. This updated proposal form must be submitted with your proposal or your bid may be considered non-responsive.

The following are the questions and answers submitted for this solicitation:

1. Sampling is on an annual basis, why is the bid sheet based on a monthly basis?

Please see updated attached proposal form.

2. Who is the current contractor?

The current contractor is MECA Consulting Inc. dba Millennium Consulting Associates.

3. Provide a copy of the current contract.

The current contract is attached to this addendum.

4. what is the minimum required dvbe participation?

There is no minimum required dvbe participation. Per Section 1-01.c of the solicitation: "The Military Department waives all of the DVBE requirements on this project."

5. Please confirm the number of sampling events withing said 18 month period.

Only one annual sampling event.

6. What is the engineers estimate for this contract?

There is no engineers estimate associated with this contract.

7. Is STD 1000 required from every bidder, including one certifying that no GenAI will be part of performance, and should it be included with the sealed bid?

The STD 1000 is only required when a bidder will be using AI as part of their service performance.

8. Since DVBE participation is waived, must a non-DVBE bidder still return STD 843 marked “not applicable”?

A STD 843 is only required from DVBE bidders. If a bidder is not DVBE, they do not need to submit the form with their proposal.

9. Must the extra soil-vapor mobilization be priced at exactly \$2,000 as prefilled on the form, or may a bidder enter a lower amount?

Please see updated attached proposal form. Vendors can input an amount lower than \$2,000 if desired, but any proposals with an amount above \$2,000 in this section will be considered non-responsive.

10. The SOW says to prepare “two compiled reports,” but the schedule says “four compiled reports,” while the distribution instructions identify one hard copy, one DoD SAFE copy, and two CDs. Please confirm the required closeout quantity.

There should be four compiled reports. One hard copy, one DoD Safe and two CDs.

11. Does the State intend the monthly charge to be invoiced evenly over all 18 months even though the major field event is in May 2027?

Please see updated attached proposal form. Contractor is to invoice only when work has been performed, no more than once every 30 days.

12. What specific CSLB license classification, if any, is required for the prime or field subcontractors?

Each report shall be signed and stamped by either a California Professional Geologist or a California Professional Engineer per SOW section 2.1.6.1. This is a requirement from the Central Valley Regional Water Quality Control Board. There is no requirement for a specific CSLB license as contract work for this SOW does not include constructing, altering, or destroying the wells.

13. Confirm whether prevailing wage applies to the field sampling, monitoring, and IDW-handling activities and identify the applicable classifications.

Prevailing wage does not apply to this service.

14. If the new groundwater and nested soil-vapor wells are installed after NTP, is quarterly sampling during their first year included in the current lump-sum price, and how many quarterly events should bidders price?

No, quarterly sampling of the new groundwater and nested soil-vapor wells will be performed under a separate contract administered by CMD. Quarterly sampling is not included in the scope of this contract and should not be included in bidders' pricing.

CMD's Contract Manager will be responsible for coordinating scheduling between contracts to ensure that one quarterly sampling event coincides with the annual sampling event performed under this contract. The Contractor shall cooperate with CMD's Contract Manager in scheduling the annual sampling event to facilitate this coordination.

15. Clarify whether the groundwater trip blank is required for each shipment or only if bottle breakage occurs, as stated in the SOW.

The Contractor must receive a trip blank from the laboratory for each shipment.

16. Confirm whether the Annual Investigation and Remedial Evaluation must be a separate deliverable or may be incorporated as a section of the annual monitoring report.

Annual Investigation and Remedial Evaluation do not need to be separate deliverables. They can be incorporated as a section of the annual monitoring report.

17. Can CMD please provide more direction on this protocol? "Contractor to complete a purge analysis (how much purge time) at least seven days prior to field day to collect soil vapor gas and report via email to the CM."

Contractor to complete a soil gas well purge analysis per well of how much purge time will be necessary prior to sampling. The purge time for a soil gas well typically is dependent on the total internal volume of the tubing, probe, and sand pack. The industry standard requires purging 3 well/system volumes prior to sample collection, handled at a controlled flow rate (usually not exceeding 200 mL/min to 0.2 L/min) to prevent vacuum-induced leaks or stripping. This information is to be reported to the CM 7- days prior to field sampling of the soil gas wells via email.

The bid opening time has been extended. All bids must be submitted to the Contracting Office no later than 2:00pm local time on August 3rd, 2026.

ALL OTHER CONDITIONS REMAIN THE SAME

Contractor is required to sign this document and return it with their Proposal Form to this office. Bids received without the signed Addendum may be determined as non-responsive by the Contracting Officer and may be cause for the rejection of your bid.

Signature of Contractor

Date Signed

Name and Title of person who signed

CHECKLIST OF FORMS

Groundwater, Soil Vapor Gas Monitoring & Reporting Stockton Field Maintenance Shop #24, CA EVENT 39738

CHECKLIST OF FORMS TO BE RETURNED WITH BID PROPOSAL SUBMIT ONE COPY OF THE ORIGINAL PROPOSAL FORM		
FORM	DESCRIPTION	CHECK IF RETURNED WITH BID
PROPOSAL FORM	BID PROPOSAL, SMALL BUSINESS PREFERENCE, STATEMENT OF COMPLIANCE (COMPLETED AND SIGNED) PAGES A-1 THROUGH A-5	
	SMALL BUSINESS CERTIFICATION LETTER OR COPY OF APPLICATION REQUEST FORM (If claiming small business status)	
STD 204	PAYEE DATA RECORD (AWARDEE MUST PROVIDE SUBCONTRACTORS STD 204s AS WELL)	
GSPD-05-105	BIDDER DECLARATION	
STD 843	DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS	
	DARFUR CONTRACTING ACT	
	CONTRACTOR CERTIFICATION CLAUSES	
	CIVIL RIGHTS LAWS CERTIFICATION (OVER \$100,000)	
NOTE: ALL OF THE ABOVE DOCUMENTS REQUIRED <u>MUST</u> BE SUBMITTED WITH THE BID PROPOSAL. FAILURE TO DO SO MAY DEEM YOUR BID TO BE NON-RESPONSIVE AND MAY BE CAUSE FOR THE REJECTION OF YOUR BID.		
FAILURE TO SIGN THE BID PROPOSAL SHALL RESULT IN THE REJECTION OF YOUR BID		

PROPOSAL FORM

Groundwater, Soil Vapor Gas Monitoring & Reporting SERVICE CONTRACT Stockton Field Maintenance Shop #24

TO: THE MILITARY DEPARTMENT
STATE OF CALIFORNIA

The undersigned hereby proposes and agrees to furnish all labor, materials and equipment necessary to perform the Groundwater, Soil Vapor Gas Monitoring & Reporting services at the **Stockton Field Maintenance Shop #24** in Stockton, CA in accordance with the attached specifications for the total amount not to exceed:

_____ (\$ _____) dollars.

The foregoing figure includes the cost of bonds, insurance, sales tax, and every other item of expense incident to the contract. Contractor shall provide the following cost breakdown:

The above listed cost **MUST** match the Total Price below.

The Contractor **MUST** provide the following cost breakdown.

TYPE OF SERVICES	SERVICE CHARGE		DURATION		TOTAL
Meetings and Project Management (monthly updates per SOW section 2.1.1)	\$	X	18 months	=	\$
Groundwater Gauging, Sampling, and Analysis Costs (SOW section 2.1.3)	\$	X	1	=	\$
Soil Vapor Gas Sampling and Analysis Costs (SOW section 2.1.4)	\$	X	1	=	\$
Annual Groundwater and Soil Vapor Gas Monitoring Report, and Annual Investigation and Remedial Evaluation Report (SOW section 2.1.5 and 2.1.5.1)	\$	X	1	=	\$
GeoTracker Input (SOW section 2.1.6)	\$	X	1	=	\$
Extra Mobilization for Soil Vapor Gas Monitoring annual event Not To Exceed \$2,000.00 (see SOW section 2.1.4.1)	\$	X	1	=	\$
TOTAL COST:				=	\$

The prospective contractor's signature affixed here below and dated shall constitute a certification under the penalty of perjury, under the laws of the State of California, that all information provided by the contractor/Vendor, is true and correct as written.

Failure to sign this proposal form may be cause for the rejection of your firm's bid. Vendor's original signature is required.

STATUS OF FIRM:	NAME OF COMPANY/FIRM:	DATE:
FEDERAL ID NUMBER:	COMPANY/FIRM COMPLETE ADDRESS:	EMAIL:
LICENSE NUMBER:	DATE LICENSE EXPIRES:	CLASS OF LICENSE:
PRINTED SIGNATURE BLOCK:	SIGNATURE OF COMPANY REPRESENTATIVE:	TELEPHONE NUMBER:

STATUS OF FIRM must be given, whether an individual, partnership, or corporation. If partnership, list full names of partners, if firm is a corporation, identify the state in which incorporated and provide State of California Corporate Identification Number as issued by the Office of the Secretary of State for California. Firms bidding, as corporations must be registered with and in good standing with the Secretary of State's Office at the time of the bid opening. Proposals must be signed by the Vendor or representative of the Vendor who has authority to sign contracts binding upon the Vendor. Corporate Identification Numbers shall be verified.

STATEMENT OF COMPLIANCE APPLICABLE TO CONTRACTS OF \$5,000 OR MORE: The prospective contractor's signature affixed hereto and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the Vendor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

CONTRACTOR/OFFEROR SIGNATURE

DATE

Vendors claiming the State of California Small Business Preference must be certified by the Office of Small Business and DVBE Certification on the bid due date or have submitted a complete application to the Office of Small Business and DVBE Certification no later than 5 p.m. on the bid due date and subsequently be certified as a Small Business by the Office of Small Business and DVBE Certification. Without the State Office of Small Business and DVBE Certification's approval, your firm will not be considered a small business and will not be granted the 5% preference.

Disabled Veteran's Business Enterprise Reference Number: _____

Disabled Veteran Business Enterprise Participation: Preference will be granted to Vendors properly approved as a "Disabled Veteran's Enterprise Businesses (DVBE)" in accordance with Government Code 14600, 14615, 14838, California Military and Veteran's Code 999 and California Code of Regulations 1896.98 ET SEQ. The rules and regulations of this law, and applications for preference, should be obtained from Department of General Services, Small Business and DVBE Services, telephone number (916) 375-4339. Vendors claiming the State of California DVBE Preference must be certified by the Office of Small Business and DVBE Certification prior to bid opening. Without the State Office of Small Business and DVBE Certification's approval, your firm will not be considered a small business and will not be granted the 5% preference.

Vendors certified as a "Disabled Veteran's Business Enterprise" in accordance with Government Code 14600, 14615, 14838, California Military and Veteran's Code 999 and California Code of Regulations 1896.98 et seq. shall be granted a five percent (5%) bid preference when a responsible non-Disabled Veteran's Enterprise Business has submitted the lowest-priced, responsive bid.

Small Business Reference Number: _____

A certified Small Business (SB) shall receive a 5% preference on a bid proposal when a responsible non-small business has submitted the lowest priced responsive bid.

A certified Disabled Veterans Business Enterprise (DVBE) shall receive a 5% preference on a bid proposal when a responsible non-DVBE has submitted the lowest priced responsive bid. A firm that is certified as both a SB and DVBE shall receive a 10% preference on a bid proposal when a responsible non-small business and non-DVBE has submitted the lowest priced responsive bid. If the low bidder is a SB then a 5% preference will be given to a firm that is certified as both a SB and DVBE.

Non-small business Vendors claiming a 5% preference for the use of certified Small Business (es) must meet the following conditions at the time of their bid submission:

- d. Submit written certification with their cost bid package that states the firm commits to subcontract at least twenty-five percent (25%) of the firm's net bid price with one or more State of California certified Small Business (es).
- e. Submit a list of the certified Small Business (es) with their cost bid package that the bidding firm commits to subcontract with for a commercially useful function in the performance of the contract. The Vendor's list of subcontractors shall include the subcontractor's name, address, voice telephone number, description of the work to be performed and the dollar amount or percentage per subcontractor.

PROPOSED LIST OF SUBCONTRACTORS

Listed hereinafter are the names, addresses, and license numbers of all subcontractors who will be employed and the segregation of the work which each will perform if the contract is awarded to this firm. In case more than one subcontractor is named for the same segregation, state the portion that each will perform. **Failure to list all required information may be cause for the rejection of your bid.**

SUBCONTRACTOR	ADDRESS	TYPE OF WORK	TOTAL \$ AMOUNT	LICENSE NUMBER

Contractor agrees to pay not less than the minimum rates of pay for laborers, workmen and mechanics employed by him on the work in accordance with the schedule set forth in the specifications herein, and further agrees that each subcontractor engaged by him shall similarly pay not less than said rates of pay to all laborers, workmen and mechanics employed by said subcontractor on the work.

RULES OF BIDDING

Bids shall be addressed to and filed in the State of California, Military Department, 10601 Bear Hollow Drive, Rancho Cordova, California 95670, Attention: Purchasing and Contracting Box 12, on or before August 3, 2026, at 2:00 PM, to be publicly opened there on said day.

Enclose bid in envelope, and mark "**Event 39738 – Groundwater, Soil Vapor Gas Monitoring & Reporting**". Bids delivered by **courier service** must be placed in a sealed envelope and marked as indicated above and placed within the courier supplied pouch or envelope.

All courier pouches and envelopes are opened upon receipt by the Military Department.

NOTICE

Vendors may withdraw bids up until the hour set for opening, and may submit new bids before the hour, but telegraphic/faxed bids or telegraphic/faxed modifications or withdrawal of bids will not be accepted. It is the responsibility of the Vendor to ensure that his bid reaches the Purchasing and Contracting Branch at the designated time.

The Military Department reserves the right to reject any and all bids, to waive any informality in any bids received, and accept only those individual items on the bid form, which it is deemed, may be in the best interest of the State.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

110639

PURCHASING AUTHORITY NUMBER (If Applicable)

MIL-8940

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

CONTRACTING AGENCY NAME

California Military Department

CONTRACTOR NAME

MECA Consulting Inc. dba Millennium Consulting Associates

2. The term of this Agreement is:

START DATE

02/03/2025 (or upon Notice to Proceed)

THROUGH END DATE

09/02/2026 (or 19 months after Notice to Proceed)

3. The maximum amount of this Agreement is:

\$70,443.64

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	21
Exhibit B	Budget Detail and Payment Provisions	05
Exhibit C *	General Terms and Conditions: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language	04/2017
Exhibit D	Contract Clauses of Service Contracts	13
Exhibit E	Special Contract Provisions	01
Exhibit F	Insurance Liability Section	03

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

MECA Consulting Inc. dba Millennium Consulting Associates

CONTRACTOR BUSINESS ADDRESS

4683 Chabot Dr. Suite 380,

CITY

Pleasanton

STATE

CA

ZIP

94588

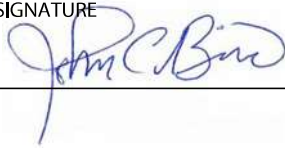
PRINTED NAME OF PERSON SIGNING

John C Bird

TITLE

Vice President

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

1/14/2025

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

110639

PURCHASING AUTHORITY NUMBER (If Applicable)

MIL-8940

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Military Department

CONTRACTING AGENCY ADDRESS

10601 Bear Hollow Drive, Box 12

CITY

Rancho Cordova

STATE

CA

ZIP

95670

PRINTED NAME OF PERSON SIGNING

Christopher Schoenwandt

TITLE

Chief, Purchasing and Contracting

CONTRACTING AGENCY AUTHORIZED SIGNATURE



LTC (CA) Christopher Schoenwandt
cn=LTC (CA) Christopher Schoenwandt, o=California
Military Department, ou=Purchasing and Contracting,
email=Christopher.schoenwandt@cmd.ca.gov, c=US
2025.01.17 15:30:20 -0800
2024.005.20320

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



SCOPE OF WORK

Groundwater Monitoring, Soil Vapor Gas Monitoring and Reporting Program at Stockton FMS #24, Stockton, CA

**CALIFORNIA MILITARY DEPARTMENT
REVISED SEPTEMBER 2024**

I. BACKGROUND INFORMATION, REFERENCES AND SCOPE OBJECTIVE

Background

The Stockton Field Maintenance Shop (FMS) #24 site is located at 8020 South Airport Way, Stockton, San Joaquin County, California. This site is one of four divisional areas at the California Military Department (CMD) facility, including the Army Aviation support Facility (AASF), the Armory, and the Combined Support Maintenance Shop (CSMS). The FMS consists of a one-story maintenance building composed of work bays, supply areas, a latrine, and offices; a vehicle inspection rack; hazardous materials storage sheds; and a concrete wash pad with an associated holding tank. Two former underground storage tanks (USTs) and associated pump islands were located approximately 100 feet southeast of the concrete wash pad. The former USTs (one 5,000-gallon diesel and one 10,000-gallon gasoline) were removed in April 1996, and soil samples collected during removal and excavation of the USTs and their associated piping indicated that releases of diesel fuel and gasoline had impacted site soil. Groundwater and soil vapor gas sampling performed in association with site investigations since 2004 have confirmed that site groundwater was indeed impacted with petroleum hydrocarbons and related volatile organic compounds (VOCs).

References

For the Stockton FMS#24 site, the Central Valley Regional Water Quality Control Board (CVRWQCB) has given a Notice of Termination of Coverage under Waste Discharge Requirements (WDR) No. R5-2008-0149 to CMD dated 28 February 2023. CMD, in a letter dated 25 MAY 2023, has been given a request from CVRWQCB to continue and complete additional sampling and additional investigation(s) at the site. This letter gives CMD direction to the frequency and analytical methods necessary to sample groundwater monitoring wells and soil vapor gas wells during the next year(s) to complete the associated tasks. If any part of this SOW disagrees with the above mentioned CVRWQCB letter, then the guidance in that letter shall be followed.

The GeoTracker website for the Stockton FMS#24 site is located at:

https://geotracker.waterboards.ca.gov/profile_report?global_id=T0607700742

Objective

This Scope of Work (SOW) will continue the annual groundwater and soil vapor gas monitoring as required by a directive from the CVRWQCB. Under this contract, Contractor will complete two (2) annual groundwater monitoring events on nine (9) existing groundwater wells at the facility and submit an updated annual sampling report including the annual summary remediation/investigation progress report. Contractor to also perform a total of two (2) annual soil vapor gas (SVG) sampling and reporting events on four (4) SVG wells located on the property.

II. PROJECT AREA

The subject site is the Stockton Field Maintenance Shop number 24 (FMS#24) located at 8020 Airport Way, Stockton, California. The existing groundwater contamination that is still being addressed under this SOW resulted from former leaking underground storage tanks (USTs). This SOW will continue the annual monitoring as required by a directive from the Central Valley Regional Water Quality Control Board (CVRWQCB).

III. TASKS

Task 1: Meetings and Project Management

The contractor shall participate in project and closeout meetings and provide written monthly status/progress updates to the CMD Environmental Programs Contract Manager (CM) due the fifth business day of the month following the reporting month via email, teleconference, or in person of all tasks completed under this SOW for that month. Also included in this task will be a handoff of all materials provided to the Government under this SOW to the next successful bidder of the next contract.

Deliverables/Schedule:

1. Kickoff Meeting: Contractor will set up and hold the kickoff meeting with the CM **within 15 days of the Notice to Proceed (NTP)**. The kickoff meeting will confirm the planned monitoring field and reporting schedules.
2. Monthly Status Reports: Contractor Status reports shall be submitted to the CM or designate **monthly by the fifth business day of the month** following the reporting month via email.

Task 2: Groundwater Gauging, Sampling and Analysis

The contractor, in coordination with the CMD Environmental Programs and the installation, will perform two (2) annual groundwater sampling events (**Ideally November 2024 or within 30 days of Notice to Proceed and November 2025**) to include all required monitoring, sampling, measurements and analysis for nine (9) groundwater monitoring wells described in and in accordance with CVRWQCB letter dated 25 MAY 2023.

Task 2.1 Groundwater Elevation (Gauging) Monitoring

Contractor to conduct annual groundwater elevation (gauging) which will occur prior to groundwater sample collection; the static water levels will be measured in all the 9 site wells for water elevation determination. Water levels, flow rates and gradient directions shall be compared to past readings and an appearance of trends and indications of change shall be noted. The average depth to groundwater at the site is 39-40 feet below ground surface (bgs). Contractor shall upload Monitoring Well - Depth to Water Data in a **GEO_WELL** text file format and uploaded to the GeoTracker website not more than 30-days from field measurement.

Task 2.2 Groundwater Sample

Groundwater samples shall be collected from nine (9) monitoring wells (MW-1 thru MW-9). Each well to be sampled per **TABLE 1** requirements below and will be purged using a low-flow bladder pump, prior to sample collection. During the low-flow purging, physical water parameter measurements will be made before, during and after for Oxidation-Reduction Potential (QRP), electrical conductivity, dissolved oxygen, pH, temperature, and turbidity, and recorded along with a tally of total gallons purged. Sample collection will be conducted after the measurements become consistent (within 10 percent) from one measurement to the next, indicating that the well water is characteristic of the surrounding aquifer.

Each well will be sampled immediately following purging utilizing a 'clean' to 'dirty' methodology based on past results. The groundwater samples will be collected directly from discharge tubing associated with the pump and/or free-flow cell and will be transferred directly into the appropriate sample containers and processed for shipment to the laboratory. Sampling to also include at least

one blind field duplicate and one equipment blank and one trip blank. The trip-blank will be sampled only if bottle breakage should occur within sample shipment.

Contractor to follow prescribed sample collection per CVRWQCB's letter dated 25 MAY 2023 (quoted here):

The following details the procedures for annual monitoring:

Central Valley Water Board staff requests the CAARNG conduct annual groundwater gauging, and soil vapor and groundwater monitoring using standard United States Environmental Protection Agency (USEPA) protocols according to the schedule shown in Table 1. The soil vapor wells should be purged and sampled, including leak testing of the sampling train in accordance with the July 2015 California Environmental Protection Agency (CalEPA) *Advisory-Active Soil Gas Investigations* (CalEPA, 2015). All samples should be representative of the volume and nature of the discharge or matrix of material sampled. The time, date, and location of each sample collected should be recorded on the sample chain of custody form.

Table 1: Groundwater Sampling Frequency and Constituent Suite¹

Well ID	Well Type	Gauging ²	TPHg ³	TPHd ³	VOCs ³	SVOCs ³
FMS-MW1	Monitoring Well	Annual	Annual	Annual	Annual	Annual
FMS-MW2	Monitoring Well	Annual	Annual	Annual	Annual	Annual
FMS-MW3	Monitoring Well	Annual	Annual	Annual	Annual	Annual
FMS-MW4	Monitoring Well	Annual	Annual	Annual	Annual	Annual
FMS-MW5	Monitoring Well	Annual	Annual	Annual	Annual	Annual
FMS-MW6	Monitoring Well	Annual	Annual	Annual	Annual	Annual
FMS-MW7	Monitoring Well	Annual	Annual	Annual	Annual	Annual
FMS-MW8	Monitoring Well	Annual	Annual	Annual	Annual	Annual
FMS-MW9	Monitoring Well	Annual	Annual	Annual	Annual	Annual
FMS-SGP1	Soil Vapor Well	-	Annual	Annual	Annual	-
FMS-SGP2	Soil Vapor Well	-	Annual	Annual	Annual	-
FMS-SGP3	Soil Vapor Well	-	Annual	Annual	Annual	-
FMS-SGP4	Soil Vapor Well	-	Annual	Annual	Annual	-

¹ Table represents minimum sampling and gauging frequencies; additional sampling and gauging activities may occasionally be conducted to assess remedial progress.

² Gauging consists of measuring depth to groundwater and presence and thickness of free product.

3 Any new monitoring or soil vapor wells are requested to be monitored on a quarterly basis for the first year and then on an annual basis starting with the next planned annual monitoring event.

TPHg = total petroleum hydrocarbons

as gasoline TPHd = total petroleum

hydrocarbons as diesel VOCs = volatile

organic compounds

SVOCs = semi- volatile organic compounds

- Not applicable

Soil vapor and groundwater samples are requested to be analyzed according to standard USEPA protocol using the methods shown in Table 2 and be analyzed by a laboratory certified by the State of California.

Table 2: Analytical Methods

Groundwater Constituents	Method	Maximum Practical Quantitation Limit (µg/L)
Total Petroleum Hydrocarbons as Gasoline	USEPA 8260B	50
Total Petroleum Hydrocarbons as Diesel	USEPA 8015B	50
Volatile Organic Compounds	USEPA 8260B	Various
Semi-Volatile Organic Compounds	USEPA 8260C	Various
Soil Vapor Constituents	Method	Maximum Practical Quantitation Limit (µg/m³)
Total Petroleum Hydrocarbons as Gasoline	USEPA TO-15	50
Total Petroleum Hydrocarbons as Diesel	USEPA TO-17	50
Volatile Organic Compounds	USEPA TO-15	Various
Atmospheric Gases	Method	Units
Oxygen (Coeluted with Argon)	ASTM D1946	Percent
Helium	ASTM D1946	Percent

USEPA = United States Environmental Protection

Agency ASTM = American Society for Testing and Materials

µg/L = micrograms per liter

µg/m³ = micrograms per cubic meter

In addition to the above sampling and analysis, field sampling and analysis are requested to be conducted each time a soil vapor and groundwater monitoring well is sampled as described in Table 3.

Table 3: Field Sampling

Groundwater Parameters	Units	Type of Sample ¹
Depth to Groundwater	Feet	Measurement ²
Oxidation-Reduction Potential	Millivolts	Grab
Electrical Conductivity	µhmos/cm	Grab
Dissolved Oxygen	mg/L	Grab
pH	pH Units (to 0.01 units)	Grab
Temperature	Degrees, ° (to 0.1°)	Grab
Turbidity	NTU	Grab
Soil Gas Parameters	Units	Type of Sample ¹
Oxygen	Percent	Measurement
Helium	Percent	Measurement
Carbon Monoxide	Percent	Measurement
Lower Explosive Limits	Percent	Measurement
Hydrogen Sulfide	mg/L	Measurement
Volatile Organic Compounds	µg/L	Measurement

¹ Please ensure instruments are calibrated prior to each monitoring Event.

² Report feet above mean sea level and depth to groundwater from top of casing to nearest 0.01 foot

µhmos/cm = micromhos per

centimeter mg/L =

milligrams per liter

µg/L = micrograms per liter

NTU = Nephelometric Turbidity Units

Task 2.3 Quality Assurance/Quality Control Program

Sample analysis shall be performed by a CA State Certified Laboratory for groundwater. All analysis shall be conducted on a normal 14-day turnaround time. All monitoring instruments and equipment shall be properly calibrated, maintained, and recorded daily to ensure accuracy of measurements. Proper quality assurance/quality control (QA/QC) shall be followed including proper chain of custody procedures for samples, equipment rinsate(s) and the use of trip blanks. Utilizing a Quality Assurance/Quality Control (QA/QC) program whereby sample collection of 10% QA/QC will be achieved by using sample duplicates, equipment rinsate(s), and trip blank samples and sample duplicates reported as relative percent difference. Contractor to provide Laboratory Analytical Reports in electronic data format (**EDF format**) and uploaded to the **GeoTracker** website not more than 30-days from laboratory receipt.

Task 2.4 Groundwater Gradient Flow and Direction

Contractor shall compare observed groundwater characteristics with those from previous determinations, noting the appearance of any trends as well as any indications that a change in the hydrogeological conditions beneath the site has occurred on the field notes. Measured water levels shall be reported in the Annual Monitoring Report. Contractor shall also upload Well- Depth to Water Data in **GEO_WELL** text file format and uploaded to the **GeoTracker** website annually not more than 30-days from measurement.

Deliverables/Schedule:

Contractor shall complete and submit the documents for this Task as follows:

1. Conduct Annual Groundwater Sampling **ideally November 2024 or within 30 days of Notice to Proceed and November 2025.**
2. Upload groundwater elevation data to GeoTracker in a GEO_WELL text file format and to GeoTracker not more than 30-days from field measurement.
3. Upload groundwater monitoring analytical data to GeoTracker, in EDF format, no later than 30-days from sampling event.

Task 3: Soil Gas Sample Events

Contractor to complete an annual soil gas surveys on 4 soil vapor gas wells completed during the groundwater field events to save on mobilizations. Contractor to complete a purge analysis (how much purge time) at least seven days prior to field day to collect soil gas and report via email to CMD CM. Contractor responsible for having professional staff who have completed successful soil gas sampling in the past to include setting up shroud/shut-in testing and leak testing on the proper sampling equipment.

In previous Soil Gas sampling, CMD was not able to collect enough soil gas sample quantity in SVG-2 and SVG-3 to send to the laboratories due to possible soil tightness in and around the sandpack of the wells. As part of this RFP, Contractor to provide as a separate **Optional line item**: for one extra mobilization to be used for soil gas sampling if field conditions prevent complete soil gas sampling during the annual event. This **Optional line** item shall be up to but not exceed \$2,000/per event.

Soil gas sampling should not occur during a significant rain event and should only occur after five days without a significant rain event. A significant rain event is defined as 1/2 inch or greater of rainfall during a 24-hour period. Barometric pressure fluctuations associated with the passage of frontal systems can introduce atmospheric air into the shallow vadose zone. Therefore, soil gas sampling should be delayed until frontal systems have passed the area.

Soil vapor wells will be leak tested, purged, and sampled in accordance with the July 2015 California Environmental Protection Agency (CalEPA) *Advisory-Active Soil Gas Investigations* below. During purging, subsurface soil vapor conditions should be field screened using a five-gas meter (oxygen, carbon monoxide, hydrogen sulfide, lower explosive limits (LEL), and VOCs). Contractor to follow above **Table 2** and **Table 3** for Analytical Methods and Field Sampling for Soil Gas Collection.

The following information is from the DTSC Advisory for Active Soil Gas Investigations:

Shroud Design

The shroud should be designed to contain the entire sampling train and the soil gas well annulus. The size of the shroud depends on the sampling equipment used but should be designed to minimize the shroud volume and gaseous leak tracer compound used. The sampling train should be constructed of material that does not react with the sample analytes and will not off gas or adsorb volatile compounds. The sampling equipment should be clean, and shut-in tested prior to use. Soil vapor probes should be installed with good seals throughout the borehole annulus and use compression fittings to provide assurance against ambient air leaks.

Shut-in Test

Prior to purging or sampling, a shut-in test should be conducted to check for leaks in the above-ground sampling system. To conduct a shut-in test, assemble the aboveground valves, lines, and fittings downstream from the top of the probe. Evacuate the system to a minimum measured vacuum of about 100 inches of water using a purge pump. The test is conducted while the sampling canister is attached with its valve in the closed position. Observe the vacuum gauge connected to the system with a "T"-fitting for at least one minute or longer. If there is any observable loss of vacuum, the fittings are adjusted until the vacuum in the sample train does not noticeably dissipate. After the shut-in test is validated, the sampling train should not be altered. The vacuum gauge should be calibrated and sensitive enough to indicate a water pressure change of 0.5 inches. A shut-in test is not a replacement for a leak test.

Leak Test

A leak test is used to evaluate whether ambient air is introduced into the soil gas sample during the collection process. Atmospheric leakage occurs in three ways: Advection through voids in the probe packing material and along the borehole sidewall; Advection directly through the soil column; and through the fittings in the sampling train at the surface.

A leak test should be conducted at every soil gas well each time a soil gas sample is collected to evaluate the integrity of the sample. Introducing ambient air may result in an underestimation of actual site contaminant concentrations or, alternatively, may introduce external contaminants into samples from ambient air. The two types of leak check compounds available for use when soil gas sampling are liquid compounds and gaseous compounds. The calculation of a leak is based on the ratio of tracer compound concentration in the shroud to that in the sample, assuming that the tracer compound is continuously infused during sampling. The tracer compound in the shroud should be kept within $\pm 10\%$ of its target value, and if not achieved then its lowest measured value should be used for calculation purposes.

The soil gas probe and sampling train assembly can be field screened for leaks by drawing purge gas through the well and then through the tracer compound detector while the shroud is in position and filled with the initial tracer compound concentration. Detecting a significant leak in the probe or sampling train at the time of sampling provides the opportunity for the field crew to correct the leak early in the sampling process, thereby ensuring the samples analyzed by the laboratory meet the project-specific data quality objectives.

Purge Volume Test

The purpose of a purge volume test is to ensure that stagnant air is removed from the sampling system and to ensure that samples are representative of subsurface conditions. The purge volume test should be completed after the shut-in and leak test. The test well should be located near the contaminant source zone and in a lithologic unit where soil gas concentrations are anticipated to be elevated. The purge volume test is conducted by collecting and analyzing a sample for target compounds after removing one, three and 10 purge volumes. The purge volume test samples should be analyzed with the same analytical method as the constituents of concern.

One purge volume includes the following volumes:

The internal volume of tubing;

The void space of the sand pack around the probe tip; and

The void space of the dry bentonite in the annular space.

Conduct the purge test at the same flow rate and applied vacuum as will be used to collect the soil vapor samples. Select the appropriate purge volume based on the highest concentration of the compound(s) of concern detected during the purge volume test. If VOCs are not detected in any of the step purge tests, a default of three purge volumes will be used.

The purge test data will be included in the report to support the purge volume selection. The data set will include the purge volume test as well as the flow rate, vacuum exerted on the formation, and duration of each purge step.

Purge/Sample Flow Rate

Flow rates between 100 to 200 milliliters per minute (mL/min) and vacuums less than 100 inches of water should be maintained during purging and sampling to minimize stripping (partitioning of vapors from pore water to soil gas), to prevent ambient air from diluting the soil gas samples, and to reduce variability. Maintaining these flow rates and vacuums will increase the likelihood that representative samples will be collected. A vacuum gauge should be used between the soil gas sample tubing and the soil gas purging device to verify that 100 inches of water or less is maintained during sampling.

Laboratory Analysis:

The contractor will have samples analyzed by and obtain sample collection equipment from a California-certified laboratory. Samples will be collected in 1-liter Summa® Canisters with a dedicated flow regulator. The field crew will record the pressure upon start and completion of the sampling. Pressure measurements will be collected using a calibrated pressure gauge. The same gauge will be used at the laboratory and in the field. Field crews will only rely on canister- dedicated pressure gauges if the gauges are calibrated and working properly. Samples will be analyzed and field-tested following **TABLE 2 and Table 3 from above**.

A chain of custody form will be completed in the field and the field notes will include any relevant problems encountered during sample collection. The starting and ending pressures for passivated stainless-steel canisters should be recorded on the chain of custody form. To avoid loss or damage, the chain of custody forms should be placed in a sealable bag, taped inside the shipping container.

Deliverables/Schedule:

Contractor shall submit the documents for this Task to CMD POC as follows:

1. Complete soil gas purge analysis and report to CMD CM at least seven days prior to field day to collect soil gas.
2. In conjunction with the Annual Groundwater Sampling, conduct Soil Gas sampling in November 2024 and November 2025 field events.

Task 4: Reports and Reporting Services

Task 4.1 Annual Groundwater and Soil Gas Monitoring Report

The contractor shall complete two (2) Annual Groundwater and Soil Gas Monitoring Reports for submission to the CVRWQCB with sampling results for groundwater from nine (9) monitoring wells and four (4) soil gas probes as prescribed in **TABLE 1** of this SOW. This report shall be finalized and submitted to the distribution list no later than fifteen (15) days after the contractor receives draft comments from both the CMD CM and CVRWQCB. Contractor to allow for CMD to review and comment on each report draft to final (2-rounds possible); Contractor to allow for up to two-rounds of regulatory comments (either CMD and/or CCRWQCB) and produce a revised report based on those recommendations per report submitted.

Task 4.2 Requested Additional Information from CVRWQCB

As part of this task, Contractor to verify and validate that all historical information and previously requested information from the Water Board (letters dated 25 MAY 2023 and 11 DEC 2023) are presented both in tabular and graphical format that the CVRWQCB will approve. This will involve at least one phone call with the Water Board for confirmation and concurrence.

Task 4.3 Annual Investigation and Remedial Evaluation Report

The contractor to prepare and submit an Annual Investigation and Remedial Evaluation Report which will contain an evaluation of the effectiveness and progress of the current site investigation and remediation for eventual submittal to the Water Board per Water Board letter dated 25 MAY 2023 (pages 5-6).

Task 4.4 Additional CVRWQCB Reporting Specifications

1. When reporting data, arrange the information in tabular form so that the date, the constituents, and the concentrations are readily discernible.
2. As required by Business and Professions Code sections 6735, 7835, and 7835.1, all reports should be prepared by a licensed professional engineer or geologist or their subordinate and be signed by the licensed professional engineer or geologist.
3. Site Maps (i.e., GEO_MAP), boring and well survey information, depth to groundwater, boring logs and well screen intervals, location data (i.e., GEO_XY file), and elevation data (i.e., GEO_Z file) should be saved and submitted electronically over the internet to the State Water Resources Control Board GeoTracker database system ([GeoTracker Case File T0607700742](#)).
4. Annual analytical laboratory data should be saved and submitted in Electronic Deliverable Format (EDF) over the internet to the State Water Resources Control

Board GeoTracker database system ([GeoTracker Case File T0607700742](#)).

5. Annual electronic reports should be saved and submitted in searchable Portable Data Format (PDF) electronically over the internet to the State Water Resources Control Board GeoTracker database system ([GeoTracker Case File T0607700742](#)).

Task 4.5 Compiled Reports

Contractor shall prepare two (2) compiled reports containing all documents listed in the Tasks above for eventual submittal to CVRWQCB via GeoTracker. Each electronic report will be in a searchable electronic PDF file copy via DoD Safe as well as on CD. The hard copy report will consist of a three-ring binder paper copy and a searchable electronic (PDF) file copy on CD. The report shall be signed and stamped by either a California Professional Geologist or a California Professional Engineer and include the following statement:

"I certify under penalty of perjury I have personally examined and am familiar with the information submitted in this document and all attachments and, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of a fine and imprisonment."

Task 4.6 Reports Distribution:

One (1) Electronic Copy through DoD Safe and One (1) CD Final Copy:

State of California Military Department
Attn: Mr. Brian Pierskalla
F/I Environmental Programs
10601 Bear Hollow Drive, Box 17
Rancho Cordova, CA 95670

One (1) Hard Copy and One (1) CD to:

State of California Military Department
Attn: CW3 Alex P. Rangel
Stockton CSMS
8020 South Airport Way
Stockton, CA 95206

Deliverables/Schedule:

Contractor shall submit the documents for this Task to CMD CM as follows:

1. Submit Draft Annual Groundwater and Soil Gas Monitoring (GWM-SVG) report for comment and review to CMD CM and CVRWQCB within 60-days of sample event.
2. Submit Draft Annual Investigation and Remedial Evaluation within 30-days of GWM-SVG report.
3. Contractor to allow for CMD to review and comment on each report draft to final (2-rounds); Contractor to allow for up to two-rounds of regulatory comments (either CMD and/or

CCRWQCB) and produce a revised report based on those recommendations per report submitted.

4. Upon CMD approval of each report, Contractor shall finalize the report, upload to GeoTracker and send an electronic copy to CCRWQCB within 15 days of completion.

Task 5: GeoTracker Input

To comply with the CVRWQCB report submission requirements and to conform with the California Code of Regulations, Title 23, Division 3, Chapter 30, the Contractor shall submit Annual Ground Water Monitoring and Soil Vapor Gas data reports and other required documents pertinent (including separate entries for the annual groundwater level measurements and laboratory EDF analytical reports) to this scope of work on behalf of CMD over the internet to the GeoTracker database system by the 1st day of the second month following the end of Annual sample event. The Stockton FMS#24 GeoTracker number is **T0607700742** and CMD will sign a GeoTracker Authorization document as needed to accomplish this task.

Deliverables/Schedule:

Contractor shall complete and submit the documents for this Task as follows:

1. Upload groundwater elevation data to GeoTracker in a GEO_WELL text file format and to GeoTracker not more than 30-days from field measurement.
2. Upload groundwater monitoring analytical data to GeoTracker, in EDF format, not more than 30-days from sampling event.
3. Upload Finalized Annual Groundwater and Soil Gas Reports no more than 15 days from completion.

IV. GENERAL REQUIREMENTS

Regulatory Requirements

All activities shall be conducted in compliance with all Federal, State, and Local regulations for the protection of human health and the environment. The contractor shall comply with all Federal, State, and Local environmental laws, statutes, and regulations including, but not limited to:

- Occupational Safety and Health Administration (OSHA) regulations
- Department of Transportation (DOT) regulations
- Clean Water Act (CWA)
- Clean Air Act (CAA)
- Toxic Substances Control Act (TSCA)
- Resource Conservation and Recovery Act (RCRA)
- Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)

Safety

The contractor shall provide for the protection of the lives and health of employees and other persons; prevent damage to property, materials, supplies, and equipment; and avoid work interruptions. For these purposes, the contractor shall:

- Comply with all Federal and California OSHA Safety and Health Regulations

Project Management and Meetings

Meetings with the CVRWQCB and the CMD staff may be required and should be anticipated at a frequency of once per month. CVRWQCB personnel may come on site to observe ground water and soil gas sampling events. The Contractor shall obtain verbal permission from CMD prior to any regulatory coordination. The contractor will prepare notes on all telephone conversations between the Contractor and representatives of other government agencies, their Contractors, or other Sub-Contractors relating to the work under this contract; and promptly inform the CMD Project Manager of all conversations in a written summary format.

Testing Laboratories' and Subcontractors

The contractor shall submit a list of all subcontractors and testing laboratories within 15 days of contract award. The Contractor will use a California certified analytical laboratory for all analytical work to be completed. The Contractor will follow protocols for chain of custody requirements and laboratory quality assurance requirements per standard operating procedures for field sampling.

Investigation-Derived Wastes

Contractor to provide time, materials, and labor to remove all investigative derived waste (IDW) for disposal from Stockton FMS#24 in a timely fashion, and at the very least 6 months after sampling events and by the end of this contract. This is to include purge and decontamination water rinsate which will be containerized, properly labeled, and stored on-site at a CMD approved location pending waste characterization and disposal. The Contractor shall provide waste transportation for IDW for onsite temporary storage, and from storage to place of final disposition. Contractor will provide appropriate profiles and manifests for Client signature if needed for final disposition.

Quality Controls

The Contractor shall be responsible for quality control of its own work. The Contractor shall have a logical and functional quality control program to assure that errors and deficiencies in all submittals are minimal. Proper quality assurance/quality control shall be followed including proper chain of custody procedures for samples and use of trip and/or equipment rinse blanks.

V. DATA DISPOSITION AND TECHNICAL DIRECTION**Data Disposition**

All field notes, photographic files, or images (including digital photographs); Reports original text, tables, figures, graphs, and other data produced under this contract shall be the exclusive property of the CMD. Disposition of the information at the termination of the contract shall be determined by the CMD, notwithstanding that the contractor will have a non-exclusive license to use the data for educational and research purposes. Any public or official reports prepared based on data collected under this project shall include as co-author those CMD employees actively involved. CMD reserves the right to review and provide comments on any proposed manuscript using these data prior to their submittal to any journal, newspaper, publisher, or other organization for publication. The Contractor will provide CMD review time before submission of a final copy intended for publication.

Technical Direction

The contractor shall take no direction from any government employee or any person other than the Contracting Officer that changes the terms and conditions of this contract action, the scope, or any change that impacts the price or schedule. Changes authorized by the Contracting Officer will be in

the form of a written, official, signed modification to the contract action must be received by the contractor before the contractor will act upon those changes. The contractor will comply with the changes clause of this contract when the contractor believes direction has been given from persons other than the Contracting Officer that equate to a change, the Contractor should notify the Contracting Officer. Any direction given by any Government employee or any other person outside their authority must be reported to the Contracting Officer. Contract Manager (CM) are limited to the authorities stated in the CM appointment letters.

VI. PROJECT COORDINATION, MATERIALS AND LABOR

Project Coordination

The contractor will contact the Stockton FMS at least five business days prior to sampling activities and other scheduled visits to the facility to ensure access availability. Storage of materials and investigation derived waste shall be arranged with the facility's Point of Contact (POC) prior to commencing work. Site visits should be scheduled with the shop supervisor: CW3 Alex P. Rangel during normal shop hours of Monday-Friday 0730-1530; cell: (209) 235-7913 less Federal holidays as well as the CMD CM: Mr. Brian Pierskalla (916) 854-1487. The contractor shall meet with the installation and CMD Environmental Programs Directorate personnel as required to seek information, ensure installation requirements are being met, and to provide updates. These meetings can be held telephonically.

Materials and Labor

The Contractor shall supply all personnel, material, equipment (except as furnished by the Government), transportation, etc. required to perform the work. The Contractor shall be responsible for professional and technical accuracy of all services provided. The products submitted by the Contractor shall meet the requirements of federal, state, and local regulatory agencies and the CMD.

VII. INVOICING, AND PAYMENTS

CONTRACT PAYMENTS. The CMD will pay the Contractor upon submission of proper invoices for services delivered and accepted for the portion of the work performed under the contract and should occur monthly in arrears. Invoices shall list **Contract Number, Fi\$cal Purchase Order Number, Project Tasks** associated with SOW as well as any Project Milestones and **Percent Complete** which must be accepted by the Government before payment will be made.

INVOICES. Invoices for payment shall be submitted upon completion of tasks **via email to CMD Accounts Payable { Accounts.payable@cmd.ca.gov } and Draft Invoice to CM.**

Original Invoice with Supporting Documents:

California Military Department/AP

- Contractor Name and Contract Number are listed on the Subject Line
- Attachments are in PDF format
- Name your PDF the Invoice Number

Copy of Draft Invoice with Supporting Documents:

Mr. Brian A. Pierskalla

California Military Department

FI-Environmental Programs

10601 Bear Hollow Drive, Box 17

Rancho Cordova, CA 95670

E-mail: brian.a.pierskalla.nfg@army.mil

VIII. POINTS OF CONTACT

Brian A. Pierskalla Brian.a.pierskalla.nfg@army.mil	Tel: (916) 854-1487 office (925) 351-7474 cell	CMD Compliance Cleanup Program Manager/CM
Matthew T. Victoria Matthew.t.Victoria.nfg@army.mil	Tel: (315) 345-2300 cell	ALT. Contract Manager
CW3 Alex P. Rangel Alexander.p.Rangel.mil@army.mil	Tel: (209) 983-5472 office (209) 235-7913 cell	Stockton FMS #24 Maintenance Management

I.X. RFP/BID PACKAGE INSTRUCTIONS

Provide a written description of your proposal on company letter head along with a detailed cost estimate with task breakdowns to include labor costs for Project Management and Meetings; Labor and associated other direct costs (ODC) for conducting the groundwater monitoring and reporting; soil vapor gas monitoring and reporting; compiled annual reports and Labor for electronic data input to GeoTracker. Please also include a Vendor Rate sheet with your RFP Submission.

Report to:

Central Valley Regional Water Quality Control Board

Attn: Amber Ginorio
11020 Sun Center Drive, #200
Rancho Cordova, California 95670

2023 Annual Groundwater and Soil Gas Monitoring Report

California Military Department – Stockton Field Maintenance Shop #24
8020 South Airport Way, Stockton, California
SWRCB Global ID T0607700742

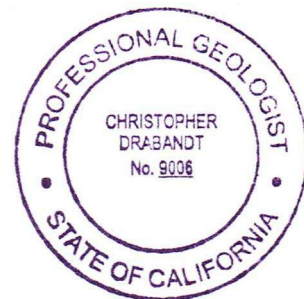
23 August 2024

Prepared For:



California Military Department
10601 Bear Hollow Drive
Rancho Cordova, CA 95670

Prepared By:



08/23/2024

Evan Enriquez, G.I.T.
Staff Geologist

8/23/2024

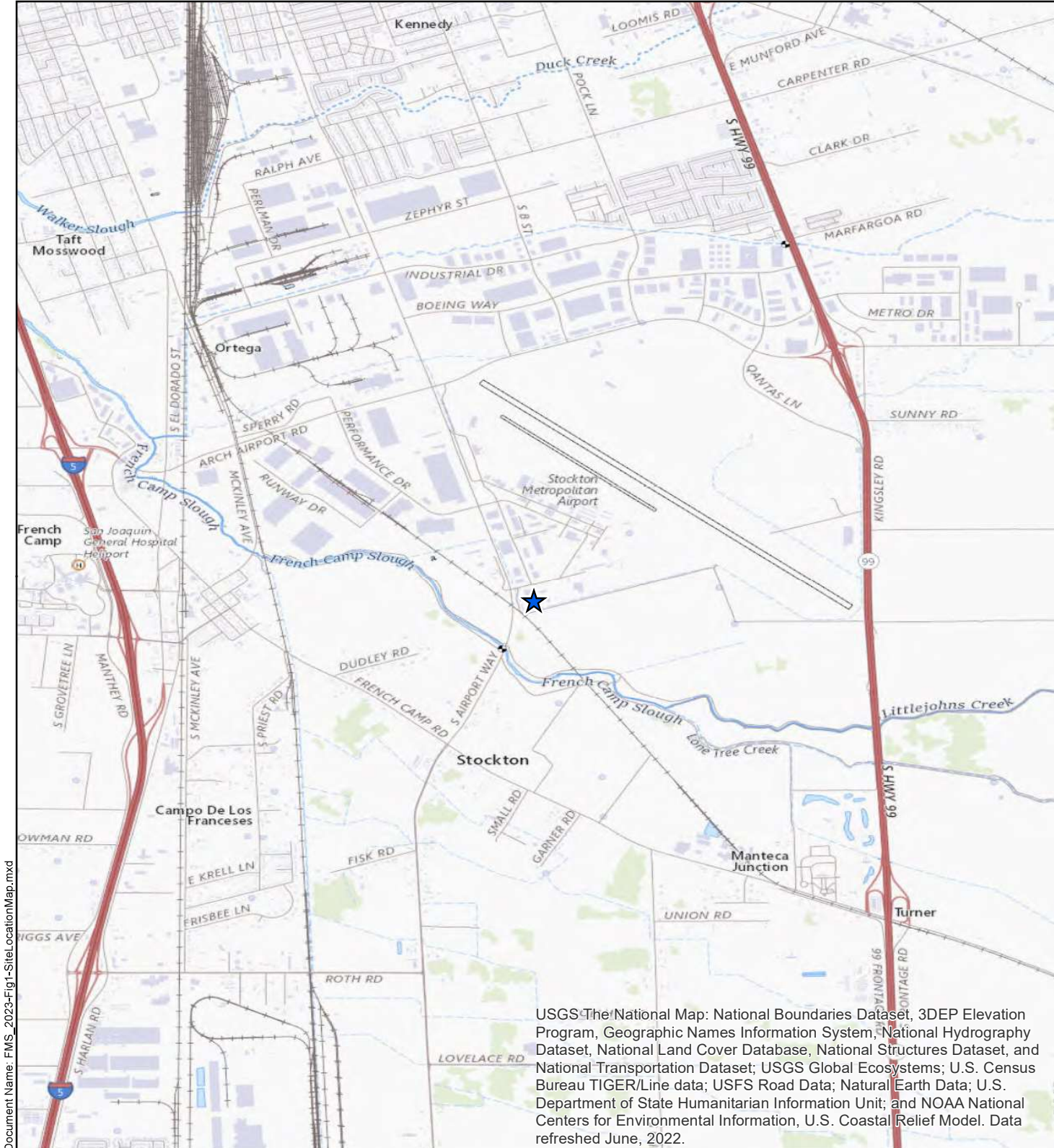
Date

Christopher Drabandt, P.G.
Senior Geologist/Senior Project Manager

8/23/2024

Date

FIGURES



Document Name: FMS_2023-Fig1-SiteLocationMap.mxd

USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed June, 2022.

Location: (Stockton, San Joaquin, CA)

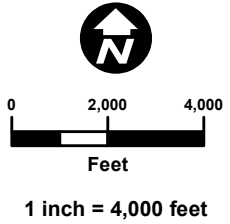
SITE LOCATION MAP

CALIFORNIA MILITARY DEPARTMENT
FIELD MAINTENANCE SHOP #24
8020 SOUTH AIRPORT WAY
STOCKTON, CALIFORNIA

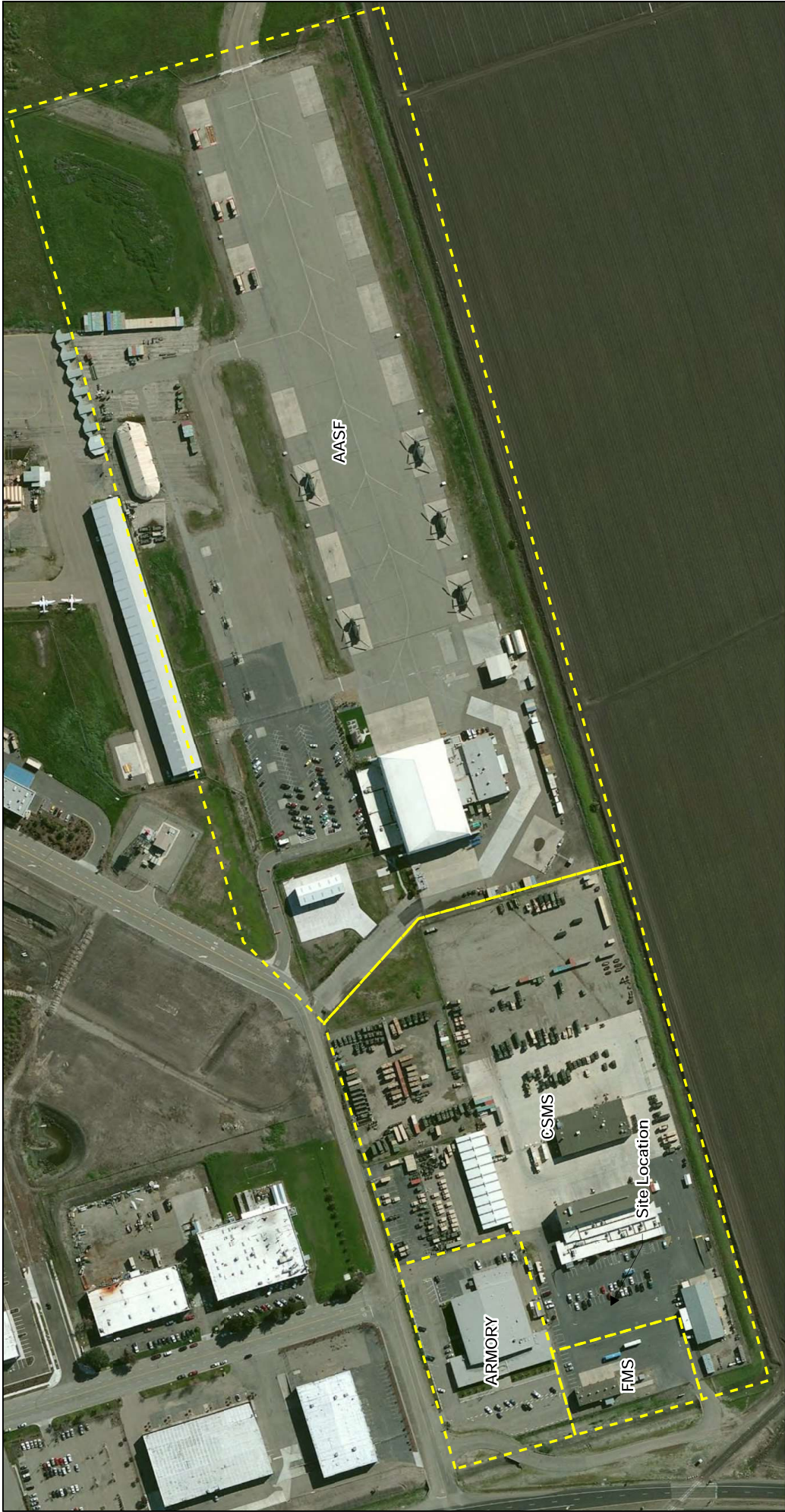
DATE: 1/18/2024

ANALYST: REMOTE

Figure:



Legend
★ Site Location



Document Name: FMS_2023-Fig2-SiteLayoutMap.mxd

NOTE:
MAP DATA: ESRI, EARTHSTAR GEOGRAPHICS, AND ING
AASF: ARMY AVIATION SUPPORT FACILITY
CSMS: COMBINED SUPPORT MAINTENANCE SHOP
FMS: FIELD MAINTENANCE SHOP

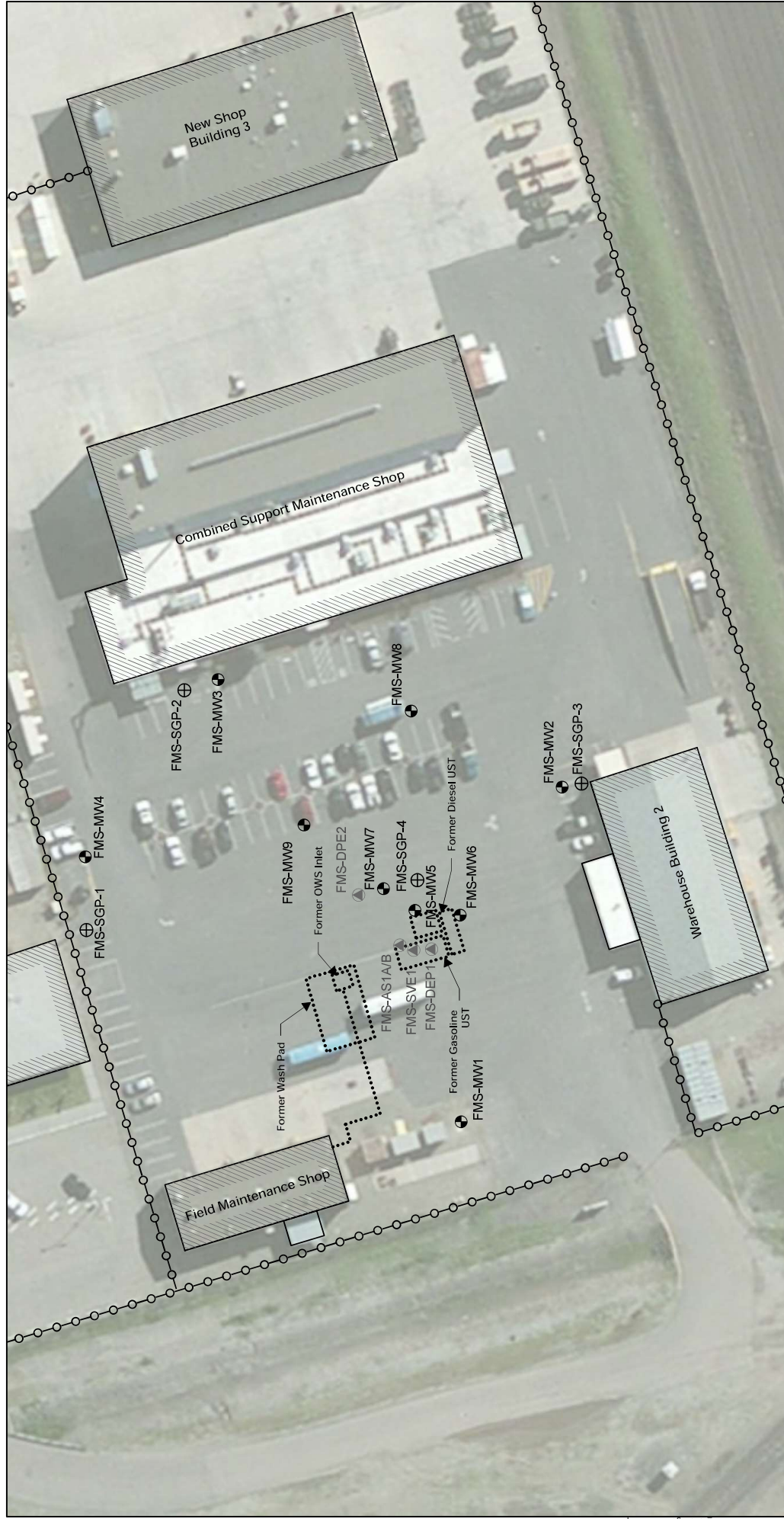
Legend
— Site Areas

Scale
0 100 200 Feet
1 inch = 200 feet

Facility Layout Map
CALIFORNIA MILITARY DEPARTMENT
FIELD MAINTENANCE SHOP #24
8020 SOUTH AIRPORT WAY
STOCKTON, CALIFORNIA

ECM 25
CONSULTANTS
25 YEARS
1999-2024

Figure:
2



NOTE:

MAP DATA: ESRI, EARTHSTAR GEOGRAPHICS, AND ING

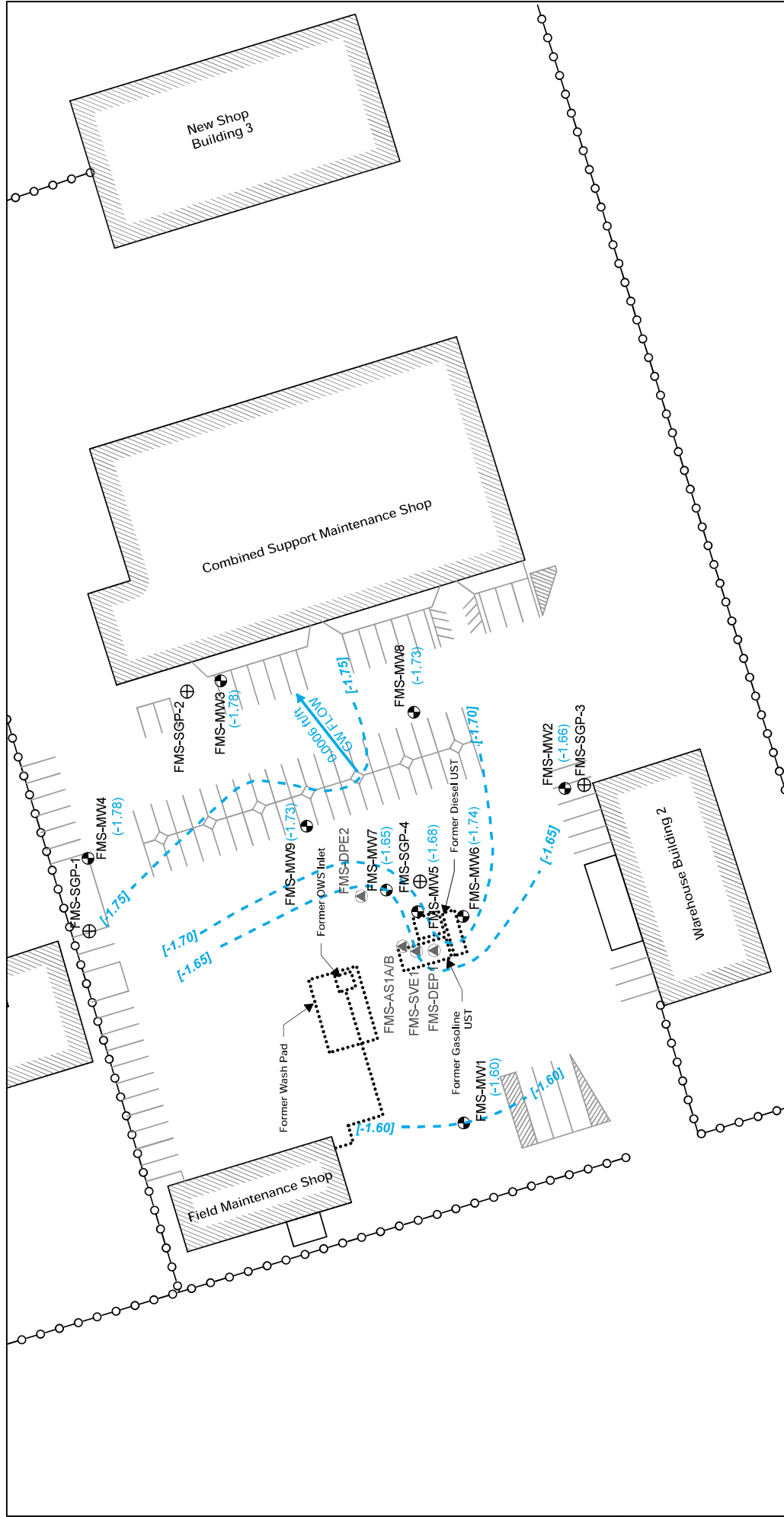
SITE PLAN MAP

CALIFORNIA MILITARY DEPARTMENT
FIELD MAINTENANCE SHOP #24
8020 SOUTH AIRPORT WAY
STOCKTON, CALIFORNIA

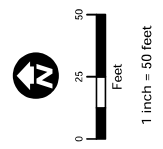
DATE: 1/18/2024 ANALYST: REMOTE

ECM 25
CONSULTANTS
25 YEARS
OF SERVICE

Figure: 3



Document Name: FMS 2023-Fig4-Groundwater Elevation Map.mxd



- Legend**
- Formal Structure
 - Fence Line
 - Building
 - Remediation Well
 - Monitoring Well
 - Soil Gas Point
 - Inferred Groundwater Elevation Contour (amsl)
 - Monitoring Well Groundwater Elevation (amsl)
 - Approximate Direction of Groundwater Flow

NOTE:
GROUNDWATER ELEVATION DATA COLLECTED
ON 11/16/2023

2023 GROUNDWATER ELEVATION MAP

CALIFORNIA MILITARY DEPARTMENT
FIELD MAINTENANCE SHOP #24
8020 SOUTH AIRPORT WAY
STOCKTON, CALIFORNIA

DATE: 1/18/2024 ANALYST: REMOTE

ECM 25
CONSULTANTS
YEARS
1986-2021

Figure: **4**



Budget Detail and Payment Provisions

Exhibit B

1. INVOICING AND PAYMENT:

- a. **For services satisfactorily rendered, the State agrees to compensate the Contractor, in arrears, for actual services performed upon receipt of approved invoices. The contractor shall be compensated up to, not to exceed, \$70,443.64 to provide groundwater and soil vapor gas monitoring services in accordance with the Contract.**
- b. **The total cost of this agreement shall not exceed \$70,443.64 unless amended in writing and signed by both parties and if required approved by the Department of General Services.**
- c. **Invoices shall not to be billed more than once in 30 days, shall include the Agreement Number, and shall be submitted in arrears digitally to:**

Accounts.Payable@cmd.ca.gov

To ensure your digital invoice is processed, please adhere to the following guidelines:

1. Contractor Name and Contract Number are listed on the Subject Line
2. Attachments are in PDF format
3. Name your PDF the Invoice Number

Emails that do not follow these guidelines may not be processed. Please allow 45 days for payments of correct and completed invoices from the date of receipt.

2. BUDGET CONTINGENCY CLAUSE:

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act, or any additional restrictions, limitations, or conditions enacted by the legislature and contained in the above Budget Bills or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this or any subsidiary contract in any manner, 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.

3. PROMPT PAYMENT CLAUSE:

Payment will be made in accordance with, and within the time specified in, California Government code chapter 4.5, commencing with Section 927, et seq.

END OF SECTION

PROPOSAL FORM

Groundwater and Soil Vapor Gas Monitoring SERVICE CONTRACT
Stockton Field Maintenance Shop #24

TO: THE MILITARY DEPARTMENT
STATE OF CALIFORNIA

The undersigned hereby proposes and agrees to furnish all labor, materials and equipment necessary to perform the Groundwater and Soil Vapor Gas Monitoring services at the **Stockton Field Maintenance Shop #24** in Stockton, CA in accordance with the attached specifications for the total amount not to exceed:

Seventy, four hundred forty three and 64 cents (\$ 70,443.64 dollars.

The foregoing figure includes the cost of bonds, insurance, sales tax, and every other item of expense incident to the contract. Contractor shall provide the following cost breakdown:

The above listed cost **MUST** match the Total Price below.

The Contractor **MUST** provide the following cost breakdown.

TYPE OF SERVICES	SERVICE CHARGE		DURATION		TOTAL
Task 1 (Meetings and Project Management)	\$512.07	X	16 reports (monthly)	=	\$8,193.12
Task 2 (Groundwater Gauging, and Sampling - Labor)	\$4,125.02	X	2 events (annual)	=	\$8,250.04
Task 2.2 (Groundwater Sample Analysis Costs)	\$5,667.90	X	2 events (annual)	=	\$11,335.80
Task 3 (Soil Gas Sample Events - Labor)	\$2,840.85	X	2 events (annual)	=	\$5,681.70
Task 3 (Soil Gas Sample Analysis Costs)	\$3,453.55	X	2 events (annual)	=	\$6,907.10
Task 3 (Optional: Second Soil Gas Sample Event Mobilization)	\$6,294.40	X	2 events (annual)	=	\$12,588.80

Task 4.1 (Annual Groundwater and Soil Gas Monitoring Reports)	\$4,366.92	X	2 events (annual)	=	\$8,733.84
Task 4.3 (Annual Investigation and Remedial Evaluation Report)	\$3,608.50	X	2 reports (annual)	=	\$7,217.00
Task 5 (GeoTracker Input)	= \$512.08	X	3 uploads (annual)	=	\$1,536.24
TOTAL COST:					= \$70,443.64

The prospective contractor's signature affixed here below and dated shall constitute a certification under the penalty of perjury, under the laws of the State of California, that all information provided by the contractor/vendor, is true and correct as written.

Failure to sign this proposal form may be cause for the rejection of your firm's bid. Vendor's original signature is required.

STATUS OF FIRM: Good	NAME OF COMPANY/FIRM: MECA Consulting Inc. DBA Millennium Consulting Associates	DATE: 10/15/2024
FEDERAL ID NUMBER: 68-0443384	COMPANY/FIRM COMPLETE ADDRESS: 4683 Chabot Dr. #380 Pleasanton, CA 94588	EMAIL: jbird@mecaenviro.com
LICENSE NUMBER: 6572	DATE LICENSE EXPIRES: 12/31/2025	CLASS OF LICENSE: Professional Geologist
PRINTED SIGNATURE BLOCK: John C. Bird	SIGNATURE OF COMPANY REPRESENTATIVE: 	TELEPHONE NUMBER: 925-808-6700

STATUS OF FIRM must be given, whether an individual, partnership, or corporation. If partnership, list full names of partners, if firm is a corporation, identify the state in which incorporated and provide State of California Corporate Identification Number as issued by the Office of the Secretary of State for California. Firms bidding, as corporations must be registered with and in good standing with the Secretary of State's Office at the time of the bid opening. Proposals must be signed by the Vendor or representative of the Vendor who has authority to sign contracts binding upon the Vendor. Corporate Identification Numbers shall be verified.

STATEMENT OF COMPLIANCE APPLICABLE TO CONTRACTS OF \$5,000 OR MORE: The prospective contractor's signature affixed hereto and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the Vendor has, unless exempted,

complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.



10-15-2024

CONTRACTOR/OFFEROR SIGNATURE

DATE

Vendors claiming the State of California Small Business Preference must be certified by the Office of Small Business and DVBE Certification on the bid due date or have submitted a complete application to the Office of Small Business and DVBE Certification no later than 5 p.m. on the bid due date and subsequently be certified as a Small Business by the Office of Small Business and DVBE Certification. Without the State Office of Small Business and DVBE Certification's approval, your firm will not be considered a small business and will not be granted the 5% preference.

Disabled Veteran's Business Enterprise Reference Number: _____

Disabled Veteran Business Enterprise Participation: Preference will be granted to Vendors properly approved as a "Disabled Veteran's Enterprise Businesses (DVBE)" in accordance with Government Code 14600, 14615, 14838, California Military and Veteran's Code 999 and California Code of Regulations 1896.98 ET SEQ. The rules and regulations of this law, and applications for preference, should be obtained from Department of General Services, Small Business and DVBE Services, telephone number (916) 375-4339. Vendors claiming the State of California DVBE Preference must be certified by the Office of Small Business and DVBE Certification prior to bid opening. Without the State Office of Small Business and DVBE Certification's approval, your firm will not be considered a small business and will not be granted the 5% preference.

Vendors certified as a "Disabled Veteran's Business Enterprise" in accordance with Government Code 14600, 14615, 14838, California Military and Veteran's Code 999 and California Code of Regulations 1896.98 et seq. shall be granted a five percent (5%) bid preference when a responsible non-Disabled Veteran's Enterprise Business has submitted the lowest-priced, responsive bid.

Small Business Reference Number: 1458781

A certified Small Business (SB) shall receive a 5% preference on a bid proposal when a responsible non-small business has submitted the lowest priced responsive bid.

A certified Disabled Veterans Business Enterprise (DVBE) shall receive a 5% preference on a bid proposal when a responsible non-DVBE has submitted the lowest priced responsive bid. A firm that is certified as both a SB and DVBE shall receive a 10% preference on a bid proposal when a responsible non-small business and non-DVBE has submitted the lowest priced responsive bid. If the low bidder is a SB then a 5% preference will be given to a firm that is certified as both a SB and DVBE.

Non-small business Vendors claiming a 5% preference for the use of certified Small Business (es) must meet the following conditions at the time of their bid submission:

- d. Submit written certification with their cost bid package that states the firm commits to

subcontract at least twenty-five percent (25%) of the firm's net bid price with one or more State of California certified Small Business (es).

- e. Submit a list of the certified Small Business (es) with their cost bid package that the bidding firm commits to subcontract with for a commercially useful function in the performance of the contract. The Vendor's list of subcontractors shall include the subcontractor's name, address, voice telephone number, description of the work to be performed and the dollar amount or percentage per subcontractor.

PROPOSED LIST OF SUBCONTRACTORS

Listed hereinafter are the names, addresses, and license numbers of all subcontractors who will be employed and the segregation of the work which each will perform if the contract is awarded to this firm. In case more than one subcontractor is named for the same segregation, state the portion that each will perform. Failure to list all required information may be cause for the rejection of your bid.

SUBCONTRACTOR	ADDRESS	TYPE OF WORK	TOTAL \$ AMOUNT	LICENSE NUMBER
McCampbell Analytical, Inc.	Pittsburg, CA	Analytical Laboratory	\$12,060.00	ELAP 1644

Contractor agrees to pay not less than the minimum rates of pay for laborers, workmen and mechanics employed by him on the work in accordance with the schedule set forth in the specifications herein, and further agrees that each subcontractor engaged by him shall similarly pay not less than said rates of pay to all laborers, workmen and mechanics employed by said subcontractor on the work.

RULES OF BIDDING

Bids shall be addressed to and filed in the State of California, Military Department, 10601 Bear Hollow Drive, Rancho Cordova, California 95670, Attention: Purchasing and Contracting Box 12, on or before October 16, 2024, at 11:00 AM, to be publicly opened there on said day.

Enclose bid in envelope, and mark "**Event 31954 – Groundwater and Soil Vapor Gas Monitoring**". Bids delivered by courier service must be placed in a sealed envelope and marked as indicated above and placed within the courier supplied pouch or envelope.

All courier pouches and envelopes are opened upon receipt by the Military Department.

NOTICE

Vendors may withdraw bids up until the hour set for opening, and may submit new bids before the hour, but telegraphic/faxed bids or telegraphic/faxed modifications or withdrawal of bids will not be

EXHIBIT D
CONTRACT CLAUSES OF SERVICE CONTRACTS

2-01. CLAUSE HEADINGS

Clause headings appearing in the contract have been included for the purpose of convenience and ready reference. They are not to be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

2-02. AMENDMENTS

- a. The State reserves the right to order in writing, changes, alterations, omissions, or additions in the specifications, at any time prior to the formal completion and acceptance of the work without in any way voiding the contract, and the contractor shall comply with such order. The contractor may also request changes in the work.
- b. Any change or deviation from the contract specifications made without authority in writing from the Military Department's Contracting Officer in the form of an amendment to the original contract will be the responsibility of the contractor. Except where otherwise expressly provided in these articles, no such changes shall be made nor adjustment in compensation recognized unless the contractor receives an executed contract amendment prior to making the changes.
- c. Changed work shall be performed completely and in accordance with the original contract specifications except for the deviations specifically called for by the amendment. Materials used on changed work shall be as specified in the original contract documents insofar as they do not conflict with the conditions set forth in the amendment. All changed work will be prosecuted by the contractor with due diligence, and with an efficiency of labor and equipment at least equal to that exercised as to the rest of the work of the contract.

2-03. CONTRACTOR'S INSURANCE REQUIREMENTS

- a. Specific requirements as to type of insurance (comprehensive bodily injury, property damage liability, etc.) and the dollar value coverage limits will be set out in the Insurance Liability Section of the IFB.
- b. General requirements applicable to all insurance coverage offered to meet contract requirements (if insurance is required in the Insurance Liability section).
 - (1) Evidence of insurance shall meet the requirements specified in the contract and shall be of a form and content acceptable to the Department of General Services, Office of Insurance and Risk Management.
 - (2) Evidence of insurance shall be returned to the Military Department when signed contracts are returned (prior to any performance by Contractor) and shall be subject to acceptance by the State.
 - (3) The insurance will be issued by an insurance company acceptable to the Department of General Services, Office of Insurance and Risk Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
 - (4) The certificate of insurance shall state a limit of liability of not less than that specified in the contract and clearly show that specified activities are protected through comprehensive general liability, and additional insurance (such as automobile liability insurance in case motor vehicles are used in performance of the contract) as may be necessary.
 - (5) The certificate of insurance will provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State.
 - (6) The certificate of insurance will provide that the State of California, its officers, agents, employees and

servants are included as additional insured, but only insofar as the operations under this contract are concerned.

- c. The State shall not be responsible for premiums or assessments on any necessary policies.
- d. Contractor's Responsibility for Workman's Compensation Coverage (Required on all contracts).
 - (1) Submission of bid constitutes certification by the contractor as follows: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."
 - (2) The Contractor will be required to secure (in a manner and in the amount acceptable to the Director of Industrial Relations) the payment of compensation to his employees in accordance with provisions of Labor Code Section 3700.
- e. Any and all costs associated with providing required insurance coverage (including Workman's Compensation and Unemployment Insurance as applicable) shall be solely the responsibility of the Contractor. The State shall not be responsible for premiums or assessments on any policy.

2.04 The prevailing wage rates applicable to personnel service contracts is established by the Department of Human Resources.

- a. Government Code Section 19134 requires the Department of Human Resources to set the rates departments must pay if they employ individuals through personal service contracts for the services listed in the contract. The rates are set at 85% of the State's salary and benefit costs for state employees performing similar duties.
- b. "Benefits" includes health, dental, vision, holidays, sick leave, vacation, and retirement.
- c. Copies of the General Prevailing Wage rate for the applicable class title are available at the web site for the State of California Department of Human Resources. Follow the link and click on the most current year for those rates:
<https://www.calhr.ca.gov/state-hr-professionals/Pages/personal-services-contracts.aspx>.

2-05. LEGAL RESPONSIBILITY OF CONTRACTOR

- a. Licensing Requirements: Any and all costs associated with obtaining required licenses and/or permits necessary for Contractor to perform services required under this contract shall be solely the responsibility of the contractor.
 - (1) Contractor may cause employees to pay the actual individual license/registration fee for a license or permit necessary for that employee to practice or be employed at the employee's specific trade or profession (absent a valid-collective bargaining agreement to the contrary).
 - (2) Contractor may not require nor allow any employee to pay any portion or licensing fees or permits required for Contractor to operate under this contract.
- b. The Contractor shall keep informed of, observe, and comply with, and cause all of his agents and employees to observe and comply with all prevailing Federal and State laws, and all rules and regulations made pursuant to said Federal and State laws, which in any way effect the conduct of the work of this contract.
- c. If any conflict arises between provisions of the contract and any State law or local ordinance of the jurisdiction in which the service is to be performed, the Contractor shall notify the State at once in writing.

The Contractor shall protect and indemnify the State or any of its officers, agents, and servants against any claim or liability arising from, or based on, the violation of any such law or regulation, whether by himself or his agents or employees.

- d. No advertising of any description will be permitted in or about the work site except by order of the State.
- e. Strict prohibition against committing any nuisance in or about the work site must be maintained. Conveniences provided for employees shall be maintained in sanitary condition.
- f. The Contractor shall promptly remove any contractor employee that the State may deem incompetent or disorderly from the premises. Further, upon written notification to the Contractor by the State, such removed contractor employee shall not be re-admitted to the work site by Contractor, nor shall such removed contractor employee be reassigned by Contractor to any other work site at which Contractor might coincidentally be performing similar services for the Military Department.
- g. Contractor shall be responsible for the repair and/or replacement of any government property that is damaged, destroyed or converted by his employees. If Contractor fails to pay such damages, the State may deduct the amount thereof from any money due, or that may become due, to the Contractor under the contract.

2-06. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide, established commercial selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

2-07. NO PERSONAL LIABILITY

Neither the Adjutant General of the State of California nor any other officer or authorized employees of the Military Department shall be personally responsible for any liability arising under the contract.

2-08. FAIR EMPLOYMENT PRACTICES

- a. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practices Section.
- b. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, an Notice to Labor Unions, to be provided by the awarding authority, advising the said labor union of worker's representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- c. The Contractor will permit access to record of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding

authority or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

- d. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the contractor to be not a "responsible bidder" as to future contracts for which such contractor may submit bids.
- e. The awarding authority shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it investigated and determined that the contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.
- f. Nothing contained in this Fair Employment Practice section shall be construed in any manner or fashion so as to prevent the awarding authority of the State of California from pursuing any other remedies that may be available at law.
- g. Nothing contained in the Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit the hiring of an employee not permitted by the National Labor Relation Act.
- h. Non-Discrimination Provisions: Content and language of State Standard Form 17B (Non-Discrimination Clause) is adopted and is fully effective for all operations and services called for in performance of this contract. This clause is found at the conclusion of Section 2, General Provisions of Service Contracts, of this contract.

2-09 ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons (including employees) and property. The Contractor shall comply with all applicable laws relating to safety precautions, including the safety regulations of the Division of Industrial Safety, Department of Industrial Relations, of the State of California.

2-10 RESOLUTION OF DISPUTES

Should any discrepancies, omissions, or errors be found in the contract document or should any questions arise concerning interpretation or clarification of the contract documents or it appears that the work to be done or any matters relative thereto are not sufficiently detailed or explained in the contract documents, the Contractor shall immediately notify the Military Department Contracting Officer through the Contract Manager (CM) and request interpretation, clarification or furnishing of additional detailed instructions concerning contract performance. All questions shall be resolved within a reasonable time by the Military Department Contracting Officer whose decision shall become final and conclusive.

2-11. MILITARY DEPARTMENT PROPERTY

- a. Any and all materials developed during the performance of the awarded contract become the property of the Military Department. Titles and rights are vested with the State of California.
- b. 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 copyrighted by the Contractor, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish and use of work, or any part thereof, and to authorize others to do so.

2-12 OPERATION AND MAINTENANCE OF RENTAL EQUIPMENT

- a. The Contractor shall at its own expense maintain the equipment and its appurtenances in good repair and operative condition and replace any equipment not in good mechanical condition.
 - 1. If the State does not elect to maintain the equipment, the contract will place the obligation on the contractor, as lessor, to keep the equipment in good working order and to make all necessary repairs and adjustments without qualification, with a clear right in the State to terminate or cease paying rent should the contractor fail to maintain the equipment properly.
 - 2. The contract must clearly provide that the State does not have responsibility for loss or damage to the rented equipment arising from causes beyond the control of the State.
- b. Rental will be paid for the actual time equipment is in operating condition. No payment will be made for time of breakdown or repairs.
- c. The Contractor shall furnish all fuel and lubricants and all repairs including labor, material, parts, and other items at its own expense
- d. The State will not be responsible for the wear and tear on the equipment or its appurtenances.

2-13 RENTAL EQUIPMENT INDEMNIFICATION

- a. The Contractor shall indemnify the California State Military Department for any claims against the California State Military Department for loss or damage to the Contractor's property or equipment during its use under this agreement and shall, at the Contractor's own expense, maintain such fire, theft, liability, or other insurance as deemed necessary for this protection. The Contractor assumes all responsibility, which may be imposed by law for property damage or personal injuries caused by equipment furnished under this agreement.

2-14 PERFORMANCE BY CONTRACTOR

- a. The Contractor shall give his personal superintendence to the work performed by his employees. The Contractor shall be available at reasonable times and with reasonable notice to report to and confer with the Contract Manager (CM) concerning employee's performance.
- b. The contract shall be performed by the Contractor to include his or her employees. Use of subcontractors without written approval of the Military Department Contracting Officer is expressly prohibited.
- c. The Contractor shall observe that the State reserves the right to do other work or perform other services in connection with the project or adjacent thereto by contract or otherwise, and he shall at all times conduct his work so as to impose no hardships on the State or others engaged in the work, nor to cause any unreasonable delay or hindrance thereto.
- d. The Contractor shall indemnify and hold the State harmless for any claims against the State arising from the Contractor's failure to conduct, adjust, correct, and coordinate his work with the work of others engaged in work on the same or adjacent premises.

2-15. CONTRACT TERMINATION

- a. Failure to Perform: Time is of the essence in this agreement, and, in case the Contractor fails to perform the services called for in the agreement, the State may at its election terminate the contract. Such

termination shall be in addition to and not in lieu of any other legal remedies provided by this contract or by law.

- b. Termination - Bankruptcy: In the event proceedings in bankruptcy are commenced against the Contractor, or Contractor is adjudged to be bankrupt or a receiver is appointed and qualifies, the State may terminate this agreement and all further rights and obligations hereunder, by giving five days notice in writing in the manner specified herein.
- c. Termination at State's Option: The State may at its option terminate this contract at any time upon giving thirty (30) days advance notice in writing to Contractor in the manner herein specified. In such event, Contractor agrees to use all reasonable efforts to mitigate his expenses and obligations hereunder. In such event, the State shall pay Contractor for all satisfactory services rendered prior to such termination; for all expenses incurred by Contractor prior to said termination which are not included in charges for services rendered prior to termination and which could not, with reasonable efforts by Contractor, have been avoided, but not in excess of contract maximum payable.
- d. Termination in Event of Breach: In the event of any breach of this contract, the State may, without any prejudices to any of its legal remedies, terminate this contract upon written notice to the Contractor. In such event, the State shall pay the Contractor only the reasonable value of services theretofore rendered by him as the parties may agree the same upon or determined by court of competent jurisdiction.
- e. Waiver: No waiver by the State of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of the State to enforce at any given time the provisions of this agreement, or to not require at any time performance by Contractor of any of the provisions, shall in no way be construed to be waiver of such provisions, nor in any way to effect the validity of this agreement, or part thereof, on the right of the State to therefore enforce each and every such provision.

2-16. PAYROLLS AND BASIC RECORDS

- a. Contractor shall maintain payrolls and related basic records during the period of the agreement and shall preserve them for a period of three (3) years thereafter for all employees working at the site of the work. Such records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contribution for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid.
- b. The Contractor shall make such records available for inspection by authorized representatives of the Contracting Officer, officers of the Department of Labor, and representatives of the State Bureau of Labor Standards Enforcement, and shall permit such authorized individuals to interview employees during working hours on the job.
- c. Such records shall be available for examination by the Auditor General as required in paragraph 2-21 of this contract.

2-17 CONTRACT MANAGER (CM)

To enable the Military Department to effectively administer this contract, A CM will be appointed whose duties and responsibilities will be as follows:

- a. The CM is the point of contact and liaison between the Contractor and the State Military Department. The CM is charged with the responsibility of being the on-site representative of the Military Department's Contracting Officer, to insure proper and timely execution of the contract. This officer will be identified to the Contractor prior to commencement of contract performance. CM will make general inquiries and observations to gauge contract compliance and will afford the Contractor an opportunity to correct any items apparently not in compliance.

- b. The CM is authorized to make decisions with respect to minor adjustment to meet local conditions that do not obligate the payment of money by the State and do not change the scope or specifications of the contract. If any changes to provisions do involve changes in dollar value or contract scope, the Military Department Contracting Officer may only make such changes.

2-18. LEGAL NOTICE BETWEEN PARTIES

- a. Legal notice to either party may be given by certified mail, properly addressed, postage fully prepaid, to addresses specified herein, or by personal delivery.
- b. For the Military Department, the mail delivery address is:
State of California, Military Department, ATTN: NGCA-JSD-SC
10601 Bear Hollow Drive, Box 12, Rancho Cordova, CA 95670
- c. For the Military Department, personal delivery may be made to:
State of California, Military Department, ATTN: NGCA-JSD-SC
10601 Bear Hollow Drive, Box 12, Rancho Cordova, CA 95670

2-19. EVALUATION OF CONTRACTOR PERFORMANCE

The Military Department at the conclusion of the term of this contract will evaluate contractor's performance in writing. Negative evaluations shall be filed with the Department of General Services, which shall make a copy available to any State agency upon request. All other evaluations will be filed in the contract file and a copy made available to the contractor on written request.

2-20. CONTRACTOR'S PRIORITY HIRING CONSIDERATIONS

- a. If the value of this contract exceeds \$200,000.00, Contractor is required to give priority consideration in filling vacancies in positions funded by this contract to qualified recipients of aid under Chapter 2 (commencing with Section 11200) of Part 3 of Division 9 of the Welfare and Institutions Code.
- b. This provision shall not be construed so as to do any of the following:
 - (1) Interfere with, or create a violation of the terms of valid collective bargaining agreements;
 - (2) Require the Contractor to hire an unqualified recipient of aid;
 - (3) Interfere with, or create a violation of any federal affirmative action obligation of a contractor for hiring disabled veterans or veterans of the Vietnam era; or,
 - (4) Interfere with, or create a violation of the requirements of Section 12990 of the Government Code.

2-21. AUDIT BY STATE AUDITOR

If the value of this contract exceeds \$10,000.00, parties shall be subject to the examination and audit by the State Auditor for a period of three years after final payment under this contract.

2-22. SEPARABILITY OF PROVISIONS

Each and every clause and provision of this contract is intended to be separable such that any future determination that a specific provision is void shall have no effect upon the contract as a whole nor upon any other provision not so determined.

2-23. AGREEMENT IS COMPLETE

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

2-24. NON-DISCRIMINATION CLAUSE (OCP- 1)

- a. During the performance of this contract, the contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

2-25. CONTRACTS FUNDED IN WHOLE/IN PART BY THE FEDERAL GOVERNMENT

- a. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.
- b. This contract is valid and enforceable only if the United States Government makes sufficient funds available to the State for each Fiscal Year of the agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms or funding of this contract in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- d. The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

2-26. SUSPENSION AND DISBARMENT

By entering in this contract your firm and its principals certifies that it has not been suspended or disbarred from any Federal contracts and does not appear on the Excluded Parties List System (EPLS). In addition, your company certifies that all your organization's subcontractors and its principals have not been suspended or disbarred from any Federal contracts and does not appear on the Excluded Parties List System (EPLS).

2-27. DISABLED VETERAN PARTICIPATION RECORDS

Contractor/Vendor agrees that the awarding department or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor or vendor agrees to provide the awarding department or its delegate with any relevant information requested and shall permit the awarding department or its delegate access to its premises, upon reasonable notice, during normal business hours

for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with public Contract Code Section 10115 et seq. and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor or vendor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

2-28. CONTRACT FUNDING BY FISCAL YEAR DURING THE TERM OF THE CONTRACT

- a. Contractor acknowledges that funding for services performed during the period of this Agreement is contingent on the passage and approval of the State Budget for each Fiscal Year.
- b. It is mutually agreed that if the State does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- c. The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

2-29. FORCED, CONVICT, AND INDENTURED LABOR

Contractor certifies, by submitting a bid, that no foreign-made equipment, materials, or supplies furnished to the State pursuant to the contract/agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor. The contractor agrees to comply with the requirements of Public Contract Code, Section 6108.

2-30. RECYCLING CERTIFICATION

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354).

2-31. CHILD SUPPORT COMPLIANCE ACT

For any contract in excess of \$100,000.00, the contractor acknowledges in accordance with, that:

- a.) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b.) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

2-32. PROGRESS PAYMENTS

In accordance with Public Contracts Code Section **10346**, Contracts may provide for progress payments to contractors for work performed or costs incurred in the performance of the **contract**. Not less than 10 percent of the **contract** amount shall be withheld pending final completion of the **contract**. However, if the **contract** consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task.

2-33. PROMPT PAYMENT

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

2-34. STATEMENT OF COMPLIANCE

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code 12990(a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2-35. DRUG-FREE WORKPLACE REQUIREMENTS

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

(b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

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

(c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

- 1) will receive a copy of the company's drug-free statement; and,
- 2) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the contractor or grantee may be ineligible for award of any future state contracts if the department determines that any of the following has occurred: (1) the contractor or grantee has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

2-36. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code 10296) (Not applicable to public entities.)

2-37. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE-PRO BONO REQUIREMENT

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services and may be taken into account when determining the award of future contracts with the State for legal services.

2-38. EXPATRIATE CORPORATIONS

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to contract with the State.

2-39. SWEATFREE CODE OF CONDUCT

- a. All contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

2-40. DOMESTIC PARTNERS

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

2-41. CONFLICT OF INTEREST

- a. Current State Employees:
 - (1) No State officer or employee shall engage in any employment, activity, or enterprise form which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State Agency, unless the employment, activity, or enterprise is required as a condition of regular State employment.
 - (2) No State officer or employee shall contract on his or her own behalf as an independent contractor with any State Agency to provide goods or services.
- b. Former State employees:
 - (1) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State Agency.
 - (2) For twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State

agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service. (PCC 10410 and 10411 et seq.)

2-42. LABOR CODE/WORKERS COMPENSATION

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).

2-43. AMERICANS WITH DISABILITIES ACT

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.)

2-44. CONTRACTOR NAME CHANGE

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

2-45. AIR OR WATER POLLUTION VIOLATION

Under the State laws, the Contractor shall not be (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

2-46. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

2-47. EXECUTIVE ORDER N-12-23 - GENAI TECHNOLOGY USE & REPORTING

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

End of Section



Exhibit E Special Contract Provisions

1. Prior to any performance by the Contractor, evidence of insurance must be returned to the California Military Department with the signed contract. Refer to Exhibit F of this contract for further information regarding State of California and the California Military Department insurance requirements.
2. Contractor acknowledges the contract will be signed and returned within 7 days, by the contractor. No contract will be binding upon the State until the Contractor receives a fully executed contract and Notice to Proceed that is signed and approved by the California Military Department and the Department of General Services, when required.
3. Contractor shall contact the Contract Manager (CM), Brian A. Pierskalla at 916-854-1487, Brian.a.pierskalla.nfg@army.mil or the Assistant CM, Matthew T. Victoria at 315-345-2300, Matthew.t.Victora.nfg@army.mil to schedule the service. The Start date will be established by the Job Start Meeting in which the Contractor and the CM shall conduct within 7 days after receipt of the fully executed contract and issuance of the Notice to Proceed.

END OF SECTION



Insurance Liability Section

Exhibit F

1. GENERAL PROVISIONS APPLYING TO ALL POLICIES:

- a. **Coverage term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- b. **Policy Cancellation of Termination and Notice of Non-Renewal** – Contract shall provide to the State within five (5) business days following receipt by contractor a copy of any cancellation or non-renewal of insurance required by this contract. In the event the contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this Contract.
- c. **Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- d. **Primary Clause** – Any required insurance contained in the Contract shall be primary, and not excess or contributory to any other insurance carried by the State.
- e. **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. **Endorsements** – Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. **Inadequate Insurance** – inadequate or lack of insurance does not negate the contractor's obligations under the Contract.
- h. **Satisfying an SIR** – All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- i. **Available Coverages/Limits** – All coverage and limits available to the contractor shall also be available and applicable to the State.
- j. **Subcontractors** – In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contract and insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Contractor.



Insurance Liability Section

Exhibit F

2. INSURANCE REQUIREMENTS:

The contractor shall furnish to the State evidence of the following required insurance:

- a. **Commercial General Liability** – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent contractors, products/completed operations, personal & advertising injury and liability assumed under an insured contract. The insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include the contract number and the following additional insured designation and endorsement:

- i. **"The State of California, California Military Department, its officers, agents, and employees are to be covered as additional insureds but only insofar as the operations under this contract are concerned."**
- ii. **Primary and Noncontributory endorsement.**

This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

- b. **Automobile Liability** – If applicable, the certificate of insurance shall state an amount of Automobile Liability of no less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.
- i. **"The State of California, California Military Department, its officers, agents, and employees are to be covered as additional insureds but only insofar as the operations under this contract are concerned."**

- c. **Workers' Compensation and Employers' Liability** – Contract shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance of this contract. Employers' liability limits of \$1,000,000 are required per accident for bodily injury, or disease.
- i. When is performed on State owned or controlled property, the workers' compensation policy shall contain a waiver of subrogation in favor of the State. Required is a carrier issued waiver of subrogation endorsed with **"The State of California, California Military Department, its officers, agents, and employees."**

3. TERMS OF POLICY (breakdown in accordance with the above requirement):

- a. Minimum limit of coverage of the policy shall be:
 - i. **General Liability**: \$1,000,000 per occurrence/ \$2,000,000 annual aggregate
 - ii. **Automobile Liability (BI & PD)**: \$1,000,000 per occurrence
 - iii. **Workers' Compensation and Employers' Liability**: Statutory/ \$1,000,000 per accident for bodily injury, or disease

Insurance Liability Section

Exhibit F

- b. Liability insurance must include Pesticide & Herbicide Applicator Coverage (if applicable).
- c. The State shall not be responsible for premiums or assessments on the policy.
- d. The State of California, California Military Department, its officers, agents, and employees are to be covered as additional insureds but only insofar as the operations under this contract are concerned.

NOTE: THE ENDORSEMENT SHEET MUST INCLUDE THE LANGUAGE AS WRITTEN IN PARAGRAPH d. ABOVE.

The above certifications must be provided to the California Military Department upon request of the California Military Department's Contracting Officer and mailed to the address below, including subsequent renewals.

Certificate(s) of Insurance are to be mailed to the following address which will also appear on the certificate as the **Certificate Holder**:

California Military Department
NGCA-JSD-SC (110639)
10601 Bear Hollow Drive, Box 12
Rancho Cordova, CA 95670

END OF SECTION