EXHIBIT A
SCOPE OF WORK

I. Description of Services

A. Overview

It has been determined that enter the number of wells within this package wells are idle-deserted and hazardous. Per Public Resources Code, Section 3250 et. seq. hazardous and idle-deserted wells are public nuisances and that it is essential, in order to protect life, health, and natural resources that such oil and gas wells be plugged and abandoned, re-abandoned, produced, or otherwise remedied to mitigate minimize, or eliminate their danger to life, health, and natural resources.

B. Work to Be Performed

Contractor name, also known as the “Contractor” agrees to provide to the Department of Conservation (Department), California Geologic Energy Management Division (Division) all services as described herein:

1. Supply all materials, equipment, labor, travel, and services to plug and abandon the enter number of wells according to specifications listed in the Well Conditions and Abandonments Specifications.

2. All well work and services shall be performed on the multiple leases located in county where services will be performed. See locations in the Description of Services.

The well abandonment tasks include cleaning out each well and plugging with cement and inert mud. The surface at each site shall be restored. Work shall not commence until:

1. The contract has been awarded, executed, and approved by the Department and the Department of General Services (DGS).

2. All permits have been obtained by the Contractor and made available to the Department upon request.

3. A Notice of Intention to Abandon (Form OG 108) is submitted online I WellSTAR at least ten (10) days prior to the commencement of work and a Permit has been issued by the Division. The Notice of Intention to Abandon shall include wellbore diagrams of all the wells detailing their current and proposed condition. The wellbore diagrams shall contain the following information:
a. Well name
b. API number
c. Latitude and Longitude
d. Elevation – Ground level
e. KB height
f. Type of well - Producer, injector or Observation well
g. Status of well - idle, active or plugged and abandoned
h. Spud date
i. Depths to be shown as measured depth (MD) and true vertical depth (TVD)
j. Total depth (TD) and plug back TD (PBDT),
k. Tops of Hydrocarbon zones, and BFW depth
l. Hole sizes drilled, indicating depths
m. Casing sizes run, indicating run depths of casing size and weight
n. Volumes of cement pumped for all casing cement jobs, and whether returns to surface were recorded
o. Top of cement in the annulus, indicating if calculated “ETOC”, or measured “CBL”
p. Perforation and slots depths, indicating whether open or closed
q. Tops of cement for all cement plugs

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

<table>
<thead>
<tr>
<th>Department of Conservation</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Department Project Rep</td>
<td>Name: Contractor Project Rep</td>
</tr>
<tr>
<td>Phone: (XXX) XXX-XXXX</td>
<td>Phone: (XXX) XXX-XXXX</td>
</tr>
<tr>
<td>Email: <a href="mailto:XXXX.XXXX@conservation.ca.gov">XXXX.XXXX@conservation.ca.gov</a></td>
<td>Email: <a href="mailto:Contactoremail@email.com">Contactoremail@email.com</a></td>
</tr>
</tbody>
</table>

Please direct all administrative inquiries to:

<table>
<thead>
<tr>
<th>Department of Conservation</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department Address</td>
<td>Contractor Address</td>
</tr>
<tr>
<td>Attention: Department Admin Rep</td>
<td>Attention: Contractor Admin Rep</td>
</tr>
<tr>
<td>Phone: (XXX) XXX-XXXX</td>
<td>Phone: (XXX) XXX-XXXX</td>
</tr>
<tr>
<td>Email: <a href="mailto:XXXX.XXXX@conservation.ca.gov">XXXX.XXXX@conservation.ca.gov</a></td>
<td>Email: <a href="mailto:Contactoremail@email.com">Contactoremail@email.com</a></td>
</tr>
</tbody>
</table>

C. Period of Performance

The schedule of performance of this Agreement shall be from start date of contract, or upon DGS approval, whichever is later, through end date of contract. The Contractor agrees to start work no later than thirty (30) days after DGS approval, or a mutually agreed upon time and to complete the work by the end of the contract term. The term may be adjusted at the discretion of the Department to accommodate unexpected circumstances, weather delays, etc. An alternative start date may be
granted under special circumstances with written approval, via email from the
Department Project Representative.

Upon mutual consent, the Department and the Contractor may execute amendments
to the executed Agreement to accommodate unexpected circumstances, weather
delays, etc. A variation of the terms (i.e. change in project representative) requires
mutual consent from the Department and the Contractor and may be done through
e-mail. No verbal understanding, or agreement not incorporated into this Agreement
is binding on either party.

D. Well Conditions and Abandonment Specifications

Enter each well exhibit within the IFB. Include the location, accessibility, status,
depth, casing, tubing, base of fresh water, base of USDW, producing zone, hole
fluid, junk, plugs, and additional comments, the operations necessary to plug and
abandon the well, pictures of the well, the wellbore diagram, well location, and any
additional information needed. Also include any additions coming from IFB
addendums.

E. Lease Restoration Guidelines

The following guidelines are provided to assist a Contractor in planning and
completing a final lease restoration. A successful lease restoration leaves the site in
a condition that blends with and is compatible with the surrounding land. It involves
the plugging and abandonment of wells, and the removal of all surface facilities and
oilfield related refuse from the property. Unless required in the Well Conditions and
Abandonment Specifications section, the Department does not require the re-
grading of well sites to match surrounding land contours, reseeding, or removal of
roads. Restoration may include:

1. Construction, with minimum practicable surface disturbance, of temporary vehicle
   access to all wells and facilities.

2. Removal of any identifiable drums of chemicals that may be on the lease. Note:
   Manufacturers or distributors of identifiable and unopened chemical containers
   may remove them at no cost.

3. Sampling and running sufficient tests on unknown fluids remaining in tanks,
   sumps, and other containers, as directed, to categorize their contents as
   hazardous or nonhazardous as defined in Section 25117, Division 20, Chapter
   6.5, of the California Health and Safety Code.

4. Sampling and running agricultural geochemical water analysis of produced water
   in tanks/sumps, as directed, if the water will not be disposed of on site.
5. Proper disposal of all produced water. (Sell/ship all oil, if applicable, retain invoices.)

6. Sampling of sump sludge, tank bottoms, unknown fluid filled drums, and facilities, as directed, for hazardous materials. Contractor may be required to open a tank cleanout after a tank is drained if the laboratory technician is unable to sample the tank bottoms by any other means. Analysis results may take anywhere from 10-20 working days. Note: This sampling cannot be done until all free liquids are removed from the sump/tank being sampled.

7. The performance of subsurface well work, removal of surface facilities not requiring the results of the laboratory analysis, and cleanup of oilfield refuse. Refuse and facilities removal includes, but is not limited to, removal of all: surface flowlines, electrical lines and power poles to the utility company meter, and production facilities and equipment.

8. Dispose or road mix tank bottoms and sump sludge if laboratory results show wastes are non-hazardous. Hazardous wastes must be disposed of in accordance with DTSC requirements.

9. Hazardous wastes must be disposed of in an appropriate manner.

10. Complete the restoration and contact the Division for approval of work. Note: It is the responsibility of the Contractor to complete a satisfactory lease restoration. Construction, with minimum practicable surface disturbance, of temporary vehicle access to all wells and facilities.

11. Environmental Liability – If the Scope of Work during the contract changes and involves remediation of contaminated soil, asbestos, or hazardous wastes, Contractor shall secure the hazardous wastes removal subcontractor is licensed with the Department of Toxics to handle and dispose of hazardous waste. Subcontractor must provide to the Contractor and the State copies of their pollution liability insurance covering their liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs for both work performed on site as well as proper disposal of hazardous wastes. Limits of not less than $1,000,000 shall be provided on this environmental liability policy. In addition, if during the term of this Agreement, transportation is needed for the disposal of hazardous wastes, the Department requires subcontractor shall secure an MCS90 endorsement to cover liability in the transportation and disposal of hazardous wastes. Subcontractor shall also show evidence and maintain general liability, automobile liability, and workers' compensation during the term of this subcontract agreement.
F. Health and Safety Plan, Emergency Response Planning, Notifications, and Incident Response:

The Contractor shall submit a Site Health and Safety Plan in accordance with California Code of Regulations, Title 8, section 5192 and Division guidance, which covers all measures, including contingency plans, which will be taken during field activities to protect the health and safety of the workers at the Site and the general public from exposure to hazardous waste, substances or materials, including hydrogen sulfide. The Health and Safety Plan should describe the specific personnel, procedures and equipment to be utilized. **CAUTION:** The Santa Maria Valley field has high hydrogen sulfide (H2S), and all precautions are to be taken to mitigate the danger. The Lakeview area has very high H2S and extreme caution is essential.

The Contractor shall conduct emergency response planning, notification, response action, and reporting responsibilities in the event of an emergency during State abandonment work:

1. A comprehensive job hazard analysis shall be prepared to identify potential risks and hazards during the life of the project (e.g., blowouts, fires, serious accidents, gas and water leaks) prior to start of any site work. The job hazard analysis shall include identification of a certified Health and Safety Officer. The Health and Safety Officer is expected to perform an in-person biweekly audit of the sites and provide a written report to CalGEM identifying and mitigating potential risks and hazards during the life of the project.

2. A project-specific Emergency Response Plan shall be prepared. The Emergency Response Plan shall:

   a. Identify all relevant government agencies (Federal, State, and local) having jurisdiction over the project in case of an emergency, include all potential emergency situations;
   b. Outline Contractor’s notification and response processes;
   c. Identify Contractor staff and sub-contractors by roles and responsibilities;
   d. Description of the training provided to implement the Emergency Response Plan including applicable certifications;
   e. Provide procedures for the mitigation of a release or threatened release to minimize any potential harm or damage to persons, property, or the environment;
   f. Identify evacuation plans and procedures, including immediate notice, for the sites; and
   g. Include spill contingency planning developed in accordance with the California Code of Regulations, title 14 (CCR) section 1722.9.
Contractor shall provide its Emergency Response Plan to CalGEM for approval prior to start of any site work. The project-specific Emergency Response Plan including the ICS assignments structure as required by the State Oil Spill Contingency Plan must be signed off by CalGEM before any on-site work is initiated.

3. The Contractor shall conduct emergency response trainings and drills prior to initiation of work and at the beginning of each subsequent month until the project work is complete. The Contractor shall consult with CalGEM in selecting appropriate emergency drill scenarios and shall include any sub-contractors.

4. The contractor will conduct a safety meeting with all crew members. Topics shall include safe driving protocols, emergency driving procedures in case of an accident, and evacuation procedures in case of a natural disaster. The meeting must be noted on the daily tour sheet, along with the names of all personnel present.

5. Contractor shall update its Emergency Response Plan and/or Spill Contingency Plan if any issues are identified during the emergency response drill and must have CalGEM approve the updated plan prior to implementation.

6. In the event of an emergency or incident, the Contractor will notify the Governor’s Office of Emergency Services (CalOES), CalGEM, and other agencies consistent with state requirements and the release reporting matrix: [https://www.caloes.ca.gov/FireRescueSite/Documents/Release%20Reporting%20Matrix.pdf](https://www.caloes.ca.gov/FireRescueSite/Documents/Release%20Reporting%20Matrix.pdf). In the event the abandonment is on BLM land, the appropriate BLM representative will be notified of the emergency as well.

7. Without regard to intent or negligence, any person responsible for the discharge or threatened discharge of oil into waters of the state must immediately report the discharge and carry out spill response activities consistent with the State Oil Spill Contingency Plan, incorporated references and attachments, and other applicable federal, state or local spill response plans. Attachment A is the State Oil Spill Contingency Plan. [https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=172767&inline](https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=172767&inline)


9. In the event of an emergency or incident that arises due to State abandonment work, Contractor is required to manage the incident as the responsible acting party consistent with state requirements and the project-specific Emergency Response Plan. Contractor will also cooperate with Federal, State, and local
government officials to develop a unified command structure for emergency response, if that becomes necessary. Contractor shall be available to provide assistance to the CalGEM staff assigned to assist with incident response. Contractor shall provide specific details concerning efforts to contain or remediate any spills or incidents.
EXHIBIT B
PAYMENT PROVISIONS AND BUDGET DETAIL

A. Invoicing and Payment

Contractor shall be paid the amount bid for the work outlined in the Scope of Work. All invoices must be submitted to the Department Project Representative prior to the end of the contract, allowing sufficient time for the work to be examined, and the invoices to be approved and processed by the Department. No work shall be performed after the term of this Agreement or after funding has been exhausted.

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor upon completion of well exhibit closure as specified in the line item Budget Detail. Invoices shall include:

- Contract Number
- Billing address of Department office
- Contractor’s name and address
- Date(s) of performance

Original invoices shall be submitted to:

Department of Conservation
California Energy Management Division
Division Address
Attention: Department Project Rep

Progress payments will be made for services performed under the Agreement. Ten-percent (10%) of each completed Task shall be withheld from each invoice. The amount previously withheld on an invoice shall be released upon receipt and approval of the following invoice.

The Department will verify and approve or disapprove the invoice item(s). If the Department does not approve the invoices item(s), the Department will dispute the invoice, per Prompt Payment Act, and provide opportunity to the Contractor to resolve the dispute.

Additional Work

If it becomes evident that additional work will be required in order to complete all necessary work under the terms of this Agreement, the Contractor shall immediately notify the Department’s Project Representative of the need for additional work.
followed with an email providing a detailed description of the necessary additional work.

- No additional work shall be started until the Department Project Representative has verbally authorized the need for the additional work.

- Contractor must provide an email by the close of business on the day that additional work is commenced. The email shall provide a brief explanation justifying the need for additional work and contain a firm estimate that clearly itemizes and describes all costs associated with the additional work, totaling the amount being requested.

- The Department Project Representative will follow up with an emergency contract amendment as soon as is practicable to do so. In most instances, this will be at the completion of the well abandonment requiring the additional work so that all unexpected costs will be captured within the emergency amendment.

- Invoices for additional work performed, in compliance with the terms of the Agreement, can only be submitted after a contract amendment has been fully executed and approved by both the Department and the DGS. Original subcontractor invoices should be included as support for the itemized invoice being submitted for payment.

Failure to follow this process will require the Contractor to submit a claim for payment of work through the Government Claims Board.

B. Budget Contingency Clause

It is mutually agreed that if the State 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 the event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the 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 for purposes of the program, the State shall have the option to either cancel the Agreement with no liability occurring to the State or offer an Agreement amendment to the Contractor to reflect the reduced amount.
C. Prompt Payment Clause

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

D. Federal Funding

It is mutually understood between the Contractor and the Department that the Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

The Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year 2022/2023 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of the contract in any manner.

The Contractor and the Department mutually agree that if the Congress does not appropriate sufficient funds for the program, the contract shall be amended to reflect any reduction in funds.

The Department has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.
### Budget Detail

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**Total Net Sum** $_

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<tr>
<td>2 3/8 Tubing</td>
<td>$__________</td>
</tr>
<tr>
<td>Rods</td>
<td>$__________</td>
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</tbody>
</table>
EXHIBIT D
SPECIAL CONSIDERATIONS

The following considerations are specific to this Agreement and are made a part of this Agreement:

1. Contractor shall provide all labor, equipment, materials, travel, and services necessary to perform all tasks required to plug and abandon enter the names of the wells included in the package.

2. All work is to be performed in accordance with the written plugging and abandonment specifications included with this IFB. Payments will be made in accordance with the Budget Detail and Payment Provisions.

3. All cement plugs shall be Class G or equivalent material and shall have a minimum compressive strength of 1000 psi and a maximum liquid permeability of 0.1 md as outlined in the Supervisor’s Notice to Operators dated January 8, 1990. Each well shall be killed before beginning cementing operations. All cement plugs shall be thermally stable when set.

4. Sufficient cement shall be squeezed into the perforations to fill to a minimum of 100’ outside the casing, or until a pressure increase, not to exceed fracture pressure, is noted.

5. Remove surface facilities and cleanup oilfield refuse. Refuse all facilities removal includes, but is not limited to, removal of surface flowlines and removal of production facilities and equipment. Buried flow lines shall be flushed with clean water and capped.

6. All fluid returns, and water used for washing out equipment, shall be contained in return tanks or Baker tanks. In ground sumps/return pits will not be allowed in this contract. Disposal of all fluids shall be the responsibility of the Contractor.

7. Water for well bore cleanout, mixing cement and mud, washing out equipment, and for fire suppression shall be supplied by the Contractor.

8. Site restoration shall include the removal of the gravel pad and all concrete, if present. All concrete on all well locations shall be broken up and hauled to a concrete recycling facility. In the event the landowner wants to retain the gravel or concrete, the landowner will have to submit a letter to the Department Project Representative at the time of removal.

9. All depths are Kelly bushing measurements unless noted otherwise.
10. An adequate working tubing string shall be provided by the Contractor and shall be retained on site for use as needed.

11. Diligent effort shall be made to reach the clean out depth on each well. This shall include circulating out any fill, and if needed, the use of a sawtooth collar, bit, or mill. This shall also include at least three (3) attempts using appropriate fishing tools exclusive of impression block and mill run(s).

12. For Underground Source of Drinking Water and Based of Fresh Water squeeze cementing, the following procedures shall be used:

   a. Close-in well and pressure test casing to 500 psig. Report findings. If good test MIRU wireline and RIH with 4” hollow steel carrier at shoot four ½” holes at a depth determined by the Division. POOH with wireline. Open casing valve to annular space (annulus between surface casing and production casing). Pump water into production casing and attempt to gain circulation to surface in the annular space. If no circulation is achieved, open surface casing valve and pump water into the annular space. Alternate directions from front side to back side to try to achieve circulation. If circulation is not achieved, proceed to Step c.

   b. If circulation is achieved, RIH with open ended tubing to a depth determined by the Department. After mixing and pumping cement, POOH to a depth determined by the Department, and reverse clean. Close-in well with pipe rams or annular preventer and squeeze cement through annular space. Wait on cement to harden.

   c. If circulation is not achieved in step a, contact the Department Project Representative for further instructions.

13. Contractor shall provide portable toilet for use by all those involved in the project.

14. Contractor shall use the 8-1-1 process to locate and mark any underground utilities at least two (s) working days prior to starting any work.

15. The Contractor shall provide a means of accurately measuring all fluids before being pumped into the wellbore. Examples of such fluids include, but are not limited to, cement, water, mud, and brine.
EXHIBIT E
SPECIAL TERMS AND CONSIDERATIONS

1. The Contractor must possess a current General Engineering contractor license (A, C-61/D-09).

   Note: If hazardous substances, hazardous waste or hazardous material is encountered during any operations covered by this Description of Services, the Contractor or subcontractor performing the operations must possess a valid Hazardous Substance Removal Certificate issued by the State Contractors’ License Board.

2. The Division reserves the right to cancel, halt, or suspend operations at any time and to change details of the proposed work, as necessary, to properly and effectively perform the work required. In the event of such stoppage, the Division shall be under no obligation to the Contractor except to pay for all work completed by the Contractor and otherwise satisfy the Division’s obligations in accordance with the term of the contract as of the time of such stoppage.

3. In well-to-well agreements, the Division shall have the right to terminate the performance of the work covered by the contract for any reason at any point it may desire. This includes the right to delete as many wells as desired from a multiple-well plugging/abandonment contract.

4. The Contractor agrees, after receipt of a copy of the fully executed contract, to start and complete work under the terms of this Standard Agreement. Should the Contractor fail to commence or complete work within said time after receipt of the fully executed contract, or suspend work for a period of five (5) continuous working days after work has begun, the State may provide five (5) days written notice, posted at the job site or mailed to the Contractor, to timely prosecute and complete the work or the contract.

5. The Contractor shall be responsible for obtaining and complying with the required permits from appropriate agencies for the performance of Work on behalf of the Division. Contractor shall be responsible for hauling permits, air quality permits, waste disposal permits, storm water permits and other permits specific to Contractor’s Work.

6. Contractor will prepare necessary California Environmental Quality Act (CEQA) documents for all required permits and assist the Division by submitting information necessary for the Division to prepare the Division’s CEQA documents.
7. **Insurance Requirements** – Contractor shall comply with all requirements outlined in the (1) General Provisions section and (2) Contract Insurance Requirements outlined in this section. No payments will be made under the contract until Contractor fully complies with all requirements.

a. **General Provisions Applying to All Policies**

(1) **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 comply with the original contract terms.

(2) **Policy Cancellation or Termination & Notice of Non-Renewal** – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event 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 the contract upon the occurrence of such event, subject to the provisions of the contract.

(3) **Premiums, Assessments and Deductibles** – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

(4) **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.

(5) **Insurance Carrier Required Rating** – All insurance companies must carry an AM Best 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.

(6) **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
(7) **Inadequate Insurance** – Inadequate or lack of insurance does not negate the Contractor’s obligations under the contract.

(8) **Use of Subcontractors** - The Contractor’s insurance must state that there is blanket coverage while work is being performed under the contract.

b. **Contract Insurance Requirements**

Contractor shall display evidence of the following on an Acord certificate of insurance evidencing the following coverages:

1. **Commercial General Liability** – Contractor shall maintain general liability on an occurrence form with limits not less than $2,000,000 per occurrence for bodily injury and property damage liability combined with a $4,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. The policy shall 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 policy shall also include coverage for losses arising out of explosion, underground, or collapse, known as “XCU” hazards. This 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 name The Department of Conservation, Geologic Energy Management Division, The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract. This endorsement must be supplied under form CG20101185 or CG20371001 Form (B) or its equivalent and attached separately to the certificate of insurance.**

2. **Business Automobile Liability** – Contractor shall maintain business automobile liability insurance for limits not less than $1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the contract involve transportation of hazardous materials, evidence of an MCS-90 endorsement will be required at that time.

3. **Workers’ Compensation and Employers Liability** – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the
performance of the contract. A waiver of subrogation is required to be attached to the workers' compensation certificate of insurance. In addition, employer's liability limits of $1,000,000 are required.

4. Environmental/Pollution Liability—Contractor shall maintain pollution liability or environmental liability insurance covering their liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs for both work performed on site as well as proper disposal of hazardous materials. Limits of not less than $1,000,000 shall be provided on this environmental liability policy.

5. Contractor shall ensure hazardous waste is transported by a transporter registered with the Department of Toxic Substances Control to transport hazardous waste. In addition, contractor shall obtain an MCS90 endorsement to cover liability in the transportation and disposal of hazardous materials.

8. The Contractor must provide the State the required Certificate of Insurance within ten (10) calendar days after notice of award from the State. If the Contractor fails to provide the certificate within the specified time, the State may, at its option, determine that the Contractor is in default and annul the award of the contract. Assessment for damages will be made.

9. The Division shall secure for the Contractor rights of ingress and egress to the work location. The Division shall advise the Contractor of any limitations or restrictions affecting ingress and egress, and the Contractor shall abide by and shall have its employees or subcontractors abide by such limitations or restrictions.

10. Accident Prevention: Precautions shall be exercised at all times for the protection of persons (including employees) and property. These shall include, but not limited to, the installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of work or permanently installed as part of the work. Contractor awarded the contract shall comply with all applicable laws relating to safety precautions, including the safety regulations of the Division of Industrial Safety, California Department of Industrial Relations.

11. The Contractor must adhere to the California Code of Regulations, Title 8, Division 1, Chapter 4 that may be viewed and downloaded at Internet site: https://www.dir.ca.gov/samples/Search/query.htm.
12. The Contractor must adhere to the Hazardous Waste Control law and California Code of Regulations, Title 22, Division 4.5 Environmental Health Standards for the Management of Hazardous Waste that may be viewed and downloaded at Internet site: http://www.dtsc.ca.gov/LawsRegsPolicies/Title22/.

13. The Division shall not be responsible for any costs or time expended to correct the errors, omissions, and/or negligence of the Contractor, the Contractor’s staff, or any Subcontractor’s retained by the Contractor to perform the work.

14. The Contractor shall maintain all its equipment in good safe operating condition at all times. Well control equipment shall be checked by the Contractor, who will use all reasonable means to control and prevent fires and blowouts and to protect the hole.

15. The Contractor shall locate sources of ignition a safe distance from the well(s) and shall prohibit use of open flames (except welding under controlled conditions) or smoking near the wells, pipelines, or other hazardous areas by its own personnel or other parties. If the well or equipment should catch fire from use of open flames or from smoking in hazardous areas, this will be considered as negligence on the part of the Contractor. The Contractor shall observe State, and local laws, rules, and regulations relative to safety and health. The Contractor shall permit no employee or other party on the job site that is under the influence of alcohol or drugs. No alcohol, illegal drugs or firearms shall be allowed by the Contractor on the job site. The Contractor shall have a formal safety program and shall provide suitable equipment and personnel properly and adequately trained in the safe performance of their duties.

16. The Contractor’s Supervisor at the location shall have sole and final responsibility to issue orders to the Contractor’s personnel to evacuate for reasons of weather or emergency.

17. The Contractor agrees to notify the Division promptly in case of any failure of equipment, materials, or supplies.

18. The Division may, at its option, terminate the contract on written notice if the Contractor’s equipment fails to meet the requirements for which it has been designed due to a deficiency in construction and/or design, and Contractor is unable to show that corrective work can be accomplished within thirty (30) days. No day work rate will be payable during the period when such deficiencies are being corrected.

19. Upon completion of plugging/abandonment operations, the Contractor shall remove its equipment from the location and clean up the well site as specified. If clean up at the well site is not accomplished to the Department’s satisfaction,
the Department may retain an amount sufficient to accomplish such clean up out of the last invoice submitted to the Department. This shall not limit the Department's right to recover the full amount of cleanup costs.

20. The Contractor agrees that the Division shall not be liable for or responsible for any damage, loss, or repair to the Contractor's equipment, including, but not limited to, damage, loss, or repair of the equipment during movement to, from or between locations, whatsoever the cause whether through the Division's sole or joint negligence or fault during existence of the contract but the benefits of this paragraph shall not, under any circumstance, inure to the benefit of any third party.

21. The State is not responsible for damage to, or loss of equipment used, including normal wear and tear, or damage resulting from negligent operations.

22. The State reserves the right of approval for any subcontractor used by the Contractor.

23. California Code of Regulations, title 14, Section 1723.6, subdivision (b) requires that any explosives used in well plugging and abandonment operations are handled only by a licensed handler with the required permits. Contractor shall ensure competent blaster, possessing a current, valid California Blaster's License, to be physically present at the well site to accomplish the blasting operation and/or direct and supervise others in such operation.

24. It shall be the duty of the Contractor to see that all subcontractors commence their work promptly, at the proper time, and carry it on with due diligence so they do not delay the completion of the project. All damage caused by subcontractors or their employees must be made good by them or the Contractor. The Contractor will be fully responsible for the acts or omissions of the Contractor's subcontractors and/or other employees.

25. Contractor or subcontractor must possess a Hazardous Substance Removal Certificate issued by the State Contractors' License Board to conduct any removal or remedial action, including soil remediation.

26. Contractor Generated Hazardous Waste: All hazardous waste shall be managed, transported, and disposed in accordance with all Federal, State, and local requirements.

   a. Contractor shall prepare a Sampling Analysis Plan. The best way to sample/analyze any waste is to profile it in a lab prior to disposal. Contractor shall complete Uniform Hazardous Waste Manifest (U.S. EPA Form 8700-22) with the data gathered during sampling.
b. All sampling and analysis conducted by the Contractor shall be performed in accordance with a Quality Assurance/Quality Control (QA/QC) Plan submitted by the Contractor and approved by the Division. The QA/QC Plan will describe:
   i. The procedures for the collection, identification, preservation and transport of samples;
   ii. The calibration and maintenance of instruments;
   iii. The processing, verification, storage and reporting of data, including chain of custody procedures and identification of qualified person(s) conducting the sampling and of a laboratory certified or approved by pursuant to Health and Safety Code section 25198; and
   iv. How the data obtained will be managed and preserved.

c. After completing the Uniform Hazardous Waste Manifest (U.S. EPA Form 8700-22), waste shall be labeled immediately and managed in accordance with Federal, State, and local requirements.

d. Hazardous wastes shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with and in compliance with Federal, State, local requirements.

e. The Contractor shall separate hazardous waste from other materials and wastes and shall protect it from the weather by placing it in a safe covered location as precautionary measures against accidental spillage. Any contaminated sands shall be covered when not being actively managed.

f. Contractor shall comply with all Federal, State, local, requirements and ensure hazardous waste is disposed at a permitted treatment, storage, and disposal facility.

g. Contractor shall maintain proper documentation at all times.

27. Disposal of Solid Wastes: Contractor shall ensure solid wastes, including sanitary wastes, rubbish, debris, waste materials, garbage and other discarded materials shall be placed in containers and disposed of on a regular schedule through the duration of the Project. All handling and disposal shall be conducted to prevent spillage and contamination. A licensed transporter shall transport all solid waste off all construction sites and staging areas and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal.

28. The Contractor shall comply with all State and Federal recycling and waste minimization programs.

Procedures to be employed to ensure all employee training records are to be maintained. Contractor shall maintain all employee training records for verification purposes. On-site training sessions, such as toolbox safety meetings, shall also be available at the job site for all attendees and shall be provided to Division upon request.
30. The Contractor shall provide an itemized list for all oil and equipment removed by the contractor.

31. The Contractor shall provide an itemized list of subsurface salvage including tubing and rods removed from the well(s) with the final invoice. The Contractor shall itemize the salvage value of surface equipment, exclusive of pumping units at individual wells, used in common by an individual operator and apportion the value equally to all wells serviced by said equipment. The Contractor shall itemize the salvage value of pumping units and subsurface equipment by well when requested by the Department. The Contractor's final compensation shall be calculated as follows: Total Cost - Surface Salvage Value - Subsurface Salvage Value + Costs for Unanticipated Conditions (Note: A Time and Materials contract, if needed, requires a separate amendment and separate invoice). The State may at its discretion, require a payment of salvage on an individual well basis by separate instrument or as a deduction to the final invoice.

32. The Contractor's performance in providing services stated hereunder may be evaluated at the end of said contract. Unsatisfactory performance will be reported to the Contractor's State License Board.

33. Force Majeure. The obligations of the parties, except for the payment of money and the furnishing and maintaining of any security required by either party, shall be suspended while any party is prevented from complying, in whole or in part, by strikes; lockouts; fire; war; civil disturbances; acts of God; federal, state, county or municipal laws, orders, rules or regulations; inability to secure materials; unavoidable accidents; or other causes beyond its reasonable control, whether or not similar to the matters specifically enumerated above. Performance shall be resumed when the State determines that such cause has been removed. No party shall be required against its will to adjust or settle any labor dispute.

34. Settlement of Disputes: In the event of a dispute, Contractor shall file a "Notice of Dispute" with Department of Conservation, Geologic Energy Management Division, State Oil and Gas Supervisor or Designee within ten (10) days of discovery of the problem. Within ten (10) days, the State Oil and Gas Supervisor or Designee shall meet with the Contractor and Department Project Representative for purposes of resolving the dispute. The decision of the State Oil and Gas Supervisor or Designee shall be final.

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

36. The Contractor may be liable to the State for the difference between the Contractor's bid price and the actual cost of performing the work following subsequent rebidding.

37. Right to Terminate: The Department reserves the right to terminate the contract subject to 30 days' written notice to the Contractor. Contractor may submit a written request to terminate the contract only if the Department should substantially fail to perform its responsibilities as provided herein. However, the contract can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the Department's notification to the Contractor. The contract may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or Department's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
EXHIBIT F
FEDERAL SPECIAL TERMS AND CONSIDERATIONS

1. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or 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 setting forth the provisions of this nondiscrimination clause.

ii. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

iv. 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, a notice to be provided advising the said labor union or workers' representatives 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.

v. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Department and the Secretary of Labor such information as they
may require for the supervision of such compliance, and that it will otherwise assist the Department in the discharge of the Department's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3. **Davis-Bacon Act**

   a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of the 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

   b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. See Section VI, below, for additional information on state and federal prevailing wage requirements.

   c. Additionally, contractors are required to pay wages not less than once a week.

4. **Copeland Anti-Kickback Act**

   a. The Contractor shall comply with 18 U.S.C. section 874, 40 U.S.C. section 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. The Contractor or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. A breach of contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. section 5.12.

5. **Clean Air Act and the Federal Water Pollution Control Act**
   a. **Clean Air Act**
      i. The Contractor agrees to comply with all applicable standards, order or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et. seq.
      ii. The Contractor agrees to report each violation to the Department and understands and agrees that the Department will, in turn report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
      iii. The Contractor agrees to include these requirements in each subcontract exceeding $150,000.
   b. **Federal Water Pollution Control Act**
      i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
      ii. The Contractor agrees to report each violation to the Department and understands and agrees that the Department will, in turn report each violation as required to the appropriate Environmental Protection Agency Regional Office.
      iii. The Contractor agrees to include these requirements in each subcontract exceeding $150,000.

6. **Suspension and Debarment Clause**
   a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined in 2 C.F.R. section 180.905) are excluded (defined in 2 C.F.R. section 180.940) or disqualified (defined in 2 C.F.R. section 180.935).
b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the Department. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. **Byrd Anti-Lobbying Clause**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

8. **Procurement ofRecovered Materials Clause**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

a. Competitively within a timeframe providing for compliance with the contract performance schedule;

b. Meeting contract performance requirements; or

c. At a reasonable price.
d. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

e. The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

9. **Compliance with Federal Law, Regulations, and Executive Orders**

   This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

10. **No Obligation by Federal Government**

   The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Department, Contractor, or any other party pertaining to any matter resulting from the contract.

11. **Program Fraud and False or Fraudulent Statements or Related Acts**

   The Contractor acknowledges that 31 U.S.C. Chap 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

12. **Domestic Preferences for Procurements**

   a. As appropriate and to the extent consistent with law, the Department should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

   b. For purposes of this section:

      i. “Produced in the United States” means, for iron and steel products, that all manufacturing process, form the initial melting state through the application of coatings, occurred in the United States.

      ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as
aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber’ and lumber.

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

a. Contractor and its subcontractors are prohibited from obligating or expending federal assistance funds to:

i. Procure or obtain;

ii. Extend or renew a contract to procure or obtain; or

iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-323, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.

3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected
businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

a. See Public Law 115-232, section 889 for additional information.

b. See also 2 C.F.R. section 200.471.
EXHIBIT G
PUBLIC WORKS REQUIREMENTS AND INFORMATION

This contract entails performance of “public work” for purposes of California Labor Code section 1770 et seq. The Contractor will cause work pursuant to the contract to be performed as a public work for purposes of California Labor Code section 1770, in compliance with California Labor Code section 1770 et seq. and related laws, implementing regulations, and guidance. Work in furtherance of the contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”).

Each bidder submitting a bid for such contract work must be registered with DIR, pursuant to California Labor Code section 1725.5 and 1771.1, subdivision (a). A bidder who is not a DIR Registered Contractor when submitting a bid for the contract work is deemed “not qualified.” Pursuant to Labor Code section 1725.5, all subcontractors identified in a Bidder’s Subcontractor’s List shall also be DIR Registered Contractors. The Contractor shall submit proof of DIR registration with its bid proposal.

1. The Contractor shall ensure the following, in compliance with California Labor Code section 1770 et seq. and related laws, California Code of Regulations, title 8, section 16000 et seq., and guidance issued by DIR:

   (a) That all Contractors, and subcontractors of any tier, are and remain DIR Registered Contractors at all times during the performance of the work. Contractor shall provide the Department with evidence of such registration by each prospective subcontractor prior to entry into the subcontract, pursuant to California Labor Code section 1771.1, subdivision (b).

   (b) Workers employed in furtherance of this contract by the Contractor, or by any subcontractor, are compensated and employed in compliance with the prevailing age determinations issued by the DIR pursuant to California Labor Code section 1771 or the U.S. Department of Labor under the federal Davis-Bacon Act. The Contractor shall pay whichever of the two wages (state or federal) is higher for each applicable job classification. DIR prevailing wage determinations are available at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm, and federal prevailing wage determinations are available at https://sam.gov/content/wage-determinations. The Contractor is responsible for determination of proper classifications of work for prevailing wage purposes, and for ensuring that the applicable prevailing wages are paid.

   (c) Notices regarding applicable prevailing wage rates are posted at each job site, or at a single location that is readily available to all workers, as required by the
Davis-Bacon Act (see 48 C.F.R. section 22.404-10) and California Labor Code section 1771.4 and implementing regulations;

(d) The Contractor and all subcontractors shall:

i. Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in furtherance of the contract, as required by California Labor Code section 1776;

ii. Verify such payroll records under penalty of perjury under the laws of the State of California, as described in California Labor Code section 1776;

iii. Submit such records directly to the California Labor Commissioner, as required by California Labor Code section 1771.4, subdivision (a)(3); and

iv. Comply with all other requirements of California Labor Code section 1776; payroll records and other records of performance of work may be inspected upon request by DIR or the Department, for purposes of monitoring compliance with referenced laws in fulfillment of the contract;

(e) The Contractor monitors the payment of the specified general prevailing rate of per diem wages by each subcontractor to its employees, by periodic review of the certified payroll records of each subcontractor; upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor; prior to making final payment to a subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury under the laws of the State of California from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees, any amounts due pursuant to California Labor Code section 1813;

(f) The Contractor complies with any request of the Labor Commissioner to withhold and transfer money otherwise due to a subcontractor, in order to satisfy a wage and penalty assessment, pursuant to California Labor Code section 1727, subdivision (b); the Contractor acknowledges that the Department may withhold amounts otherwise due to the Contractor in order to satisfy a Civil Wage and Penalty assessment issued by the Labor Commissioner, pursuant to California Labor Code section 1727, subdivision (a);

(g) Deficient wages are paid to workers, and penalties determined by the Labor Commissioner are satisfied, by the Contractor and by all subcontractors, in compliance with California Labor Code section 1776 and implementing
regulations and guidance; all subcontracts of any tier shall include a copy of the provisions of California Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815;

(h) The Contractor and all subcontractors shall:

i. Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in furtherance of the contract, as required by California Labor Code section 1776;

ii. Verify such payroll records under penalty of perjury under the laws of the State of California, as described in California Labor Code section 1776;

iii. Submit such records directly to the California Labor Commissioner, as required by California Labor Code section 1771.4, subdivision (a)(3); and

iv. Comply with all other requirements of California Labor Code section 1776; payroll records and other records of performance of work may be inspected upon request by DIR or the Department, for purposes of monitoring compliance with referenced laws in fulfillment of the contract;

(i) The Contractor monitors the payment of the specified general prevailing rate of per diem wages by each subcontractor to its employees, by periodic review of the certified payroll records of each subcontractor; upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor; prior to making final payment to a subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury under the laws of the State of California from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees, any amounts due pursuant to California Labor Code section 1813;

(j) The Contractor complies with any request of the Labor Commissioner to withhold and transfer money otherwise due to a subcontractor, in order to satisfy a wage and penalty assessment, pursuant to California Labor Code section 1727, subdivision (b); the Contractor acknowledges that the Department may withhold amounts otherwise due to the Contractor in order to satisfy a Civil Wage and Penalty assessment issued by the Labor Commissioner, pursuant to California Labor Code section 1727, subdivision (a);

(k) Deficient wages are paid to workers, and penalties determined by the Labor Commissioner are satisfied, by the Contractor and by all subcontractors, in
compliance with California Labor Code section 1776 and implementing regulations and guidance; all subcontracts of any tier shall include a copy of the provisions of California Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815;

(l) The Contractor and all subcontracts comply with requirements related to employment of apprentices, set forth in California Labor Code, related regulations, and guidance from DIR. Properly registered apprentices shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code section 200 et seq. Each Contractor and subcontractor must, prior to commencement of the public works contract, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California, 94102, or one (1) of its branch offices to ensure compliance and complete understanding of the law regarding apprentices and specifically the required ration thereunder. Responsibility for compliance with this section lies with the Contractor.

(m) The Contractor and all subcontractors comply with the working hours requirements set forth in California Labor Code section 1810 et seq., including payment of overtime wages; except as allowed under California Labor Code section 1815, the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor and any subcontractors shall forfeit, as a penalty to the State, twenty-five dollars ($25) for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week;

(n) The Contractor and all subcontractors comply with the workers compensation insurance requirements of California Labor Code sections 1860 and 3700 et seq.; Contractor and each subcontract shall sign and file with the Department the following certification prior to performing work pursuant to the contract: “I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract”; and

(o) No subcontractor that is currently debarred by the Labor Commissioner from performing work on public works, pursuant to California Labor Code section 1777.1 shall perform work on the contract.

2. The Contractor and any subcontractor under the contractor shall, as a penalty to the State, forfeit not more than two hundred dollars ($200) for each calendar day,
or portion thereof, for each worker paid less than the prevailing wage rates as determined by DIR for the work or craft in which the worker is employed, and in addition the Contractor and any subcontractor under the contract further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

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

4. The contract is subject to state contractor nondiscrimination and compliance requirements as stated in Public Contract Code section 11119.

5. By signing the contract, the Contractor swears under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a Federal court which order the Contractor to comply with an order of the National Labor Relations Board.