

FULLY EXECUTED

**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER

13-T3828

REGISTRATION NUMBER

EP1370008

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

STATE AGENCY'S NAME

Department of Toxic Substances Control

CONTRACTOR'S NAME

Parsons Environment & Infrastructure Group Inc.

2. The term of this Agreement is: August 1, 2014 through August 1, 2016

3. The maximum amount of this Agreement is: \$ 0.00  
Zero Dollars and Zero Cents

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

Exhibit A – Scope of Work 16 page(s)

Exhibit B – Budget Detail and Payment Provisions 10 page(s)

Exhibit C\* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 17 page(s)

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions 4 page(s)

**RSRC Master Agreement – Southern California (Chatsworth)**

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 <http://www.dgs.ca.gov/Default.aspx?alias=www.dgs.ca.gov/ols>

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

**CONTRACTOR**

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

Parsons Environment & Infrastructure Group Inc.

BY (Authorized Signature)

*Ane Deister*

DATE SIGNED(Do not type)

7/29/14

PRINTED NAME AND TITLE OF PERSON SIGNING

Ane Deister, Vice President

ADDRESS

100 W. Walnut Street, Pasadena, CA 91124

**STATE OF CALIFORNIA**

AGENCY NAME

Department of Toxic Substances Control

BY (Authorized Signature)

*Sandra Poindexter*

DATE SIGNED(Do not type)

7/30/14

PRINTED NAME AND TITLE OF PERSON SIGNING

Sandra Poindexter, Procurement and Contracting Officer

ADDRESS

1001 I Street, P.O. Box 806, Sacramento, CA 95812-0806

California Department of General Services Use Only

Exempt from the Department of General Services Review per H & S Code Sections 25358.3(A) and 25358.5.

Exempt per:

**SCOPE OF WORK**

1. Parsons Environment & Infrastructure Group Inc. (Contractor), agrees to provide services to the Department of Toxic Substances Control (DTSC) for Hazardous Substances/Materials Site Remediation. The term of this Contract is through August 1, 2016.
2. Contractor shall provide the services required under the terms of this Contract at any location selected by State, primarily, but not exclusively, within the geographic boundaries described below:

<b>REGION</b>	<b>COUNTIES</b>
Department of Toxic Substances Control 9211 Oakdale Avenue Chatsworth, California 91311 Phone: (818) 717-6500 Fax: (818) 717-6527  Southern California – Chatsworth	Santa Barbara, Ventura, and Los Angeles.

3. The Contract Manager and Contractor Representative respectively, during the term of this Contract will be the following.

Direct all inquiries to:

**Contract Manager**

Javier Hinojosa  
Department of Toxic Substances Control  
9211 Oakdale Avenue  
Chatsworth, California 91311  
Phone: (818) 717-6612  
Email: [Javier.Hinojosa@dtsc.ca.gov](mailto:Javier.Hinojosa@dtsc.ca.gov)

**Contractor's Representative**

Ane Deister, Vice President  
Parsons Environment & Infrastructure Group Inc.  
100 W. Walnut Street  
Pasadena, California 91124  
Phone: (530) 863-0750  
Email: [ane.deister@parsons.com](mailto:ane.deister@parsons.com)

4. Any of the above Contract Representatives may be changed upon written notification to each party with a copy to DTSC's Contract Administration Unit and the Contract Development Unit.

5. General Scope of Work

The Contractor shall provide all the equipment, personnel, supplies, and materials necessary to perform the work. DTSC shall authorize the Contractor to perform work funded through written Project Specific Contracts under this Regional Site Remediation Contract. The Project Specific Contracts shall identify the Scope of Work (SOW), deliverables, schedule, and budget, based on Exhibit B. DTSC and the Contractor agree that no specific quantity of work is guaranteed to be provided under the terms and conditions of this Contract. Work Orders and Field Orders will be issued detailing the implementation requirements for the work identified. Approval of Work Orders and Field Orders will be granted by the Contract Manager, or designee. A sample Work Order/Field Order Approval Form is attached and by this reference made a part hereof.

The work/services required under this Contract are as follows:

- a) Development of Work Plans for Corrective Measures/Remedial/Removal Actions.
- b) Implementation of Corrective Measures/Remedial/Removal Actions.
- c) Development of Reports summarizing work completed.

In performing services, the Contractor may be required to: process and store all data whether generated by the Contractor or provided to the Contractor; prepare reports and participate in Project review meetings; prepare materials for public information; participate in public meetings and hearings; or provide testimony as an "expert" witness.

6. Work Orders for Corrective Measures/Remedial/Removal Actions

All work performed under the project specific Contract shall be directed by a Work Order and no work shall commence by the Contractor until a Work Order has been issued by the Contract Manager, or their designee. Work Orders are the written mechanism for implementing the terms and conditions of the direct project specific activities and allocating authorized funds under the project specific Contract. Upon approval, Work Orders shall become a part of the project specific Contract.

Work Orders shall be issued defining the project specific activities necessary to allocate funds authorized for those activities under the Project Contract. The Work Order will be prepared by or at the direction of the Contract Manager in consultation with the Contractor, (See Exhibit A-1).

Work Order shall include:

1. Work Order Approval Form, Exhibit A-1, which is attached and made a part hereof;
2. Detailed Scope of Work to be performed shall include the format and content of deliverables required;
3. Performance time schedule indicating when subtasks are to be completed and/or deliverables submitted;
4. Total amount of Work Order;
5. Conditions of payment for the ordered services;
6. Detailed Project budget by subtask to perform specific element(s) of work; and
7. Identification of key Project staff by classification.

- a) Start Work Order. The Contract Manager shall issue a Start Work Order with the final approved Work Order. The Contractor shall not perform or undertake any work prior to the issuance of this Start Work Order nor conduct activities not indicated or addressed in the Work Order.

The Contractor shall immediately notify the Project Manager and the Contract Manager, or their designee, of any conditions or events that may interfere with completion of the work, or require a modification in the Work Order. The Contract Manager, in a reasonable time, will provide written direction to the Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, or changes and additions not authorized in writing by the Contract Manager will not be considered for compensation.

- b) Work Order Modifications. If after an approved Work Order has been issued, DTSC determines that change(s) are necessary (e.g., SOW, total amount payable), the Contract Manager will issue an Amendment to the original Work Order.

The Work Order Amendment will include the reason(s) for the change(s), the specific change(s) in the work required, changes to or additional deliverables, schedule changes, budget augmentations and any adjustment to the Contractor's payments caused by the Amendment to the Work Order. If DTSC determines that minor modifications to a Work Order are necessary but will not affect cost of the Work Order, the Contract Manager, or designee, may instruct the Contractor in writing to make such modifications without issuing a formal Work Order Amendment.

If after an approved Work Order has been issued, DTSC determines that a change to the Work Order is necessary to meet time critical needs to implement the SOW based on changed or unforeseen site conditions, a Field Order (See Exhibit A-2) may be issued. The Project Manager will coordinate with the Contract Manager or designee in order to provide this approval. The Field Order operates as an approved amendment to the Work Order.

- c) Stop Work Orders. DTSC, in its sole discretion, may cancel or stop work on a Work Order at any time for any reason. The Contract Manager or their designee will notify the Contractor in writing that the Work Order has been cancelled or suspended, and will authorize payment to the Contractor for actual work completed to date.
- d) Work Order Deliverables/Reporting Requirements. All deliverables and reports shall be delivered to the Contract Manager or to another location, as specified in the Work Order. Each Work Order shall specifically describe the work to be performed and/or the work product(s) to be delivered.
1. All technical reports and documents shall be signed, stamped and/or certified as directed by DTSC. For example:
    - A. Lab analyses shall be signed by the chemist responsible for the work.
    - B. Engineering reports shall be signed and stamped by an appropriate California Registered Professional Engineer as required in the California Business and Professions Code.

- C. Geology and hydrogeology reports shall be signed by a Professional Geologist or Certified Engineering Geologist or appropriate California Registered Professional Engineer as required in the California Business and Professions Code.
  - D. Health and Safety Plans and other related reports shall be signed by a Certified Industrial Hygienist.
  - E. Reports that involve other disciplines shall be signed by an appropriately qualified professional.
  - F. Reports that involve two or more disciplines shall be signed by appropriately qualified professionals from each discipline.
2. All reports shall be prepared as detailed in the Work Order.

DTSC reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Contract, and reserves the right to authorize others to use or reproduce such materials.

If requested, the Contractor shall prepare a monthly summary report for a Work Order. Should DTSC require more frequent or detailed progress reporting on specific Work Orders, the Work Order will specify the specific reporting requirements and funding.

7. Development of Work Plans for Corrective Measures/Remedial/Removal Actions

- a) Preparation of Work Plans. If, in the sole discretion of the Contract Manager, the scope of services needed requires a Work Plan, a Work Order may be issued directing the Contractor to prepare such a plan. This Work Plan shall be sufficiently detailed to fully describe the work to be performed and shall contain the following key tasks:
  1. The Scope of Work arranged in logical order, including major tasks to be assigned.
  2. A time-phased project schedule listing major subtasks and target dates start-up and completion points of subtasks and/or submission of deliverables.
  3. A detailed description of all deliverables.
  4. Support plans, such as site-specific Health and Safety Plan (HSP), transportation plan, dust control procedures and air monitoring plans.
  5. Identification of required permits.
  6. If required, signed by a person registered in California as a professional engineer in the appropriate field of engineering or other appropriate professional discipline.
  7. A statement regarding conflict of interest in performance of work by the Contractor and proposed subcontractors.
  8. A complete and detailed estimate of project costs using the bid labor, equipment and subcontractor rates.
- b) Review and Approval of Work Plans. The Contract Manager or their designee will review the Contractor's proposed Work Plan and may require the Contractor to revise portions or the entire Work Plan to meet DTSC requirements or needs. Said revisions shall be completed and submitted within the timeframe specified by the Contract Manager.

8. Implementation of Corrective Measures, Remedial or Removal Action.

- a) Contractor Services. The Contractor shall have the capability to provide or be able to obtain the services listed below.
1. Construct and operate groundwater extraction and treatment system or soil vapor extraction and treatment system or similar treatment facilities in accordance with approved design, drawings and specifications provided by DTSC.
  2. Construct and operate in-situ treatment systems in accordance with approved design, drawings, and specifications provided by DTSC.
  3. Construct and maintain engineered and vegetative caps in accordance with approved designs, drawings and specifications provided by DTSC.
  4. Excavate and off-site dispose of contaminated soils to an approved permitted facility.
  5. Remove non-containerized hazardous substances or materials to an approved permitted facility.
  6. Consolidate and remove drums, barrels, tanks, or other bulk containers that contain or may contain hazardous substances/wastes to an approved permitted facility.
  7. Evacuate and remove underground or above ground storage tanks containing liquid wastes and dispose of contents to an approved off-site permitted facility.
  8. Construct or install physical barriers to deter the spread of hazardous substances/materials.
  9. Perform general site preparation and earthwork, including grading, drainage control and stabilization of berms, dikes or impoundments and removal of non-hazardous debris.
  10. Collect confirmation samples in accordance with an approved sampling plan.
  11. Perform sampling and water level measurements of ground water monitoring wells, and perform sampling of surface water, soil, soil-gas and air.
  12. Decommission monitoring wells or any vertical conduits.
  13. Install temporary cover/cap over contaminated soils or sludge.
  14. Demolish or construct structures.
  15. Install fences and warning signs and implement any other site control precautions.
  16. Provide site security guard service.
  17. Provide weed abatement.
  18. Conduct necessary general site maintenance.
  19. Sample liquids and solids and deliver samples to a State of California certified laboratory (see item 6.g of this section).
  20. Provide bottled water for domestic use.
  21. Provide and maintain weekly on-site sanitation facilities such as showers and toilets.
  22. Other services as directed by DTSC.

All services provided by the Contractor related to the excavation, handling, management and disposal of hazardous substances/materials shall be performed in accordance with all applicable State, Federal and local laws, ordinances, and regulations. Reports and deliverables shall be submitted in accordance with the

specification outlined in the Work Order Deliverables/Reporting Requirements section above.

- b) Cleanup of Work Areas. The Contractor shall not contaminate the project area. The Contractor shall not dispose of chemical, fuels, oils, rubbish, or other materials onto the ground. The Contractor shall remove from the site all equipment, unused materials, temporary facilities and other miscellaneous items resulting from or used in the implementation of remedial or removal action. The Contractor shall replace or repair any facility damaged during the activities. The Contractor shall clean-up site to the satisfaction of DTSC.
- c) Decontamination of Personnel and Equipment. The Contractor shall be responsible for decontamination of equipment and personnel on-site in accordance with the HSP. The Contractor shall equip, supply, and maintain an on-site decontamination station for remediation equipment and personnel. The Contractor shall ensure that this station has the capability to contain and collect all fluids involved in or generated by the decontamination procedure. The Contractor shall be responsible for providing containers to store and properly dispose of decontamination materials.
- d) Enforcement Support. If requested, the Contractor shall support enforcement proceedings on a project. Such proceedings may be directed toward obtaining an injunction against continued use of the site, an order to undertake remedial or removal action, recovery of costs incurred by DTSC in undertaking such actions, or other civil, criminal, or administrative enforcement actions. The work will be directed by DTSC to ensure that all the necessary data are collected and proper chain-of-custody procedures required to support court proceedings are observed.

The following enforcement support tasks may be required:

1. Collection and review of available data and background information about a Project. This data may include information about the nature of the waste present (e.g., type, amount, and source), waste management practices at the Site or Site conditions (e.g., geological conditions of the area, potential for or existence of contamination in soil, water, and soil gas), and health data (e.g., history of incidents, population at risk).
  2. Chain-of-Custody. The Contractor shall be required to implement document control and chain-of-custody procedures.
  3. Documentation. Photographs may be required to document conditions at the Site. Mapping of a Site may also be required, as may location of sampling of soil, surface water, soil gas and ground water. Special displays may have to be prepared.
  4. Provision of Expert Testimony. The Contractor may be required to provide testimony during enforcement proceedings, or locate and subcontract for other qualified individuals who would serve as expert witnesses for a given Site. Preparation of affidavits and depositions will be required.
  5. Identification of potentially responsible parties.
  6. Other enforcement support as required.
- e) Expedited Implementation of Removal Actions. In cases where DTSC determines that a removal action must be implemented as soon as possible in order to prevent or mitigate immediate or significant risk or harm to human life or health or to the

environment, the Contractor shall be capable of initiating the specified removal actions within a one-week notice.

- f) Health and Safety Program and Project-Specific Safety and Health Plans. The Contractor shall coordinate and implement a health and safety program (HSP) as outlined in both Federal and State statutes. The health and safety program shall include, but not be limited to, the following:

1. Firms health and safety policies and responsibilities;
2. Key personnel and their health and safety responsibilities;
3. Employee responsibilities;
4. Personal protective equipment program;
5. Respiratory protection program;
6. Medical surveillance program;
7. Exposure monitoring program;
8. Training program;
9. Access to employee exposure and medical record;
10. Hazard communication program; and
11. Hearing conservation program.

The Contractor shall, when directed by DTSC, prepare, coordinate, and implement project specific safety and health plans in accordance with the requirements of Section 5192 of Title 8, California Code of Regulations (CCR) and 29 Code of Federal Regulations (CFR) 1910.120 and all applicable State, Federal and local laws, ordinances and regulations.

The Contractor shall perform all work in accordance with the Project specific HSP as approved by DTSC. Noncompliance by the Contractor personnel with that plan is grounds for a Stop Work Order or dismissal of the Contractor with payment only for the work completed.

All contractors and all subcontractors shall be given a copy of the Project Specific HSP prior to entering the site. Any supplemental HSPs prepared by any subcontractor shall also be prepared in accordance with the regulations and guidance identified above. The prime Contractor will be responsible for ensuring that all subcontractor supplemental HSP's will follow these regulations and guidelines.

- g) Laboratory Services.

1. Chemical Laboratory Services. The Contractor shall subcontract with an independent laboratory certified by the State of California to perform the particular analysis to obtain physical and chemical analysis of samples of air, waste, soil, soil gas, or other solid matter, and water, or other liquid matter. The Contractor shall evaluate quality assurance and quality control data and also provide interpretations and reports describing the analytical results. The Contractor shall insure that the laboratory provides the raw analytical data in the Laboratory Electronic Deliverable Format™ (EDF) and the complete analytical reports in a PDF format. The Contractor shall have the capability to provide the PDF data to DTSC and, if requested, convert PDF data to Excel, Word or other comparable data management software.



Chemical laboratory shall provide validation and assessment of data provided by DTSC or its contractors. This effort will assure usability of data as related to Project objectives. The review will include, but not be limited to, the following:

- a. Sample holding periods
  - b. Instrument calibrations
  - c. Standards
  - d. Analytical methodology
  - e. Detection limits
  - f. Blanks
  - g. Accuracy and precision
  - h. Data reduction and reporting
  - i. Chain-of-custody
2. Soils Laboratory Services. The Contractor shall conduct or subcontract with a laboratory to obtain a full range of physical testing needed for engineering purposes, including but not limited, to:
- a. Triaxial shear test up to four (4) inch diameter, unconfined and confined compression test up to four (4) inch diameter, consolidation and compaction,
  - b. free and confined swell, field (double ring infiltrometer) and laboratory permeability
  - c. in-place density (sand cone and nuclear gage),
  - d. soil classification (Attberger limits, sieve analysis, etc.), and
  - e. ion exchange capacity and organic carbon content, in accordance with standard test procedures (ASTM, ASSHO, etc.).
3. Industrial Hygiene Laboratory Services. The Contractor shall conduct or subcontract with a laboratory to obtain sample analysis and related activities in support of the HSP and other related activities conducted at the project.
4. Contractor's Responsibility. The Contractor shall be responsible for the collection and delivery of all samples to laboratories in accordance with State approved procedures. The Contractor shall be required to coordinate with the laboratory with respect to scheduling workload and other special requirements of the laboratory. The Contractor shall be responsible for providing or obtaining multiple copy chain-of-custody forms acceptable to the laboratories. The Contractor shall be responsible for any errors, omissions or delays in analysis performed by laboratories. The Contractor shall be responsible for informing DTSC of any problems or situations with respect to the laboratories, which could reasonably be expected to affect performance under this Contract.
- h) Mobilization and Demobilization. The Contractor shall provide all work necessary to transport all personnel, material, and equipment to and from the site, set up and remove all offices and/or other necessary facilities, and clean up each project site. This includes cleaning of all equipment prior to initiating work and following completion of work as specified in the Decontamination of Personnel and Equipment and Cleanup of Work Areas (sections c, and b, respectively of this Scope of Work) or as directed in a Work Order.

- i) Monthly Progress Report. If requested, the Contractor shall prepare a monthly summary report for a Work Order. Should DTSC require more frequent or detailed progress reporting on specific Work Orders, the Work Order will specify the specific reporting requirements and funding.
- j) Personal Sanitation Facilities. The Contractor shall provide on-site personal sanitation facilities for field staff. These facilities shall include, but not be limited to, eyewash stations, shower, and toilet facilities. These facilities shall be properly cleaned and maintained by the Contractor.

9. Review and Approval of Contractor Performance, Deliverables and Work Products

- a) The Contract Manager, or designee, will ensure that the Contractor performs to DTSC's satisfaction all work performed under the Contract prior to approving Contractor's performance and authorizing payment.
- b) Prior to approval, the Contract Manager, or designee, will review the deliverables and/or work product(s) and take reasonable measures to ascertain they meet the format and content requirements specified in the Work Order. The Contractor may be required to revise the deliverable(s) and/or work product(s) prior to DTSC approval and authorization for payment. DTSC's review and approval of Contractor's work shall not relieve or excuse the Contractor from any obligations to perform fully and adequately under this Contract and any amendments and Work Orders.
- c) DTSC, at its sole discretion, may remove the Contractor or any subcontractor from work on a site at any time for any reason.

10. General Requirements

- a) DTSC will provide site access.
- b) The Contractor shall supply all utility services required for the Contractor's work at each site and will be reimbursed by DTSC on actual invoices from utility companies (no General and Administrative Percentage allowed).
- c) The Contractor shall ensure that all necessary equipment, materials, and personnel are present at the site and in operating condition at the beginning of each workday as specified by DTSC. DTSC shall be the sole judge of whether equipment is in "operating condition" within the meaning of the term as used herein. It is the Contractor's responsibility to have equipment in good working order at no cost to DTSC.
- d) The Contractor shall procure the necessary permits to conduct the specified work, and will be reimbursed by DTSC at cost based on actual invoices.
- e) The Contractor shall not be paid for down time or time loss due to equipment breakdown or malfunction or not having the required equipment, materials or personnel on-site or other loss time due to Contractor negligence in securing sub-contracts needed to conduct specified work.

f) Standby Time

1. DTSC may authorize Standby Time when the Contractor is prevented from performing the necessary work due to no fault of its own. DTSC may authorize Standby Time in situations involving site access problems or delays caused by other DTSC contractors or personnel.
2. The Contractor shall petition DTSC immediately, (same day or within 3 hours of event causing delay, whichever is less) for an allocation of Standby Time. Any petition must contain hourly log data documenting Site field conditions and the reasons for the claim. DTSC will respond to the Contractors claim within 24-hours of receiving the petition.

g) The Contractor shall ensure that equipment operators have the necessary training and are qualified to perform all work specified within industry standards.

h) Data Management.

1. The Contractor shall provide electronic storage, search, retrieval, and other management of data collected in the course of any activity undertaken pursuant to this Contract and other data specified by DTSC. These data may include:
  - a. Project descriptions,
  - b. coordinates and elevations of sampling stations and features of Sites,
  - c. results of environmental measurements,
  - d. remedial action schedules, and
  - e. costs, obligation and outlay projections, and other financial information.  
The principal sources for the data are current contaminant levels, confirmation sampling, and construction drawings including as-built and final drawings. All data are the property of DTSC.
2. Data handling services shall include, but are not limited to, the following capabilities:
  - a. Producing data processing products and providing data processing services with editable capabilities in conformance with typical data processing industry standards, which include:
    - i. Access
    - ii. Excel
    - iii. Word
    - iv. Microsoft Project
    - v. Computer Aided Design Software
  - b. Modification of information systems (formats may be specified by DTSC).
  - c. Processing, including: rearranging, sorting, searching, retrieving, computing, formatting and displaying output (tabular printouts, and graphs) on screens (CRT), paper, and other media.
  - d. Personal computers for field uses.
  - e. Submittal of invoices electronically, backed up in searchable PDF on a CD.
  - f. Submittal of technical documents, written reports, and laboratory data electronically to DTSC's EnviroStor database following the Electronic Submittal of Information (ESI) requirements, and backed up in searchable PDF format on a CD.

- i) Management Systems and Project Coordination. Contractor shall have the capability to coordinate and manage large-scale, complex, and multifaceted projects related to all phases of activities required by this Contract. This includes but is not limited to: implementation and operation of management systems; to plan, schedule, and coordinate resources; to track and report on work activities, work progress, funding of specific activities, and assignment of accountability for work products.
- j) Disposal.
  - 1. Preferred disposal methods shall be those that are most cost-effective to the State, utilizing the most appropriate and nearest geographically disposal Site available to accept the waste.
  - 2. The Contractor shall assure DTSC that disposal Sites used are approved by Federal, State and local governments and that there are no known pending administrative or judicial actions to restrict their use. DTSC may require at the time of disposal at least three bids for disposal of wastes that are not a part of the Contractor's bid rates.
  - 3. Contractor shall provide annually a cost price analysis for the disposal/recycling of waste streams. This analysis should be based on a minimum of three estimates derived from the disposal/recycling facilities most commonly used.

11. Subcontracting Requirements

- A. Contractor must utilize the identified subcontractors for the services identified in this Contract. For Project specific services not detailed in the site specific Project Contract, the Work Orders will specify the Contractor obtain written estimates from at least three (3) subcontractors. The Contractor will be required to select a subcontractor based on the subcontractor's cost estimate, qualifications to do the specific task, and availability. The Contractor will be required to obtain approval from the DTSC Contract Manager prior to utilizing the subcontractor's services.
- B. In the event a subcontractor is unavailable, the Contractor may substitute another subcontractor meeting the minimum requirements that was used during the development of this Contract.

Cost billed for subcontracted services shall not exceed the cost rate. For example, If a fixed rate has been established for a labor category set forth in the Contract Rate Schedule for the Contractor, but the Contractor decides to provide that labor category through a subcontractor, reimbursement for that labor category shall be at cost (including applicable indirect cost), but shall not in any event exceed the cost rate established in this Contract for that labor category for the Contractor. Additional services may be subcontracted with the approval of the Contract Manager.

12. Minimum Staffing

Contractor shall have available all personnel, equipment, materials and training necessary to comply with the described SOW through full duration of the Contract.

The Contractor shall maintain the minimum number of personnel required. The minimum number of personnel includes: one program manager and two (2) foremen, one registered civil engineer, one non-registered engineer, three (3) equipment operators, one certified industrial hygienist, and one cost estimator. Information must be provided to show that these individuals have the experience outlined below in the Staff Descriptions.

The Program Manager and Registered Civil Engineer shall be employees of the Contractor. If the Program Manager or Registered Civil Engineer identified in the Contract is no longer employed by the Contractor or is unavailable, an equally qualified replacement shall be identified and their credentials shall be provided to DTSC with 30-days for approval.

Staff Descriptions. The following staff descriptions and qualifications shall be used to define the required staff qualifications.

- a) Program Manager. The Program Manager will oversee all activities under this Contract. The Program Manager must be knowledgeable in hazardous substances/materials site remedial actions, coordinating with other contractors, following written specifications, and general oversight of medium size projects. The Program Manager will be the principal contact person for work orders. The Program Manager will have five years experience in hazardous substances/materials site remediation activities and implementing safety plans; of which two years must be direct on-scene field experience and a minimum of three years of the required experience in managing and supervising multidisciplinary cleanup personnel; must demonstrate knowledge of heavy equipment operation, field construction, cleanup and mitigation actions, disposal and treatment operations.
- b) Field Foreman. The foreman will oversee and coordinate site specific operations. The foreman will be experienced in earthwork, heavy equipment, and hazardous substances/materials site remedial action implementation. Each foreman shall have three years experience in hazardous substances/materials site remedial action implementation.
- c) Engineer (unregistered). The engineer shall have experience for the engineering work in connection to the site remediation activities. The engineer shall have a minimum of 2 years of experience conducting engineering activities in connection with hazardous substances release investigation, feasibility analysis and design and/or construction oversight. The engineer must have an engineering degree in civil, chemical, mechanical, environmental, or waste management from an accredited college.
- d) Civil Engineer (registered). The engineer shall have experience for the engineering work in connection to the site remediation activities. The engineer must possess a valid certificate as a registered civil engineer issued by the California State Board of Registration for Professional Engineers. The engineer shall have a minimum of 5 years of experience conducting engineering activities in connection with hazardous substances release investigation, feasibility analysis and design and/or construction oversight.

- e) Cost Estimator. The cost estimator will be responsible for developing detailed cost estimates for implementing remedial/removal actions covering labor (classifications and hours), subcontractors, equipment, materials, supplies, and travel. The estimator should have 3 years of experience preparing detailed cost estimates for Projects between \$500,000 and \$1,000,000.
- f) Drafter. The drafter will be responsible for preparing detailed plans and drawing using the standard CADD or similar software. The drafter should have 3 years of experience preparing detailed plans using standard software.
- g) Geologist (Unregistered). The geologist shall have experienced for the geologic work/assessment in connection to the site remediation activities. The geologist shall have a minimum of 2 years of experience conducting geological activities in connection with hazardous substances release investigation, feasibility analysis and design and/or construction oversight.
- h) Geologist (Registered). The geologist will be responsible for the geologic work/assessment in connection to the site remediation activities. The geologist shall possess a valid certificate as either a professional or certified engineering geologist issued by the California State Board of Geologists and Geophysicists. The geologist shall have a minimum of 5 years of experience conducting geological activities in connection with hazardous substances release investigation, feasibility analysis and design and/or construction oversight.
- i) Certified Industrial Hygienist. The certified Industrial Hygienist will be responsible for writing the HSP and insuring that personnel are in compliance with plans. The certified Industrial Hygienist must be certified and shall have knowledge in hazardous substances/materials site remedial and removal actions, coordinating with other contractors and the application of health and safety practices to field practices. Certified Industrial Hygienist shall have a minimum of 3 years experience in management of hazardous substances/materials site health and safety activities and a minimum of one year in applying health and safety practices to site cleanups.
- j) Scientist. The scientist shall have experience in biological, chemical or physical scientific issues related to site remediation activities. The scientist shall have a minimum of 2 years of experience conducting scientific activities in connection with hazardous substances release investigation, feasibility analysis and construction oversight.
- k) Technicians. The technicians will engage in the type of work not routinely performed by tradecraft labor (e.g., sampling and completing chain-of-custody forms, and other routine tasks). Technicians shall be knowledgeable in working with hazardous substances/materials site remediation.
- l) Equipment Operators. The equipment operator shall be experienced in the field with all necessary heavy equipment typically used in the construction and/or demolition of hazardous substances/materials facilities and have basic understanding of hazardous substances/materials site construction and demolition techniques. At least one year qualifying experience shall be in hazardous substances/materials remediation. Equipment operators shall have a minimum of three years experience

operating heavy equipment. At the minimum that experience should include backhoe, front end loader, grader, bull dozer, and excavator.

- m) Tradecraft/Laborers. Tradecraft laborers and supervisors may be required to accomplish the tasks assigned by DTSC. Typical tasks of a laborer may include, but not be limited to, manual excavation of hazardous substances/materials for transport; emptying and decontamination of tanks containing hazardous substances/materials; general equipment decontamination; assist equipment operator; and driving light load vehicles.
- n) Administrative Support. A wide range of administrative support activities, including all typing, word processing, data entry, copying, accounting related activities, and mailing activities may be required to accomplish the tasks assigned by DTSC. These activities are included in the fully loaded rates Administration as defined in Exhibit B.

13. Regional Office with Dedicated Staff

Contractor shall have an established, fully functional, California office, within the Southern California Chatsworth Region (See Exhibit A, page 1) and within a 100-mile radius of the respective DTSC Regional Office.

Contractors "office" must be capable of handling all requirements in the scope of work and shall be maintained throughout the life of the Contract. Contractor's office shall be adequately staffed with personnel dedicated and assigned to that office. At a minimum the office must be equipped with telephone and electrical services.

14. Equipment

The Contractor shall have access to equipment normally expected in the industry to allow performance of the work under this Contract. In addition to the equipment identified in the fully loaded rates, the following equipment shall be provided. The ability to secure such equipment through short-term rentals is acceptable as long as no delay to completion of the scope of work would occur. Contractor shall have the ability to simultaneously mobilize and staff the required equipment. The statement shall include that the equipment required under this section must be available to and be provided by Contractor.

- i. 2 -Pickup trucks. One of the pickup trucks must be a 4 x 4.
- ii. 2 -Support vehicles or passenger vehicles.
- iii. Digital Camera

Use of the minimum required vehicles listed above shall be eligible for the State mileage rate, tolls and parking for transportation directly related to work performed under a specific Work Order.

**A-1**  
**DEPARTMENT OF TOXIC SUBSTANCES CONTROL (DTSC)**  
**HAZARDOUS SUBSTANCES/MATERIALS SITE REMEDIATION**

**Work Order Approval Form**

_____ Site Name/Project Name	_____ Contract No.
_____ Scope of Work Title	_____ Work Order No.
_____ Project/Site Code	_____ Work Order Amendment No.

\_\_\_\_\_  
Total Amount of this Work Order or  
Amendment

\_\_\_\_\_  
Total Cumulative Amount of  
Work Order

I have reviewed the attached Work Order or Amendment and agree that the Scope of Work described is necessary and adequate and that the Project costs, terms and conditions are acceptable and have been issued in accordance with Departmental policies and Contract provisions.

\_\_\_\_\_  
DTSC – Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
DTSC – Technical Review

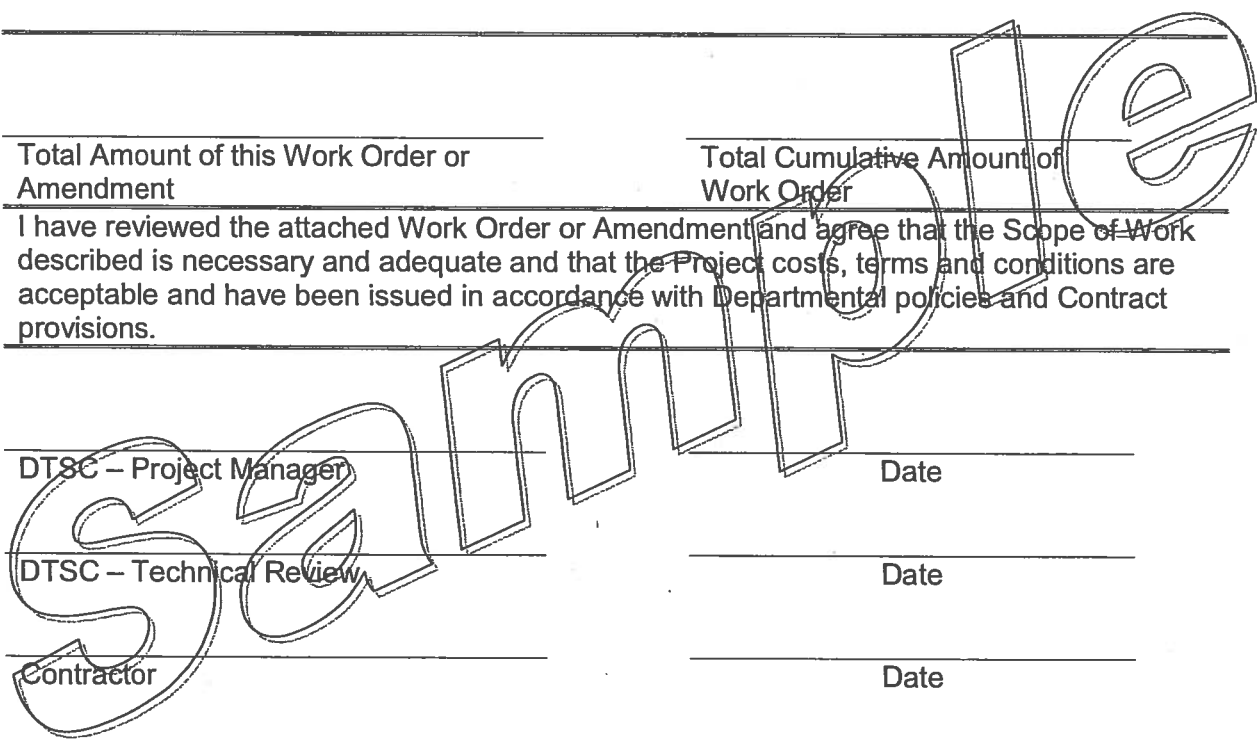
\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
DTSC – Contract Manager

\_\_\_\_\_  
Date





A-2  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL  
HAZARDOUS SUBSTANCES/MATERIALS SITE REMEDIATION  
CONTRACT NUMBER \_\_\_\_\_

FIELD ORDER NUMBER \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

This Field Order modifies Work Order No. \_\_\_\_\_

1. Reason for the change/modification of the Work Order:

2. Specific change required in the Work Order:

3. The cost adjustment of the above described activities shall not exceed  
\$ \_\_\_\_\_ and shall be performed in accordance with the Contract.

4. Actual costs shall be invoiced in accordance with the Contract upon completion of the  
described activities. The Rates and Terms and Conditions of the Contract shall apply.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
DTSC Contract Manager Date

\_\_\_\_\_  
Contractor Representative Date

Sample

## **BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1. Invoicing and Payment.**

- A. Contractor will be paid upon satisfactory completion of work and receipt of a proper and complete invoice from the Contractor. Contractor shall bill DTSC in arrears no more often than monthly for actual expenditures incurred in accordance with rates specified and by this reference made part hereof.
- B. Invoices shall be submitted in duplicate: one original hard copy on Contractor's letterhead and one copy in PDF format on a compact disk (CD). The invoice shall include the RSRC Contract Number, Project Contract Number, Work Order Number and date(s) of service covered. Submit all invoices to:

Department of Toxic Substance Control  
Attn: Chief, Contract Administration  
P.O. Box 806  
Sacramento, California 95812-0806  
Telephone No.: (916) 324-3751

### **2. Budget Contingency Clause.**

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

### **3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. An incomplete/disputed invoice will be returned to the Contractor per Government Code, Chapter 4.5, Section 927.6. Time specified for prompt payment in Government Code, Chapter 4.5, Section 927.4 commences upon submittal of a completed/undisputed invoice.

### **4. Compensation**

For services satisfactorily rendered and upon receipt and approval of the invoices, DTSC agrees to compensate the Contractor for actual expenditures incurred in accordance with the authorized Work Orders issued by the Contract Manager and based upon the Contractor's Cost Rates Exhibit B. For non-bid rate items of expenditure, DTSC agrees to pay the Contractor for any actual costs incurred plus a General and Administrative (G&A) Percentage of 10 percent, supported by appropriate documentation. See Item E. below. Travel and utility costs are not allowed a G&A Percentage.

Payments to the Contractor shall be made in compliance with the provisions of this section, the Scope of Work and the requirements of the Project Contract and Work Orders issued. Payment shall be made after satisfactory completion of the work and the Contract Manager's approval of the invoice(s) submitted.

A. Contract Rate Payments

The Contractor shall be paid for ordered work at the Contractor's Cost Rates. All rates listed in Exhibit B are valid for the life of the Contract and shall not be changed. All Labor and Equipment Rates listed in Exhibit B are "fully loaded" without an additional G&A Percentage. Labor, equipment, or materials not covered by Exhibit B shall be paid for only if prior approval for use is received from the DTSC Contract Manager.

B. Negotiated Rate Payments

If an item or a service is required which can be provided directly by the Contractor and for which no cost rate exists in Exhibit B, the Contract Manager and the Contractor will negotiate a fully loaded cost rate for such service. The negotiated cost rate shall be based on rates that are no greater than the Contractor's usual and customary rates for most-favored customers and do not exceed rates for items listed in the CALTRANS Labor Surcharge and Equipment Rental Rates schedule dated effective April 1, 2014 through March 31, 2015 and as updated annually. (See website: <http://www.dot.ca.gov/hq/construc>) No other costs already allocated to the Contractor's Cost Rates in Exhibit B or specifically excluded by this Contract shall be allowed (see Definitions in Exhibit E).

C. Cost-Reimbursement (Non-Bid Rate) Payments and G&A Percentage

If an item or a service is required for which no cost rate exists in Exhibit B and upon approval of the Contract Manager, the Contractor will be reimbursed for the actual, reasonable costs of authorized subcontractor and vendor services including equipment rental, permits, disposal of hazardous materials (including applicable taxes and fees), miscellaneous materials, analytical services associated with remediation activities, and any other specialized services required to perform the tasks in the Project Contract. For cost-reimbursable items and services, as described herein, DTSC agrees to reimburse the Contractor for any actual costs plus a G&A Percentage of 10 percent. No other costs already allocated to the Contractor's Cost Rates in Exhibit B or specifically excluded by this Contract (see Definitions in Exhibit E) shall be allowed. The amount of the cost-reimbursable payment shall be the amount invoiced by the vendor or subcontractor.

The DTSC Contract Manager will direct the Contractor on the competitive process required to obtain best value for cost-reimbursable items. Whenever possible, the rates billed for cost-reimbursable items and services shall be based on rates that are no greater than the Contractor's usual and customary rates for most-favored customers and do not exceed rates for items listed in the CALTRANS Labor Surcharge and Equipment Rental Rates schedule which is updated annually. See website: <http://www.dot.ca.gov/hq/construc/equipmnt.html>

The Contractor will be paid a G&A Percentage of 10 percent for disposal services except when the Contractor is the owner, subsidiary or affiliate of the treatment, storage or disposal facility. If a Contractor is the owner, subsidiary, or affiliate of the facility that is used for treatment, storage, or disposal, then the Contractor will be paid a G&A Percentage equal to 5 percent of the payments for the cost-reimbursable service. Compensation for waste disposal shall be for preferred disposal methods that are most cost-effective, utilizing the most appropriate and geographically nearest disposal Site available to accept the waste or disposal in the manner most cost-effective to DTSC.

D. Method of Payment

1. Invoices shall be in the form required by DTSC and shall include documentation as required by the Contract Manager.
2. DTSC will pay Contractor as stipulated in each Work Order no more often than monthly in arrears upon submittal of an itemized invoice, sent to the address in Item E. below.
3. Cumulative Work Order costs inclusive of Work Order Amendments and Field Order modifications shall not exceed the total amount authorized by the Site Specific/Project Contract, unless or until a formal amendment to the Contract is approved authorizing sufficient, additional funding for such costs.
4. On Projects where prevailing wage laws apply, Contract Manager may request as part of the invoicing process that Contractor provide, certified payrolls pursuant to Labor Code Section 1776.

E. Invoices

DTSC will pay the Contractor in arrears upon satisfactory completion of work and receipt of a fully documented invoice for each Work Order. The Contractor's invoice must include the following supporting documentation:

1. Separate invoices shall be submitted for each Work Order issued under a Project Contract. Each invoice shall clearly reference the RSRC Contract Number, the Project Contract Number, Work Order Number and period of performance for the services covered in the invoice. Invoices shall be submitted in duplicate; one original hard copy on Contractor's letterhead and one copy in PDF format to:

Department of Toxic Substances Control  
Attn: Chief, Contract Administration  
P. O. Box 806  
Sacramento, California 95812-0806  
Telephone No.: (916) 324-3751

2. An itemized listing of the applicable labor costs. The list must specify the name and classification of each employee and the date(s) and hours worked. Labor classifications and hourly rates listed must be consistent with those stated in Exhibit B.

3. A separate itemized listing of those employees and hours authorized for overtime and premium rates.
4. An itemized listing of the equipment used. The list must specify the date and time period the equipment was used (i.e. hour, day, week, etc.) and using the terminology, size specifications, and rates identified in Exhibit B.
5. Timesheets as requested by the DTSC Contract Manager or if the Project Contract is Federally funded and signed by the appropriate supervisor of payrolls.
6. Copies of manifests if requested by the DTSC Contract Manager, signed by the Disposal Facility and including a breakdown of what wastes are included in each disposal incident.
7. Separate travel expense claims for each employee authorized to travel when billing for travel and per diem (meals and lodging). DTSC will provide travel claim instructions, current travel rates, forms and receipt requirements. Contractor reimbursement for travel and per diem (meals and lodging) shall not exceed rates established by the California Department of Human Resources for non-represented State employees and shall not be entitled to any G&A Percentage.
8. Copies of the pertinent invoices, sales receipts, disposal receipts, payroll records, etc., showing actual cost and if requested, evidence of payment, for non-bid rate items.
9. Documentation supporting the rate approved by the DTSC Contract Manager for negotiated, non-bid rate items for services provided directly by the Contractor.
10. The name and telephone number of the person who should be contacted regarding questions on the invoice.

F. Overtime and Premium Rates

1. The work day shall be defined to be a 24 hour period beginning at 0001 and ending at 2400 the same day.
2. Hours for work for all Contractor personnel:

Straight Time: The first eight hours\*, Monday through Friday.

Overtime: All work over eight hours per day excluding holidays, Monday through Friday, and all day Saturday, and all time worked over 40 hours in one week, excluding Sunday and Holidays by the same employees. However, a second eight hour shift worked by different employees shall not be compensated with overtime pay.

Premium Time: All work all day Sunday and Holidays.

Holidays: For all employees under this Contract work on the following days will be compensated as Holiday pay: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas.

Any work performed by the Contractor that is considered overtime and premium time will respectively be paid at 1.333 or 1.666 times the cost rate.

\*Time worked must be time worked pursuant to this Contract. Work performed for other clients outside the scope of this Contract will not be considered. Any overtime and premium time must be pre-approved by the DTSC Contract Manager.

#### G. Travel

All travel and per diem, for which the Contractor will seek reimbursement from DTSC, must be pre-approved by the DTSC Contract Manager and a travel line item must be included in the budget/cost estimate of the Project Contract and Work Order. Whenever State specifically authorizes travel and per diem reimbursements in a Project Contract and Work Order, such reimbursements shall not exceed rates established by the California Department of Human Resources for non-represented State employees.

DTSC may authorize travel when Contractor is required to travel more than fifty (50) miles from the point of origin. The point of origin used for calculating all authorized travel and per diem payments will be from the DTSC Cleanup Operations Office as identified on page 1 of Exhibit A of this Contract to the authorized destination, or the Contractor's established office for this Contract to the authorized destination, whichever is closer. Travel and per diem (lodging and meals) will be payable as a direct cost with no G&A Percentage allowed.

#### 5. Fully Loaded Rates

Fully loaded rates are what the State will pay for. The State considers the following items to be part of fully loaded rates: all salaries, indirect costs consistent with cost accounting practices, prevailing wage rates (including all record keeping relating to prevailing wage rates, apprenticeship programs and potential penalties), overhead, metric conversion expenses, monthly expenditure tracking, coordination and oversight of Contractor, general and administrative expenses, including bookkeeping, accountants, and general administrative support, and profit. They shall also include all support services (training, mailing, including all expedited deliveries, telephone, cellular phones, etc.); materials (paper, binders, report covers, office supplies, field supplies, etc.); office equipment (personal computers, calculators, table and chairs for mobile trailer, any on-site equipment including laptop/computers, printers, faxes, staplers, etc.); field equipment (tools, bailers, consumables, duct tape, digital camera, video camcorder equipment, etc.) necessary to perform as required in a manner consistent with normal industry standards, except such equipment as are included as a Contract Rate in Exhibit B.

The following items shall be provided by the Contractor at no additional cost to the State as necessary to perform as required and in a manner consistent with normal industry standards: sampling equipment (jars, coolers, markers, paper towels, etc.); real time hand-held monitoring equipment (dust meters, PID, etc.); small hand tools (hammer, shovels, wrenches, screwdrivers, push brooms, pliers, drills, saws, weed eater, chainsaw, distance wheels, utility knives, mops, ladders, post hole digger, rakes, sledge hammer, etc.); and health and safety equipment and supplies (drinking water, Gatorade, ChapStick, sunscreen, First Aid kit, fire extinguisher, protective clothing for level D, including coverall, hard hats, eye protection, steel-toed boots, rain gear, respiratory equipment; work gloves, decontamination equipment, shop towels, liner bags, hand cleaners, buckets, soap and scrub brushes, tarps for decontamination areas, cleaning solutions, air horns, etc.), except if the above items listed are included as a Contract Rate in Exhibit B.

Travel and per diem (lodging and meals) are not included in the fully loaded rates. Separate reimbursement for per diem shall be allowed when specifically authorized by the State and shall not exceed rates established by the California Department of Human Resources for non-represented employees. Overtime is not included in fully loaded rates.

**CONTRACTOR'S COST RATES**  
**Southern California-Cypress**

**PART 1 LABOR<sup>1</sup>**

	<u>Rate</u> <u>(\$/hr)</u>
Foreman	<u>\$85.00</u>
Program Manager	<u>\$120.00</u>
Registered Engineer	<u>\$132.00</u>
Non-registered Engineer	<u>\$88.00</u>
Registered Geologist	<u>\$120.00</u>
Non-registered Geologist	<u>\$76.00</u>
Scientist	<u>\$82.00</u>
Cost Estimator	<u>\$76.00</u>
Technician	<u>\$68.00</u>
Equipment Operator	<u>\$130.00</u>
Laborer	<u>\$65.00</u>
Certified Industrial Hygienist	<u>\$95.00</u>
Drafter	<u>\$60.00</u>

<sup>1</sup>Rates shall be in effect for the Contract term. No labor rate adjustments can be made over the course of this Contract. Bids should be submitted for all labor classifications including those eligible for prevailing wages. Overtime is not part of the fully loaded rates.



**PART 2 EQUIPMENT<sup>2</sup>**

Backhoe, small dig depth < 14 feet	\$40.00	\$/day
	<u>\$160.00</u>	\$/week
Backhoe, medium dig depth 14-15 feet	\$256.00	\$/day
	<u>\$1,000.00</u>	\$/week
Backhoe, large , dig depth > 15 feet,	\$60.00	\$/day
	<u>\$240.00</u>	\$/week
Forklift, 6000 lbs. (offroad/4 wheel drive)	\$220.00	\$/day
	<u>\$500.00</u>	\$/week
Front end loader, wheel, 3 yard	\$40.00	\$/day
	<u>\$160.00</u>	\$/week
Front end loader, <2 yard	\$467.25	\$/day
	<u>\$1,921.50</u>	\$/week
Front end loader > 4 yard	\$572.25	\$/day
	<u>\$2,383.50</u>	\$/week
Excavator Dig Depth 7-11 ft	\$262.50	\$/day
	<u>\$1,102.50</u>	\$/week
Excavator, Dig Depth 12-20 feet	\$598.50	\$/day
	<u>\$2,520.00</u>	\$/week
Excavator, Dig Depth 20-30 feet	\$913.50	\$/day
	<u>\$3,855.60</u>	\$/week
Portable generator -4-8 kilowatt	\$100.00	\$/day
	<u>\$470.00</u>	\$/week
Roll off bins (20 cu. yd. type)	\$84.00	\$/week
	<u>\$378.00</u>	\$/mo.
Wheel Dozer 20 yard	\$600.00	\$/day
	<u>\$2,400.00</u>	\$/week
Wheel Dozer, >25 yards	\$50.00	\$/day
	<u>\$100.00</u>	\$/week
Crawler Dozer, 90-120 inch blade	\$40.00	\$/day
	<u>\$160.00</u>	\$/week
Crawler Dozer, 120-152 inch blade	\$870.00	\$/day
	<u>\$3,685.00</u>	\$/week
Crawler Dozer >165 blade	\$60.00	\$/day
	<u>\$240.00</u>	\$/week
Skid Steer (Bobcat) < 40 HP	\$40.00	\$/day
	<u>\$160.00</u>	\$/week
Skid Steer (Bobcat) 40-70 HP	\$150.00	\$/day
	<u>\$600.00</u>	\$/week
Skid Steer (Bobcat) >70 HP	\$190.00	\$/day
	<u>\$760.00</u>	\$/week

Attachments to skid steers (e.g. broom, bucket)	\$150.00	\$/day
	<u>\$600.00</u>	\$/week
Grader 14 ft blade	\$720.00	\$/day
	<u>\$3,000.00</u>	\$/week
Vacuum Truck, 100-130 bbl (mild steel)	\$320.00	\$/day
Water truck, 1800 gal.	\$175.00	\$/day
	<u>\$700.00</u>	\$/week
Water truck, 500 gal	\$85.00	\$/day
	<u>\$340.00</u>	\$/week
Water Truck, 3700 gal	\$60.00	\$/day
	<u>\$240.00</u>	\$/week
<sup>3</sup> Medium truck, mob/demob of backhoe, loader and other necessary equipment	<u>\$280.00</u>	\$/day
	<u>\$500.00</u>	\$/week
<sup>3</sup> Heavy truck, mob/demob of dozer, and other necessary equipment	\$80.00	\$/hour
Portable sanitation	\$135.00	\$/mo
<sup>4</sup> Portable weigh station	\$50.00	\$/day
<sup>5</sup> Mobile field office ( <b>rate does not include utility services</b> )	\$12.00	\$/day
	<u>\$84.00</u>	\$/week
Steam cleaner/hot water pressure washer	\$120.00	\$/day
	<u>\$480.00</u>	\$/week
Riding Rollers 5-10 tons	\$440.00	\$/day
	<u>\$1,850.00</u>	\$/week
Rollers Walk Behind 28 width	\$100.00	\$/day
	<u>\$400.00</u>	\$/week
Plate Compactors (10 – 20,000 lbs)	\$100.00	\$/day
Plate Compactors	\$400.00	\$/day
Flat Bed truck (2WD, 10' long)	\$134.00	\$/hour
Pump, 4" Water	\$74.00	\$/day
	<u>\$470.00</u>	\$/week

<sup>2</sup>Equipment rate includes gas, oil, and other maintenance costs.

<sup>3</sup>Includes all attachments and accessories related to hauling.

<sup>4</sup>Must comply with applicable State and Federal regulations, however, no certifications are required.

<sup>5</sup>Must have three (3) desks, two (2) offices, and a common area, electricity capability, and two (2) telephones should be available utility services will be paid at cost. G&A Percentage does not apply.

**PART 3 PERSONAL PROTECTIVE EQUIPMENT**

Personal Protective Equipment (PPE) shall be provided at Level D for all field activities by Contractor as part of the fully loaded rates. Level D PPE shall include hard hats, gloves, safety glasses, steel-toed boots, and coveralls.

<u>Item</u>	<u>Price</u>	
Level B <sup>1</sup>	\$100.00	\$/day/ person
Level C <sup>1</sup>	<u>\$25.00</u>	\$/day/ person

<sup>1</sup>Level B or C shall include the personal protective clothing and respirator protection needed for that specified level.

## **SPECIAL TERMS AND CONDITIONS**

### **Agency Liability**

Contractor warrants by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, DTSC shall, in addition to other remedies provided by law, have the right to annul this Contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

### **Contract Communication**

Any formal communication under this Contract shall be in writing. Any verbal communication between Contractor and DTSC, having contract implications must be confirmed in writing. Notice to either party may be given by certified mail to each respective party. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by post office, such notice shall be effective, nevertheless, 15 days after mailing. Alternatively, notice may be given by personal delivery to the party at the address designated. Such notice shall be deemed effective when delivered unless a legal holiday for State offices commences during the 24-hour period; in this case, notice shall be postponed 24 hours for each such intervening legal holiday. All official notices from Contractor to DTSC shall be directed to the Contract Manager.

### **Contract Limits**

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

### **Contract Rates**

Contract rates to be paid to Contractor shall not exceed the rates listed in Exhibit B. Such rates shall be in effect for the Contract term. When applicable, the DTSC reserves the right to pay labor rates commensurate with the type/level of work performed regardless of the labor classification performing the work. For non-bid rate items of expenditure, DTSC agrees to reimburse the Contractor for any actual costs plus a G&A Percentage no greater than 10 percent only when the rates for those costs are approved by the DTSC Contract Manager, demonstrated to be based on rates that are no greater than the Contractor's usual and customary rates for most favored customers, and do not exceed rates for items listed in the CALTRANS Labor Surcharge and Equipment Rental Rates schedule which is updated annually. No percentage rate greater than 10 percent shall be paid. No other costs already allocated to the Contractor's Bid Rate items in Exhibit B or specifically excluded by this Contract shall be allowed. DTSC and Contractor mutually agree and acknowledge that all unit rates are for billing purposes and do not necessarily reflect actual amount(s) to be paid by Contractor to subcontractors or employees.

### **Approval of Subcontracts**

The Contractor shall adhere to the rules governing subcontracting as set forth in the subcontracting Fair Practices Act, commencing with Public Contract Code Section (PCC) 4100. Subcontractor substitutions also shall be in accordance with the above and shall require the approval of the Contract Manager. Violations of this Act by the Contractor may subject the Contractor to penalties and disciplinary action.

### **Approval of Work**

Notwithstanding the Approval Clause in Exhibit C, General Terms and Conditions, this Contract requires that all work performed shall be inspected, reviewed, and approved by the Contract Manager prior to payment. Payment for services is conditional upon Contractor's conformance to the requirements of the Statement of Work, Exhibit A. DTSC's acceptance shall not be unreasonably withheld. If any service performed is deemed not acceptable, the Contract Manager or designee shall advise the Contractor in writing what areas are not acceptable.

### **Cancellation**

DTSC may cancel this Contract without cause upon giving 30-day written notice to the Contractor. DTSC shall not be liable for any loss or damages sustained by the Contractor as a result of the cancellation/termination of this Contract.

### **Confidentiality**

All data and information related to DTSC operations, which are designated confidential by DTSC or developed by the Contractor and deemed confidential by DTSC, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure. At a minimum, during non-working hours, DTSC paper and/or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.

The Contractor and his/her employees are hereby considered agents only for confidential data purposes and will be liable under the State and Federal statutes for unauthorized disclosures.

The Contractor and all subcontractors shall immediately notify DTSC of any request from a third party for disclosure of any information relating to this Contract, including, but not limited to, subpoena, deposition proceedings, court order, or other legal action. Unless DTSC authorizes the disclosure of the information in writing, the Contractor shall use every means, to the maximum extent permitted by law and at no cost to DTSC, to protect the information from disclosure.

### **Conflict of Interest**

The prospective Contractor shall disclose any financial, business, or other relationship with DTSC that may have an impact upon the outcome of this Contract and/or any ensuing Project to follow. The prospective Contractor shall also list current clients who may have a financial interest in the outcome of this Project. The prospective Contractor also complies with PCC 10410 and 10411.

### **Contractor Resource Levels, Standards**

Contractor shall meet all the contractual requirements and responsibilities listed herein. Contractor shall provide sufficient resources, including dedicated staff and support, to fully execute all responsibilities required by this Contract. Contractor further agrees that its performance of work and services under this Contract shall conform to professional standards.

During the course of this Contract, DTSC reserves the right to approve, in advance, in writing, any changes to be made by the Contractor as to the individuals for whom resumes were submitted. The Department's review and approval will be made to ensure that individuals replacing key personnel shall have comparable technical knowledge, experience, and qualifications, in scope, breadth, and depth, to those staff originally accepted as part of this Contract. The review and approval will also be made to better ensure that individuals replacing staff in these key positions shall have the ability to develop cooperative and constructive working relationships in the performance of their duties. DTSC approval shall not be unreasonably withheld.

### **Copyrights and Ownership of Data**

DTSC shall be the owner of all rights, title, and interest in, not limited to the copyright to, any and all data created, provided, or developed under this Contract, whether or not published or produced. The copyright to any and all data created, provided, or developed under this Contract belongs to DTSC from the moment of creation.

DTSC retains all rights to use, reproduce, distribute, or display any data created, provided, developed, or produced under this Contract and any derivative products based on Contract data, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common-law copyright law. At any time the Contractor enters into a Contract with another party in order to perform the work required under this Contract, the Contractor shall require the Contract to include language granting DTSC the copyright for any data created, provided, developed, or produced under the Contract and ownership of any data not fixed in any tangible medium of expression. In addition, the Contractor shall require the other party to assign those rights to DTSC in a format prescribed by DTSC. For any data where the copyright is not granted to DTSC, DTSC shall retain a royalty-free, nonexclusive, and irrevocable license throughout the world to reproduce, to prepare derivative products, to distribute copies, to perform, to display, or otherwise use, duplicate, or dispose of such data in any manner for governmental purposes and to have or permit others to do so.

All data distributed under the terms of this Contract and any reproductions of data shall include a notice of copyright in a place that can be visually perceived at the direction of DTSC. This notice shall be placed prominently on data and set apart from other matter on the page or medium where it appears. The notice shall state "Copyright" or "©", the year in which the work was created, and "DTSC". When space does not permit, and with advance approval of the Contract Manager or his/her designee, "Department of Toxic Substances Control" may be abbreviated "DTSC".

### **Dispute**

Notwithstanding the General Terms and Conditions (GTC), Exhibit C, and in compliance with Public Contract Code 10381, DTSC adds:

Except as otherwise provided, if Contractor disputes a decision of Contract Manager regarding the performance under this Contract or other issue for which Contract Manager is authorized by this Contract to make a binding decision, Contractor shall provide written dispute notice to Contract Manager within fifteen (15) calendar days after the date of receipt of the decision of Contract Manager.

The written dispute notice required shall contain the following information: 1) the decision under dispute; 2) the reason Contractor believes the decision of the Contract Manager is in error; 3) identification of all documents and substance of all oral communication which support Contractor's position; and, 4) the dollar amount in dispute (if known).

Contract Manager shall issue a dispute decision within ninety (90) calendar days of receipt of the dispute notice. A copy of this decision shall be sent to Contractor by certified mail, Return Receipt Requested, or by any other method which provides evidence of receipt.

The decision of Contract Manager shall contain the following information: 1) a description of the dispute; 2) a reference to pertinent Contract provisions; 3) a statement of the factual areas of agreement or disagreement; and, 4) a statement of Contract Manager's decision with supporting rationale.

The decision of Contract Manager shall be final and conclusive unless within thirty (30) calendar days from the date of receipt of Contract Manager's decision, Contractor files a notice of appeal addressed to the Director, Department of Toxic Substances Control.

In connection with any appeal proceeding under this Contract, both parties shall be afforded an opportunity to be heard and to offer evidence and oral argument in support of their positions. The Director shall appoint one or more examiners to conduct appeal proceedings and to make recommendations to the Director as to the proper findings and conclusions to be reached in the appeal. During the pendency of any dispute, Contractor shall diligently continue all Contract work and comply with all Contract Manager orders and directions.

### **DVBE Verification**

Contractor agrees to provide verification, in a form agreed to by DTSC, that DVBE subcontractor participation under this Contract is in compliance with the goals specified at the time of award of Contract, or with any subsequent amendment.

### **Equipment Indemnification**

The Contractor is required to indemnify DTSC against all loss and damage to the Contractor's property or equipment during its use under this Contract. The Contractor is required, at its own expense, to maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The Contractor also assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Contract or by operations of the Contractor or the Contractor's employees under this Contract.

### **Excise Tax**

The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employees' wages. DTSC will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Contract. DTSC may pay any applicable sales and use tax imposed by another State.

### **Furnishing of Property by the State or Purchase of Property with State Funds.**

Title to equipment purchased or built from these funds will vest in DTSC unless otherwise specified. Upon termination of this Contract, DTSC may:

- a. Request that such equipment be returned to DTSC with costs incurred by the Contractor for such return being reimbursed by DTSC.
- b. Authorize the continued use of such equipment for work to be performed under a different Contract.

The State may, at its option, repair any damage, or replace any lost or stolen items, and deduct the cost thereof from the Contractor's invoice to DTSC, or require the Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of DTSC, with no expense to DTSC. In the event of theft, a police report must be filed immediately, in accordance with the State Administrative Manual Section 2625.

The Contractor shall maintain an inventory record for each piece of nonexpendable equipment purchased or built with funds provided under the terms of this Contract. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, and model identification (on purchased equipment), and any other information or description necessary to identify said equipment. The inventory records shall also include the location or section to which each said piece of equipment is assigned. Nonexpendable equipment so inventoried shall be those items of equipment which have a normal life expectancy of one year or more, and an approximate unit price of \$500 or more. In addition, theft-sensitive items of equipment costing less than \$500 shall be inventoried. A copy of the inventory record shall be submitted to DTSC upon request by DTSC, said inventory not to be submitted more frequently than annually.

### **Health and Safety Responsibility**

Contractor and subcontractors shall be solely responsible for the health and safety protection of its employees.

### **Inspection**

DTSC, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which they are being performed. If any inspection or evaluation is made by DTSC of the premises of Contractor or a subcontractor, Contractor shall provide and shall require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of DTSC representatives in the performance of duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.



### **Insurance Requirements**

When Contractor submits a signed Contract to DTSC, Contractor shall furnish to the DTSC a certificate of insurance, stating that there is liability insurance presently in effect for the Contractor of not less than \$2,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. That the insurer will not cancel the insured's coverage without 30 days prior written notice to DTSC.
- b. 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. DTSC will not be responsible for any premiums or assessment on the policy.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time or times during the term of this Contract, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, DTSC may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

#### **Automobile Liability**

Contractor shall maintain commercial auto liability insurance with limits not less than \$1,000,000 per accident. 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, an MCS-90 endorsement is required.

#### **Commercial General Liability**

Contractor, along with any of its subcontractors engaged to perform work pursuant to this Contract, shall maintain Commercial Liability insurance with limits of at least \$2,000,000 covering any damages caused by an error, omission, or negligent act of the Contractor in connection with the work provided such claims arise during the period commencing upon the preparation of the Project work documents and ending five (5) years following substantial completion.

### Pollution Liability

Contractor shall maintain Pollution Liability covering Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred arising out of work or services to be performed under this Contract. Coverage shall be provided for both work performed on Site, during transportation of hazardous materials, and in the course of disposal of such hazardous materials. Evidence of limits not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate shall be provided. The policy must include Department of Toxic Substances Control and State of California, its officers, agents, employees, and servants as additional insureds, but only insofar as the operations under this Contract are concerned.

### Professional Liability

Contractor will maintain Professional Liability covering any damages caused by error, omission or any negligent acts while performing services under this Contract. Evidence of limits not less than \$2,000,000 shall be provided per occurrence and annual aggregate.

### Workers' Compensation

Contractor certifies and is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Contract.

By signing this Contract, the Contractor hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Contract. If staff provided by the Contractor are defined as independent contractors, this clause does not apply.

### Licenses

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) required by law for accomplishing any work required in connection with this Contract.

In the event any license(s) expires at any time during the term of this Contract, Contractor agrees to provide agency a copy of the renewed license(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), DTSC may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

### Liquidated Damages

- A. In the event the Contractor does not meet the specified deadlines identified for task/work to be performed, the Contractor shall, in place of actual damages, pay to DTSC as liquidated damages the sum of \$250.00 for each calendar day.

- B. Alternatively, if performance is so delayed, DTSC may terminate the Contract in whole or in part under either the Termination for Cause or for Convenience clauses in this Contract. In that event, the Contractor shall be liable for fixed, agreed and liquidated damages accruing until the time DTSC may reasonably obtain performance of similar services. The liquidated damages shall be in addition to excess costs under the Termination Clause.
- C. The Contractor shall not be charged with liquidated damages when the delay in performance arises out of causes beyond the control and without the fault or negligence of the Contractor.

### **News Releases and Publicity**

The Contractor shall not issue any news releases or make any statement to the news media regarding the operational procedures of this Contract, the meetings or decisions related to this Contract, or to the status of work related to this Contract without prior written approval of DTSC.

### **Non-solicitation**

The Contractor warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure the Contract upon a Contract or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the Contractor for the purpose of securing business.

### **Potential Subcontractors**

Nothing contained in this Contract or otherwise, shall create any contractual relation between DTSC and any subcontractors, and no subcontract shall relieve the Contractor of responsibilities and obligations hereunder, including compliance with Federal requirements when contracted services are Federally funded. The Contractor agrees to be as fully responsible to 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 Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. Although DTSC shall have no obligation to pay any moneys directly to any subcontractor, the Contractor is encouraged to make timely payment to its subcontractors under all applicable State laws, rules and regulations.

### **Prevailing Wages**

The prevailing wage rates for each of the classifications involved in the proposed work to be contracted must comply with the general prevailing rates of wages issued from the Department of Industrial Relations, Labor Code Section 1720.3, Title 8, CCR, Section 16001(a). Prevailing wages may be viewed at <http://www.dir.ca.gov/dlsr/pwd>.

### **Priority Hiring Considerations**

Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by this Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation

of a collective bargaining Contract, a Federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

### **Remedies**

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Contract, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

### **Severability**

Should any provision of this Contract be declared or found to be illegal, unenforceable, ineffective, or void, then each party shall be relieved of any obligations arising in such provision. All other provisions of this Contract shall remain in effect.

### **Substitution of Subcontractors/Staffing**

After award of a Project Contract, the Contractor must use the DVBE and MBE/WBE subcontractors and/or suppliers which they proposed in their bid submittal to DTSC unless a substitution is requested. The Contractor must request the substitution in writing for approval by the DTSC Contract Manager. The request for substitution of the DVBE and MBE/WBE and DTSC's approval cannot be used as an excuse for noncompliance with any other provision of both State and Federal law, especially when Federal funds are used, including, but no limited to, the subletting and subcontracting.

When substituting subcontractors for Project specific services not detailed in the Project Contract, the Work Orders will specify the Contractor obtain written estimates from at least three (3) subcontractors. The Contractor will be required to select a substituted subcontractor based on the subcontractor's cost estimate and qualifications to do the specific task. The Contractor will be required to obtain approval from the DTSC Contract Manager prior to utilizing the substituted subcontractor's services.

When substituting required staff labor classifications/personnel for specific task activities in the Project Contract, the Contractor must submit resumes for the substituted staff and obtain prior approval from the DTSC Contract Manager to ensure that substituted staff meet the minimum qualifications required for the Site specific activity affected.

Cost billed for subcontracted services which are also listed in Attachment 4A shall not exceed the bid rate. For example, If a fixed rate has been established for a labor category set forth in the Contract Rate Schedule (aka Bidder's Cost Sheets) for the Contractor, but the Contractor decides to provide that labor category through a subcontractor, reimbursement for that labor category shall be at cost (including applicable indirect cost), but shall not in any event exceed the bid rate established in this Contract for that labor category for the Contractor. Additional services may be subcontracted with the approval of the Contract Manager.

### **Termination for Convenience**

Notwithstanding GTC termination clause the DTSC adds the following:

DTSC may terminate performance of work under this Contract in whole or, from time to time, in part, whenever DTSC in its discretion determines that such termination is in the best interests of DTSC. DTSC shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.

After receipt of a Notice of Termination, and except as directed by DTSC, the Contractor shall proceed with the following obligations, which shall apply immediately regardless of any delay in determining any payments due to the Contractor under this section. In compliance with Government Code 11010.5(b), the Contractor shall:

- 1) Stop work as specified in the Notice of Termination.
- 2) Place no further orders for materials, services, or facilities, except as necessary for completion of such portion of the work under this Contract that is not terminated.
- 3) Terminate all subcontracts to the extent they relate to the work terminated.
- 4) Assign to DTSC, effective on the date of termination, in the manner, and to the extent specified by DTSC, all of the rights, titles, and interests for the Contractor under the orders in which case DTSC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and reduce any settlement amount determined by the amount paid for such orders.
- 5) Settle all outstanding liabilities and all claims arising out of such termination of orders and with the approval or ratification of DTSC to the extent DTSC may require. DTSC's approval or ratification shall be final for the purposes of this section.
- 6) Upon effective date of termination of the Contract and the payment by DTSC of all items properly chargeable to DTSC hereunder, Contractor shall transfer, assign, and make available to DTSC all property and materials belonging to DTSC, all rights and claims to any and all reservations.
- 7) Take such action as may be necessary, or as DTSC may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which DTSC has or may acquire an interest.

Upon receipt of Notice of Termination, Contractor shall be paid, at the rates specified in the Contract, for work performed and expenses incurred prior to the effective date of the Notice of Termination for Convenience and accepted by DTSC that could not by reasonable efforts of the Contractor have been avoided. In no event shall payment for these services and expenses exceed the maximum amount payable under the Contract. Contractor shall submit to DTSC within thirty (30) calendar days an invoice for the amount that represents the work performed and expenses incurred to the effective date of termination.

**Travel and Per Diem Payments**

Whenever DTSC specifically authorizes travel and per diem (meals and lodging) reimbursements in a Project Contract and Work Order, such reimbursements shall not exceed rates established by the California Department of Human Resources for non-represented State employees and shall not be entitled to any G&A Percentage.

**Waiver**

No waiver of any breach of this Contract shall be held as 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 herein or by law. The failure of DTSC to enforce at any time any of the provisions of this Contract, or to require at any time performance by Contractor of any of the provisions therefore, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Contract or any part thereof or the right of DTSC to thereafter enforce each and every such provision.

**FEDERAL FUNDING PROVISIONS (applies only to Contracts with Federal funding)**

**Federal Funding**

It is mutually understood between the parties that this Contract 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.

This Contract is valid and enforceable only if the United States Government makes sufficient funds available to DTSC for the purposes of this program. In addition, this Contract 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 this contract in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Contract shall be amended to reflect any reduction in funds.

DTSC has the option to void the Contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

**Federal Compliance**

Contractor shall comply with laws, regulations and other provisions of this Contract related to the Federal program.

Contractor shall maintain internal control over Federal program to provide reasonable assurance that this Federal award is in compliance with laws, regulations and the provisions of Contract that may have a material effect on this Federal funding.

Contractor shall maintain and make available on request records for review or audit by appropriate officials of the Federal agency, DTSC and the General Accounting office.

If Contractor is a State, local government or non-profit organization and expends \$500,000 or more in Federal awards, Contractor shall have an audit of that year as defined in OMB Circular A-133, Section 200. Contractor shall provide Department of Toxic Substances Control (DTSC) with a copy of the audit and other items as required by OMB Circular A-133, Section 320(e).

### **Federal Mandates**

1. All work under this Contract shall be performed in accordance with applicable statutes, rules and regulations of the Federal government. All applicable Federal statutes and provisions of the Code of Federal Regulations in effect on the date of execution of this Contract are an integral part of this Contract.
2. All applicable contract provisions specified by the Federal Government are an integral part of this Contract.
3. If this Contract is funded in whole or in part by a grant from the United States Environmental Protection Agency, all applicable provisions of Title 40, Parts 31 and 35 (Subpart O), of the Code of Federal Regulations in effect on the date of the Assistance Award for this Project are an integral part of this Contract. Further, Contractor shall comply with the provisions pertaining to conflict of interests set forth at 40 CFR 35.65509(b) (2) (ii).
4. If the principal purpose of this Contract is to create, develop, or improvise products, processes, or methods, or to explore fields which directly concern public health, safety, or welfare; or the Contract is in a field of science or technology in which there has been little significant experience outside of work funded by Federal Assistance, matters regarding rights to inventions and materials generated under the Contract, are subject to regulations issued by the Federal Grantor Agency and the Department. Further this Contract is subject to Federal Grantor Agency requirements and regulations pertaining to reporting and patent rights if the Contract involves research, developmental, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under this Contract as well as Federal Grantor Agency requirements and regulations pertaining to copyrights and rights in data.
5. If this Contract exceeds \$10,000, the Contractor must comply with U. S. Executive order 11246, entitled "Equal Employment Opportunity," as amended by U. S. Executive Order 11375, and as supplemented in U. S. Department of Labor Regulations (Title 41, Chapter 60 of the Code of Federal Regulations).
6. If this Contract exceeds \$100,000 Contractor shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Federal Water Pollution Control Act (33 USC 1368), Section 1424(e) of the Safe Drinking Water Act (42 USC 300h (e)), U. W. Executive Order 11738 and U.S. Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations must be reported to the Department and to the EPA Assistance Administrator for Enforcement.

7. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the Comprehensive Energy Plan for the Commonwealth issued under 4 Pa. Code 5.183, in compliance with the U. S. Energy Policy and Conservation Act (Pub.L. 94 163).
8. If this Contract is a construction contract and exceeds \$2,000, the Contractor shall comply with the Davis-Bacon Act (40 USC 276a to a-7), as supplemented by department of Labor regulations (29 CFA, Part 5), unless exempted from such compliance by the Federal Grantor Agency.
9. In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed on the Excluded Parties List System (EPLS) which is available at: <http://www.epls.gov/>. The list contains the names of persons debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority.
10. Compliance with Executive Order 13202 entitled, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," (amended April 6, 2001). E.O. 13202 bans the use of mandated union-only workers in Federally funded construction Projects. Unions and contractors may no longer enter into Project labor Contracts for any Project that receives Federal funds, with few exceptions.

#### **Audit/Compliance Review Requirements**

Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this Contract (including, without limitation, terms relating to patents. The Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this Contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

If the Contractor is a for profit organization and expends Federal awards of \$300,000 or more during its fiscal year, received either directly from the Federal Government or indirectly from a recipient of Federal funds, the Contractor is required to have a program-specific audit made in accordance with the provisions of OMB Circular A 133 and in accordance with the laws and regulations governing the programs in which it participates. If the Contractor expends less than \$300,000 of Federal awards during its fiscal year, it is exempt from these audit requirements, but is required to maintain records of Federal awards and any State funds which supplement such awards, to provide access to such by Federal and State agencies or their designees.



### **Compliance with Regulations**

The Contractor shall comply with regulations relative to Title VI (nondiscrimination in Federally-assisted programs of DTSC. - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of Federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of Federal assistance or their assignees and successors in interest.

### **Nondiscrimination**

The Contractor, with regard to the work performed by it during the Contract shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

### **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

### **Information and Reports**

The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and facilities as may be determined by DTSC or any duly authorized representative of the Federal Government to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to DTSC, or any duly authorized Federal Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

### **Sanctions for Noncompliance**

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, DTSC shall impose such Contract sanctions as it or any Federal funding agency may determine to be appropriate, including, but not limited to:

- A. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- B. cancellation, termination or suspension of the Contract, in whole or in part.

### **Incorporation of Provisions**

The Contractor shall include the above provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor will take such action with respect to any subcontractor or

procurement as DTSC or any Federal funding agency 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 supplier as a result of such direction, the Contractor may request DTSC to enter into such litigation to protect the interest of DTSC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **Subcontracting**

The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by the Department's Contract Manager, except that which is expressly identified in the Contractor's Cost Proposal.

Any substitution of Subcontractors must be approved in writing by the Department's Contract Manager in advance of assigning work to a substitute Subcontractor.

Any subcontract in excess of \$25,000.00, entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract.

All subcontracts entered into by the Contractor shall comply with the requirements in the CFR 35.6270(a) (1) and (2); 35.6320 (a) and (b); 35.6335; 35.6700; 35.6705; 35.6710(c); 35.6590 (c); and 35.6610.

### **Women's and Minority Business Enterprises (disadvantaged businesses)**

Contractor agrees that it will comply with the Women's and Minority Business Enterprises (disadvantaged businesses), [www.sba.gov/sdb](http://www.sba.gov/sdb), Federal Executive Orders 11625, 12138 and 12432; Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1998; Public Law 101-507, 1991 Appropriations Act; and all governmental regulations, to the effect that Contractor is required to ensure to the fullest extent possible that disadvantaged businesses have the opportunity to participate in a fair share of the subcontracts awarded under this Contract. Contractor gives assurance that it will immediately take any measures necessary to effectuate this Contract.

### **Direct and Indirect Costs**

#### **31.202 Direct costs.**

- (a) A direct cost is any cost that can be identified specifically with a particular final cost objective. No final cost objective shall have allocated to it as a direct cost any cost, if other costs incurred for the same purpose in like circumstances have been included in any indirect

cost pool to be allocated to that or any other final cost objective. Costs identified specifically with the contract are direct costs of the Contract and are to be charged directly to the Contract. All costs specifically identified with other final cost objectives of the Contractor are direct costs of those cost objectives and are not to be charged to the Contract directly or indirectly.

- (b) For reasons of practicality, any direct cost of minor dollar amount may be treated as an indirect cost if the accounting treatment—(1) Is consistently applied to all final cost objectives; and (2) Produces substantially the same results as treating the cost as a direct cost.

### **31.203 Indirect costs.**

- (a) An indirect cost is any cost not directly identified with a single, final cost objective, but identified with two or more final cost objectives or an intermediate cost objective. It is not subject to treatment as a direct cost. After direct costs have been determined and charged directly to the Contract or other work, indirect costs are those remaining to be allocated to the several cost objectives. An indirect cost shall not be allocated to a final cost objective if other costs incurred for the same purpose in like circumstances have been included as a direct cost of that or any other final cost objective.
- (b) Indirect costs shall be accumulated by logical cost groupings with due consideration of the reasons for incurring such costs. Each grouping should be determined so as to permit distribution of the grouping on the basis of the benefits accruing to the several cost objectives. Commonly, manufacturing overhead, selling expenses, and general and administrative (G&A) expenses are separately grouped. Similarly, the particular case may require subdivision of these groupings, e.g., building occupancy costs might be separable from those of personnel administration within the manufacturing overhead group. This necessitates selecting a distribution base common to all cost objectives to which the grouping is to be allocated. The base should be selected so as to permit allocation of the grouping on the basis of the benefits accruing to the several cost objectives. When substantially the same results can be achieved through less precise methods, the number and composition of cost groupings should be governed by practical considerations and should not unduly complicate the allocation.
- (c) Once an appropriate base for distributing indirect costs has been accepted, it shall not be fragmented by removing individual elements. All items properly includable in an indirect cost base should bear a pro rata share of indirect costs irrespective of their acceptance as Government Contract costs. For example, when a cost input base is used for the distribution of G&A costs, all items that would properly be part of the cost input base, whether allowable or unallowable, shall be included in the base and bear their pro rata share of G&A costs.
- (d) The Contractor's method of allocating indirect costs shall be in accordance with standards promulgated by the CAS Board, if applicable to the contract; otherwise, the method shall be in accordance with generally accepted accounting principles which are consistently applied. The method may require examination when—(1) Substantial differences occur between the cost patterns of work under the Contract and the Contractor's other work; (2) Significant changes occur in the nature of the business, the extent of subcontracting, fixed-asset

improvement programs, inventories, the volume of sales and production, manufacturing processes, the Contractor's products, or other relevant circumstances; or (3) Indirect cost groupings developed for a Contractor's primary location are applied to offsite locations. Separate cost groupings for costs allocable to offsite locations may be necessary to permit equitable distribution of costs on the basis of the benefits accruing to the several cost objectives.

- (e) A base period for allocating indirect costs is the cost accounting period during which such costs are incurred and accumulated for distribution to work performed in that period. The criteria and guidance in 48 CFR 9904.406 for selecting the cost accounting periods to be used in allocating indirect costs are incorporated herein for application to contracts subject to full CAS coverage. For contracts subject to modified CAS coverage and for non-CAS-covered contracts, the base period for allocating indirect costs will normally be the Contractor's fiscal year. But a shorter period may be appropriate (1) for Contracts in which performance involves only a minor portion of the fiscal year, or (2) when it is general practice in the industry to use a shorter period. When a contract is performed over an extended period, as many base periods shall be used as are required to represent the period of contract performance.
- (f) Special care should be exercised in applying the principles of paragraphs (b), (c), and (d) of this section when Government-owned Contractor-operated (GOCO) plants are involved. The distribution of corporate, division, or branch office G&A expenses to such plants operating with little or no dependence on corporate administrative activities may require more precise cost groupings, detailed accounts screening, and carefully developed distribution bases.

#### **Federal Labor Rate Calculation Model**

In accordance with 40CFR 31.22 the Contractor must submit a document for labor rates for the proposed Scope of Work identifying the breakdown of direct cost, overhead, profit, etc.

## **ADDITIONAL PROVISIONS – DEFINITIONS**

### **Accounting Requirements**

Contractor shall establish an accounting system using generally acceptable accounting principles that will provide information for reports to State and which will provide documentation for the fiscal activities of the organization. The accounting system must include adequate cost accounting procedures that will provide accurate costs for not only this Contract but also sub-Contracts, if any.

### **Contract Officer**

The Department of Toxic Substances Control Official located in the Contract and Business Management Branch with delegated authority to sign Agreements and amendments. This individual has responsibility for all issues affecting or affected by the general terms and conditions of the Contract and any amendment(s) to the Contract.

### **Contract Manager**

The State official designated in the Contract to represent the State in the ongoing management and administration of the Contract, Work Orders, and Amendments issued under the authority of the Contract. This individual serves as the focal point for all agreements between the State and the Contractor.

### **Contractor Representative**

The individual designated by the Contractor to represent Contractor in the ongoing management and administration of the Contract and Work Orders issued under the authority of the Contract.

### **Contractor**

The individual, partnership, association, or any combination thereof, who has entered into a contractual agreement with the State. The State may direct Contractors to work alone or in cooperation with other Contractors depending on the nature of the work required and the services provided by the Contractor.

### **Direct Costs and Accounting Practices**

These costs are allowable for reimbursement to the extent that they are accounted for under generally accepted accounting principles and are reasonable, allocable and accounted for in a manner consistent with the Contractor's established, usual, and accepted accounting practices in charging costs to its other activities. To be reasonable, direct costs can not exceed that which would be incurred by an ordinary prudent person in the conduct of the competitive business. To be allocable, direct costs performed in the contract must not be otherwise charged to the Contract. Direct costs can not be unlawful under any applicable statute and can not be precluded from allow ability by any provision of the particular Contract of concern.

**Director**

The Director of the Department of Toxic Substances Control, State of California, or Director's designee.

**Equipment**

Any property with an original cost of \$500 or more, exclusive of sales tax; has a normal life of at least four years; and does not change its basic identity with use (e.g., not consumed by use, such as paper; or converted by fabrication into another form of property).

**Excluded Costs- examples of costs which are not allowable:**

All mileage for ground transportation in excess of the rate prescribed by the State for reimbursement of non-represented employees.

All advertisement costs.

All bad debts including losses arising from uncollectible accounts and other claims, such as dishonored checks, employee advances, and related collection and legal costs.

Unsupported general contingency costs.

Entertainment costs to include amusements, social activities, and incidental activities relating thereto, such as meals, beverages, lodging, transportation and gratuities.

All interest, fines and penalties paid on delinquent taxes.

All other fines and penalties except those incurred as a direct result of compliance with a specific provision of the Contract.

All gifts, contributions, and donations.

Losses incurred under other Contracts.

All Federal income taxes and Federal excess profit taxes.

All taxes from which the Contractor could have obtained an exemption, but failed to do so.

Litigation costs (filing fees, legal fees, expert witness fees, and all other costs involved in litigating claims in court or before an administrative board.

Pre-Contract costs incurred prior to the effective date of the contract directly pursuant to and in anticipation of the award of the Contract.

Costs incurred preparing, submitting and supporting bids and proposals.

Actual losses that could have been covered by permissible insurance or were expressly covered by self-insurance.

**Field Order**

Written direction from the State's Project Manager to modify Work Orders as necessary to meet time critical needs to implement the SOW based on changed or unforeseen site conditions. The Project Manager will coordinate with the Contract Manager or designee in order to provide this approval. The approved Field Order operates as an approved amendment to the Work Order and a revision to the Work Order Budget, if necessary.

**Fully Loaded Rates**

Fully loaded rates are what the state will pay for. The State considers the following items to be part of fully loaded rates: all salaries, indirect costs consistent with cost accounting practices, prevailing wage rates (including all record keeping relating to prevailing wage rates,

apprenticeship programs and potential penalties), overhead, metric conversion expenses, monthly expenditure tracking, coordination and oversight of contractor, general and administrative expenses, including bookkeeping, accountants, and general administrative support, and profit. They shall also include all support services (training, mailing, including all expedited deliveries, telephone, cellular phones, etc.); materials (paper, binders, report covers, office supplies, etc.); office equipment (personal computers, calculators, table and chairs for mobile trailer, any on-site equipment including laptop/computers, printers, faxes, staplers, etc.); field equipment (tools, bailers, , duct tape, digital camera, video camcorder equipment, etc.) necessary to perform as required in a manner consistent with normal industry standards, except such equipment as are included as a Contract Rate in Exhibit B.

The following items shall be provided by the Contractor at no additional cost to the State as necessary to perform as required and in a manner consistent with normal industry standards: sampling equipment (jars, coolers, markers, paper towels, etc.); real time hand-held monitoring equipment (dust meters, PID, etc.); small hand tools (hammer, shovels, wrenches, screwdrivers, push brooms, pliers, drills, saws, weed eater, chainsaw, distance wheels, utility knives, mops, ladders, post hole digger, rakes, sledge hammer, etc.); and health and safety equipment and supplies (drinking water, Gatorade, ChapStick, sunscreen, First Aid kit, fire extinguisher, protective clothing for level D, including coverall, hard hats, eye protection, steel-toed boots, rain gear, respiratory equipment; work gloves, decontamination equipment, shop towels, liner bags, hand cleaners, buckets, soap and scrub brushes, tarps for decontamination areas, cleaning solutions, air horns, etc.), except if the above items listed are included as a Contract Rate in Exhibit B.

Travel and per diem (lodging and meals) are not included in the fully loaded rates. Separate reimbursement for per diem shall be allowed when specifically authorized by the State and shall not exceed rates established by the California Department of Human Resources for non-represented employees. Overtime is not included in fully loaded rates.

### **Project Administrator**

The individual assigned by Contractor to manage Work Orders as issued under the terms of the Contract.

### **Project Manager**

The person or firm designated by the State to coordinate all activities performed by the Contractor under the Contract. Under the direction of the Contract Manager, the Project Manager may serve as the focal point for all work, required reports, billing, and work certification required by the Contract.

A State employee will generally carry out these responsibilities or Contractor hired specifically for this purpose.

### **Project Representative**

The individual designated to represent Contractor in the ongoing management and administration of the Contract and Work Orders issued under the authority of the Contract.

**Resource Package**

Unique and dedicated personnel and equipment used to meet the required qualifications for a region.

**Standby Time**

Includes problem situations involving site access problems or delays caused by other State Contractors or personnel and when the Contractor is prevented from performing the necessary work due to no fault of its own.

**State**

The State of California acting through the Department of Toxic Substances Control.

**Subcontractor**

A legal entity hired directly by Contractor to perform some designated portion of the work Contractor has agreed to perform for the State.

**Work Order**

The written mechanism used by the Contract Manager for implementing the terms and conditions of this Contract. Work Orders and Work Order Amendments inclusive of Field Order modifications become part of this Contract.

Work Orders are issued by the Contract Manager or designee and require the Contractor to perform specific services for a specified dollar amount.

Work Orders do not encumber funds. Work Orders are based on the cost and rates included in Exhibit B of this Contract. Work Orders may include non-Contract Rate items with a general and administrative percentage for specified categories of service (e.g., disposal, subcontractors, etc.). Work Orders should include a line-item definition of the cost of work to be done and will be used to evaluate and approve Contractor invoices for payment purposes.