

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 4 Pages

AGREEMENT NUMBER 15-T4041	AMENDMENT NUMBER 1
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Department of Toxic Substances Control
CONTRACTOR'S NAME
Parsons Environment & Infrastructure Group Inc.
- The term of this Agreement is October 26, 2015 through December 31, 2016
- The maximum amount of this Agreement is \$2,500,000.00
 Agreement after this amendment is: \$1,000,000.00 Amendment Amount
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

SITE: Exide

Extend the original end term date of June 30, 2016 to an amended end term date of December 31, 2016 to complete the Scope of Work and additional properties.

Increase funding in the amount of \$1,000,000.00 from an original amount of \$1,500,000.00 to an amended amount not to exceed \$2,500,000.00 to fund additional properties.

Add Scope of Work, Exhibit A, 2 pages and by this reference made a part hereof.

Add Budget, Exhibit B, 2 pages and by this reference made a part hereof.

All other terms and conditions shall remain the same.

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



CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>Parsons Environment & Infrastructure Group Inc.</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>5/19/16</u>	<p>Exempt from the Department of General Services Review per H & S Code Sections 25358.3(A) and 25358.5.</p> <p><input type="checkbox"/> Exempt per:</p>
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Ane Deister, Vice President</u>		
ADDRESS <u>100 W. Walnut Street, Pasadena, CA 91124</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Department of Toxic Substances Control</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>5/20/16</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Ed Scholte, Procurement and Contracting Officer</u>		
ADDRESS <u>1001 I Street, P.O. Box 806, Sacramento, CA 95812-0806</u>		

EXHIBIT A

SCOPE OF WORK

The Contractor shall provide all personnel, services, materials and equipment necessary to accomplish the remediation of an additional 15 properties, bringing the total to 50 properties. The properties are located in the vicinity of the Exide Facility in Vernon, California.

The Scope of Work (SOW) for amending Contract 15-T4041 includes adding Tasks 5-7. The development of all work plans, sample reports, and associated field activities are to be under the responsible charge of a qualified geologist or engineer, licensed in the State of California.

1.0 Site Description

The Off-Site Property Interim Removal Action includes 50 planned cleanup properties within 1.7 mile area surrounding the Exide Technologies Facility located in Vernon, California. An approved Final Offsite Interim Remedial Measures Work Plan (IRMW) serves as a master work plan for safely implementing efforts to remove lead impacted soil at the 50 off-site residential type use properties, landscaping the property for proper restoration, and cleaning the interior of the residential type structures.

2.0 Objectives

The goal of this Contract Amendment is for the Contractor to provide personnel, services, materials and equipment to accomplish this Scope of Work for the removal of lead contaminated soil from an additional 15 properties in the vicinity of the Exide Facility in Vernon, California. This will bring the total properties undergoing cleanup to 50.

All workplans and closure documents and field activities are to be under the responsible charge of a qualified engineer or geologist, licensed in the state of California. Project Management will include but not be limited to the following:

- A Project Manager to ensure adequate resources are provided to accomplish the Workplan tasks in accordance with the established quality standards and schedules, to monitor and report on the progress of the work, and to provide briefings for executive management and the public regarding the progress of the project. Monthly progress reports will be required and at least one briefing.
- A Contract Manager for management of subcontracts, project invoicing, and cost accounting. This will include preparation of auditable invoices for project expenses for each property and closeout reports for each property including the cost and work performed at each property.
- A California licensed Engineer or Geologist who will be in responsible charge of the project.
- A Construction Superintendent and Safety Officers to ensure the field activities are conducted in a safe manner.

Task 5: Soil Removal and Disposal – 15 Properties (New)

This task includes all activities necessary for the safe excavation, transport, and disposal of lead contaminated soil from each of the 15 properties to an authorized facility. This task includes, but is not limited to:

- Obtaining an access agreement for the property;
- Preparation of the site for construction activities;
- Utility clearance;
- Inventory of the existing site conditions;
- Protection of existing structures, utilities, and landscape that will not be removed;
- Mobilization and demobilization of equipment to and from the site;
- Safe excavation, transport and disposal of contaminated topsoil and vegetation up to 6 inches;
- Safe removal, transport, and disposal of subsurface contaminated soil up to 18 inches from the original ground surface;
- Dust and erosion control;
- All necessary health and safety monitoring and measures; and,
- Confirmation scan of the excavation area with XRF instrument to verify that the lead concentrations at the property have been reduced to below the 95 UCL of 80 mg/kg prior to backfilling.

Task 6: Property Restoration – 15 Properties (New)

Once the contaminated soil has been removed, excavation areas will be backfilled and compacted with up to 12 inches of imported clean structural fill material and 6 inches of clean topsoil. The soil cover will be selected by the property owner and consist of either sod, decomposed granite, rock, or mechanically shredded mulches from pine, cypress, or cedar and capable of forming an interlocking mat following placement. Property restoration will include:

- Coordination with the property owners, residents, and DTSC staff;
- \$1,000 for the property owner for replacement of landscaping removed of more than 500 square feet and water usage during the excavation activities;
- \$500 for the property owner for replacement of landscaping removed of less than 500 square feet and water usage during the excavation activities;
- \$1000 allotment per property per utility service drop for resident's expenses for inconvenience and relocation purposes due to construction activities;
- Assistance with relocation at Hotels contracted by DTSC; and
- Cleaning of the home by a specialized cleaning service.

Task 7: Site Closeout Report – 50 Properties (New)

Site Closeout will include a site closure report that will:

- Document the work that was performed at the property in accordance with the approved Workplan or Addendum;
- Include an itemized cost for the work performed at the property; and
- Include an explanation of any deviations that occurred from the Workplan or Addendum.

Budget

The amended Budget shall not exceed \$2,500,000.00 and the Contract total breakdown is as follows:

	Original Contract	Amendment 1
Labor	\$194,950	\$511,454
Other Direct Costs	\$1,056,827	\$1,621,187
Travel	\$5,233	\$7,432
Fee	\$105,683	\$162,119
Contingency*	\$137,307	\$197,809
Total	\$1,500,000	\$2,500,000

The DTSC Contract Manager may move funds between line items in the Budget as long as it does not exceed the total budgeted amount.

Contractor shall submit no more than one invoice per month.

* Access to and use of funding from the contingency line item shall be directed by the DTSC Contract Manager only and requires written approval by the DTSC Contract Manager through a Work Order.

Budget Detail

LABOR HOURS	DTSC Task #	Task 1	Task 2-Complete	Task 3-Complete	Task 4-Complete	Task 5-New	Task 6-New	Task 7-New	TOTAL		
	35	Workplan Development	Soil Removal and Disposal	Property Restoration	Site Closeout Report	Soil Removal and Disposal	Property Restoration	Site Closeout Report			
		Proprietas	35	35	35	35	15	15	50		
		Labor Rate	Hrs Cost	Hrs Cost	Hrs Cost	Hrs Cost	Hrs Cost	Hrs Cost	Hrs Cost	Hrs Cost	Hrs Cost
PERSONNEL SERVICES											
Program Manager	\$ 120.00	70 \$ 8,400	280 \$ 33,600	140 \$ 16,800	35 \$ 4,200	20 \$ 2,400	20 \$ 2,400	50 \$ 6,000	616 \$ 73,800		
Registered Engineer	\$ 132.00	70 \$ 9,240	140 \$ 18,480	70 \$ 9,240	35 \$ 4,620	450 \$ 59,400	450 \$ 59,400	50 \$ 6,600	1,285 \$ 166,000		
Non-registered Engineer	\$ 83.00	18 \$ 1,494	280 \$ 23,240	280 \$ 23,240	18 \$ 1,494	201 \$ 16,888	201 \$ 16,888	100 \$ 8,300	1,097 \$ 90,536		
Registered Geologist	\$ 120.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	420 \$ 50,400	420 \$ 50,400	50 \$ 6,000	890 \$ 106,800		
Non-registered Geologist	\$ 76.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	11 \$ 838	11 \$ 838	100 \$ 7,600	121 \$ 9,219		
Scholar	\$ 82.00	140 \$ 11,480	0 \$ -	0 \$ -	0 \$ -	35 \$ 2,820	35 \$ 2,820	0 \$ -	209 \$ 17,138		
Cost Estimator	\$ 76.00	35 \$ 2,660	35 \$ 2,660	35 \$ 2,660	35 \$ 2,660	0 \$ -	0 \$ -	0 \$ -	140 \$ 10,640		
Technician	\$ 98.00	70 \$ 6,860	0 \$ -	0 \$ -	35 \$ 3,430	2 \$ 196	2 \$ 196	0 \$ -	109 \$ 7,395		
Foreman	\$ 85.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -		
Equipment Operator	\$ 130.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -		
Laborer	\$ 65.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -		
Certified Industrial Hygienist	\$ 95.00	35 \$ 3,325	35 \$ 3,325	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	70 \$ 6,650		
Drafter	\$ 80.00	35 \$ 2,800	0 \$ -	0 \$ -	0 \$ -	65 \$ 5,200	65 \$ 5,200	100 \$ 8,000	270 \$ 21,600		
Total Labor		473 \$ 43,805	770 \$ 82,705	525 \$ 53,340	155 \$ 15,400	1,205 \$ 137,752	1,205 \$ 137,752	450 \$ 41,000	4,278 \$ 514,454		
TRAVEL											
Vehicle - Personal (per mile)	\$ 0.575	175 \$ 101	4375 \$ 2,516	4375 \$ 2,516	175 \$ 101	1,875 \$ 1,078	1,875 \$ 1,078	75 \$ 43	12925 \$ 7,432		
Per diem (-----)	\$ 120.00										
Subtotal Travel		175 \$ 101	4375 \$ 2,516	4375 \$ 2,516	175 \$ 101	1,875 \$ 1,078	1,875 \$ 1,078	75 \$ 43	12925 \$ 7,432		
OTHER DIRECT COSTS (ODCs)											
016438631200 Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck (Place of equipment)	\$ 214.53	0 \$ -	70 \$ 15,021	70 \$ 15,021	0 \$ -				140 \$ 30,041		
312514101000 Synthetic erosion control, silt fence, install and maintain, remove, 3' high (LF)	\$ 2.08	\$ -	1400 \$ 2,912	0 \$ -	0 \$ -				1400 \$ 2,912		
311419231520 Topsoil stripping and stockpiling, loam or topsoil, remove and stockpile on site, by skid steer, 101-500 S.V., 6' deep, 100' haul plus 15% for loading (SY)	\$ 4.04	\$ -	6885 \$ 27,856	0 \$ -	0 \$ -				6885 \$ 27,856		
312316166030 Machine excavation, for small building foundations, common earth, 1/2 CY bucket, plus 15% for loading (BCY)	\$ 33.59	\$ -	2310 \$ 77,596	0 \$ -	0 \$ -				2310 \$ 77,596		
28120101250 Hazardous waste cleanup/pickup/disposal, transportation to disposal site, truckload = 90 drums or 25 C.Y. or 18 tons, minimum (Mile)	\$ -	\$ -	63000	0	0				63000		
028120103000 Hazardous waste cleanup/pickup/disposal, dumpsite disposal charge, minimum, 180.73, 103 actual cost (ton)	\$ 103.00	\$ -	4620 \$ 475,860	0 \$ -	0 \$ -				4620 \$ 475,860		
029110100100 + 028319210400 Sample collection, field samples, contaminated soils, XRF	\$ 83.67	\$ -	280 \$ 23,428	0 \$ -	0 \$ -				280 \$ 23,428		
029119130300 Topsoil placement and grading, loam or topsoil screened, 6' deep, furnish and place, truck dumped (SY)	\$ 14.02	\$ -	0 \$ -	20685 \$ 290,004	0 \$ -				20685 \$ 290,004		
312323237000 Compaction walk behind, vibrating plant 18' wide, 8' lift, 2 passes. (BCY)	\$ 2.60	\$ -	0 \$ -	2310 \$ 6,006	0 \$ -				2310 \$ 6,006		
329223100600 Sodding, 1" deep, on sloped ground (MSF)	\$ 656.08	\$ -	0 \$ -	62 \$ 53,124	0 \$ -				62 \$ 53,124		
329113169150 Soil Preparation, Mulching, Aged Burke 3", skid steer loader (MSF) Option instead of Sod	\$ 691.03	\$ -	0 \$ -	0 \$ -	0 \$ -				0 \$ -		
Landscape Voucher	\$ 1,000.00	\$ -	0 \$ -	36 \$ 36,000	0 \$ -				36 \$ 36,000		
Resident Reimbursement	\$ 500.00	\$ -	0 \$ -	36 \$ 17,600	0 \$ -				36 \$ 17,600		
House Cleaning	\$ 500.00	\$ -	0 \$ -	36 \$ 17,600	0 \$ -				36 \$ 17,600		
Preparation (per property)	\$ 630.00	\$ -	\$ -	\$ -	\$ -	15 \$ 9,450	\$ -	\$ -	15 \$ 9,450		
Mobilization (per property)	\$ 670.00	\$ -	\$ -	\$ -	\$ -	15 \$ 8,550	\$ -	\$ -	15 \$ 8,550		
Health & Safety, Environmental Controls, Baseline Analysis/Certification, Signage, Body Coveralls, Yellow Flags (per property)	\$ 1,074.00	\$ -	\$ -	\$ -	\$ -	15 \$ 16,110	\$ -	\$ -	15 \$ 16,110		
Permitting (per property)	\$ 376.00	\$ -	\$ -	\$ -	\$ -	15 \$ 5,625	\$ -	\$ -	15 \$ 5,625		
Excavation, Handling, and Placement (per property)	\$ 17,000.00	\$ -	\$ -	\$ -	\$ -	15 \$ 255,000	\$ -	\$ -	15 \$ 255,000		
Treatment & Disposal nonRCRA (per property)	\$ 726.00	\$ -	\$ -	\$ -	\$ -	15 \$ 10,875	\$ -	\$ -	15 \$ 10,875		
Treatment & Disposal nonHazardous (per property)	\$ 4,650.00	\$ -	\$ -	\$ -	\$ -	15 \$ 69,750	\$ -	\$ -	15 \$ 69,750		
Restoration (per property)	\$ 7,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	15 \$ 108,750	\$ -	15 \$ 108,750		
Demobilization and Closeout (per property)	\$ 350.00	\$ -	\$ -	\$ -	\$ -	\$ -	15 \$ 5,250	\$ -	15 \$ 5,250		
Landscape Voucher (per property)	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	15 \$ 15,000	\$ -	15 \$ 15,000		
Resident Reimbursement (per property)	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	15 \$ 7,500	\$ -	15 \$ 7,500		
House Cleaning (per property)	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	15 \$ 62,500	\$ -	15 \$ 62,500		
ODCs Subtotal			\$ 622,672	\$ 434,154	\$ -	\$ 376,380	\$ 180,000	\$ -	\$ 1,821,187		
Fee (ODCs Only)	10%		\$ 62,267	\$ 43,415	\$ -	\$ 37,638	\$ 18,000	\$ -	\$ 162,119		
Total ODCs			\$ 684,940	\$ 477,570	\$ -	\$ 412,896	\$ 207,900	\$ -	\$ 1,783,905		
TASK SUBTOTALS		\$ 43,806	\$ 770,160	\$ 533,425	\$ 15,501	\$ 551,728	\$ 346,730	\$ 41,043	\$ 2,302,161		
Contingency									\$ 197,809		
TOTAL ESTIMATED PROJECT COST									\$ 2,500,000		