

"FULLY EXECUTED"**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER

17-T4473

REGISTRATION NUMBER

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

National Engineering & Consulting Group, Inc.

2. The term of this Agreement is: April 24, 2018 through March 31, 2019

3. The maximum amount of this Agreement is: \$10,440,226.71
Ten million, four hundred forty thousand, two hundred twenty-six Dollars and seventy-one 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 – Contract Provisions	8 Pages
Attachment 1: Targeted Hiring Program	5 Pages
Attachment 2: Craft Request Form	3 Pages
Exhibit B – Scope of Work, Section A, B, C.	19 Pages
Attachment 1: List of Candidate Properties	6 Pages
Exhibit C – Budget Detail and Payment Provisions and Table 1	7 Pages
Exhibit D – General Terms and Conditions (GTC 610 [04-2017])	4 Pages
Exhibit E – Special Terms and Conditions	14 Pages
Attachment 1: Work Order Approval Form	1 Page
Attachment 2: Field Work Order	1 Page
Exhibit F – Definitions	5 Pages

SITE: Exide Residential Cleanup

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

CONTRACTORCalifornia Department of General
Services Use Only

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

National Engineering & Consulting Group, Inc.

BY (Authorized Signature)

DATE SIGNED (Do Not Type)



4/24/2018

PRINTED NAME AND TITLE OF PERSON SIGNING

Dania H. Akhal, President/CEO

ADDRESS

9025 Slauson Avenue
Pico Rivera, California 90660**STATE OF CALIFORNIA**

AGENCY NAME

Department of Toxic Substances Control

BY (Authorized Signature)

DATE SIGNED (Do Not Type)



1-24-2018

PRINTED NAME AND TITLE OF PERSON SIGNING

Francesca Negri, Chief Deputy

ADDRESS

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

Exempt per: Health & Saf. Code §§
25358.3(a) and 25358.5

EXHIBIT A – Contract Provisions

1. National Engineering & Consulting Group, Inc., (Contractor) agrees to provide personnel, services, materials, and equipment to conduct work to clean up lead-impacted soil at 215 sensitive land use properties within the Preliminary Investigation Area, or “PIA”—the area within an approximately 1.7-mile radius of the former Exide Technologies, Inc. (Exide) lead-acid battery recycling facility (hereinafter, “former Exide Facility”) identified in Figure 1 of Exhibit B. The work conducted by the Contractor, including any subcontractors, shall be conducted at the request of the California Department of Toxic Substances Control (DTSC) and in accordance with the Scope of Work (SOW) set forth in Exhibit B, and in accordance with the Removal Action Plan (Cleanup Plan) located at the following link: <http://www.dtsc.ca.gov/HazardousWaste/Projects/Residential-Cleanup.cfm>. The term of this Contract is through March 31, 2019, for an amount not to exceed \$10,440,226.71. This Contract may be amended in writing upon mutual agreement of both parties. The parties may add or remove properties from the Scope of Work via a written amendment to Attachment 1 to Section A of Exhibit B, signed by both parties, identifying the properties they agree to add or remove. The Contract term may be extended at the same rates, terms, and conditions to complete the cleanup in accordance with the SOW.

2. The Contract Managers for this Contract will be:

DTSC Contract Manager

Peter Ruttan, P.G.
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826
Phone: (916) 255-3777
Peter.Ruttan@dtsc.ca.gov

Contractor Contract Manager

Gary DellaVecchia
National Engineering & Consulting Group, Inc.
9025 Slauson Avenue
Pico Rivera, California 90660
Phone: (562) 608-8181
Cell: (925) 250-4053
gdellavecchia@groupnec.com

3. The Project Managers for this Contract will be:

DTSC Project Manager

Hortensia Muniz, P.E.
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826
Phone: (916) 255-6632
Hortensia.Muniz-Ghazi@dtsc.ca.gov

Contractor Project Manager

Mr. Wael Ibrahim, P.E.
National Engineering & Consulting Group, Inc.
9025 Slauson Avenue
Pico Rivera, California 90660
Phone: (562) 608-8181
Cell: (949) 836-1900
wibrahim@groupnec.com

DTSC Contract Administrator

Carlos Aceituno
Department of Toxic Substances Control
1001 I Street, PO Box 806
Sacramento, California 95812-0806
Phone: (916) 324-1942
Carlos.Aceituno@dtsc.ca.gov

4. Any of the representatives identified in Paragraphs 2 and 3 above may be changed upon 30 calendar days written notification to the other party's representatives identified in Paragraphs 2 and 3. If the Contractor intends to change its Project Manager or Contract Manager, any replacement shall be equally qualified. Concurrent with the written notice of change in Project Manager or Contract Manager, the Contractor shall submit credentials for the proposed replacement to the DTSC Contract Manager for review and written approval.

5. **Purpose**

DTSC is charged with protecting California's people and environment from harmful effects of toxic substances by restoring contaminated resources. The purpose of this Contract is to clean up lead-impacted soil at 215 sensitive land use properties within the PIA (Figure 1) identified in Attachment 1 to Section A of Exhibit B. The cleanup by the Contractor shall be conducted at the request of DTSC and in accordance with the SOW set forth herein. The cleanup objectives of DTSC are to (1) promptly clean up sensitive land use properties in the PIA in a manner that will achieve a cleanup goal that is protective of public health and the environment, (2) protect the current and future health of the residential population from exposure to lead in soil that presents an unacceptable risk to sensitive individuals through ingestion, inhalation, and dermal or direct contact, (3) restore disturbed soils to a condition compatible with the existing and reasonably anticipated future land use, (4) minimize the volume of lead-impacted soil to be disposed in a landfill, (5) minimize, to the extent practicable, the need for land use controls, and (6) minimize short-term adverse impacts to the residential community due to fugitive dust and soil transport. These cleanup objectives must be conducted in accordance with the Cleanup Plan.

6. **Authority**

California Health and Safety Code sections 25358.3 and 25358.5 authorize DTSC to contract for any necessary removal or remedial action when DTSC determines that there may be an imminent or substantial endangerment to the public health or welfare or to the environment because of a release or threatened release of a hazardous substance into the environment.

7. **Scope of Work**

The SOW is for the cleanup of lead-impacted soil at 215 sensitive land use properties within the PIA identified in Attachment 1 to Section A of Exhibit B. The work to be completed pursuant to the SOW is intended to accomplish the cleanup objectives described above and in the Cleanup Plan. The SOW for this Contract is presented in Exhibit B (Scope of Work). Exhibit B includes the following:

Section A

1. Task 1 – Excavation and Restoration
 2. Task 2 – Soil Confirmation Sampling
 3. Task 3 – Transportation and Disposal
 4. Task 4 – Letter of Completion
- Attachment 1 – List of Properties
Attachment 2 – SCAQMD Rule 1466 Compliance Matrix

Section B

1. Laboratory Analysis
2. Data Management and Reporting
3. General Requirements

Figure 1 – Project Location Map

Figure 2 – Outreach Zones

Section C

Pre-Removal Checklist (Example)

Removal Checklist (Example)

Backfill and Restoration Checklist (Example)

Post-Removal Checklist (Example)

8. **Minimum Staffing**

The Contractor shall have available all personnel, equipment, materials, and training necessary to comply with the described SOW for the duration of the Contract and any extension thereto.

The Contractor's staff resources shall be maintained for the following roles, at a minimum:

- a. Project Manager
- b. Contract Manager
- c. Data Manager
- d. Health and Safety Officers
- e. California Licensed Civil Engineer
- f. California Certified Industrial Hygienists
- g. California Certified Lead Inspector/Assessors
- h. California Certified Lead Sampling Technicians
- i. California Certified Lead Supervisors
- j. California Certified Lead Workers

The Contractor's Project Manager and Contract Manager shall be employees of the Contractor. If either the Contractor's Project Manager or Contract Manager identified in Paragraphs 2 and 3 of the Contract is no longer employed by the Contractor or is unavailable, the Contractor shall, within 72 hours of discovery, identify an equally qualified replacement in accordance with Paragraph 4.

All field personnel must be Hazardous Waste Operations and Emergency Response (HAZWOPER) training certified. (California Code of Regulations, title 8, sections 5192, 5198; Code of Federal Regulations, title 29, section 1910.120)

Staff Descriptions:

Project Manager: A Project Manager to ensure adequate resources are provided to accomplish the Cleanup Plan and SOW tasks in accordance with DTSC-approved Project quality standards, Project schedule, and budget. This includes:

- a. Providing sufficient cleanup crews and staff to:
 1. achieve the Project goal of cleaning up a minimum of 10 properties per week after a two-week ramp-up period;
 2. coordinate with property owners and residents to schedule cleanup and, if requested, temporary relocation and interior cleaning;
 3. perform pre-cleanup inspections to ensure property owners, residents, and crews are prepared for the cleanup effort;
 4. provide laboratory confirmation sample results within 7 calendar days as an Electronic Data Deliverable (EDD) in a format approved, in writing, by DTSC;
 5. provide a Letter of Completion for each property in accordance with the SOW; and
 6. respond to the DTSC Project Manager's inquiries within one hour.
- b. Developing a Project construction schedule in Microsoft Project for DTSC review and approval in writing based on properties identified by DTSC within one week of award of the Contract. Monitor Project costs and schedule to ensure they are on track with the Project goals described in the Cleanup Plan and completed in accordance with the Project quality standards and DTSC-approved construction schedules.
- c. Providing daily, weekly, and monthly progress reports including: Project schedule tracking information for each property in Microsoft Project, the number of properties sampled, the number of properties cleaned up, cost per property, data management updates, upcoming reports, schedule and budget updates, issues regarding the Project performance, and any corrective action necessary to keep the Project on schedule and within the budget.
- d. Providing daily field activity reports, summarizing each day's progress. The daily field activity reports must include notice to the DTSC Contract Manager of any complaints received (written, verbal, electronic, or otherwise) pertaining to Project performance and personnel issues, as well as any corrective action taken. Notice must be provided within 24 hours of any complaint received. Daily field activity reports must be summarized and updated in the weekly reports, discussed in subparagraph c. above.

Contract Manager: A Contract Manager to procure equipment, manage subcontracts, coordinate hiring pursuant to the Project Labor Agreement and Targeted Hiring Program requirements, complete Project invoicing, and account for costs. This will include preparation of auditable invoices describing Project expenses for each property and tracking Letters of Completion for each property, including itemized costs for the work performed.

Data Manager: A Data Manager to ensure all Project data, and any other data specified by DTSC, is recorded and tracked for the purposes of data storage, searches, queries, retrieval, and other data management. Project data will include, but not be limited to, Project and property descriptions, coordinates and elevations of surfaces, sampling

locations and features of properties, results of environmental measurements, transportation and disposal receipts, removal action schedules, costs, obligation and outlay projections, and other financial information. The principal sources for the data are laboratory sample results and field documentation. All data are the property of DTSC.

Health and Safety Officer: The Health and Safety Officer shall hold daily tailgate meetings and monitor work sites to ensure safe working conditions and prevent accidents, injuries, and work-related illnesses in the workplace. The Health and Safety Officer shall coordinate with the Certified Industrial Hygienist. The Health and Safety Officer and the Certified Industrial Hygienist are responsible for establishing the work zones and decontamination zones at each work site.

California Licensed Civil Engineer: A California Licensed Civil Engineer to be in responsible charge of the Project. 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 must have a minimum of five years of experience conducting engineering activities in connection with hazardous substances release investigation and/or construction oversight.

Certified Industrial Hygienist: A California Certified Industrial Hygienist, as defined by California Code of Regulations, title 17, section 35012, shall prepare and implement the HASP. The Certified Industrial Hygienist shall have a minimum of three years of 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. The Certified Industrial Hygienist and the Health and Safety Officer are responsible for establishing the work zones and decontamination zones at each work site.

California Lead Inspector/Assessor: A Lead Inspector/Assessor (LIA), as defined by California Code of Regulations, title 17, section 35005, shall evaluate lead hazards in performing the activities pursuant to the SOW and shall prepare and complete CDPH Abatement of Lead Hazards Evaluation Notification Form 8551 (6/07 or latest version) and Lead Hazard Evaluation Report Form 8552. The Lead Inspector/Assessor shall ensure compliance with health and safety requirements and approved sampling and excavation plans.

California Certified Lead Sampling Technicians: California Certified Lead Sampling Technicians, as defined by California Code of Regulations, title 17, section 35007, shall conduct XRF screenings and collect soil samples for analyses under the direction of a Certified Inspector/Assessor of Lead Supervisor. Lead Sampling technicians must adhere to all DTSC-approved Project Plans including, but not limited to, the following: the HASP and property-specific Excavation, Disposal, and Restoration plans.

California Certified Lead Supervisors: California Certified Lead Supervisors, as defined by California Code of Regulations, title 17, section 35008, shall oversee activities performed by Lead Inspectors/Assessors, California Certified Lead Sampling Technicians, and California Certified Lead Workers.

California Certified Lead Workers: California Certified Lead Workers as defined by California Code of Regulations, title 17, section 35009, shall excavate lead-contaminated soil in accordance with DTSC-approved property-specific Excavation, Disposal, and Restoration plans.

9. **Payment of Prevailing Wages and Related Requirements.**

The Contract entails performance of “public work” for purposes of California Labor Code section 1770 *et seq.* The Contractor will cause work pursuant to the Contract to be performed as a public work for purposes of California Labor Code section 1770, in compliance with California Labor Code section 1770 *et seq.* and related laws, implementing regulations, and guidance. Work in furtherance of the Contract is subject to compliance monitoring and enforcement by DIR. The Contractor shall ensure the following, in compliance with California Labor Code section 1770 *et seq.* and related laws, California Code of Regulations, title 8, section 16000 *et seq.*, and guidance issued by DIR:

- a. prior to performance of work pursuant to the Contract, the Contractor and each subcontractor are registered with DIR, pursuant to California Labor Code section 1725.5 and 1771.1, subdivision (a); the Contractor shall provide DTSC with evidence of such registration by each prospective subcontractor prior to entry into the subcontract, pursuant to California Labor Code section 1771.1, subdivision (b);
- b. workers employed in furtherance of the Contract by the Contractor, or by any subcontractor, are compensated and employed in compliance with the General Prevailing Wage Determinations issued by DIR (“Prevailing Wage Determinations”), pursuant to California Labor Code section 1771; the Prevailing Wage Determinations are available at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>, are on file at DTSC’s principal office, and will be made available by DTSC upon request;
- c. notices regarding applicable prevailing wage rates are posted at each job site, or at a single location that is readily available to all workers, as required by California Labor Code section 1771.4 and implementing regulations;
- d. the Contractor and all subcontractors shall:
 - i. keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in furtherance of the Contract, as required by California Labor Code section 1776;
 - ii. verify such payroll records under penalty of perjury under the laws of the State of California, as described in California Labor Code section 1776;
 - iii. submit such records directly to the California Labor Commissioner, as required by California Labor Code section 1771.4, subdivision (a)(3); and
 - iv. comply with all other requirements of California Labor Code section 1776; payroll records and other records of performance of work may be inspected upon request by DIR or DTSC, for purposes of monitoring compliance with referenced laws in fulfillment of the Contract;
- e. the Contractor monitors the payment of the specified general prevailing rate of per diem wages by each subcontractor to its employees, by periodic review of the certified payroll records of each subcontractor; upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including,

- but not limited to, retaining sufficient funds due the subcontractor; prior to making final payment to a subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury under the laws of the State of California from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees, any amounts due pursuant to California Labor Code section 1813;
- f. the Contractor complies with any request of the Labor Commissioner to withhold and transfer money otherwise due to a subcontractor, in order to satisfy a wage and penalty assessment, pursuant to California Labor Code section 1727, subdivision (b); the Contractor acknowledges that DTSC may withhold amounts otherwise due to the Contractor in order to satisfy a Civil Wage and Penalty assessment issued by the Labor Commissioner, pursuant to California Labor Code section 1727, subdivision (a);
 - g. deficient wages are paid to workers, and penalties determined by the Labor Commissioner are satisfied, by the Contractor and by all subcontractors, in compliance with California Labor Code section 1775 and implementing regulations and guidance; all subcontracts of any tier shall include a copy of the provisions of California Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815;
 - h. the Contractor and all subcontractors shall comply with requirements related to employment of apprentices, set forth in California Labor Code section 1777.5, related regulations, and guidance from DIR;
 - i. the Contractor and all subcontractors shall comply with the working hours requirements set forth in California Labor Code section 1810 *et seq.*, including payment of overtime wages;
 - j. the Contractor and all subcontractors shall comply with the workers compensation insurance requirements of California Labor Code sections 1860 and 3700 *et seq.*; Contractor and each subcontract shall sign and file with DTSC the following certification prior to performing work pursuant to the Contract: "I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract"; and
 - k. no subcontractor that is currently debarred by the Labor Commissioner from performing work on public works, pursuant to California Labor Code section 1777.1 shall perform work on the Contract.

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

10. **Cultural Sensitivity Training**

Before placing personnel in the field, the Contractor shall require all of its field personnel, managers and supervisors, and all of its subcontractors' field personnel, managers, and supervisors to complete a DTSC-approved cultural sensitivity training program provided by Los Angeles Trade Technical College (LATTC). If necessary, the Contractor shall submit a written request to DTSC's Project Manager to modify the DTSC-approved cultural sensitivity training program, and obtain DTSC's written approval of that request. The Contractor shall track completion of cultural sensitivity training by all field personnel, managers, and supervisors, and provide DTSC with proof that all field personnel, managers, and supervisors have completed cultural sensitivity training before placement in the field. All costs associated with ensuring completion of the required cultural sensitivity training shall be paid by the Contractor.

12. Cultural Resources Sensitivity Training

DTSC shall retain a qualified archaeologist who shall conduct a Cultural Resources Sensitivity Training Session focusing on how to identify archaeological resources that may be encountered during earthmoving activities. The Contractor and all subcontractors shall ensure that all field personnel, managers, and supervisors attend a Cultural Resources Sensitivity Training session with a DTSC approved archaeologist prior to engaging in any digging or excavation activities. All costs associated with ensuring completion of the required cultural resources sensitivity training shall be paid by the Contractor.

13. Contractor Registration

Prior to and as a condition of the Contract becoming effective, the Contractor shall register with DIR pursuant to California Labor Code section 1725.5 and 1771.1, section (a), and shall provide DTSC with evidence of such registration, pursuant to California Labor Code section 1771.1, subdivision (b).

14. Project Labor Agreement

The Contractor and all subcontractors shall comply with the Project Labor Agreement covering construction work under this Contract (including any modifications, amendments, or addenda thereto subsequently approved by the Department). (See http://www.dtsc.ca.gov/HazardousWaste/Projects/upload/PIA-Project-Labor-Agreement_signed_2017-10.pdf) The Project Labor Agreement was entered into by DTSC, the Los Angeles/Orange Counties Building and Construction Trades Council, and the Signatory Craft Councils and Unions pursuant to Public Contract Code section 2500, subdivision (a). This Project Labor Agreement allows participation of contractors in the Project regardless of their status as a signatory to a collective bargaining agreement.

15. Targeted Hiring Program

The Contractor and all subcontractors shall comply with the Targeted Hiring Program, attached as Attachment 1 to Exhibit A.

Attachment 1 – Targeted Hiring Program

DTSC's Targeted Hiring Program for the Exide Cleanup Project aims to meaningfully engage communities affected by contamination attributed to aerial and other fugitive releases from the former Exide Facility and cleanup activities, by promoting training and employment opportunities for Community Residents, Local Residents, Transitional Workers, and New Environmental Workers. The goals of the Targeted Hiring Program are to: (1) successfully train those identified for short-term jobs related to the Exide Cleanup Project, and (2) provide long-term sustainable career opportunities in the environmental field and related trades. To advance these purposes, DTSC has established the Workforce for Environmental Restoration in Communities (WERC) training program, training workers in 2016 and 2017 in preparation for the Exide Cleanup.¹ The Contractor and all subcontractors shall implement and comply with the Targeted Hiring Program for this project. In addition, the Project Labor Agreement, executed by DTSC, covering construction work under this contract contains specified processes by which applicable trade unions will facilitate contractor compliance with the Targeted Hiring Program.

The Targeted Hiring Program directly supports Governor Brown's plan to expedite, expand, and ensure the cleanup of residential properties, schools, daycare centers, childcare facilities, and parks within the PIA. The program will expand community engagement in the testing and cleanup process, enhance coordination and job training for community residents, and will directly benefit the local economy.

I. Definitions (for purposes of the Targeted Hiring Program only)

<u>Community Resident</u>	An individual whose primary place of residence is within any of the following areas: the Preliminary Investigation Area (described in the SOW), the neighborhood of Boyle Heights in the City of Los Angeles, unincorporated East Los Angeles, and the Cities of Commerce, Vernon, Maywood, Bell, and Huntington Park.
<u>Construction Trade</u>	A construction trade classification as established for prevailing wage payment requirements by the California Department of Industrial Relations.
<u>Contractor</u>	A contractor of any tier that employs individuals to perform Project Work, as defined in a Project Labor Agreement, executed by DTSC, covering construction work under this Contract.
<u>Local Resident</u>	A resident of low-income zip codes within a 10-mile radius of the former Exide Facility. DTSC will provide a list of qualifying zip codes.

¹ <https://www.dtsc.ca.gov/HazardousWaste/Projects/WorkforceDev.cfm>

<u>New Environmental Worker</u>	An individual who either (i) within the past year prior to being hired on the Project graduated from the Department's WERC Program, or (ii) is a Community Resident who, within the past year prior to hiring on the project, became newly certified by the California Department of Public Health to perform lead-related construction work in California.
Percentage Goals	The goals indicated for employment of Community Residents, Local Residents, Transitional Workers, and New Environmental Workers described in the "Percentage Goals" section below.
Project Work	Construction work performed pursuant to this Contract.
<u>Transitional Worker</u>	"Transitional Worker" means a qualified individual who is a resident of Los Angeles County and who meets one or more of the following categories: (1) is a veteran or the eligible spouse of a veteran of the United States Armed Forces; (2) is a custodial single parent; (3) is a former foster youth; (4) is currently homeless or has been homeless within the last year; (5) has experienced unemployment for the past three months; (6) has a documented annual income at or below one-hundred percent (100%) of the Federal Poverty Level; (7) has a history of involvement in the criminal justice system; (8) does not possess a high school diploma or a General Equivalency Diploma or "GED"; (9) is a current recipient of governmental assistance benefits; (10) is an apprentice with less than 15 percent (15%) of the apprenticeship hours required to graduate to journey level in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards; or (11) is a New Environmental Worker.
<u>Community Resident</u>	An individual whose primary place of residence is within any of the following areas: the Preliminary Investigation Area (described in the Contract), the neighborhood of Boyle Heights in the City of Los Angeles, unincorporated East Los Angeles, and the Cities of Commerce, Vernon, Maywood, Bell, and Huntington Park.
<u>Construction Trade</u>	A construction trade classification as established for prevailing wage payment requirements by the California Department of Industrial Relations.
<u>Contractor</u>	A contractor of any tier that employs individuals to perform Project Work, as defined in a Project Labor Agreement, executed by DTSC, covering construction work under this Contract.

<u>Local Resident</u>	A resident of low-income zip codes within a 10-mile radius of the former Exide Facility. DTSC will provide a list of qualifying zip codes.
<u>New Environmental Worker</u>	An individual who either (i) within the past year prior to being hired on the Project graduated from the Department's WERC Program, or (ii) is a Community Resident who, within the past year prior to hiring on the project, became newly certified by the California Department of Public Health to perform lead-related construction work in California.
Percentage Goals	The goals indicated for employment of Community Residents, Local Residents, Transitional Workers, and New Environmental Workers described in the "Percentage Goals" section below.
Project Work	Construction work performed pursuant to this Contract.
<u>Transitional Worker</u>	"Transitional Worker" means a qualified individual who is a resident of Los Angeles County and who meets one or more of the following categories: (1) is a veteran or the eligible spouse of a veteran of the United States Armed Forces; (2) is a custodial single parent; (3) is a former foster youth; (4) is currently homeless or has been homeless within the last year; (5) has experienced unemployment for the past three months; (6) has a documented annual income at or below one-hundred percent (100%) of the Federal Poverty Level; (7) has a history of involvement in the criminal justice system; (8) does not possess a high school diploma or a General Equivalency Diploma or "GED"; (9) is a current recipient of governmental assistance benefits; (10) is an apprentice with less than 15 percent (15%) of the apprenticeship hours required to graduate to journey level in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards; or (11) is a New Environmental Worker.

II. Percentage Goals

DTSC has established the following percentage goals for Project Work hours for each Contractor:

- a. Community Residents: 20%
- b. Local Residents: 30%
- c. Transitional Workers: 25%

- d. New Environmental Workers: 50% of work performed within the California Department of Industrial Relations' "Asbestos and Lead Abatement (Laborer)" prevailing wage classification

III. Contractor Hiring Responsibilities

For each of the Percentage Goals, the Prime Contractor shall either satisfy the goal for Project Work as a whole or demonstrate that it and each of its subcontractors made good faith efforts to do so. Making good faith efforts requires a Contractor to follow the hiring processes set forth in a Project Labor Agreement, executed by DTSC, covering construction work under this Contract or, if a Project Labor Agreement is not executed by DTSC, the following processes:

- a. Assignment of existing crew members:
 - i. Union-Signatory Contractors: The Contractor shall assign any existing crew members that fit the Percentage Goal categories, until the Percentage Goals are satisfied. (If the Contractor cannot satisfy the Percentage Goals through assignment of existing crew members, the Contractor shall use union hiring hall referral system described below for any workers needed to satisfy percentage goals.)
 - ii. Non-union-Signatory Contractors: When assigning existing crew members to the job, the Contractor shall prioritize assignment of crew members that fit Percentage Goal categories. For all hires after the first 10 workers, the Contractor shall use the Union Hiring Hall referral system described below.
- b. Union Hiring Hall Referrals:
 - i. When the Contractor requests workers from the union hiring hall, it shall utilize the Craft Request Form provided as Attachment 2 to Exhibit A, and indicate any needed categories of workers to meet the Percentage Goals. (If Contractor has already met Target Hiring Program goals at time of request, it instead makes a general request to the union hiring hall, using the attached Craft Request Form.) If the union hiring hall has not sent sufficient workers in the requested category within two business days, the Contractor shall request workers in that category from other sources designated by DTSC, including the WERC Program. If other sources do not send sufficient qualified workers in the requested category within five business days of the request, the Contractor shall contact the union hiring hall, for standard referrals from the hiring hall list sufficient to meet the Contractor's workforce needs.

IV. Miscellaneous.

- a. Monitoring. The Contractor shall provide information as requested by DTSC or its designee, and access to job sites and employees as requested, to enable determination of compliance with requirements of the Targeted Hiring Program.
- b. Subcontracts. Contractors shall include compliance with the Targeted Hiring Program as a material term of all subcontracts. The successful Contractor shall be liable for any breach of the Targeted Hiring Program by any subcontractor of any tier.
- c. Assurance Regarding Preexisting Contracts. Each Contractor warrants and represents that as of the date that a contract incorporating the Targeted Hiring Program became effective, it has executed no contract pertaining to the project that would have violated the

Targeted Hiring Program had it been executed after that date, or would interfere with fulfillment of or conflict with any of the terms of the Targeted Hiring Program. If, despite this assurance, an entity that has agreed to comply with the Targeted Hiring Program has entered into such a contract, then upon request from DTSC it shall either amend that contract to include the provisions required by the Targeted Hiring Program, or terminate that contract.

- d. Liquidated Damages. If the Prime Contractor fails to satisfy one or more of the Percentage Goals for the project as a whole, or to demonstrate that each of its Contractors took good faith efforts to satisfy all Percentage Goals, then the Prime Contractor shall owe to DTSC as liquidated damages an amount equal to the minimum journeyman level wage under the prevailing wage classification for the Construction Trade in question, for each hour short of the Percentage Goals. Compliance and liquidated damages will be assessed on an annual basis. Liquidated damages may be withheld from progress payments or final payment from DTSC, upon the Prime Contractor's receipt of a written non-compliance determination by DTSC.
- e. Out-of-State Workers. The Targeted Hiring Program does not apply to Project Work hours performed by residents of states other than the State of California (and such hours shall not be considered Project Work Hours for purposes of determining satisfaction of the Percentage Goals).

Attachment 2 – Craft Request Form

TO THE CONTRACTOR: Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Union to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The Targeted Hiring Program for the California Department of Toxic Substances Control's (DTSC's) Exide Cleanup Project establishes the following percentage goals for Project Work hours:

Community Residents: 20%. "Community Resident" means an individual whose primary place of residence is within the Preliminary Investigation Area, the neighborhood of Boyle Heights in the City of Los Angeles, unincorporated East Los Angeles, and the Cities of Commerce, Vernon, Maywood, Bell, and Huntington Park.

Local Residents: 30%. "Local Resident" means a resident of low-income zip codes within a 10-mile radius of the former Exide Facility, as identified in a list provided to the Contractor by DTSC.

Transitional Workers: 25%. "Transitional Worker" means a qualified individual who is a resident of Los Angeles County and who meets one or more of the following categories: (1) is a veteran or the eligible spouse of a veteran of the United States Armed Forces; (2) is a custodial single parent; (3) is a former foster youth; (4) is currently homeless or has been homeless within the last year; (5) has experienced unemployment for the past three months; (6) has a documented annual income at or below one-hundred percent (100%) of the Federal Poverty Level; (7) has a history of involvement in the criminal justice system; (8) does not possess a high school diploma or a General Equivalency Diploma or "GED"; (9) is a current recipient of governmental assistance benefits; (10) is an apprentice with less than 15 percent (15%) of the apprenticeship hours required to graduate to journey level in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards; or (11) is a New Environmental Worker.

New Environmental Workers: 50% of work performed within the California Department of Industrial Relations' "Asbestos and Lead Abatement (Laborer)" prevailing wage classification. "New Environmental Worker" means either (i) a worker who, within the past year prior to being hired on the Project, graduated from the DTSC's WERC Program, or (ii) is a Community Resident who, within the past year prior to hiring on the project, became newly certified by the California Department of Public Health to perform lead-related construction work in California.

TO THE UNION: Please complete the "Union Use Only" section on the final page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ Fax# () _____ Date: _____
Cc: Community Workforce Coordinator
From: Company: _____ Issued By: _____
Contact Phone: () _____ Contact Fax: () _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Targeted Hiring Program category or categories needed	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ Site: _____ Address: _____

Report to: _____ On-site Tel: _____ On-site Fax: _____

Comment or Special Instructions:

UNION USE ONLY:

Date dispatch request received:

Dispatch received by:

Classification of worker requested:

Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a: (check all that apply)		
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
COMMUNITY RESIDENT	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
TRANSITIONAL WORKER	Yes _____	No _____
NEW ENVIRONMENTAL WORKER	Yes _____	No _____
VETERAN	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

EXHIBIT B – Scope of Work
SECTION A

This Scope of Work (SOW) is for the cleanup of lead-impacted soil for 215 properties within the Preliminary Investigation Area (PIA) which are identified in Attachment 1 to Section A of Exhibit B. The work to be completed pursuant to the SOW is intended to accomplish the cleanup objectives described in Paragraph 5 of Exhibit A to the Contract and in the Final Removal Action Plan (Cleanup Plan) Offsite Properties within the Exide Preliminary Investigation Area dated July 17, 2017 (the Cleanup Plan). In the event there are any discrepancies between this SOW and the Cleanup Plan, including any modifications, amendments, or addenda to the Cleanup Plan subsequently approved by DTSC, the most recent DTSC-approved version of the Cleanup Plan shall govern. **The time frame for project completion is nine (9) months from award of the Contract.**

The Contractor must provide overall project management, technical services, personnel, services, materials, and equipment to accomplish this SOW in accordance with the Cleanup Plan, including any modifications, amendments, or addenda thereto subsequently approved by DTSC in a manner not inconsistent with the criteria established in Subpart E of the National Oil and Hazardous Substances Pollution Contingency Plan (40 C.F.R. § 300.400 et seq.), as amended (the National Contingency Plan or NCP), and the U.S. Environmental Protection Agency (US EPA) Superfund Lead-Contaminated Residential Sites Handbook. Before cleanup on a property begins, a fully executed access agreement must be in place that allows the necessary work to be performed. DTSC will provide the access agreements to the Contractor.

The Contractor must also follow the U.S. Department of Housing and Urban Development, Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, 2012 Edition during the removal of lead-impacted soil on residential and public properties. Since the Project is designed to cleanup soil contaminated with lead from operations at the former Exide Facility, clearance inspections pursuant to the Guidelines are not required.

The work to be completed pursuant to the SOW includes the following primary tasks:

- Task 1 – Excavation and Restoration
- Task 2 – Confirmation Sampling & Post-Cleanup Evaluation for Lead
- Task 3 – Transportation and Disposal
- Task 4 – Letter of Completion

Task 1 – Excavation and Restoration

DTSC will provide a Master Excavation, Disposal, and Restoration Design Plan and a draft property-specific Excavation, Disposal, and Restoration Design Plans to the Contractor for implementation and excavation activities. The Contractor is responsible for finalizing the property-specific Excavation, Disposal, and Restoration Design Plans for excavation activities described in the Cleanup Plan. Figure 13 in the Cleanup Plan illustrates a typical residential soil excavation plan in plan-view and cross-section. Property sample reports developed by DTSC as part of the characterization effort will be made available to the Contractor for accomplishing this task.

Subtask 1.1 –Excavation, Disposal, and Restoration Design Plans

Final property-specific Excavation, Disposal, and Restoration Design Plans will be developed by the Contractor for each property and must be consistent with the Master Excavation, Disposal and Restoration Design Plan. The final plans must be submitted to

DTSC for review and written approval prior to proceeding with excavation activities at each property. Appendix I of the Cleanup Plan (Proven Technologies and Remedies Guidance) includes additional details regarding development of the Excavation, Disposal, and Restoration Design Plans.

The Contractor will be responsible for executing all work associated with this task. The maximum excavation depth is 18 inches below ground surface (bgs). Confirmation samples will be submitted to an off-site laboratory for analysis in accordance with the Master Excavation, Disposal and Restoration Design Plan to confirm cleanup goals have been achieved. Pre-excavation confirmation samples may be collected to expedite the removal process.

The Contractor must use checklists for tracking of Pre-Excavation, Excavation, and Post Excavation activities at each property to document work completed and must attach the checklists to the Letter of Completion (Task 4). Examples of such checklists are provided in Section C of this SOW. The Restoration Plan described in Subtask 1.5.2 below will be included as an appendix in each property-specific Excavation, Disposal, and Restoration Design Plan.

Subtask 1.2 – Pre-Excavation Activities

All work to be completed pursuant to the SOW must be conducted in accordance with applicable local, state, and federal laws and regulations. The following tasks are necessary for implementation of work to be completed pursuant to the SOW:

- **DTSC and the Contractor** will:
 - i) Coordinate on a **weekly basis** to develop an implementation schedule for the cleanup of properties;
 - ii) Will attend the Pre-construction meetings with property owners; and
 - iii) Provide landscape maintenance instructions to the owner(s) as well as the tenants, if any;
- **DTSC** will:
 - i) Conduct initial meetings, during which access agreements will be obtained from property owners and the presence or absence of air ducts will be documented;
 - ii) Provide the property access agreement to the Contractor prior to any field work beginning at that property;
 - iii) Develop draft site-specific excavation plans that are to be finalized by the Contractor;
 - iv) Schedule pre-construction meetings with property owners;
 - v) Prepare draft California Department of Public Health (CDPH) Abatement of Lead Hazards Evaluation Notification Form 8551 and Lead Hazard Evaluation Report Form 8552, or latest versions.
- the **Contractor** will:
 - i) Provide all personnel, including subcontractors, with Cultural Sensitivity training prior to commencing any work pursuant to this SOW;
 - ii) Ensure all field personnel who conduct earth-moving activities complete Cultural Resources Sensitivity training with an archaeologist prior to engaging in any excavation activities.
 - iii) Finalize the following plans, subject to DTSC approval, drafts of which will be provided by DTSC to the Contractor: Greenhouse Gas Emissions Reduction

- Plan; Jurisdiction-Specific Traffic Management Plans; Jurisdiction-specific Noise Mitigation Plans;
- iv) Attend the pre-construction meetings with property owners;
 - v) Measure pre-existing planted areas prior to soil excavation to determine the appropriate compensation for replacement landscaping;
 - vi) Conduct pre-excavation sampling pursuant to this SOW;
 - vii) Provide residents and surrounding community with advance notice of excavation activities;
 - viii) Contact Underground Service Alert (or similar) for utility clearance within excavation areas so that each utility would be conspicuously marked;
 - ix) If necessary, mobilize a third-party geophysical contractor to the property to mark utilities in and around excavation areas on private property;
 - x) Obtain all required permits;
 - xi) Finalize and sign the Completed California Department of Public Health (CDPH) Abatement of Lead Hazards Evaluation Notification Form 8551 and Lead Hazard Evaluation Report Form 8552, or latest versions;
 - xii) Collect and evaluate pre-excavation confirmation samples to confirm proposed excavation extents;
 - xiii) Develop Final property-specific Excavation, Disposal, and Restoration Design Plan using the template provided by DTSC;
 - xiv) Obtain written approval from DTSC for the Contractor-developed final property-specific Excavation, Disposal, and Restoration Design Plan(s);
 - xv) Provide all health and safety equipment and supplies, along with air monitoring and decontamination equipment and materials, for use when needed;
 - xvi) Implement site-specific precautionary measures, as necessary, which may include temporary relocation of residents.
 - xvii) Identify and clearly delineate the work zones, including the Exclusion, Decontamination, and Support zones in field and Design Plans.
 - xviii) Install temporary fencing around the excavation boundary within the area of excavation, and place erosion control materials as outlined below;
 - xix) Conduct work between 7:00 am to 4:00 pm, Monday through Friday, unless allowed by local authority and arranged with DTSC and the owner in advance.

Subtask 1.2.1 – Compliance with Environmental Impact Report (EIR) – Mitigation Monitoring and Reporting Program (MMRP), Project Design Features and Mitigation Measures

Prior to the start of any and all cleanup activities, the Contractor will ensure all cleanup activities will be conducted in accordance with the Environmental Impact Report (EIR); specifically, the project design features and mitigation measures contained in the Mitigation Monitoring and Reporting Program (MMRP) adopted on July 17, 2017, and any modifications, amendments, or addenda thereto subsequently approved by DTSC.

Subtask 1.3 – Excavation Activities

Lead-impacted soil will be excavated to the proposed excavation depth and extent identified in the property-specific Excavation, Disposal, and Restoration Design Plans. Excavation will continue until a representative soil lead concentration of 80 ppm or less is achieved as determined through confirmation sampling and the Post-Cleanup Evaluation for lead or a maximum depth of 18 inches is excavated.

Where feasible, properties adjacent to one another or within the same block that are identified for cleanup will be clustered—cleaned up simultaneously or sequentially. Clustering minimizes disruption to residents and limits impacts from cleanup activities in any single area. Clustering also allows for more efficient and expeditious cleanups because cleanup crews will be mobilized only one time for a single area, rather than multiple times. This also results in a more cost-effective cleanup process.

Excavation activities conducted by the Contractor generally consists of the following steps:

- Clear the approved excavation area(s) and remove debris from property;
- Excavate soil to the excavation depths as determined through confirmation sample results. Soil removal depths will range from six (6) to 18 inches bgs;
- Stage excavated soil, characterize excavated soil in accordance with Subtask 1.3.1, and identify an appropriate off-site disposal facility;
- Load excavated soil into trucks for transportation to disposal facility in accordance with the Transportation Plan(s) and the Traffic Management Plan(s) (Subtask 1.2.1 and Task 3);
- Transport excavated soil off-site for disposal; and
- Backfill, grade, and restore the property.

Excavation and removal will be performed by a California-licensed hazardous substances removal contractor. Personnel on site will observe Cal/OSHA safety standards and follow the approved Health and Safety Plan (Subtask 1.7), which addresses the safety of personnel entering excavations for the purposes of sampling, surveying, and operating equipment. Soils will be managed for dust control as necessary based on air monitoring measurements and physical conditions. If wetting is insufficient for dust control, soil may be covered or removed. Additional details regarding dust control and air monitoring requirements for the Contractor are in Sections 6.3 and 6.4 of the Cleanup Plan.

Although the Cleanup Plan does not mention SCAQMD Rule 1466, the Contractor must comply with SCAQMD Rule 1466. (See Attachment 2 to Section A of Exhibit B.)

All surveying activities will be performed under the direction of a California-licensed surveyor or qualified civil engineer. The coordinate system used for the project is required to be that which is used by Los Angeles County. Survey data will be recorded and documented in the Letter of Completion (Task 4). Surveying will include: pre-excavation survey to document the property grade prior to excavation, excavation limits, confirmation sample locations, and post-excavation survey to document the final property grade. Survey data is expected to be downloaded and provided to DTSC daily and used by the Contractor to ensure excavation is documented accurately.

Erosion control measures will be implemented to control incidental run-off from the excavation areas. Note that coverage under the state's National Pollutant Discharge Elimination System (NPDES) General Permit for Construction Activities and an associated Storm Water Pollution Prevention Plan (SWPPP) will not be required by the State Water Resources Control Board for the implementation of the Cleanup Plan except for areas where contiguous disturbance is more than one acre.

Best management practices (BMPs) will be implemented during cleanup activities to protect storm drains from runoff. To prevent sediment from leaving the work area during soil-disturbing activities, multiple erosion control BMPs will be used. Proposed erosion

control devices will be subject to review and approval in writing by DTSC. BMPs will be evaluated daily during active remediation activities to ensure that they function properly.

Except for dust control measures, the excavation will be kept dry to ensure that no wastewater is generated and no environmental concerns arise, and to ensure that the excavation can be backfilled promptly.

Subtask 1.3.1 – Excavated Soil Waste Profiling for Disposal

The Contractor must follow the soil waste profiling contained in the Master Excavation Disposal and Restoration Plan.

The waste profiling will consist of analyses for metals (lead, arsenic, cadmium, copper, antimony, and zinc) in soil using EPA Method 6010B. Depending on the results of the total lead concentration indicated by analysis utilizing EPA Method 6010, and in compliance with the disposal facilities' requirements, solubility analyses including Toxicity Characteristic Leaching Procedure (TCLP) and Soluble Threshold Limit Concentration (STLC) maybe required and, if required, shall be performed by the Contractor.

All sample analysis shall be conducted by a State of California Environmental Laboratory Accreditation Program (ELAP) certified laboratory. Based on the waste profiling, and prior to soil removal work at that property, the disposal facility will be identified, and DTSC will be notified by the Contractor before the excavated soil is transported to the disposal facility.

Subtask 1.4 – Waste Management

The Contractor must follow the waste management requirements spelled out in the Master Excavation Disposal and Restoration Plan.

In short, waste management by the Contractor will include management of materials generated from site clearing and debris removal, and excavation of soil. Waste materials generated during soil excavation include, but are not limited to, soil and water used to decontaminate personnel and equipment.

Soil may be loaded directly from the excavation into bins or managed as temporary stockpiles on-site. Excavated soil temporarily stockpiled on-site will be placed in piles and/or Super Sacks® (or another Flexible Intermediate Bulk Container (FIBC) of equivalent quality) on top of plastic sheeting to reduce potential contamination of underlying soil.¹ The stockpiles will be covered with plastic sheeting to control dust and reduce infiltration of any rainwater in accordance with BMPs. After the stockpile is constructed, the sampling and analysis as presented in Subtask 1.3.1 will be followed. The information that will be recorded and tracked includes:

- Identification number that links the stockpile with the excavation source;
- Location of the stockpile within the property;
- Date(s) stockpile was generated and approximate volume;
- Sampling information, including number of samples collected, sample identifiers, date of sampling, and requested analyses; and
- Analytical data used to profile the stockpile.

¹ As used herein, the term "stockpile" refers to any soil temporarily stockpiled on a property, without regard to whether it is in piles or in Super Sacks®.

Stockpiles will be maintained in areas that minimize access inconveniences to residences. The plastic sheeting will be labeled with the contents of the stockpile and signs indicating the contents will be placed adjacent to the stockpile facing the street for passers-by. The recordkeeping system will track the stockpiled soil from the time of excavation until it is placed in a truck for transport and off-site disposal.

The truck will be inspected to ensure that the load is properly covered and that the truck has been properly decontaminated. Each loaded truck will leave the property with a completed manifest or bill of lading for transport of soil or other material to the disposal location. Soil loading and transportation routes are designated in the Transportation Plan (Subtask 1.2.1).

The treatment, storage, and disposal facilities (TSDFs) to be utilized by the Contractor for disposal of soil removed from the properties covered by the cleanup are identified in the Transportation Plan (Subtask 1.2.1). These facilities are permitted for the acceptance of the following three waste classifications anticipated to be generated during the soil removal activities: 1) lead-impacted nonhazardous waste; 2) non-Resource Conservation and Recovery Act (RCRA) hazardous waste (i.e., California hazardous waste); and 3) RCRA hazardous waste. All non-RCRA and RCRA hazardous waste will be transported under Uniform Hazardous Waste Manifest. All nonhazardous waste will be transported under a Bill of Lading or Nonhazardous Manifest.

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.

Subtask 1.5 – Backfill and Restoration Activities

Backfilling and restoration operations at a property will begin after the excavation activities at that property are complete (i.e., a representative soil lead concentration of 80 ppm or less is achieved as determined through confirmation sampling and the Post-Cleanup Evaluation for Lead [Task 2] or a maximum depth of 18 inches bgs is excavated).

Subtask 1.5.1 – Backfill

The Contractor will use soil that has been determined to be clean fill to backfill the excavation at a property. Sources of backfill material must be inspected and samples analyzed for the presence of chemicals before the backfill material is brought to the property. Sampling of backfill material must be conducted in accordance with DTSC's *Information Advisory for Clean Imported Fill Material* (DTSC, 2001), included in Appendix E to the Cleanup Plan. Structural backfill must be compacted to a minimum of 90 percent (90%) of the maximum dry density as determined by ASTM D-1557. Compaction reports must be included in the Letter of Completion (Task 4), which are subjected to DTSC review and approval in writing.

Subtask 1.5.2 – Restoration Plan

The Contractor will prepare a final property-specific restoration plan consistent with the Master Excavation, Disposal, and Restoration Design Plan. The final property-specific Restoration Plan will be included as an appendix in each property-specific Excavation, Disposal, and Restoration Design Plan (Subtask 1.1).

The Contractor and/or its landscaping subcontractor(s) must:

- Supervise the installation of landscaping;

- Confirm and document the landscaping option voluntarily selected by the property owner;
- Measure pre-existing planted areas prior to soil excavation to determine the appropriate compensation for replacement landscaping, if any;
- Provide landscape maintenance instructions to the owner(s) as well as the tenants, if any;
- Photograph yard conditions before and after restoration is completed; and
- Coordinate with the Contractor(s) on reporting and landscaping project completion.

Task 1.6 – Quality Control/Quality Assurance

Quality control/quality assurance of the excavation, disposal, and restoration and associated activities at each property is the responsibility of the Contractor. The Contractor is responsible for ensuring appropriate documentation of field activities, preparing periodic reports of cleanup progress, notifying other project team members as issues arise, and preparing the Letter of Completion (Task 4).

Field documentation of the cleanup activities will consist of, but are not limited to:

- Daily, weekly, and monthly reports;
- Documentation associated with soil confirmation sampling (as outlined in Task 2);
- Documentation of profiling of excavated soil (as outlined in Subtask 1.3.1);
- Documentation associated with fill and topsoil sampling (as outlined in Subtask 1.5.1); and
- Copies of manifests or bill of lading for each off-haul (as outlined in Subtask 1.4).

The soil confirmation sampling (described in Task 2 below) and detailed in the Master Excavation, Disposal, and Restoration Design Plan supports this task as it outlines the data quality objectives and sampling design for soil confirmation sampling. The Master Excavation, Disposal, and Restoration Design Plan addresses sample collection and analysis, which will be completed in accordance with the DTSC-approved Final Work Plan - Sampling and Analysis of Residential Properties in the Vicinity of the Exide Facility – Quality Assurance Project Plan (QAPP); (including any modifications, amendments, or addenda thereto subsequently approved by DTSC).

The QAPP and QAPP Addendums can be found on DTSC's website at the following links:

QAPP: https://www.dtsc.ca.gov/HazardousWaste/Projects/upload/EFI-Arcadis_Exide-Residential-QAPP_Final_11-21-16.pdf

QAPP Addendum 1:
https://www.dtsc.ca.gov/HazardousWaste/Projects/upload/EFI-Arcadis_Exide-Residential-QAPP_Addendum1_12-08-16.pdf

QAPP Addendum 2:
https://www.dtsc.ca.gov/HazardousWaste/Projects/upload/EFI-Sampling-Exide-Residential-QAPP_Addendum2_011117-final.pdf

The Contractor will be required to review and implement the QAPP prior to conducting soil confirmation sampling.

DTSC will oversee and monitor the Contractor to ensure its performance is in accordance with the Cleanup Plan, the Master Excavation, Disposal, and Restoration Design Plan and this Contract. DTSC staff will provide tracking templates to the Contractor to document field work.

Task 1.7 – Health and Safety Plan (HASP)

The Contractor is required to develop a Health and Safety Plan (HASP) in accordance with the most current requirements of California Code of Regulations, title 8, section 5160 et seq. (General Industry and Construction Safety Orders, Hazardous Substances and Processes); Code of Federal Regulations, title 29, parts 1910 (Occupational Safety and Health Standards) and 1926 (Safety and Health Standards for Construction); and is consistent with the Project Safety, Health, and Environmental Plan contained in Appendix E of the Cleanup Plan. The HASP will be reviewed by DTSC's certified industrial hygienist before work pursuant to this SOW commences. A property-specific addendum to the HASP consistent with the Project Safety, Health and Environmental Plan, contained in Appendix E of the Cleanup Plan, will be required if site conditions warrant modifications to the HASP. The Contractor must comply with the Project Safety, Health, and Environmental Plan, the HASP, and any addenda thereto.

The Contractor's, and any subcontractor's, personnel proposed to perform work to be completed pursuant to the SOW must understand and implement the HASP developed and any addenda. The Contractor shall require its employees to sign an acknowledgement form stating that they understand the Project Safety, Health, and Environmental Plan, the HASP, and their requirements. For any addendum to the Project Safety, Health, and Environmental Plan or the HASP, the Contractor shall require its employees sign an acknowledgement form stating that they understand the addendum and its requirements.

Task 2 –Confirmation Sampling

The Contractor must follow the soil confirmation sampling contained in the Master Excavation Disposal and Restoration Plan. In short, prior to conducting a pre-construction meeting, a draft excavation plan will be prepared by DTSC. The draft excavation plan will establish a preliminary boundary of excavation and identify the applicability of property specific permits, if any. The Contractor will ground truth and confirm the sample locations during the Preconstruction Meeting and finalize the sampling plan.

Confirmation sample locations will be established based on the site characterization soil Sampling Analysis results. To expedite the cleanup process, confirmation samples will be collected prior to excavation. During the pre-construction meeting, pre-excavation samples will be collected from up to eight (8) locations generally from four (4) boreholes in the front yard and four (4) boreholes in the back yard. The depth meeting the representative soil lead concentration of 80 ppm will be used to establish the appropriate excavation depth. The discrete samples submitted for laboratory analysis will be analyzed using U.S. EPA Method 6010B with laboratory Turn Around Time (TAT) of 1 week, 72 hours or 24 hours, adjusted based on property cleanup scheduling needs. The laboratory samples will confirm and establish the boundaries of the excavation before beginning the excavation activities. Lateral extent of excavation will be determined on a case by case basis with DTSC's approval. Excavation will not be extended beyond 18 inches bgs.

Samples will not be collected from drip zones or areas where the excavation may be obstructed to 12 or 18 inches bgs. Sample locations and the number of samples collected may be adjusted based on direction provided by DTSC.

The draft excavation plan will be revised and finalized based on the results of the confirmation sampling and will be submitted to DTSC for approval before implementation.

The Contractor will ensure sampling protocol and procedures are consistent with the approach described in the Master Excavation, Disposal and Restoration Design Plan to process and obtain sample analytical results such that a statistical assessment of the analytical results can be performed and/or a decision made to continue or terminate the excavation.

Each confirmation sample will be collected at a depth predetermined prior to conducting field excavation activities, depending on the depth identified through the site characterization. The eight soil samples will be submitted for laboratory analysis using U.S. EPA Method 6010B with a TAT of one (1) week, 72 hours or 24 hours—depending on the property specific needs. A TAT of less than 1 week standard must be requested and approved by the DTSC Field Operations manager.

Laboratory analytical results from the eight locations will be used to calculate post-remediation exposure concentrations for the property to determine if the representative soil concentration of lead is equal to or less than a 95 percent (95%) UCL of 80 ppm. If these laboratory analytical results indicate that the post-remediation representative soil concentration of lead is greater than a 95 percent (95%) UCL of 80 ppm, the Contractor must notify the DTSC Project Manager of the results before beginning the backfilling and restoration activities. If laboratory analytical results indicate that the post-remediation representative soil concentration of lead is greater than a 95 percent (95%) UCL of 400 ppm, the Contractor must obtain advance written approval from the DTSC Project Manager to proceed with the backfilling and restoration activities.

Laboratory analytical results from the confirmation sampling may be supplemented with existing laboratory analytical results of soil samples collected during the characterization phase to determine post-cleanup exposure concentration for lead at each property.

All soil sampling equipment will be decontaminated before each sample is collected. Prior to sampling, any loose waste or soil will be gently brushed off the surface of the excavation, and care will be taken to collect the sample from an undisturbed area.

All soil samples for analyses by a laboratory will be submitted to a State of California ELAP-certified laboratory. All laboratory samples will be collected in labeled jars and retained by the Contractor throughout the duration of the Contract or until requested by DTSC. Each soil sample will have a unique identification code to indicate where and at what depth a sample was collected. Nomenclature generally consistent with the sample designations previously used during the characterization of the properties will be used for confirmation samples.

Task 3 – Transportation and Disposal

All lead-impacted soil must be disposed of by the Contractor at a permitted facility. The facility or facilities where the impacted soil is being transported will be identified, including the name, address, phone number, and contact persons for each facility. The

Contractor will be responsible for providing waste profiles, obtaining property-specific US EPA Identification (EPA ID) Numbers, destination, mode of transportation, designated route description(s) minimizing community impacts, traffic control and loading procedures, Department of Transportation placarding, record-keeping protocol, health and safety measures, and finalizing the draft Traffic Management Plan(s) for each jurisdiction where transportation will occur.

Task 4 – Letter of Completion

Following the excavation and restoration of each property the Contractor is responsible for preparing and submitting to DTSC a property specific Letter of Completion (LOC) describing the excavation and restoration activities conducted at the Property. The LOC shall be prepared pursuant to Section 6.15 of the Cleanup Plan. Each Property LOC shall include:

- A brief description of the property
- A DTSC-provided Property owner-signed access agreement
- Initial property visit evaluation
- Identification and documentation of the presence of air ducts
- Documentation of Property interior cleaning requests
- Pro UCL 5.1 (or latest version) output for the Property
- CDPH Abatement of Lead Hazards Evaluation Notification Form 8551 and Lead Hazard Evaluation Report Form 8552 or later versions
- Applicable permits and utility clearances
- Photographic chronology of field work
- Copies of available property sampling reports including XRF field and laboratory reports, and confirmation sampling results
- Copy of Property drawing delineating work areas and sample locations
- Copies of Property Excavation and Landscaping Site Plans
- Restoration material used type and quantity
- Lead impacted soil removed type and quantity including profiles and manifests
- Backfill compaction results, when required

Each LOC shall include a Post-Cleanup Evaluation for Lead to verify that the target cleanup goal was achieved for the property pursuant to Section 3.4 of the Cleanup Plan. The evaluation shall be prepared pursuant to the DTSC's Proven Technologies and Remedies, Remediation of Metals in Soil Guidance Document dated August 2008.

In addition, DTSC shall obtain from the Property Owner a Specific Compensation Acknowledgement Form (CAF) to be added to the LOC at any time the DTSC obtains this Form. The CAF is solely the responsibility of the DTSC and is not part of the Contractor's Responsibilities in completing the LOC. The Contractor will provide a cover sheet within the LOC for the DTSC to add the CAF once obtained. The CAF requirement will not delay DTSC's approval for the submitted LOC.

All LOCs, will be signed and stamped by a Lead Certified Industrial Hygienist and a California-Licensed Civil Engineer. LOCs will be electronically submitted for each property for DTSC review and approval. LOCs will be submitted within 15 business days after the completion of the cleanup activity of the property. For the purposes of this contract, the LOC will be considered complete once the Contractor satisfied all the above listed requirements, to DTSC's satisfaction, that are the sole responsibility of the Contractor which does not include submitting the CAF for each property.

Once approved by the DTSC in writing, the Contractor shall submit to the DTSC Project Manager a final electronic LOC copy (via email) and two hardcopies via US Mail.

SECTION B

The following are project requirements.

1. Laboratory Analysis

During the cleanup effort, confirmation soil samples will be analyzed by a State of California ELAP-certified laboratory, approved by DTSC. The Contractor shall be responsible for the collection and delivery of all samples to the laboratory in accordance with DTSC-approved procedures. The Contractor shall be responsible for providing or obtaining multiple copy chain-of-custody forms acceptable to the laboratory. 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 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. All samples are the property of DTSC.

The Contractor shall submit analytical results to DTSC, in the format approved by DTSC, within 14 calendar days of the sample collection.

- a) Chemical Laboratory Services. The Contractor shall subcontract with an independent State of California ELAP-certified laboratory to perform the analysis. The Contractor shall evaluate quality assurance and quality control data and provide interpretations and reports describing the analytical results. The Contractor shall provide the raw analytical data to DTSC in an electronic format approved by DTSC. The Contractor shall also identify and retain a backup laboratory, if needed. The Contractor shall have the capacity to store the processed samples for the duration of the Contract or until requested by DTSC.
- b) Industrial Hygiene Laboratory Services. Should the need arise, and following consultation with DTSC's certified industrial hygienist, the Contractor shall conduct or subcontract with a laboratory to obtain sample analysis and related activities in support of the health and safety program and other related activities conducted at the project.

2. Data Management and Reporting

Data generated pursuant to this SOW will be entered into a database format with guidance from DTSC and maintained by the Contractor in accordance with generally accepted data management principles. Data must be delivered in an EDD-based format defined by DTSC and EarthSoft that is compatible with the EQulS database software and pre-processed by utilizing EarthSoft Enterprise Electronic Data Processing (EDP) software. Further details pertaining to the EDD, tables, fields, definitions, valid values, file naming nomenclature and pre-processing instructions for utilizing the Enterprise EDP software will be detailed in a separate document to be made available to the vendors by DTSC. DTSC reserves the right to change the format of the EDDs by providing an advance notification to the vendors. Data will be delivered in a daily, weekly, and/or biweekly timeframe as appropriate and designated by DTSC.

All data are the property of DTSC. The Contractor must provide electronic storage, search, retrieval, and other management of data collected during any activity undertaken

pursuant to the Contract and other data specified by DTSC. These data will include but not be limited to:

1. Project and property descriptions;
2. Coordinates and elevations of surfaces, sampling locations and features of properties;
3. Results of environmental measurements;
4. Removal action schedules; and
5. Costs, obligation and outlay projections, and other financial information.

3. General Requirements

- a) The Contractor must ensure that all necessary equipment, materials, and personnel are present at the property and in operating condition at the beginning of each workday as specified by DTSC. It is the Contractor's responsibility to have equipment in good working order at no cost to DTSC.
- b) The Contractor must ensure that equipment and instrumentation operators have the necessary training and are qualified to perform all work specified within industry standards.
- c) Data handling services shall include, but are not limited to, the following capabilities:
 - i. Producing data processing products and providing data processing services with editable capabilities in conformance with typical data processing industry standards, which include:
 1. Microsoft Access
 2. Microsoft Excel
 3. Microsoft Word
 4. Microsoft Project
 5. Microsoft Info-path compatible version
 6. Microsoft Outlook compatible version
 7. Computer Aided Design Software (including AutoCAD)
 8. Geographic Information System (GIS)
 9. EQuIS Database Software
 10. Electronic Data Deliverables in CSV or Tab Delimited text file format
 - ii. Modification of information systems and databases (formats may be specified by DTSC).
 - iii. Processing, including: rearranging, sorting, searching, retrieving, computing, formatting and displaying output (tabular printouts, plans, and graphs) on screens (CRT), paper, and other media.
 - iv. Personal computers and mobile devices for field use.
 - v. Submittal of invoices electronically, backed up in searchable PDF on a CD.
 - vi. Submittal of technical documents, written reports, design plans and laboratory data electronically, backed up in searchable PDF format on a CD.

FIGURE 1 - Project Location Map

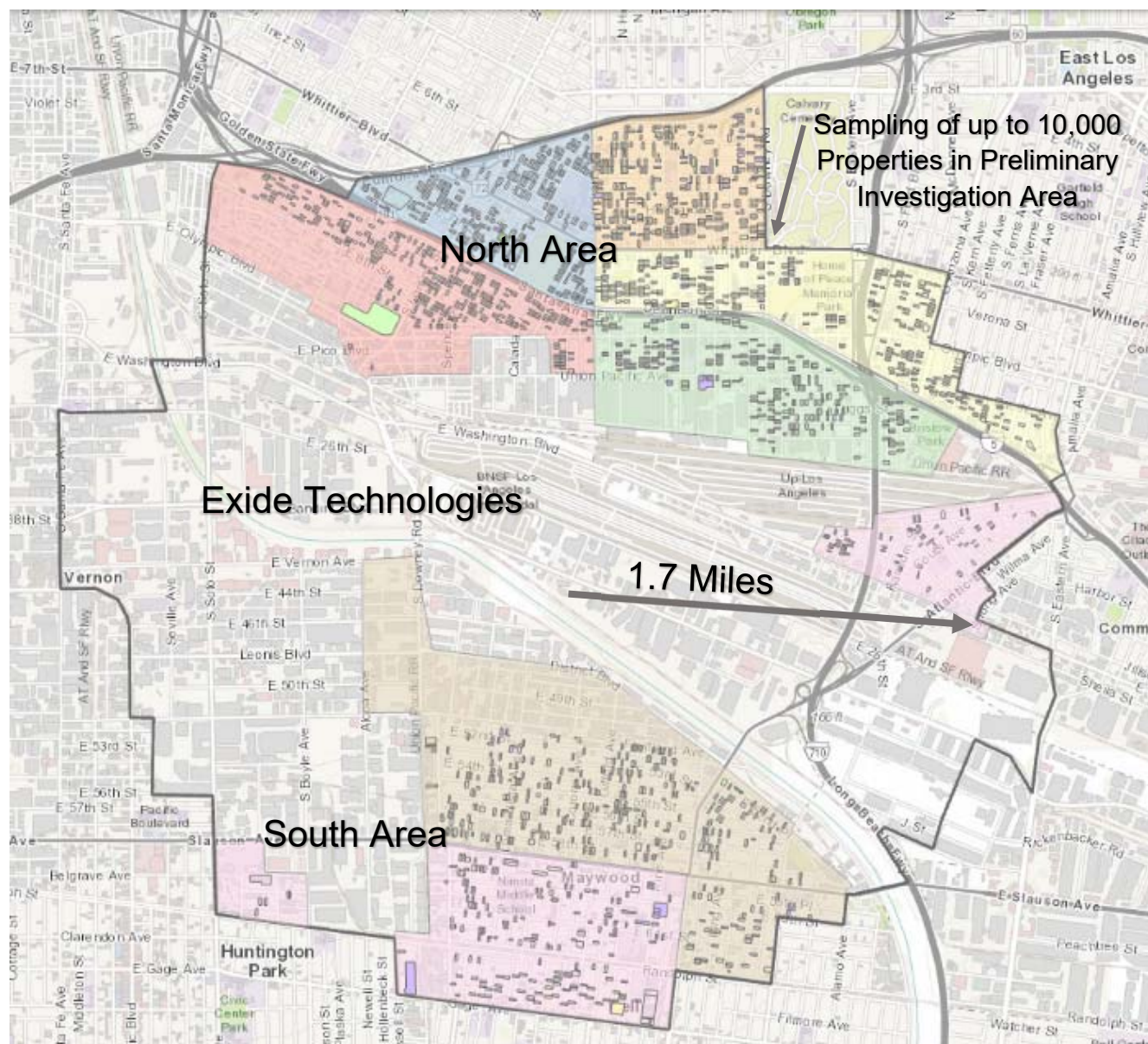
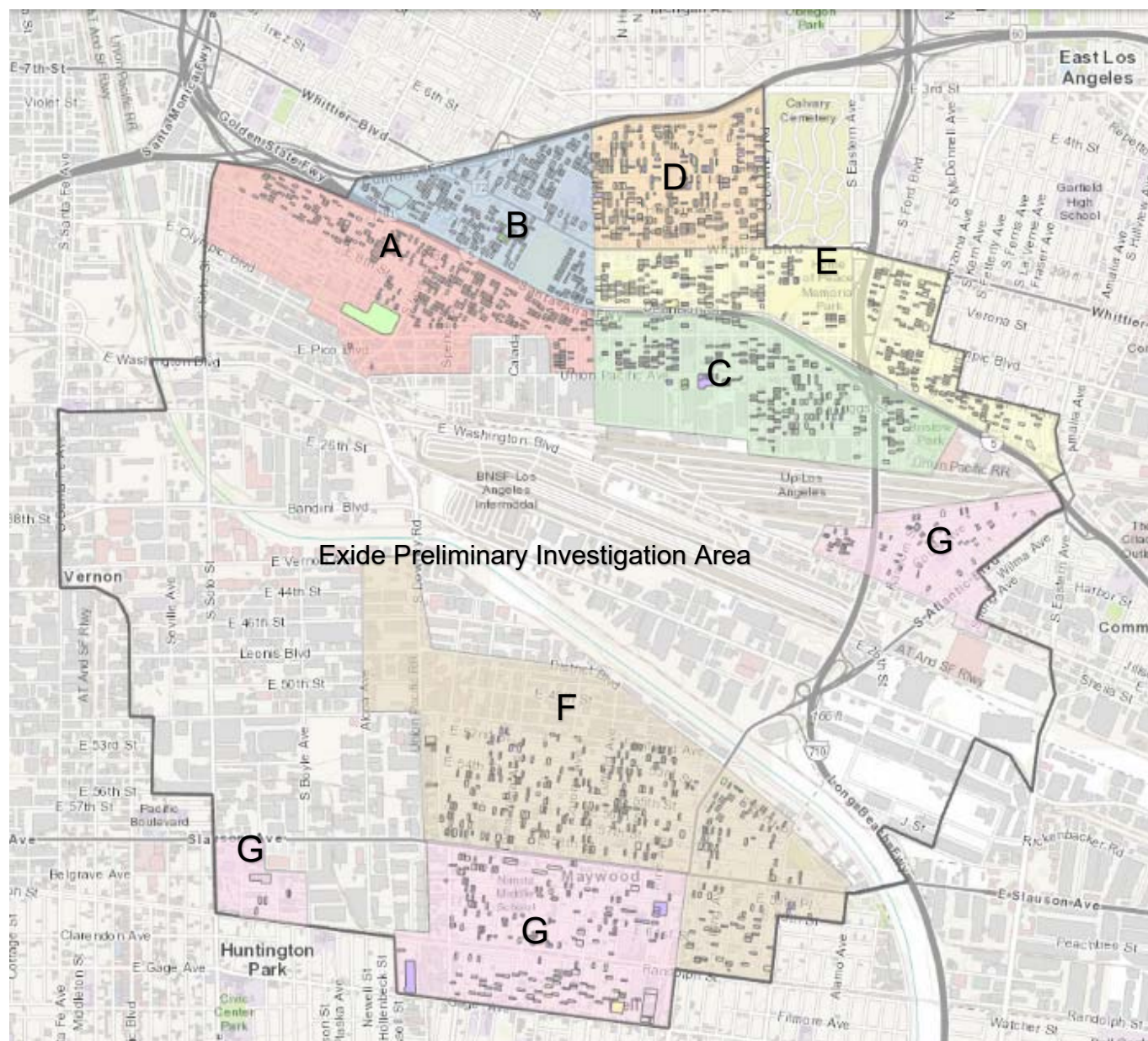


FIGURE 2 – Outreach Zones



SECTION C

EXAMPLE OF PRE-EXCAVATION, EXCAVATION, AND POST EXCAVATION CHECKLISTS

Pre-Removal Checklist

Property ID#: _____ Address: _____
 Phone#: _____ Name: _____
 Main language spoken: _____ Translator Needed? (Y/N) _____

Anticipated Start Date: _____
 Construction Manager: _____
 Subcontractor: _____

	Applicable (Y/N)	Assigned to	Checked by	Due Date	Completed Date	Notes
Access Agreement						
Permits Needed:						
Grading (Y/N):						
City: _____						
Sidewalk Closure (Y/N):						
City: _____						
Parking (Y/N):						
City: _____						
OTHER: _____						
City: _____						
Pre-Clean Up Meeting with Resident						
Pre-Removal checklist completed						
Took pre-Removal Photos						
Excavation, Disposal and Restoration Design Plan:						
Transportation Maps						
Figures created:						
Site Location Maps						
Excavation/Restoration Plans						
Excavation Estimate:						
Construction Laydown Areas						
Title 17 Notifications – 5 Day						
USA Dig Alert						
Electronic filing of Title 17/USA Dig Alert						
Schedule geophysical survey						
Complete geophysical survey						
Geophysical submittals received and electronic filing						
EPA ID Needed (Y/N):						
EPA ID#: _____						
RCRA/non-RCRA?						
Waste Profile Update?						
Receiving Facility: _____						
Site Characterization Sampling						
Obtaining samples						
Results received and filed						
Confirm access and materials moved out of excavation areas						
Resident sign off of landscaping/restoration plans						
Provided Resident with restoration sketch						

Removal Checklist

PIA#: _____ Address: _____
Start Date: _____ Name: _____
Finish Date: _____ Phone#: _____
Construction Manager: _____
Subcontractor: _____

- ☐ Removal Photos
☐ Waste Profiling

Assigned to: _____ Date: _____

DUST MONITORING ACTIVITIES

☐ Setup of Dust Monitoring Equipment
Assigned to: **Panacea** Date(s): _____
Upwind: Yes/No
Entrance
Downwind

☐ Breakdown of Dust Monitoring Equipment
Assigned to: **Panacea** Date(s): _____

☐ Dust Monitoring Equipment Unit No.(s): _____
(Serial numbers from Panacea)

EXCAVATION ACTIVITIES

☐ Subsurface Utility Clearance
Assigned to: _____ Date(s): _____

☐ Mobilization of Equipment
Assigned to: _____ Date(s): _____

☐ List of Equipment Utilized
Loader: _____ Date(s): _____
Mini Excavator: _____ Date(s): _____
Bobcat: _____ Date(s): _____
Roll-off Bin(s): _____ Date(s): _____
Support Vehicle(s): _____ Date(s): _____

☐ Number of Subcontractor Personnel
Superintendent: _____
Equipment Operator: _____
Laborers: _____

CONFIRMATION SAMPLING ACTIVITIES

☐ XRF Confirmation Sampling (8 Samples Only) Assigned to: _____ Due Date: _____
☐ Laboratory Confirmation Sampling (2 Samples Only) Assigned to: _____ Due Date: _____
☐ Map showing sampling locations Assigned to: _____ Due Date: _____
☐ UCL Calculations based on XRF Data Results Assigned to: _____ Due Date: _____
☐ Do XRF Results Meet 95% UCL of 80 mg/kg? Assigned to: _____ (Y/N): _____
If No, "Further Evaluation" Required

☐ Is Further Evaluation Required? Assigned to: _____ (Y/N): _____
If yes, add additional samples to map/lab

TRANSPORT AND DISPOSAL ACTIVITIES

☐ Manifest Ready and Available? Assigned to: _____ Due Date: _____

Manifest No.(s): _____ Est. Qty: _____ Date: _____
_____ Est. Qty: _____ Date: _____
_____ Est. Qty: _____ Date: _____
_____ Est. Qty: _____ Date: _____
_____ Est. Qty: _____ Date: _____

Disposal Facility: _____

Waste Characterization: _____

Backfill and Restoration Checklist

BACKFILL AND RESTORATION ACTIVITIES

☐ Landscaping Plan Prepared
Assigned to: _____ Due Date: _____

☐ Backfill Materials Ordered
Assigned to: _____ Due Date: _____

☐ Backfill Materials Used
Engineered Fill: _____ Est. Qty: _____ Date Installed: _____
Top Soil: _____ Est. Qty: _____ Date Installed: _____

☐ Restoration Materials Ordered
Assigned to: _____ Due Date: _____

☐ Restoration Materials Used
Gravel: _____ Est. Qty: _____ Date Installed: _____
Sod: _____ Est. Qty: _____ Date Installed: _____
Lava Rock: _____ Est. Qty: _____ Date Installed: _____

SITE CLEANUP AND DEMOBILIZATION ACTIVITIES

☐ Landscaping complete/approved
Assigned to: _____ Due Date: _____

☐ Impacted areas swept and HEPA vacuumed
Assigned to: _____ Due Date: _____

☐ Equipment Demobilization
Assigned to: _____ Due Date: _____

CHECK REQUEST AND INTERIOR CLEANING REQUEST

☐ Check Request and Amounts to be paid to Homeowner
Assigned to: _____ Due Date: _____
Amount (\$): _____
Delivered to: _____ Date: _____

☐ Interior Cleaning Offer
Assigned to: _____ Due Date: _____
Date Scheduled: _____

One import/export sheet for each property tabulated date, manifest number, import amounts installed, and landscaping SY installed (have current draft)

Excavation/Sampling Map – indicating depths and conf sample locations

Landscaping Plan (signed) – any modifications

Record water usage project start and stop

Obtaining deliverables from contractors and file

Transportation Maps

Construction Laydown Areas

Tickets for export/import – weekly basis minimum

Tracking / Inputting / tabulating Field information

Confirmation Sampling and Tracking

Check requests for payment to residents

Water usage / plant restoration

Relocation

Interior Cleaning

Coordination of Interior Cleaning

Schedule assessment and receipt

Post-Removal Checklist

PIA#: _____

Construction Manager: _____

Subcontractor: _____

Date: _____

Address: _____

<input type="checkbox"/>	1 Post-Removal Photos		
<input type="checkbox"/>	2 Deliver check payment(s) – item #9	Assigned to: _____	Date: _____
<input type="checkbox"/>	3a Closure Report Text	Assigned to: _____	Date: _____
<input type="checkbox"/>	3b Statistical summary	Assigned to: _____	Date: _____
<input type="checkbox"/>	3c Figures		
<input type="checkbox"/>	Figure 1 - Site Location Map	Assigned to: _____	Date: _____
<input type="checkbox"/>	Figure 2 - Removal Map	Assigned to: _____	Date: _____
<input type="checkbox"/>	Figure 3 - Restoration Map	Assigned to: _____	Date: _____
<input type="checkbox"/>	Figure 4 - Confirmation Sample Map	Assigned to: _____	Date: _____
<input type="checkbox"/>	3d Access Agreement		
<input type="checkbox"/>	3e Permits		
<input type="checkbox"/>	Grading		
<input type="checkbox"/>	Sidewalk Closure		
<input type="checkbox"/>	Parking		
<input type="checkbox"/>	Other		
<input type="checkbox"/>	3f USA Dig Alert		
<input type="checkbox"/>	3g Title 17		
<input type="checkbox"/>	3h Waste Manifests	Assigned to: _____	Date: _____
<input type="checkbox"/>	3i Weight Tickets	Assigned to: _____	Date: _____
<input type="checkbox"/>	3j Photo Documentation	Assigned to: _____	Date: _____
<input type="checkbox"/>	3k Laboratory Reports		
<input type="checkbox"/>	3l Project Closeout Checklist		
<input type="checkbox"/>	4 Draft review		
<input type="checkbox"/>	5 Draft submittal		
<input type="checkbox"/>	6 Post-Cleanup Evaluation	Assigned to: _____	Date: _____
<input type="checkbox"/>		_____	_____

ATTACHMENT 1 – LIST OF CANDIDATE PROPERTIES

#	Property ID	APN	Facility Type	Outreach Zone	Address	Estimated Excavation Area (Sq Ft)
1	RP0819	5190012017	Residential	A	1166 GRANDE VISTA AVE, LOS ANGELES, CA 90023	5221
2	RP3117	5190016033	Residential	A	3421 8TH ST, LOS ANGELES, CA 90023	2579
3	RP2195	5190014006	Residential	A	3328 GARNET ST, LOS ANGELES, CA 90023	2431
4	RP0205	5191005015	Residential	A	1136 CALADA ST, LOS ANGELES, CA 90023	2257
5	RP2985	5191014004	Residential	A	3568 GARNET ST, LOS ANGELES, CA 90023	1521
6	RP1422	5170001006	Residential	A	1124 CAMULOS ST, LOS ANGELES, CA 90023	1356
7	RP1870A	5191005004	Residential	A	1139 CALZONA ST, LOS ANGELES, CA 90023	1250
8	RP2664	5190017005	Residential	A	3418 8TH ST, LOS ANGELES, CA 90023	1207
9	PIA-03420	5191004018	Residential	A	1130 CALZONA ST, LOS ANGELES, CA 90023	1108
10	A0029	5170002023	Residential	A	1152, 1152 1/2 Marietta St Los Angeles CA 90023	1078
11	RP1063	5170004002	Residential	A	1121 ORME AVE, LOS ANGELES, CA 90023	885
12	RP1866B	5191004019	Residential	A	1134 CALZONA ST, LOS ANGELES, CA 90023	777
13	RP0199	5191004010	Residential	A	1125 LOS PALOS ST, LOS ANGELES, CA 90023	744
14	RP2593B	5191015015	Residential	A	3533 8TH ST, LOS ANGELES, CA 90023	738
15	PIA-05887	5191013017	Residential	A	3529 OPAL ST, LOS ANGELES, CA 90023	678
16	RP0391	5190015021	Residential	A	1143 SPENCE ST, LOS ANGELES, CA 90023	674
17	A0016	5190009015	Residential	A	1131 DACOTAH ST, LOS ANGELES, CA 90023	669
18	RP0382	5190002020	Residential	A	3333 GARNET ST, LOS ANGELES, CA 90023	507
19	RP3173	5190017016	Residential	A	3458 8TH ST, LOS ANGELES, CA 90023	490
20	PIA-05885	5191013018	Residential	A	3523 OPAL ST, LOS ANGELES, CA 90023	470
21	RP2497A	5191012006	Residential	A	3556 BESWICK ST, LOS ANGELES, CA 90023	450
22	RP1886B	5191010022	Residential	A	1158 ESPERANZA ST, LOS ANGELES, CA 90023	403
23	A0042	5191017002	Residential	A	3504 E 8th St Los Angeles CA 90023	378
24	RP2489	5190009005	Residential	A	1120 EUCLID AVE, LOS ANGELES, CA 90023	348
25	RP2059	5190001021	Residential	A	1111 SPENCE ST, LOS ANGELES, CA 90023	346
26	RP0012	5170002011	Residential	A	1149 CAMULOS ST, LOS ANGELES, CA 90023	218
27	PIA-04985	5190022032	Residential	A	3339 HUNTER ST, LOS ANGELES, CA 90023	143
28	RP1441	5191027023	Residential	A	1214 LOS PALOS ST, LOS ANGELES, CA 90023	0
29	RP0148	5190009028	Residential	A	1151 DACOTAH ST, LOS ANGELES, CA 90023	0
30	PIA-02702	5188014011	Residential	B	3524 7TH ST, LOS ANGELES, CA 90023	3593
31	RP0775	5188015033	Residential	B	3555 7TH ST, LOS ANGELES, CA 90023	2809
32	PIA-06595	5188015020	Residential	B	958 SPENCE ST, LOS ANGELES, CA 90023	2571
33 34	PIA-03496	5188023050 5188023049	Residential	B	915 CONCORD ST, LOS ANGELES, CA 90023	1943
35	RP2034	5188002024	Residential	B	3635 6TH ST, LOS ANGELES, CA 90023	1735
36	PIA-05965	5188006026	Residential	B	3529 PERCY ST, LOS ANGELES, CA 90023	1491

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#	Property ID	APN	Facility Type	Outreach Zone	Address	Estimated Excavation Area (Sq Ft)
37	RP2656B	5188023012	Residential	B	941 BERNAL AVE, LOS ANGELES, CA 90023	1298
38	RP0041	5188002044	Residential	B	3531 6TH ST, LOS ANGELES, CA 90023	1155
39	RP1791	5188023036	Residential	B	963 CONCORD ST, LOS ANGELES, CA 90023	1061
40	RP1469C	5188003024	Residential	B	3524 6TH ST, LOS ANGELES, CA 90023	914
41	RP0073	5188018003	Residential	B	3422 SISKIYOU ST, LOS ANGELES, CA 90023	891
42	PIA-05224	5188001030	Residential	B	3533 LANFRANCO ST, LOS ANGELES, CA 90063	835
43	RP0757A	5188003020	Residential	B	3507 SABINA ST, LOS ANGELES, CA 90023	813
44	RP0108	5188024021	Residential	B	1049 GRANDE VISTA AVE, LOS ANGELES, CA 90023	776
45	PIA-05972	5188006021	Residential	B	3553 PERCY ST, LOS ANGELES, CA 90023	620
46	PIA-03029	5188023010	Residential	B	937 BERNAL AVE, LOS ANGELES, CA 90023	511
47	PIA-02572	5188002022	Residential	B	3645 6TH ST, LOS ANGELES, CA 90023	508
48	RP2301	5188003021	Residential	B	3511 SABINA ST, LOS ANGELES, CA 90023	495
49	RP2649	5188006030	Residential	B	3507 PERCY ST, LOS ANGELES, CA 90023	368
50	A0012	5188009031	Residential	B	3715 LEE ST, LOS ANGELES, CA 90023	360
51	RP0052	5188006033	Residential	B	725 ESPERANZA ST, LOS ANGELES, CA 90023	284
52	RP3113	5188016002	Residential	B	3564 WHITTIER BLVD, LOS ANGELES, CA 90023	192
53	RP2671B	5188006036	Residential	B	3561 PERCY ST, LOS ANGELES, CA 90023	158
54	RP0107	5188024020	Residential	B	1047 GRANDE VISTA AVE, LOS ANGELES, CA 90023	154
55	PIA-04155	5188003050	Residential	B	637 ESPERANZA ST, LOS ANGELES, CA 90023	136
56	PIA-05232	5188001026	Residential	B	3551 LANFRANCO ST Los Angeles	1792
57	RP1385	5241008018	Residential	C	1250 DOWNEY RD, LOS ANGELES, CA 90023	3744
58	B0170	5241018015	Residential	C	4409 TRIGGS ST, LOS ANGELES, CA 90040	3426
59	RP2248B	5242019003	Residential	C	1318 EASTMAN AVE, LOS ANGELES, CA 90023	2541
60	RP1620	5242011013	Residential	C	1254 HICKS AVE, LOS ANGELES, CA 90023	2410
61	RP2951	5241023020	Residential	C	1433 SUNOL DR, LOS ANGELES, CA 90023	2398
62	PIA-00811	5244004001	Residential	C	1500 DUNCAN AVE, COMMERCE, CA 90040	1700
63	RP1936B	5241026030	Residential	C	4414 LOVETT ST, LOS ANGELES, CA 90040	1168
64	RP2517B	5241026018	Residential	C	4465 DUNHAM ST, LOS ANGELES, CA 90023	1132
65	E04014	5241025026	Residential	C	4436 TRIGGS ST, LOS ANGELES, CA 90040	813
66	E04279	5242012035	Residential	C	1267 TOWNSEND AVE, LOS ANGELES, CA 90023	713
67	RP0448	5244004017	Residential	C	1531 MCBRIDE AVE, COMMERCE, CA 90040	600
68	RP2175B	5242010032	Residential	C	1257 HICKS AVE, LOS ANGELES, CA 90023	584
69	RP2179B	5242012031	Residential	C	1251 TOWNSEND AVE, LOS ANGELES, CA 90023	581
70	E04386	5242014030	Residential	C	1241 EASTMAN AVE, LOS ANGELES, CA 90023	533
71	RP1765A	5244003006	Residential	C	1424 MCDONNELL AVE, COMMERCE, CA 90040	500
72	RP2721B	5242001014	Residential	C	1143 HERBERT AVE, LOS ANGELES, CA 90023	494
73	PIA-04133	5242014032	Residential	C	1231 EASTMAN AVE, LOS ANGELES, CA 90023	479
74	PIA-04801	5242016032	Residential	C	1225 HERBERT AVE, LOS ANGELES, CA 90023	472
75	E04363	5242014017	Residential	C	1270 ROWAN AVE, LOS ANGELES, CA 90023	459

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#	Property ID	APN	Facility Type	Outreach Zone	Address	Estimated Excavation Area (Sq Ft)
76	RP1193B	5244004020	Residential	C	1517 MCBRIDE AVE, COMMERCE, CA 90040	450
77	B0168	5241018002	Residential	C	4382 TUTTLE ST, LOS ANGELES, CA 90023	428
78	RP2819C	5241016018	Residential	C	4366 UNION PACIFIC AVE, LOS ANGELES, CA 90023	417
79	RP2457A	5241017006	Residential	C	4435 TRIGGS ST, LOS ANGELES, CA 90040	410
80	RP3008	5241025011	Residential	C	4401 LOVETT ST, LOS ANGELES, CA 90040	383
81	RP2948B	5241002008	Residential	C	1163 BONNIE BEACH PL, LOS ANGELES, CA 90023	221
82	RP1599	5241010016	Residential	C	1257 AUGUSTA AVE, LOS ANGELES, CA 90023	185
83	RP1610A	5242010027	Residential	C	1239 HICKS AVE, LOS ANGELES, CA 90023	104
84	B0010	5236003022	Residential	D	511 DOWNEY RD, LOS ANGELES, CA 90063	5420
85	RP2573	5239016018	Residential	D	706 HERBERT AVE, LOS ANGELES, CA 90023	4146
86	RP1914	5239015029	Residential	D	800 GAGE AVE, LOS ANGELES, CA 90023	3632
87	RP3081	5238016044	Residential	D	613 RECORD AVE, LOS ANGELES, CA 90023	3327
88	RP2539	5238003004	Residential	D	459 ROWAN AVE, LOS ANGELES, CA 90063	2811
89	RP2151A	5239001022	Residential	D	3849 PERCY ST, LOS ANGELES, CA 90023	2121
90	RP1108	5238002016	Residential	D	3640 5TH ST, LOS ANGELES, CA 90063	1839
91	RP0852	5238008027	Residential	D	3882 5TH ST, LOS ANGELES, CA 90063	1829
92	RP0857	5238010021	Residential	D	545 ROWAN AVE, LOS ANGELES, CA 90063	1807
93	RP1109	5238002020	Residential	D	3650 5TH ST, LOS ANGELES, CA 90063	1793
94	RP2366	5239001010	Residential	D	3720 HUBBARD ST, LOS ANGELES, CA 90023	1774
95	RP2763B	5238015007	Residential	D	660 EASTMAN AVE, LOS ANGELES, CA 90023	1709
96	RP2215A	5239008041	Residential	D	819 EASTMAN AVE, LOS ANGELES, CA 90023	1614
97	B0464	5238015051	Residential	D	4061 HUBBARD ST, LOS ANGELES, CA 90023	1335
98	RP1185	5238016047	Residential	D	625 RECORD AVE, LOS ANGELES, CA 90023	1299
99	B0238	5238006004	Residential	D	3929 LANGFORD ST, LOS ANGELES, CA 90063	1198
100	RP1908B	5239010009	Residential	D	817 GAGE AVE, LOS ANGELES, CA 90023	1107
101	B0257	5238006049	Residential	D	415 BONNIE BEACH PL, LOS ANGELES, CA 90063	948
102	RP2291B	5239008009	Residential	D	833 TOWNSEND AVE, LOS ANGELES, CA 90023	841
103	RP1995	5236002011	Residential	D	4021 EAGLE ST, LOS ANGELES, CA 90063	826
104	RP2537B	5238002025	Residential	D	3663 LANFRANCO ST, LOS ANGELES, CA 90063	813
105	B0032	5236005028	Residential	D	815 DOWNEY RD, LOS ANGELES, CA 90023	790
106	RP2566	5239015019	Residential	D	715 HERBERT AVE, LOS ANGELES, CA 90023	789
107	RP3006	5239010019	Residential	D	3962 HUBBARD ST, LOS ANGELES, CA 90023	723
108	B0613	5238003051	Residential	D	517 ROWAN AVE, LOS ANGELES, CA 90063	667
109	B0560	5238006038	Residential	D	3928 EAGLE ST, LOS ANGELES, CA 90063	532
110	RP2571C	5239016010	Residential	D	810 HERBERT AVE, LOS ANGELES, CA 90023	387
111	RP0844	5238007039	Residential	D	4037 6TH ST, LOS ANGELES, CA 90023	366
112	RP2897B	5239008008	Residential	D	820 DITMAN AVE, LOS ANGELES, CA 90023	276
113	B0603	5236004030	Residential	D	600 BONNIE BEACH PL, LOS ANGELES, CA 90023	209
114	B0126	5239009011	Residential	D	707 EASTMAN AVE, LOS ANGELES, CA 90023	71

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#	Property ID	APN	Facility Type	Outreach Zone	Address	Estimated Excavation Area (Sq Ft)
115	B0122	5239008031	Residential	D	4012 PERCY ST, LOS ANGELES, CA 90023	0
116	RP0938B	5239002059	Residential	D	806 HICKS AVE, LOS ANGELES, CA 90023	0
117	RP3017	5236004016	Residential	D	4159 HUBBARD ST, LOS ANGELES, CA 90023	0
118	RP1029	5239019026	Residential	E	1036 RECORD AVE, LOS ANGELES, CA 90023	5729
119	RP3130	5239007028	Residential	E	933 EASTMAN AVE, LOS ANGELES, CA 90023	4291
120	ENA-18	5239007024	Residential	E	923 EASTMAN AVE, EAST LOS ANGELES, CA 90023	3160
121	RP1028C	5239019025	Residential	E	1040 RECORD AVE, LOS ANGELES, CA 90023	2893
122	RP2515A	5239011017	Residential	E	1006 EASTMAN AVE, LOS ANGELES, CA 90023	2411
123	B0490	5236006022	Residential	E	924 BONNIE BEACH PL, LOS ANGELES, CA 90023	2174
124	RP2002	5239004015	Residential	E	1053 ALMA AVE, LOS ANGELES, CA 90023	2174
125	RP1360	5239013026	Residential	E	1057 HERBERT AVE, LOS ANGELES, CA 90023	1776
126	RP0957	5239005041	Residential	E	4041 DENNISON ST, LOS ANGELES, CA 90023	1566
127	RP1583	5239007007	Residential	E	929 ROWAN AVE, LOS ANGELES, CA 90023	1506
128	RP0563	5246002031	Residential	E	1039 FORD BLVD, LOS ANGELES, CA 90022	1458
129	RP1513A	5239019039	Residential	E	4236 DENNISON ST, LOS ANGELES, CA 90023	1375
130	RP3145	5239012015	Residential	E	1017 GAGE AVE, LOS ANGELES, CA 90023	1361
131	RP2416B	5236011027	Residential	E	1161 WILKINS AVE, LOS ANGELES, CA 90023	1291
132	B0593	5236011022	Residential	E	1143 WILKINS AVE, LOS ANGELES, CA 90023	1276
133	RP1531B	5246002014	Residential	E	1012 BURGER AVE, LOS ANGELES, CA 90022	1264
134	PIA-09735	5239004024	Residential	E	1009 ALMA AVE, LOS ANGELES, CA 90023	1204
135	RP2608C	5246017021	Residential	E	1312 KERN AVE, LOS ANGELES, CA 90022	1187
136	RP1027A	5239019023	Residential	E	1037 BONNIE BEACH PL, LOS ANGELES, CA 90023	1166
137	RP0684	5246015011	Residential	E	1242 MCDONNELL AVE, LOS ANGELES, CA 90022	1128
138	RP1835	5246018042	Residential	E	4721 UNION PACIFIC AVE, LOS ANGELES, CA 90022	1122
139	RP1561A	5246017022	Residential	E	1316 KERN AVE, LOS ANGELES, CA 90022	1094
140	RP1967B	5245021013	Residential	E	1348 FRASER AVE, LOS ANGELES, CA 90022	1074
141	RP1546	5246010018	Residential	E	1232 MCBRIDE AVE, LOS ANGELES, CA 90022	1048
142	RP2007	5239007055	Residential	E	4003 VERONA ST, LOS ANGELES, CA 90023	992
143	RP1572	5246023023	Residential	E	1276 KERN AVE, LOS ANGELES, CA 90022	982
144	B0604	5239005027	Residential	E	1006 TOWNSEND AVE, LOS ANGELES, CA 90023	852
145	RP1554B	5246012021	Residential	E	942 MCBRIDE AVE, LOS ANGELES, CA 90022	849
146	RP1824B	5246015006	Residential	E	1222 MCDONNELL AVE, LOS ANGELES, CA 90022	833
147	B0605	5239011021	Residential	E	931 GAGE AVE, LOS ANGELES, CA 90023	825
148	PIA-04858	5239004051	Residential	E	1062 HICKS AVE, LOS ANGELES, CA 90023	768
149	B0487	5239007057	Residential	E	915 ROWAN AVE, LOS ANGELES, CA 90023	663
150	RP2430	5236016022	Residential	E	959 BRANNICK AVE, LOS ANGELES, CA 90023	649
151	RP3168	5245021009	Residential	E	1334 FRASER AVE, LOS ANGELES, CA 90022	600

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#	Property ID	APN	Facility Type	Outreach Zone	Address	Estimated Excavation Area (Sq Ft)
152	RP1575A	5246023031	Residential	E	1245 FETTERLY AVE, LOS ANGELES, CA 90022	550
153	RP2845A	5246024004	Residential	E	1316 FETTERLY AVE, LOS ANGELES, CA 90022	495
154	B0521	5239004014	Residential	E	1057 ALMA AVE, LOS ANGELES, CA 90023	269
155	RP1670	5239007043	Residential	E	927 TOWNSEND AVE, LOS ANGELES, CA 90023	211
156	RP0581B	5246005026	Residential	E	934 FORD BLVD, LOS ANGELES, CA 90022	168
157	RP2272B	5246024010	Residential	E	1309 FERRIS AVE, LOS ANGELES, CA 90022	160
158	B0113	5239003005	Residential	E	3821 VERONA ST, LOS ANGELES, CA 90023	154
159	RP0323	5246014040	Residential	E	1139 ARIZONA AVE, LOS ANGELES, CA 90022	100
160	RP2211	5239005040	Residential	E	1068 TOWNSEND AVE, LOS ANGELES, CA 90023	0
161	D0813	6311008021	Residential	F	3750 58TH ST, MAYWOOD, CA 90270	5055
162	PIA-09323	6316005010	Residential	F	6045 KING AVE, MAYWOOD, CA 90270	2148
163	D0504	6313017012	Residential	F	5610 PINE AVE, MAYWOOD, CA 90270	2099
164	D0638	6313019011	Residential	F	4410 54TH ST, MAYWOOD, CA 90270	1804
165	D1060	6312017006	Residential	F	4025 57TH ST, MAYWOOD, CA 90270	1793
166	PIA-07217	6314004008	Residential	F	4623 52ND PL, MAYWOOD, CA 90270	1780
167	D1009	6311005021	Residential	F	3735 56TH ST, MAYWOOD, CA 90270	1673
168	D0808	6314005020	Residential	F	4615 53RD ST, MAYWOOD, CA 90270	1644
169	D1197	6314011018	Residential	F	4629 60TH ST, MAYWOOD, CA 90270	1610
170	D0663	6311027029	Residential	F	5309 MAYWOOD AVE, MAYWOOD, CA 90270	1411
171	D0582	6311011007	Residential	F	3635 57TH ST, MAYWOOD, CA 90270	1165
172	D1166	6313022001	Residential	F	4303 52ND ST, MAYWOOD, CA 90270	721
173	D0098	6313011023	Residential	F	4531 59TH PL, MAYWOOD, CA 90270	708
174	E05369	6311003004	Residential	F	3714 53RD ST, MAYWOOD, CA 90270	622
175	D0389	6313022006	Residential	F	4325 52ND ST, MAYWOOD, CA 90270	615
176	D1070	6314005021	Residential	F	4617 53RD ST, MAYWOOD, CA 90270	567
177	E05362	6311002014	Residential	F	3758 52ND ST, MAYWOOD, CA 90270	563
178	D1208	6316001011	Residential	F	6052 VINEVALE AVE, MAYWOOD, CA 90270	440
179	D0930	6314017001	Residential	F	4750 52ND PL, MAYWOOD, CA 90270	389
180	D0609	6316005034	Residential	F	6005 KING AVE, MAYWOOD, CA 90270	367
181	D0294	6313003011	Residential	F	4542 52ND DR, MAYWOOD, CA 90270	318
182	D1212	6316003013	Residential	F	4667 61ST ST, MAYWOOD, CA 90270	206
183	D0668	6311005037	Residential	F	5505 CARMELITA AVE, MAYWOOD, CA 90270	107
184	D0925	6313006007	Residential	F	4540 53RD ST, MAYWOOD, CA 90270	46
185	E05589	6311013030	Residential	F	5449 LOMA VISTA AVE, MAYWOOD, CA 90270	0
186	E0272	6318015022	Residential	G	3607 61ST ST, HUNTINGTON PARK, CA 90255	2300
187	E0972	6317015016	Residential	G	6114 PINE AVE, MAYWOOD, CA 90270	1917
188	RP3147	5244022900	Residential	G	4906 JARDINE ST, COMMERCE, CA 90040	1500
189	RP1339B	6318021030	Residential	G	6306 LOMA VISTA AVE, BELL, CA 90201	1479
190	RP0293	5244016020	Residential	G	5041 GAFFORD ST, COMMERCE, CA 90040	1400

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#	Property ID	APN	Facility Type	Outreach Zone	Address	Estimated Excavation Area (Sq Ft)
191	E0531	6318030012	Residential	G	6019 CORONA AVE, HUNTINGTON PARK, CA 90255	1200
192	E0643	6318024028	Residential	G	6326 BEAR AVE, BELL, CA 90201	1000
193	E0420	6318011023	Residential	G	5960 MAYWOOD AVE, HUNTINGTON PARK, CA 90255	1000
194	E0967	6310022022	Residential	G	2951 61ST ST, HUNTINGTON PARK, CA 90255	937
195	E0634	6318023050	Residential	G	6315 BEAR AVE, BELL, CA 90201	800
196	E0020	6317024900	Residential	G	6229 FLORA AVE, BELL, CA 90201	785
197	PIA-00916	5244022004	Residential	G	4922 JARDINE ST, COMMERCE, CA 90040	700
198	E1041	6317030023	Residential	G	4050 Randolph St Bell CA 90201	675
199	RP0298	5244017022	Residential	G	5025 HARBOR ST, COMMERCE, CA 90040	600
200	E0464	6318016006	Residential	G	3642 61ST ST, HUNTINGTON PARK, CA 90255	600
201	E1032	6317003006	Residential	G	4355 61ST ST, MAYWOOD, CA 90270	577
202	RP2470	5244011007	Residential	G	4963 ASTOR AVE, COMMERCE, CA 90040	550
203	E0874	6310021007	Residential	G	2953 RANDOLPH ST, HUNTINGTON PARK, CA 90255	531
204	PIA-00502	5244017020	Residential	G	5017 HARBOR ST, CITY OF COMMERCE, CA 90040	500
205	E0973	6319021014	Residential	G	6222 BISSELL ST, HUNTINGTON PARK, CA 90255	400
206	E0523	6318012018	Residential	G	3641 59TH PL, HUNTINGTON PARK, CA 90255	400
207	E0223	6317028013	Residential	G	6244 GIFFORD AVE, BELL, CA 90201	264
208	E0119	6317004016	Residential	G	4313 61ST ST, HUNTINGTON PARK, CA 90255	264
209	E0806	6317009003	Residential	G	4011 RANDOLPH ST, HUNTINGTON PARK, CA 90255	206
210	E0778	6317005023	Residential	G	4228 60TH ST, HUNTINGTON PARK, CA 90255	202
211	E0631	6317032012	Residential	G	6244 CORONA AVE, BELL, CA 90201	165
212	E0397	6317025009	Residential	G	6305 FLORA AVE, BELL, CA 90201	160
213	E0646	6317031027	Residential	G	6325 GIFFORD AVE, BELL, CA 90201	143
214	E0216	6317025016	Residential	G	6301 FLORA AVE, BELL, CA 90201	56
215	E0816	6318011013	Residential	G	3523 59TH PL, HUNTINGTON PARK, CA 90255	0

Two parcels [APN#: 5188023050 and 5188023049] are associated with one property [Property ID: PIA-03496]

NOTE:

ATTACHMENT 2 – SCAQMD RULE 1466

South Coast Air Quality Management District Rule 1466 Compliance Matrix	
Provision of Rule 1466	Required Actions for Compliance with Rule
Rule 1466 requires notifications prior to beginning all earth-moving activities and when ambient PM ₁₀ dust concentration limits are exceeded.	Submit all Rule 1466 notifications to Rule1466@aqmd.gov . SCAQMD is working on a web notification tool that will be available shortly.
(k)(4) Earth-moving activities consisting only of excavation activities of soil with applicable toxic air contaminant(s) of less than 500 cubic yards, directly loaded into a truck or bin for transport, shall be exempt from all requirements except: paragraphs (e)(2) through (e)(8), paragraph (e)(11), and subdivisions (f), (h), and (i). The owner or operator or designating agency may use an alternative to directly load into a truck or bin for transport that meets the objectives and effectiveness of directly loading soil, where the objective and effectiveness is stated in Appendix 2. Use of alternative measure must be submitted and approved by the Executive Officer as specified under subdivision (j).	<p>Requirements for approved alternative</p> <p>The cumulative volume of soil excavated at contiguous properties may not exceed 500 cubic yards.</p> <p>Soil removed will be stockpiled on top of plastic sheeting adjacent to excavation areas and transferred to a haul truck expeditiously. As the lead-impacted soil is excavated, it will be loaded directly into a haul truck or into one cubic yard Super Sack and then into a haul truck.</p> <p>Super Sacks will be only used to transfer soil from the yard(s) to haul trucks; they will be emptied into the haul truck. The height of the drop will be minimized to ensure that there is no visible dust during the process. A freeboard of 1 foot is maintained above the top of the soil in the Super Sacks. Since the soil is wet, the potential for the generation of fugitive dust will be minimized. Furthermore, the following additional Health and Safety measures must be implemented during the excavation activities to ensure no dust will be generated:</p> <ul style="list-style-type: none"> • Water will be sprayed on the soil to minimize fugitive dust. • Dust monitoring will be conducted daily to ensure that so that no dust will be generated. <p>Signage must be posted similar to Rule 403 and Rule 1466 requirements, which include posting the SCAQMD's complaint hotline. The signage may read:</p> <p style="text-align: center;">TO REPORT ANY DUST LEAVING THE SITE, PLEASE CALL [DTSC CONTACT] OR THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT AT 1-800-CUT SMOG.</p> <p>The sign will be placed at the front of the property</p>

	<p>that will display appropriate contact information and a toll-free hotline for additional information. From 8:00 a.m. to 5:00 p.m., the hotline will be answered by a bilingual representative who will collect caller information and forward the inquiry to the appropriate DTSC representative. During non-business hours, calls to the hotline will be directed to voicemail, which is checked daily during normal business hours. In the event of an emergency, residents, the hotline staff, or a contractor may call the Office of Emergency Services at (800) 852-7550.</p> <p>The Contractor must comply with SCAQMD Rule 403(d)(1)(A), which states:</p> <p style="padding-left: 40px;">No person shall cause or allow the emissions of fugitive dust from any active operation, open storage pile, or disturbed surface area such that the dust remains visible in the atmosphere beyond the property line of the emission source.</p>
<p>(e)(2) An owner or operator conducting earth-moving activities shall:</p> <p style="padding-left: 20px;">(A) Adequately wet to the depth of earth-moving activity and allow time for penetration; and</p> <p style="padding-left: 20px;">(B) Adequately wet at frequencies to prevent the generation of visible dust plumes.</p>	<p>The Contractor must fully comply with this provision.</p> <p>The Contractor will comply with all requirements of the TCRA Implementation Plan and the IRMW, including dust suppression measures and health and safety requirements, without limitation:</p> <ul style="list-style-type: none">• Spray of water• Spray of water amended with environmentally safe additives (e.g., Simple Green, Envirotech Vapor Suppression, or equivalent)• Application of chemical foams <p>To control the possible generation and migration of dust during the excavation and handling of waste, the Contractor will implement the following procedures:</p> <ul style="list-style-type: none">• Apply water directly to the active excavation prior to soil disturbance. Also apply water during the truck loading operations, as appropriate.• Promptly apply water to excavation, loading, or unloading operations upon any observance of dust.• Control dust during operation of trucks by not allowing waste to be dropped from heights above the top rail of the truck body.

	<ul style="list-style-type: none"> • For days on which wind speeds exceed 20 mph, cease work and immediately secure or cover excavation areas and soils in a manner that does not generate fugitive lead dust. • Regularly inspect all rear gate seals and locking mechanisms on waste transport vehicles in order to prevent spillage and dust production. • HEPA-vacuum the trucks before they leave the loading areas to prevent the deposition of waste. • Clean up all spilled soil waste within the loading area and work areas. Following each day's construction activities, the contractor uses HEPA- vacuum in all areas to remove any residual soils from non- excavation areas. • To prevent leaking, use polyethylene sheeting to line all transport vehicles used for offsite transport of waste. Place sufficient sheeting material in the transport vehicle to allow the contractor to cover and wrap the waste within the vehicle. The contractor installs secured, strapped-down covers to prevent fugitive lead dust during transport to the disposal facility. To ensure compliance with the project performance standards, air monitoring is conducted. <p>Additives must meet applicable specifications, criteria, or tests required by any federal, state, or local agency or any applicable law, rule, or regulation and are used in sufficient concentration and application frequency to maintain a stabilized surface and no less than what is specified by the manufacturer.</p> <p>The Contractor must cease earth-moving activities if the wind speed is greater than 15 miles per hour (mph) averaged over a 15-minute period or instantaneous wind speeds exceed 25 mph.</p> <p>The Contractor must include these requirements in the required Health and Safety Plan and must implement them during the field operation.</p>
<p>(e)(3) An owner or operator that is moving vehicles on, within, or off a site where earthmoving activities are occurring shall:</p> <p>(A) Post signs at all entrances of the site to designate the speed limit as 15 miles per hour;</p>	<p>The Contractor must fully comply with this provision.</p> <p>During construction activities, the sign displaying e toll-free hotline information will be placed at the front of the property and will be visible from the street nearest the excavation activities.</p>

- (B) Stabilize the surface of all vehicular traffic and parking areas by applying gravel, paving, or dust suppressant;
- (C) Not allow track-out to extend beyond 25 feet of the property line. Remove any track-out each day using a vacuum equipped with a filter(s) rated by the manufacturer to achieve a 99.97% capture efficiency for 0.3 micron particles;
- (D) Clean the soil from the exterior of trucks, trailers, and tires prior to the truck leaving the site; and
- (E) The owner or operator shall utilize at least one of the measures listed in clause (e)(3)(E)(i) through (e)(3)(E)(iv) at each vehicle egress from the site to a paved public road:
 - (i) Install a pad consisting of washed gravel (minimum-size: one inch), maintained in a clean condition, to a depth of at least six inches and extending at least 30 feet wide and at least 50 feet long;
 - (ii) Pave the surface extending at least 100 feet from the property line and at least 20 feet wide;
 - (iii) Utilize a wheel shaker/wheel spreading device consisting of raised dividers (rails, pipes, or grates) at least 24 feet long and 10 feet wide; or
 - (iv) Install and utilize a wheel washing system to remove soil from tires and vehicle undercarriages.

Speed limits must be established and implemented by signs and flagmen, as necessary, to minimize dust generation and maintain a safe environment for workers and local residents, including children.

During loading, all necessary precautions must be taken to prevent track-out from trucks or roll-off bins. The vehicles must undergo dry decontamination (e.g., shovels to remove any fallen soil and brushes to loosen caked-on soil, followed by HEPA vacuuming), as necessary. Following the transport vehicle's departure, residual soils must be removed from the decontamination area using the techniques described in the row above. In addition, all loading operations must be conducted atop plastic sheeting to avoid the potential spread of impacted waste.

After loading and decontamination, the trucks must proceed directly to the disposal facility. All necessary precautions must be taken to prevent track-out from trucks or roll-off bins. The vehicles must undergo dry decontamination (e.g., shovels to remove any fallen soil and brushes to loosen caked-on soil, followed by HEPA vacuuming), as necessary.

If necessary, the tires of soil transport trucks must be washed prior to the truck leaving the vicinity in order to prevent tracking of soil that would increase in fugitive dust levels outside the site perimeters.

A decontamination station must be established on site to prevent any contamination from migrating offsite.

Before excavated waste is loaded into trucks, plastic sheeting must be placed on the ground or asphalt so that spilled waste cannot contact the ground surface.

Trucks must be rolled back and forth to allow area property owners access to driveways/streets. In these cases, the plastic will be rolled back to the sidewalk so that the truck tires do not roll over spilled soil and deposit it into the gutter/street. When loading is complete, debris will be placed in the appropriate container for proper disposal, and the plastic sheeting will be folded and disposed daily.

All equipment wheels/tires must be cleaned over

	<p>plastic sheeting by means of shovels and stiff-bristled brooms or brushes until they are fully cleaned.</p> <p>When cleaning is complete, debris must be placed in the appropriate container for proper disposal, and the plastic sheeting are folded and disposed.</p> <p>A HEPA-certified vacuum must be used on hardscape areas where residual impacts may be present following the removal actions. A HEPA vacuum must be used on any spilt soils as necessary.</p> <p>Immediately after completion of the work and prior to exiting the property, excavation equipment must be decontaminated by wet wash or by a HEPA vacuum equipped with a filter rated by the manufacturer to achieve 99.97 percent capture efficiency for 0.3- micron particles.</p> <p>The Contractor must take preventative measures to minimize the need for decontamination of trucks.</p>
<p>(e)(4) An owner or operator conducting earth-moving activities that result in the development of stockpiles of any soil with applicable toxic air contaminants shall:</p> <ul style="list-style-type: none"> (A) Segregate non-contaminated stockpiles from stockpiles with applicable toxic air contaminants and label with “SCAQMD Rule 1466 – Control of Particulate Emissions from Soils with Toxic Air Contaminants Applicable Soil”; (B) Maintain stockpiles to avoid steep sides or faces that exceed the angle of repose; (C) Not create a stockpile that is more than 400 cubic yards of soil and greater in height than the perimeter fencing and windscreen; (D) Apply dust suppressant to stockpiles; (E) At the end of each working day, either chemically stabilize and/or completely cover with 10-millimeter-thick plastic sheeting that overlaps a minimum of 24 inches. The plastic sheeting shall be anchored and secured so that no portion 	<p>The Contractor must fully comply with this provision.</p> <p>The Contractor must include in the required Health and Safety Plan that the required plastic sheeting will be 10-millimeter-thick and overlaps a minimum of 24 inches. The plastic sheeting must be anchored and will be secured so that no portion of the soil will be exposed to the atmosphere.</p> <p>The Contractor must include in the required Health and Safety Plan that inspection will occur daily and repairs will occur immediately.</p> <p>The Contractor must implement these requirements during field operation.</p> <p>Note: Rule 1466 (e)(4)(A)-(C) is applicable if there are stockpiles created.</p> <p>Almost all of the soil that will be removed will be contaminated with lead. Therefore, no segregation will be necessary.</p> <p>No stockpiles, as defined in Rule 1466(c)(17), will be maintained at the properties.</p> <p>The Contractor will apply dust suppressants to the</p>

<p>of the soil is exposed to the atmosphere; and</p> <p>(F) Daily, inspect stabilized or covered stockpiles. For a stabilized stockpile, such inspections shall include a demonstration of stabilization by one or more of the applicable test methods contained in SCAQMD Rule 403 Fugitive Dust Implementation Handbook. For a covered stockpile, such inspections shall include a visual inspection of all seams and plastic cover surfaces. Immediately re-stabilize or repair any holes, tears, or any other potential sources of fugitive toxic air contaminant emissions.</p>	<p>excavated soil. (See Dust Suppression Techniques referenced in response to section (e)(2) above.)</p> <p>At the end of each working day, all soil must be secured in Super Sacks, and must be completely covered with plastic sheeting. If Super Sacks are not loaded into a truck that day, they must be secured with the construction fence around them and must be loaded the following day.</p> <p>The Contractor Contract Manager must inspect covered Super Sacks.</p>
<p>(e)(5) An owner or operator conducting truck loading activities of soil containing applicable toxic air contaminant(s) shall:</p> <p>(A) Apply dust suppressant to material prior to loading;</p> <p>(B) Empty the loader bucket slowly so that no dust plumes are generated;</p> <p>(C) Minimize the drop height from the loader bucket;</p> <p>(D) Maintain at least six inches of space between the soil and the top of the truck bed while transporting within a site; and</p> <p>(E) Completely tarp the truck and trailer prior to leaving the site.</p>	<p>The Contractor must fully comply with this provision.</p> <p>The Contractor will not conduct truck unloading activities of soil containing toxic air contaminants. The Contractor will not transport soil by truck within a site.</p> <p>Dust suppressant must be applied to material prior to loading, any loader bucket utilized must be emptied slowly so that no dust plumes will be generated, drop height from the loader bucket must be minimized, and the truck and trailer must be completely tarped prior to leaving the site. (See Dust Suppression Techniques referenced in response to section (e)(2) above.)</p>
<p>(e)(6) An owner or operator conducting truck unloading activities of soil containing applicable toxic air contaminants shall:</p> <p>(A) Apply dust suppressant to material prior to unloading; and</p> <p>(B) Empty the trailer slowly so that no dust plumes are generated.</p>	<p>The Contractor must fully comply with this provision.</p> <p>The Contractor will not conduct truck unloading activities of soil containing toxic air contaminants.</p>
<p>(e)(7) The owner or operator shall immediately remove any spilled soil containing applicable toxic air contaminant(s).</p>	<p>The Contractor must fully comply with this provision.</p> <p>The Contractor must remove any spilled soil containing applicable toxic air contaminants. (See discussion at section (e)(3) above.)</p>
<p>(e)(8) The owner or operator shall cease earth-</p>	<p>The Contractor must fully comply with this</p>

<p>moving activities if the wind speed is greater than 15 miles per hour (mph) averaged over a 15-minute period or instantaneous wind speeds exceed 25 mph.</p>	<p>provision.</p> <p>The Contractor must stop all earth-moving activities if the wind speed is greater than 15 miles per hour (mph) averaged over a 15-minute period or instantaneous wind speeds exceed 25 mph. The Contractor must stop all work if the wind speed reaches 20 mph.</p> <p>The Contractor must include these requirements in the required Health and Safety Plan and must implement them during the field operation.</p>
<p>(e)(11) An owner or operator that is conducting earth-moving activities of soil with applicable toxic air contaminant(s) at a school, early education center, joint use agreement property, or adjacent athletic area shall:</p> <ul style="list-style-type: none"> (A) Only conduct earth-moving activities at a school or early education center outside of the hours between 7:30 a.m. and 4:30 p.m. on days when the school or early education center is in session; (B) Not conduct earth-moving activities at a school, early education center, joint use agreement property, or adjacent athletic area if there is a school or early education center sponsored activity or youth organized sports at that site; (C) Handle excavated soils with applicable toxic air contaminants by: <ul style="list-style-type: none"> (i) Immediately placing soil in a leak-tight container whereby any contained solids or liquids are prevented from escaping or spilling out; (ii) Directly loading soil in trucks, applying dust suppressant, and covering prior to transporting; or (iii) Stockpiling pursuant to paragraph (e)(4), in a fenced area that is not accessible to the general public, and locked when not in use; and (D) Within five (5) days of its excavation, remove all soil with applicable toxic air contaminants from the site. 	<p>The Contractor must fully comply with this provision.</p> <p>All soil that is excavated must be loaded directly into Super Sacks or haul trucks and removed from the site during the excavation day or, on occasion, the following day (maximum 1 day).</p> <p>Super Sacks will not be sealed and they will not be used for transporting soil. Super Sacks will only be used to transfer soil from the yard(s) and will be emptied into the truck. The height of the drop must be minimized to ensure that there is no visible dust during the process. When not in use, Super Sacks must be secured and must be surrounded by construction fence.</p> <p>The Contractor must include securing Super Sacks using temporary post-driven fencing as requirements in the required Health and Safety Plan.</p>
<p>(f)(1) At least 72 hours and no more than 30 days prior to conducting any earth-moving</p>	<p>The Contractor must fully comply with this provision.</p>

activities on any site meeting the applicability requirements of subdivision (b), the owner or operator shall electronically notify the Executive Officer, using a format approved by the Executive Officer, of the intent to conduct any earth-moving activities. Notifications shall include the following requirements:

- (A) Name, address, telephone number, and e-mail address of the owner or operator;
- (B) Name, telephone number, and e-mail address of the on-site dust control supervisor;
- (C) Project name and, if applicable, the project identification number from the designating agency;
- (D) Project location (address and/or coordinates);
- (E) Identify whether the site is a school, early education center, joint use agreement property, or adjacent athletic area;
- (F) A map indicating the specific location(s) of each earth-moving activity and the concentrations of the applicable toxic air contaminant(s) and location of PM10 monitors;
- (G) A description of the earth-moving activities, estimated volume of soil with applicable toxic air contaminant(s), and a schedule that includes the anticipated start and completion dates of earth-moving activities;
- (H) Current and/or previous type of operation(s) and use(s) at the site; and
- (I) Applicable Exemption (s)
- (J) Whether the notice is a revised notification.

(2) Notifications Updates

Notification pursuant to paragraph (f)(1) shall be updated when any of the following conditions arise:

(A) Earlier Start Date

A change in the start date of any earth-moving activity to an earlier date shall be

SCAQMD is in the process of developing their online Rule 1466 notification form. The Contractor will comply with SCAQMD's instruction to submit Notification via email to Rule1466@aqmd.gov.

<p>reported to the SCAQMD no later than 72 hours before any earth-moving activities begin.</p> <p>(B) Later Start Date</p> <p>A delay in the start date of any earth-moving activity shall be reported to the SCAQMD as soon as the information becomes available, but no later than the original start date</p> <p>(C) Change in Exemption Status</p> <p>Any change(s) in exemption status pursuant to subdivision (k) shall be reported to the SCAQMD as soon as the information becomes available, but no later than 48 hours after the information becomes available.</p> <p>(3) Within 72 hours of an exceedance of the PM10 emission limit specified in subdivision (d), the owner or operator of a site meeting the applicability requirements of subdivision (b) shall electronically notify the Executive Officer, using a format approved by the Executive Officer, of the exceedance and shall include the following information:</p> <ul style="list-style-type: none"> (A) Name, address, telephone number, and e-mail address of the owner/operator; (B) Name, telephone number, and e-mail address of the on-site dust control supervisor; (C) Project name and, if applicable, the project identification number from the designating agency; (D) Project Location (address and/or coordinates); (E) PM10 monitoring results, including result, date and time of exceedance(s), 12 hours before first exceedance, and 12 hours after last exceedance; (F) Earth-moving activities occurring at the date and time of exceedance(s); and (G) Dust control measure(s) taken to mitigate fugitive dust. 	
<p>(h) The owner or operator shall maintain records for a period of not less than three years and shall</p>	<p>The Contractor must fully comply with this provision.</p>

<p>make such records available to the Executive Officer upon request. At a minimum, records shall be maintained daily and shall include:</p> <ul style="list-style-type: none">(1) Inspection of all covered stockpiles containing soils with applicable toxic air contaminants;(2) Results of wind and PM10 monitoring, including instrument make and model; settings; configuration; and calibration, correction, and correlation factors, maintenance, operator training, and daily instrument performance check records for all monitoring instruments;(3) Earth-moving activities conducted and the corresponding volume of soil with applicable toxic air contaminant;(4) Names and business addresses of the transporting and receiving facilities, and a copy of the shipping manifest; and(5) Complaints called in, including the name of complainant and contact information, date and time, earth- moving activities occurring at the date and time, complaint, and action taken to mitigate the source of the complaint.	<p>The Contractor must conduct visual inspection of all covered Super Sacks.</p> <p>The Contractor and DTSC must retain records for a minimum of three years.</p>
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EXHIBIT C – Budget Detail and Payment Provisions

1. Invoicing and Payment.

The Contractor will be paid following satisfactory completion of work, subject to the conditions set forth in the Contract, Invoices shall be in the form required by DTSC, and shall include documentation as required by the DTSC Contract Manager, as set forth in this Exhibit. The Contractor shall bill DTSC in arrears monthly for actual expenditures incurred in accordance with rates specified and by this reference made part hereof.

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 an amended Contract to Contractor to reflect the reduced amount.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purpose of this program, DTSC shall immediately inform the Contractor and the Contractor shall immediately stop all work required under this Contract effective the day the change in funding becomes effective. DTSC will be responsible for paying the Contractor for all Work Performed up to the time the Contractor is notified of the change in funding.

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, and Section 927.3. Time specified for prompt payment in Government Code, Chapter 4.5, and Section 927.4 commences upon submittal of a completed/undisputed invoice.

4. Compensation

For services satisfactorily rendered, as evidenced by completed and DTSC-approved Letters of Completion, and upon receipt and approval of the invoices, in writing, DTSC agrees to compensate the Contractor for actual expenditures incurred in accordance with the authorized Work Orders issued by the DTSC Contract Manager.

The Contractor shall invoice DTSC for 50 percent (50%) of the total dollar amount listed in the Work Order upon written approval of said work as specified in Exhibit E with an

Interim Invoice as described below. The Contractor shall invoice DTSC for remaining 50 percent (50%) due under a Work Order with a Final Invoice as described below. DTSC does not agree to compensate the Contractor for the following:

- Standby Time (definition provided in Exhibit F);
- 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 subcontracts needed to conduct specified work.

Cumulative Work Order costs, inclusive of Work Order Amendments and Field Order modifications, shall not exceed the total amount authorized by the Contract, unless or until a formal amendment to the Contract is approved authorizing sufficient, additional funding for such costs.

A. Contract Rate Payments

The Contractor shall be paid for ordered work at the Contract Rates. All rates listed in Table 1 to this Exhibit are valid for the life of the contract and shall not be changed. All Labor and Equipment Rates listed in Table 1 are “fully loaded” without an additional G&A Percentage. Charges for labor, equipment, or materials not covered by Table 1 shall not be paid unless if prior written approval for the charges 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 Contract Rate exists in Table 1, the DTSC Contract Manager and the Contractor will negotiate a fully loaded payment rate for such service. The negotiated payment 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. (See website: <http://www.dot.ca.gov/hq/construc>.) No other costs already allocated to the Contract Rates in Table 1 or specifically excluded by this Contract (see, e.g., Exhibit F – Excluded Costs) shall be allowed.

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

If an item or a service is required for which no Contract Rate exists in Table 1, and upon approval in writing of the DTSC 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 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 no greater than seven and a half percent (7.5%). No other costs already allocated to the Contract Rates in Table 1 or specifically excluded by this Contract (see, e.g., Exhibit F

– Excluded Costs) 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 shall 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 based on the Contract Rate fee, no greater than seven percent (7%) 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 five percent (5%) 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.

DTSC must notify the Contractor of any change in any property Landscape Plan and/or Landscape Material at least five (5) business days prior to scheduled field activities. Failure to notify the Contractor within five business days shall entitle the Contractor to charge a fee of \$150 plus landscape material restocking fees (which shall not exceed \$150 plus ten percent (10%) of the cost of the purchased landscape material). Plants and Sod are not returnable and therefore DTSC will be responsible for paying for those landscape materials pursuant to the terms of this Contract.

Notwithstanding the foregoing, nothing in this Section imposes any obligation on DTSC to reimburse the Contractor for any charges until the Contractor has complied with all conditions precedent to payment provided in the Contract, including invoicing and documentation requirements for those charges.

D. Method of Payment

Payments to the Contractor shall be made in compliance with the provisions of Contract, including this Exhibit, the Scope of Work, and any Work Orders and Field Orders.

E. Interim Invoices

Separate Interim Invoices shall be submitted for each Work Order issued under the contract. Each Interim Invoice shall clearly specify that it is an Interim Invoice, reference the Contract Number, Project Number, Work Order Number, period of performance for the services covered in the invoice, and the written Approval of Work received from DTSC. Interim 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) to:

Department of Toxic Substances Control
Attn: Chief, Contracts and Business Management
21st Floor, MS 21-B
P.O. Box 806
Sacramento, California 95812-0806

F. Final Invoices

Separate Final Invoices shall be submitted for each Work Order issued under the contract. Each invoice shall clearly specify that it is a Final Invoice, reference the Contract Number, Project Number, Work Order Number, period of performance for the services covered in the invoice, and all information and documentation identified in this Section. 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) to:

Department of Toxic Substances Control
Attn: Chief, Contracts and Business Management
21st Floor, MS 21-B
P.O. Box 806
Sacramento, California 95812-0806

Each Final Invoice must include the following supporting documentation:

1. Submittal of required DTSC-approved Letters of Completion as described in Exhibit B, Section A, Task 4 of this Contract for each property for which charges are included in the invoice).
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 Table 1 to this Exhibit.
3. A separate itemized listing of those employees and hours authorized for overtime and premium rates.
4. Timesheets signed by the appropriate supervisor of payrolls, as requested by the DTSC Contract Manager.
5. Copies of manifests signed by the Disposal Facility and including a breakdown of what wastes are included in each disposal incident, as requested by the DTSC Contract Manager.
6. Separate travel expense claims for each employee authorized to travel when billing for travel and per diem (meals and lodging).

7. Copies of the invoices, sales receipts, disposal receipts, payroll records, etc., showing actual costs and if requested, evidence of payment, for non-Contract Rate items.
8. Documentation supporting the rate approved by the DTSC Contract Manager, in writing, for negotiated, non-Contract Rate items for services provided directly by the Contractor.
9. The name and telephone number of the person who should be contacted regarding questions on the invoice.

G. Retention

Upon submittal and receipt of a Final Invoice, DTSC shall retain from its payment to Contractor five percent (5%) of the of the total dollar amount listed in the applicable Work Order(s) to cover outstanding liabilities, and the like.

Upon completion of work on all the properties listed in Attachment 1 to Section A of Exhibit B, the Contractor shall request, in writing, a final inspection to be conducted by DTSC. The DTSC Project Manager shall conduct a final inspection within 14 days of a written request from the Contractor for final inspection. Upon acceptance of the work by DTSC, the retention held by DTSC will be released to the Contractor.

If DTSC determines that the work is not complete, the Contractor will be notified in writing of the deficiencies. After correcting all deficiencies, the Contractor shall again request, in writing, a final inspection by DTSC.

The Contractor is required to pay subcontractors from which retention has been withheld within 7 days from the receipt of the retention funds.

H. 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,¹ Monday through Friday.

¹ *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, premium, or holiday time must be pre-approved by the DTSC Contract Manager, in writing.

Overtime: Time worked by an employee in excess of eight hours per work day on Monday through Friday, excluding holidays, all time worked on a Saturday, and all time worked by a single employee in excess of 40 hours in one week.

Premium Time: All work performed on a Sunday or Holiday.

Holidays: Holidays shall mean: 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 Contract Rate.

I. Travel

All travel and per diem, for which the Contractor will seek reimbursement from DTSC, must be pre-approved by the DTSC Contract Manager, in writing, and a travel line item must be included in the budget/cost estimate of the Contract and Work Order. 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 Personnel Administration for non-represented State employees and shall not be entitled to any G&A Percentage. (See <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>).

DTSC may authorize travel when the 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 Contractor's Regional Office to the authorized destination. Travel and per diem (lodging and meals) will be payable as a direct cost with no G&A Percentage allowed.

J. Prevailing Wage

On classifications where prevailing wage laws apply, the DTSC Contract Manager may request information indicating compliance with prevailing wage laws, including certified payrolls. Please see Section 9 of Exhibit A of this Contract for additional detail.

K. Withholding to Enforce Labor Commissioner Determinations

DTSC will withhold from payment of invoice any amounts due as required by California Labor Code section 1727, notwithstanding any other provisions of this Contract.

EXIDE RESIDENTIAL CLEANUP – NEC GROUP 215 PROPERTIES CONTRACT BUDGET

Fixed Rates Per Property	Rate	Unit	Qty	Total/ Property	Properties	Total
Fixed Rate Project Management including Estimating, Scheduling, Work Preparation, Data Management, AQMD Notification, Invoicing Support, etc.	\$1,613.00	Property	1	\$1,613.00	215	\$346,795.00
Fixed Rate Confirmation Sampling/Waste Disposal Sampling including Collecting, Labeling, Preparing and Laboratory Courier	\$1,245.00	Property	1	\$1,245.00	215	\$267,675.00
Fixed Rate Field Management including Waste Profiling, Manifesting, H&S, Scheduling Trucks, Logistical Support, Permit Applications, PLA Compliance & Negotiating, Targeted Hiring Compliance, Worker's Training and Medical Monitoring, Sensitivity Training etc.	\$3,387.00	Property	1	\$3,387.00	215	\$728,205.00
Fixed Rate Air & Dust Monitoring	\$700.00	Property	1	\$700.00	215	\$150,500.00
Fixed Rate Mobilization including Sanitation, Permit Fees, Utility Location, BMPs, Consumables, Bin Rental, Fuel, Tape, Visqueen, Super Sacks, etc.	\$2,860.00	Property	1	\$2,860.00	215	\$614,900.00
Fixed Rate Vehicles and Equipment. All needed Equipment including Excavators, Loaders, Backhoes, Scales, Trucks, Trailers, HEPA Vacuum, Portable Fans, Portable AC, etc.	\$2,795.00	Property	1	\$2,795.00	215	\$600,925.00
Fixed Rate Closing Letter	\$500.00	Property	1	\$500.00	215	\$107,500.00
TOTAL FIXED RATE COST				\$13,100.00		\$2,816,500.00
Unit Rates NTE Average	Rate	Unit	Qty	Total/ Property	Properties	Total
Technician Field Supervision	\$65.00	Hour	60	\$3,900.00	215	\$838,500.00
Operator (Trade)	\$110.19	Hour	80	\$8,815.20	215	\$1,895,268.00
Laborer (Trade)	\$106.86	Hour	120	\$12,823.20	215	\$2,756,988.00
Transportation Non-RCRA YUMA	\$2,021.00	Each	0.7	\$1,414.70	215	\$304,160.50
Transportation Unrestricted Local	\$865.38	Each	1.3	\$1,124.99	215	\$241,873.71
Disposal Non-RCRA YUMA	\$48.38	Ton	12	\$580.56	215	\$124,820.40
Disposal Unrestricted Local	\$41.93	Ton	26	\$1,090.18	215	\$234,388.70
Backfill - Structural (Rounded Up)	\$35.47	Ton	15	\$532.05	215	\$114,390.75
Backfill - Top Soil (Rounded Up)	\$35.48	Cubic Yard	15	\$532.20	215	\$114,423.00
Restoration Materials Sod/Plants (Rounded Up)	\$5.47	Square Feet	200	\$1,094.00	215	\$235,210.00
Restoration Materials Decomposed Granite (Rounded Up)	\$62.35	Cubic Yard	5	\$311.75	215	\$67,026.25
Restoration Materials Wood Chips/Mulch (Rounded Up)	\$7.53	Cubic Feet	12	\$90.36	215	\$19,427.40
Laboratory Analysis	\$450.00	Property	1	\$450.00	215	\$96,750.00
Owner Square Footage & Water Compensation	\$2,700.00	Property	1	\$2,700.00	215	\$580,500.00
TOTAL NTE AVERAGE COST				\$35,459.19	215	\$7,623,726.71
TOTAL PROJECT COST				\$48,559.19	215	\$10,440,226.71

* Cost is Based on an Average of 5 Days of Remediation and Restoration with 2 Truck Loads of Waste Soil with an Average of 38 Tons Per Property. DTSC and NEC Staff will reevaluate the assumed averages upon completing the first 50 Homes to determine if a per Property cost adjustment is needed. Funds are exchangeable between Unit Rates and Property.

Fixed Rate Costs are charged on every property regardless of time or excavation volume
Basis of Rates and Markup table is included below

Personal/ODC Markup Rates	UNIT	Rate
Project Manager	Hour	\$130.00
Project Engineer/Geologist PE	Hour	\$135.00
Unregistered Engineer/Geologist/Scientist	Hour	\$80.00
Clerk Technician	Hour	\$40.00
CIH	Hour	\$90.00
Drafter	Hour	\$40.00
Technician Field Supervision	Hour	\$65.00
Forman	Hour	\$71.50
Operator (Trade)	Hour	\$110.19
Laborer (Trade)	Hour	\$106.86
ODC Markup	ADD	7.50%

EXHIBIT D - GENERAL TERMS AND CONDITIONS (GTC 610 (04/2017))

APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code § 8546.7, Pub. Contract Code § 10115 et seq., Cal. Code Regs., title 2, § 1896).

INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code section 12209. With respect to printer or duplication cartridges that comply with the requirements of section 12156, subdivision (e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (Cal. Code of Regs., title 2, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, subdivisions (a-f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

TIMELINESS: Time is of the essence in this Agreement.

COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code section 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with

earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code section 10353.

SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5, subd. (d); Govt. Code § 14841.)

LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (Pub. Contract Code § 10344, subd. (e).)

EXHIBIT E – 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 the 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. If DTSC paid any amount of such commission, percentage, brokerage, or contingent fee, DTSC shall have the right to recover from the Contractor any such amount paid.

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 4100. Subcontractor substitutions also shall be in accordance with the above and shall require the approval in writing of the Contract Manager. Violations of this Act by the Contractor may subject the Contractor to penalties and disciplinary action.

Approval of Work

This Contract requires that all work performed shall be inspected, reviewed, and approved by the DTSC Contract Manager, in writing, as a condition precedent to DTSC's payment obligations under the Contract. The DTSC 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. Prior to approval, the DTSC 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. DTSC's approval of the work shall not be unreasonably withheld. If any work performed is deemed not acceptable, the DTSC Contract Manager or designee shall advise the Contractor in writing what areas are not acceptable and provide a reasonable opportunity for the Contractor to correct the work at the Contractor's sole cost and expense. 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.

DTSC's payment obligations are expressly conditioned upon the Contractor's conformance to the requirements of the Scope of Work set forth in Exhibit B of the Contract.

Cancellation and Termination

DTSC may cancel or terminate this Contract without cause upon giving 30-day written notice to the Contractor, in accordance with the Termination for Convenience provision in this Exhibit to this Contract. DTSC may terminate this Contract and be relieved of any payments

should the Contractor fail to perform the requirements of this Contract at the time and in the manner provided in the Contract, in accordance with the Termination for Cause provision in Exhibit D to this Contract. DTSC shall not be liable for any loss or damages sustained by the Contractor as a result of the cancellation or termination of this Contract.

Confidentiality

All data and information related to DTSC operations and any personally identifiable information of private parties, which the Contractor learns or obtains in the course and scope of performing under this Contract, and 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, its employees, and its subcontractors are hereby considered agents of DTSC for the sole purpose of safeguarding and protecting confidential data related to DTSC's operations and personally identifiable information of private parties, 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 Contractor shall disclose any financial, business, or other relationship that may have an impact upon the outcome of this Contract within 10 calendar days of learning of such a relationship. The Contractor shall also comply with Public Contract Code sections 10410 and 10411.

Contract Communication

Any communication required under this Contract shall be in writing. Any verbal communication between the Contractor and DTSC relating to the Contractor's or DTSC's obligations under the Contract must be confirmed in writing. Notice to either party may be given by certified mail to each respective party's Contract Manager at the address designated in paragraph 2 of Exhibit A to the Contract. 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's Contract Manager at the address designated in paragraph 2 of Exhibit A to the Contract. Such notice shall be deemed effective when delivered unless a weekend or legal holiday for California State offices commences during the 24-hour period; in this case, notice shall be postponed 24 hours for each such intervening weekend day or legal

holiday. All notices from the Contractor to DTSC shall be directed to the DTSC Contract Manager.

Contract Limits

Other than as specified herein, no document or communication between any officers, agents, employees, or other representatives of the parties to this Contract, shall be deemed a part of, modification of, or addition to this Contract.

Contract Rates

Contract rates to be paid to the Contractor shall not exceed the rates listed in Table 1 of Exhibit C to the Contract. Such rates shall be in effect for the Contract term. When applicable, 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-Contract Rate items of expenditure, DTSC agrees to reimburse the Contractor for any actual costs plus a G&A Percentage at a rate no greater than seven percent (7%) as set forth in paragraph 4.C. of Exhibit C to this Contract. DTSC and the 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 the Contractor to subcontractors or employees.

Contractor Resource Levels, Standards

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

The Contractor shall provide a list of all personnel, not just key personnel, performing Contract-related work in its first weekly report of each month. Any changes in the personnel shall be noted in underline and strikethrough.

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 the 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. If, at any time, the Contractor enters into a subcontract with another party in order to perform any work required under this Contract, the Contractor shall require that subcontract to include language granting DTSC the copyright for any data created, provided, developed, or produced under that subcontract 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 in writing of the DTSC Contract Manager or his/her designee, "Department of Toxic Substances Control" may be abbreviated as "DTSC."

Dispute

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

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

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

The decision of the DTSC 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 the DTSC Contract Manager's decision with supporting rationale.

The decision of the DTSC Contract Manager shall be final and conclusive unless within thirty (30) calendar days from the date of receipt of the DTSC Contract Manager's decision, the Contractor files a notice of appeal addressed to the Director, Department of Toxic Substances Control, Department of Toxic Substances Control, 1001 I Street, PO Box 806, Sacramento, California 95812-0806 with a copy to the DTSC Contract Manager.

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, the Contractor shall diligently continue with all responsibilities under this Contract.

DVBE Verification

The 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 the 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

The Contractor and subcontractors shall each be solely responsible for the health and safety protection of their respective 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, the 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 the Contractor submits to DTSC a copy of this Contract signed by the Contractor, the Contractor shall simultaneously furnish to 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, the 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 or insurance are subject to the approval

of the Department of General Services, and the 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, immediately terminate this Contract upon occurrence of such event.

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

Automobile Liability

The Contractor, and any of its subcontractors engaged to perform work pursuant to this Contract, shall each 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. As the scope of the Contract involves transportation of hazardous materials, an MCS-90 endorsement is required.

Commercial General Liability

The Contractor, and any of its subcontractors engaged to perform work pursuant to this Contract, shall each maintain Commercial General 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 SOW, provided such claims arise during the period commencing upon the preparation of the Project work documents and ending four (4) years following substantial completion.

Pollution Liability

The Contractor, and any of its subcontractors engaged to perform work pursuant to this Contract, shall each maintain Pollution Liability insurance 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 DTSC and the 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

The Contractor, and any of its subcontractors engaged to perform work pursuant to this Contract, shall each maintain Professional Liability insurance 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

The Contractor certifies and is aware of the provisions of section 3700 of the California 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, and to require any of its subcontractors engaged to perform work pursuant to this Contract to comply with such provisions before commencing the performance of the work.

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 and Registrations

The Contractor, and any of its subcontractors engaged to perform work pursuant to this Contract, shall each be an individual or firm licensed to do business in California and shall obtain at his/her/its expense all license(s) required by law for accomplishing any work required in connection with this Contract (e.g., General Class A, General Engineering Contractor's license with a Hazardous Substance Removal Certification (HAZ) issued by the State of California).

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

Prior to commencing work, the Contractor and all subcontractors shall be registered with DIR pursuant to California Labor Code section 1725.5; and may not be currently debarred from performing work on public works pursuant to California Labor Code section 1777.1. See Section 9 of Exhibit A for additional detail.

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 Clauses.

- 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.

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. The Contractor agrees to be as fully responsible to DTSC for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by any of them, as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from DTSC's obligation to make payments to the 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 Contractor and all subcontractors shall comply with requirements of the California Labor Code section 1770 *et seq.*, California Code of Regulations, Title 8, section 16000 *et seq.*, and related regulations and guidance from DIR regarding payment of prevailing wages; please see Section 9 of Exhibit A for additional detail.

Project Labor Agreement and Targeted Hiring Program Verification:

Prior to the commencement of work, the Contractor agrees to provide DTSC with a signed Letter of Assent (Attachment A to the Project Labor Agreement) confirming that it agrees to be bound by the Project Labor Agreement and that it shall require all of its subcontractors to be similarly bound. The Contractor agrees to obtain, and provide to DTSC, a signed Letter of Assent from any subcontractor prior to their performance of work within the scope of the Contract.

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 the Contract, the Contractor must use the DVBE and MBE/WBE subcontractors and/or suppliers that they proposed at the time of execution of the Contract unless a substitution is requested. The Contractor must request the substitution in writing for approval by 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 not limited to, the subletting and subcontracting.

When substituting subcontractors for Project-specific services not detailed in the Contract, the Work Orders will specify that the Contractor will 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 written 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 Contract, the Contractor must submit resumes for the substituted staff and obtain prior written approval from the DTSC Contract Manager to ensure that substituted staff meet the minimum qualifications required for the Project-specific activity affected.

Cost billed for subcontracted services, which are also included in the Contract Rate, shall not exceed the Contract 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 Contract Rate established in this Contract for that labor category for the Contractor. Additional services may be subcontracted with the written approval of the DTSC Contract Manager. All labor cost estimates and invoicing shall be in compliance with requirements of the California Labor Code section 1770 *et seq.*, California Code of Regulations, title 8, section 16000 *et seq.*, and related regulations and guidance from DIR regarding payment of prevailing wages; see Section 9 of Exhibit A for additional detail.

Termination for Convenience

Notwithstanding the General Terms and Conditions (GTC) termination clause in Exhibit D to this Contract, 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 section 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 the effective date of termination of the Contract and the payment by DTSC of all items properly chargeable to DTSC hereunder, the 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, the 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. The 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.

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 or 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.

Warranty

All work shall be guaranteed against defects in materials and workmanship for a period of one (1) year from the date of final acceptance of work by the DTSC Contract Manager.

This warranty excludes neglected maintenance, misuse, vandalism, or damage from acts of God. Warranties will be voided in cases of physical and or chemical damage, neglect in watering or pest control. All material is warranted to be as specified. All work is to be completed in a workmanlike manner according to standard practices.

The Contractor will install plant material that will be free from disease, insects, and in healthy condition at the time of planting. Proper watering, fertilizing, and pest control are necessary to maintain healthy plant growth. The Contractor shall inspect all plants material 30 days after completion to insure the continuous growth of the material. Once inspected and confirmed healthy, the Contractor will no longer be responsible for the continued maintenance or growth of the plant material.

The exclusive remedy shall be that Contractor, at its sole expense, shall examine and repair or replace any part of its work that is found to be defective within the warranty period.

Work Orders

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

Work Orders shall be issued defining the Project-specific activities necessary to allocate funds authorized for those activities under the Contract. The Work Order will be prepared by, or at the direction of, the DTSC Contract Manager in consultation with the Contractor (see Attachment 1 to this Exhibit, (Work Order Approval Form) and Attachment 2 to this Exhibit (Field Order Form)).

A Work Order must include:

- Work Order Approval Form (Attachment 1 to this Exhibit);
- Detailed Scope of Work to be performed shall include the format and content of deliverables required;
- Performance time schedule indicating when subtasks are to be completed and/or deliverables submitted;
- Total dollar amount of Work Order;

- Conditions of payment for the ordered services;
- Detailed Project budget by task (or subtask) to perform specific element(s) of work;
- Identification of key Project staff by classification; and
- Requirement of compliance with prevailing wage laws and related laws by the Contractor and all subcontractors; see Section 9 of Exhibit A for additional detail.

Start Work Order

The DTSC Contract Manager shall issue a Start Work Order with the final DTSC-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 DTSC Contract Manager and the DTSC Project Manager, or their designee, of any conditions or events that may interfere with completion of the work, or require a modification of the Work Order. The DTSC Contract Manager, in a reasonable time, will provide written direction to the Contractor clarifying any required adjustment to the Work Order. DTSC has no obligation to pay any charges for materials or work related to 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 DTSC Contract Manager.

Work Order Modifications

If after an approved Work Order has been issued, DTSC determines that change(s) are necessary (e.g., Scope of Work, total amount payable), the DTSC 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 Work Order Amendment. If DTSC determines that minor modifications to a Work Order are necessary but will not affect cost of the Work Order, the DTSC 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 scope of work based on changed or unforeseen site conditions, a Field Order (Attachment 2 to this Exhibit) may be issued. The DTSC Project Manager will coordinate with the DTSC Contract Manager or designee to provide this approval in writing. The Field Order operates as an approved amendment to the Work Order.

Stop Work Orders

DTSC, in its sole discretion, may cancel or stop work on a Work Order at any time for any reason. The DTSC 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.

Work Order Deliverables/Reporting Requirements

All deliverables and reports shall be delivered to the DTSC 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.

- All technical reports and documents shall be signed, stamped and/or certified as directed by DTSC.
- 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.

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.

ATTACHMENT 1 - Work Order Approval Form

**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

Contractor

Date

DTSC Contract Manager

Date

ATTACHMENT 2 – Field Work Order

**DEPARTMENT OF TOXIC SUBSTANCES CONTROL HAZARDOUS
SUBSTANCES/MATERIALS SITE REMEDIATION
CONTRACT NUMBER**

**FIELD
ORDER
FORM
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 Project Manager Date

Contractor Representative Date

EXHIBIT F – Definitions

Accounting Requirements

Contractor shall establish an accounting system using generally acceptable accounting principles that will provide information for reports to DTSC 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 subcontracts, if any.

Contract Officer

The Department of Toxic Substances Control Official located in the Contract and Business Services Branch with delegated authority to sign contracts 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.

Contractor Representative

The individual designated by the Contractor to represent the 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 Contract with the State. The State may direct the Contractor 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 cannot 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 cannot be unlawful under any applicable statute and cannot 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.

DTSC Contract Manager

DTSC 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. The DTSC Contract Manager serves as the focal point for all Contracts between the State and the Contractor. All notices from the Contractor to DTSC shall be directed to the DTSC Contract Manager.

DTSC Project Manager

The person or firm designated by the State to coordinate all activities performed by each Contractor assigned work at a specific property. Under the direction of the DTSC Contract Manager, the DTSC 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 a contractor hired specifically for this purpose.

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 DTSC Project Manager to modify Work Orders as necessary to meet time critical needs to implement the Scope of Work based on changed or unforeseen site conditions. The DTSC Project Manager will coordinate with the DTSC 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), costs of compliance with other laws related to employment of workers, including but not limited to wage and hour laws and workers' compensation requirements, overhead, metric conversion expenses, monthly expenditure tracking, coordination and oversight of Contractor, general and administrative expenses, including bookkeeping, accountants, and clerical support, and profit. They shall also include all support services (training, telephone, cellular phones, etc.); materials (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, 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 in the Contractor Rate Schedule.

The following items shall be provided by the Contractor: excavation equipment (Bobcat, loader, mini excavator, etc.), compaction equipment, survey equipment, GPS instrumentation, sampling equipment (sample jars, coolers, markers, paper towels, etc.); roll-on bins; real time hand-held monitoring equipment (dust meters, air monitors, PID, etc.); small hand tools (hammer, shovels, wrenches screwdrivers, push brooms, pliers, drills, saws, distance wheels, utility knives, mops, ladders, post hole digger, rakes, sledge hammer, etc.); and health and safety equipment and supplies (drinking water, Gatorade, Chap Stick, 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, erosion controls and BMP materials, etc.) necessary to perform as required in a manner consistent with normal industry standards, except such equipment as are included in the Contractor Rate Schedule.

Travel and per diem (lodging and meals) are not to be included in each item price nor 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. (See website: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.) Overtime is not included in fully loaded rates.

General and Administrative Costs

The costs necessary for operations but not directly associated with developing a product or providing a service.

Project Administrator

The individual assigned by the Contractor to manage work orders for a specific Project/site as issued under the terms of the Contract.

Project Budget

Project Budget is the amount established by the State that represents the maximum authorized cost estimate for site specific tasks/activities.

Contractor Contract Manager

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.

Standby Time

Includes problem situations involving property 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 the Contractor has agreed to perform for the State. Existing subcontractors may be utilized under this Contract.

Subcontract Costs

If a fixed rate has been established for a labor category set forth in the Contract Rate Schedule (Table 1 to Exhibit C) 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 any applicable indirect costs), but shall not in any event exceed the Contract Rate established in this Contract for that labor category for the Contractor.

Work Order

The written mechanism used by the DTSC Contract Manager for implementing the terms and conditions of the Contract, as authorized by this Contract. Work Orders and Work Order

amendments inclusive of Field Order modifications become part of this Contract and the Project Contract.

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

Work Orders do not encumber funds. Work Orders are based on the cost and rates included in Exhibit C of this Contract. Work Orders may include non-Contractor Rate items with G&A 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 the Contractor's invoices for payment purposes.