

**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

"FULLY EXECUTED"

AGREEMENT NUMBER <b>16-T4161</b>
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

EFI Global, Inc.

2. The term of this Agreement is: August 1, 2016 through September 30, 2017 or upon DGS approval, whichever is later

3. The maximum amount of this Agreement is: **\$ 6,603,108.00**  
Six Million Six Hundred and Three Thousand One hundred & Eight Dollars and No Cents

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

Exhibit A – Scope of Work	16 pages (p. 1-16)
Exhibit B – Budget Detail and Payment Provisions	6 pages (p. 17-22)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	11 pages (p.23-33)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	14 pages (p. 34-47)
<b>Figure 1: Project Location Map</b>	1 page (p. 48)
<b>Figure 2: Preliminary Investigation Areas</b>	1 page (p. 49)
<b>Attachment 1: Work Plan</b>	1 page (p. 50)
<b>Attachment 2: Work Order Approval Form</b>	1 page (p. 51)
<b>Attachment 3: Field Order Form</b>	1 page (p. 52)
<b>Attachment 4: Local Workforce Employment Plan</b>	3 pages (p. 53-55)

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

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

CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) EFI Global, Inc.	
BY (Authorized Signature) 	DATE SIGNED(Do not type) 8-8-16
PRINTED NAME AND TITLE OF PERSON SIGNING Dennis Ironi, Vice President	
ADDRESS 5261 West Imperial Highway, Los Angeles, CA 90045	
STATE OF CALIFORNIA	
AGENCY NAME Department of Toxic Substances Control	
BY (Authorized Signature) 	DATE SIGNED(Do not type) 8/8/16
PRINTED NAME AND TITLE OF PERSON SIGNING Ed Scholte, Procurement and Contracting Officer	
ADDRESS 1001 I Street, P.O. Box 806, Sacramento, CA 95812-0806	

California Department of General Services Use Only

APPROVED

AUG 11 2016

OFFICE OF LEGAL SERVICES  
DEPT. OF GENERAL SERVICES

Exempt per:

**EXHIBIT A**

1. EFI Global, Inc. (Contractor) agrees to provide services to the Department of Toxic Substances Control (DTSC) for the assessment of potential contamination of properties in the 1.7 mile radius around the former Exide Technologies Facility at the request of the DTSC and in accordance with the Scope of Work and the certified, approved Work Plan. DTSC's assigned number of properties assessed by the Contractor is dependent upon availability of access agreements, completion of scheduled Work Order deliverables, project budget and other circumstances. The number of properties may be up to approximately 8,500 properties. The specific needs of DTSC are to (1) assess the level of lead concentrations in the soil at each property and determine if further action is warranted and (2) determine if deteriorating Lead Based Paint (LBP) is present on the exterior of onsite structures. The term of this Contract is through September 30, 2017 for an amount not to exceed \$6,603,108. This contract may be amended in writing upon mutual agreement of both parties.
2. The Contract Manager and Contractor Representative respectively, during the term of this Contract will be the following.

**DTSC Contract Manager/Project Manager**

Steven Ross, PE  
Senior Hazardous Substances Engineer  
Exide Project Management & Field  
Operations Branch  
Phone (916) 255-3664  
Email: [steve.ross@dtsc.ca.gov](mailto:steve.ross@dtsc.ca.gov)

**Contractor's Representative**

Dennis Ironi  
Vice President  
5261 West Imperial Highway  
Los Angeles, CA 90045  
Phone (310) 854-6300  
Email: [Dennis\\_ironi@efiglobal.com](mailto:Dennis_ironi@efiglobal.com)

**DTSC Contract Administrator**

Annette Stark, Contracts Unit  
1001 I Street, 21<sup>st</sup> Floor  
P.O. Box 806  
Sacramento, CA 95812-0806  
Phone (916) 324-9821  
Email: [annette.stark@dtsc.ca.gov](mailto:annette.stark@dtsc.ca.gov)

**Contractor's Project Manager**

Jason Ironi  
Regional Vice President  
5261 West Imperial Highway  
Los Angeles, CA 90045  
Phone (310) 854-6300  
Email: [Jason\\_Ironi@EFIGLOBAL.com](mailto:Jason_Ironi@EFIGLOBAL.com)

3. The above manager/representative may be changed at any time upon written notification to the other party and DTSC's Contracts Unit.
4. **Background**  
The former Exide Facility is located at 2700 South Indiana Street in the City of Vernon, California (**Figure 1**). The Exide Facility occupies a total area of approximately 15 acres, which is bounded by East 26th Street towards the north and Bandini Avenue towards the south. An approximate 1.5-acre parcel, with approximately 190 feet (ft) of frontage along the north side of Bandini Boulevard and 345 ft of frontage along the east side of South Indiana Street, is occupied by the Main Office Building and employee parking area. The remaining 13.5-acres, extends along the west side of South Indiana Street between Bandini Boulevard and East 26th Street and includes the manufacturing areas. The Exide Facility was formerly used for lead battery recycling since the 1920's, albeit under different ownerships.

To determine whether off-site residential soils had concentrations of selected constituents that were greater than background or residential screening levels, Exide's contractors conducted soil sampling at nearby residential properties and at two schools in November 2013. Exide collected additional soil samples from a background area approximately 14 miles to the south of the Exide Facility.

Air dispersion modeling conducted by the South Coast Air Quality Management District (SCAQMD) identified a preliminary indication of the area in which Exide emissions may have caused aerial deposition of lead to soils near the Exide Facility. Based on this air modeling, soil sampling took place in two residential areas that were identified as having the greatest potential for elevated lead impacts. The Northern Assessment Area is located in Boyle Heights and East Los Angeles; the Southern Assessment Area is located in Maywood (**Figure 2**).

DTSC's preliminary evaluation of data from 20,000 soil samples collected from as far as 4.5 miles away from the Exide Facility showed that 10,000 properties in the Preliminary Investigation Area (PIA) (**Figure 2**) may have been impacted by past emissions from the Exide Facility. By June 30, 2016, DTSC will have collected and analyzed samples from 1,500 properties in the PIA. This Statement of Work will address the sampling of up to approximately 8,500 remaining properties in the PIA.

### **General Scope of Work**

The Contractor shall provide personnel, services, materials and equipment to accomplish this Statement of Work (SOW), including revising the *Work Plan for Sampling and Analysis of Properties in the Vicinity of the Exide Facility* (**Attachment 1**) to establish a certified and DTSC approved Work Plan ("Work Plan"), and to accomplish all activities included therein. Staff from the DTSC, Los Angeles County, and the local community is collecting access agreements to obtain permission for sampling. This SOW is for the assessment of soil for up to approximately 8,500 properties within the PIA (**Figure 2**) and includes a requirement for hiring local workforce (**Exhibit A.10**). The proposed completion date for all activities is September 30, 2017.

The U.S. Department of Housing and Urban Development, Guidelines for the Evaluation of Lead-Based Paint Hazards in Housing, July, 2012 (Guidelines) must be followed during the investigation and remediation of lead contaminated soil on residential and public properties pursuant to Title 17, California Code of Regulations, Division 1, Chapter 8 - Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards. These regulations require certification of Lead Inspectors/Assessors and Lead Sampling Technicians. In addition, individuals operating an X-Ray Fluorescence (XRF) analyzer that conduct lead hazard evaluations are required to comply with the regulatory requirements specified in Title 17, California Code of Regulations, division 1, chapter 5, subchapter 4 – Radiation, such as obtaining a license and completing an additional eight hours of training.

The work to be completed pursuant to this SOW is intended to accomplish the following two main objectives:

- a) Assess the level of lead concentrations in the soil at each residential property,

including parks, schools, and daycares, within the PIA in order for DTSC to determine if further action is warranted. This will be accomplished by Certified Lead Inspector/Assessors and Certified Lead Sampling Technicians conducting soil screening for lead using an XRF analyzer and collecting soil samples for analysis at a state certified laboratory approved by DTSC. At each property up to 15 locations on the surface (0-3" depth interval) of lawns, bare soils, garden areas, play areas, and roof drip-zones will be analyzed with XRF. Soil from two of these locations will be sampled and submitted to a state certified laboratory for analysis for lead, antimony, cadmium, copper, arsenic and zinc; these two locations will also be analyzed for lead concentrations using XRF at 3-6, 6-12, and 12-18 inch depth intervals to determine the if subsurface soils have elevated lead concentrations which will aid in decision making for future cleanup work. Two composite soil samples will be collected from each property, one from play areas and one from non-play areas, and submitted to a state certified laboratory approved by DTSC for analysis for lead. All the assessment data and results will be documented on California Department of Health Public Health (CDPH) and DTSC approved forms and provided in an electronic and hard copy format approved by DTSC.

- b) Determine if deteriorating LBP is present on the exterior of onsite structures. This will be accomplished by certified assessors and sampling technicians using an XRF analyzer at up to six (6) exterior structure locations. If XRF results for the exterior structures exceed the Los Angeles County lead abatement standard and deteriorating paint is visible in the soil or on the structures then the affected area will be photographed and documented for possible future remediation by a certified Lead Based Paint contractor.

Prior to site entry, the Contractor shall ensure that:

- a) Adequate work planning, health and safety evaluation of the proposed work scope and safety planning (including a Health and Safety Plan [HASP] signed by an appropriate safety professional), and operating procedures review have been completed;
- b) All personnel have been properly trained and briefed in hazards and procedures for the site to be entered;
- c) Equipment and materials are on-hand to safely and efficiently complete the work;
- d) Proper site access authorization has been obtained, and
- e) Proposed project employees have read and signed the HASP.

The tasks necessary to accomplish this SOW are described below and will be included in the Work Plan.

### **Work Orders for Property Scanning and Sampling**

All work performed under the project specific Contract shall be directed by a Work Order and no work shall be commenced by the Contractor until a Work Order has been issued by the Contract Manager, or their designee. Work Orders are the written mechanism for

implementing the terms and conditions of the direct project specific activities and allocating authorized funds under the project specific Contract. Upon approval, Work Orders shall become a part of the project specific Contract.

Work Orders shall be issued defining the project specific activities necessary to allocate funds authorized for those activities under the Project Contract. The Work Order will be prepared by, or at the direction of, the Contract Manager in consultation with the Contractor (see **Attachment 2, Work Order Approval Form and Attachment 3, Field Order Form**).

Work Order shall include:

1. Work Order Approval Form (**Attachment 2**);
  2. Detailed Scope of Work to be performed shall include the format and content of deliverables required;
  3. Performance time schedule indicating when subtasks are to be completed and/or deliverables submitted;
  4. Total amount of Work Order;
  5. Conditions of payment for the ordered services;
  6. Detailed Project budget by subtask to perform specific element(s) of work; and
  7. Identification of key Project staff by classification.
- a) Start Work Order. The Contract Manager shall issue a Start Work Order with the final approved Work Order. The Contractor shall not perform or undertake any work prior to the issuance of this Start Work Order nor conduct activities not indicated or addressed in the Work Order.

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

b) Work Order Modifications

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

The Work Order Amendment will include the reason(s) for the change(s), the specific change(s) in the work required, changes to or additional deliverables, schedule changes, budget augmentations and any adjustment to the Contractor's payments caused by the 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 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 3**) may be issued. The Project Manager will coordinate with the Contract Manager or designee to provide this approval. The Field Order operates as an approved amendment to the Work Order.

- c) Stop Work Orders. DTSC, in its sole discretion, may cancel or stop work on a Work Order at any time for any reason. The Contract Manager or their designee will notify the Contractor in writing that the Work Order has been cancelled or suspended, and will authorize payment to the Contractor for actual work completed to date.
- d) Work Order Deliverables/Reporting Requirements. All deliverables and reports shall be delivered to the Contract Manager or to another location, as specified in the Work Order. Each Work Order shall specifically describe the work to be performed and/or the work product(s) to be delivered.
  1. All technical reports and documents shall be signed, stamped and/or certified as directed by DTSC. For example:
    - A. Lab analyses shall be signed by the chemist responsible for the work.
    - B. Engineering reports shall be signed and stamped by an appropriate California Registered Professional Engineer as required in the California Business and Professions Code.
    - C. Geology and hydrogeology reports shall be signed by a Professional Geologist or Certified Engineering Geologist or appropriate California Registered Professional Engineer as required in the California Business and Professions Code.
    - D. Health and Safety Plans and other related reports shall be signed by a Certified Industrial Hygienist.
    - E. Reports that involve other disciplines shall be signed by an appropriately qualified professional, as required by any applicable state or federal law.
    - F. Reports that involve two or more disciplines shall be signed by appropriately qualified professionals from each discipline, as required by any applicable state or federal law.
  2. All reports shall be prepared as detailed in the Work Order.

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

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.

### **Task 1: Project Management**

During the execution of the project, Project Management will include, but not be limited to, the following:

- a) A Project Manager to ensure adequate resources are provided to accomplish the Work Plan tasks in accordance with the: DTSC approved project quality

standards, project schedule, and budget. This includes:

- i. Providing sufficient sampling crews and staff to: achieve the project goal of sampling at least 700 properties per month to be described in the Work Plan, coordinating with property owners to schedule sampling dates, perform pre-sampling inspections to ensure property owners and crews are prepared for the sampling effort, provide XRF scanner results to DTSC staff within 24 hours of scanning in an electronic format described in the Work Plan, provide laboratory sample results within two weeks in an electronic format described in the Work Plan, provide sampling reports for each property in accordance with the project Work Plan, and respond to DTSC staff project manager inquiries within 1 hour;
  - ii. Monitor project costs and schedule to ensure they are on track with the project goals described in the Work Plan and completed in accordance with the project quality standards; and
  - iii. Provide weekly progress reports including: the number of properties sampled, 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.
- b) A Contract Manager to: procure equipment, manage subcontracts, complete project invoicing, and accounting for cost. This will include preparation of auditable invoices describing project expenses for each property and sampling reports for each property, including itemized cost for the work performed.
- c) A California Lead Related Construction Certified Industrial Hygienist to: be in responsible charge of the project and ensure the project is conducted in accordance with the requirements of California Health and Safety Code Sections 105250-105257 and Title 17, California Code of Regulations, Division 1, Chapter 8 - Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards, including Article 16 Work Practice Standards, section 36000 Requirements for Lead Hazard Evaluation for Public and Residential Buildings.

## **Task 2: Work Plan Revision and Certification**

This task includes the revision of the *Work Plan for Sampling and Analysis of Properties in the Vicinity of the Exide Facility (Attachment 1)* to establish a certified and DTSC approved Work Plan that reflects the optimized assessment of contaminated soil at up to approximately 8,500 residential properties identified by DTSC, in the PIA (**Figure 2**). The revised Work Plan will be based on review and comments from DTSC. The revised Work Plan will include, a description of the process required for assessing lead contamination including: collecting soil samples, XRF scanning in accordance with U.S. EPA METHOD 6200 - FIELD PORTABLE X-RAY FLUORESCENCE SPECTROMETRY FOR THE DETERMINATION OF ELEMENTAL CONCENTRATIONS IN SOIL AND SEDIMENT, laboratory analysis by a DTSC approved laboratory, and assessment of residential properties in accordance with Title 17, California Code of Regulations, Division 1, Chapter 8 - Accreditation, Certification, and Work Practices for Lead-Based

## Paint and Lead Hazards.

The draft revised Work Plan is due within 10 days of receipt of the notice to proceed from DTSC. DTSC will provide comments on the draft revised Work Plan within five (5) working days. After receipt of DTSC's comments, the contractor will address DTSC comments and produce a final revised Work Plan within five (5) working days for DTSC's approval. The final approved Work Plan will be certified by a Lead Certified Industrial Hygienist in accordance with Title 17, California Code of Regulations, Division 1, Chapter 8 - Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards and appropriate licensed professionals.

### **Task 3: Field Sampling**

This task includes all activities necessary to identify the presence of lead contamination at up to approximately 8,500 properties in the PIA (**Figure 2**). Field sampling will be conducted in accordance with the Work Plan. Field sampling will include: XRF scanning, collection of confirmation and quality control samples for laboratory analysis, and data management. This task includes, but is not limited to:

- a) Scheduling sampling activities with property owners/tenants;
- b) Identifying 15 soil sampling locations per property on unpaved soil for XRF scanning for lead. Small properties with minimum soil exposure may only need 8 soil sample locations for statistical evaluation purposes. Larger properties with multiple units can be counted as more than one unit based on the proportional size of the property;
- c) Photo-logging sample locations;
- d) Logging the GPS coordinates of each sampling locations within one meter accuracy;
- e) Removal of the vegetative cover over the sampling locations;
- f) Collecting a soil sample from the 0-3 inch soil horizon. Advancing two of the 15 soil sampling locations, one in the front yard and one in the back yard, to collect samples at depths of 6, 12, and 18 inches;
- g) Preparation of the samples by removing organic material, reducing clumps, homogenizing the sample for one minute, and sieving the sample with a 60 mesh screen;
- h) Measuring the moisture content of the soil to ensure it is below the 20% maximum moisture content as specified in US EPA Method 6200;
- i) If the moisture content of the sample exceeds 20% the sample will need to be dried to below 20% moisture content before XRF scanning;
- j) XRF scanning of the prepared samples and logging of the results into an electric format as soon as they are scanned as described in the Work Plan;
- k) Soil samples can either be prepared and scanned in the field or collected in accordance with the Work Plan and transported to a central location for sample preparation and XRF scanning;
- l) Communication of preliminary XRF soil and paint results with tenants/property owners;
- m) If deteriorating paint is present on the property's exterior structures and could contaminate the soil, the area will be photographed. Regardless of the condition of the paint, XRF scanning will be performed to determine if the lead content of the surface exceeds the 0.7 mg/cm<sup>2</sup> abatement level for lead pursuant to Los

- Angeles County Code, Title 11, Chapter 11.28, Section 11.28.010 C;
- n) Two of the 15 soil samples will be collected, documented, packaged and shipped to a California certified laboratory for analysis to determine the lead, arsenic, antimony, cadmium, copper and zinc concentrations in the soil and confirm the accuracy of the XRF lead results. Samples will be retained by the laboratory until data evaluation is complete, then returned to DTSC. Contractor will coordinate with DTSC the return of all laboratory samples to DTSC.
  - o) The soil sampling locations will be restored by replacing the existing soil cover and adding clean fill if necessary;
  - p) Data management procedures will be followed for each property, including preparation of analytical reports, as well as maintaining a database for electronic reporting of statistics and weekly status reports;
  - q) Quality control and quality assurance procedures will be followed as defined in the Work Plan; and
  - r) Perform all established health and safety monitoring and procedures.

All sampling crews will be under the responsible charge of a qualified Lead Certified California Certified Industrial Hygienist. A minimum of 7 sampling crews, including a Certified Lead Inspector/Assessor as the team lead and Certified Lead Sampling Technicians qualified to operate an XRF scanner, will be required to sample a combined quantity of up to approximately 8,500 properties in accordance with the project schedule. Each sampling crew will need to sample a minimum of 5 properties per day. DTSC will obtain access agreements for entering the properties to be sampled, but coordination with the property owners to schedule the sampling times will be the responsibility of the contractor. Access Agreements will be collected by concentrating in five Focus Areas (**Figure 2**); sampling crews will need to focus in these areas based on available Access Agreements.

### Equipment

The following, or similarly appropriate, equipment will be used for the soil sampling and included in the labor rates:

- a) Soil drying system;
- b) Moisture sensor;
- c) Stainless steel mesh seive;
- d) Decontamination supplies;
- e) A 2" diameter bucket auger;
- f) Stainless steel trowel;
- g) Large glass sample jars;
- h) Small and large plastic bags;
- i) Paper towels;
- j) Disposable gloved;
- k) Sample labels; and
- l) Camera with digital storage capability and Field log.

**XRF scanners will be provided by DTSC. Contractor is responsible for proper use, care, and any potential damage of the equipment:**

- m) Niton® XL3t GOLDD+ Technology Analyzer;
- n) Field Mate;
- o) Portable Test Stand;

- p) Wireless Portable Printer;
- q) Color CCD Camera.

#### **Task 4: Laboratory Analysis**

During the field sampling effort, two (2) of the 15 soil samples and two (2) composite soil samples (test for lead only) will be collected from each property will be documented, packaged, and shipped to a California certified laboratory approved by DTSC for analysis.

The Contractor shall conduct or subcontract with a laboratory to obtain a full range of physical testing needed for the samples to be analyzed for the six metals (lead, arsenic, antimony, cadmium, copper, and zinc) in accordance with the procedures and methods established in the Work Plan. Analytical results will be validated and reported to DTSC within 35 days of the sample collection. Electronic and hardcopy data submittals will be required in accordance with the Work Plan. DTSC may require at least three bids for laboratory analysis that are not a part of the Contractor's bid rates.

- a) Chemical Laboratory Services. The Contractor shall subcontract with an independent laboratory certified by the State of California to perform the particular analysis to obtain physical and chemical analysis of samples of air, waste, soil, soil gas, or other solid matter, and water, or other liquid matter. The Contractor shall evaluate quality assurance and quality control data and also provide interpretations and reports describing the analytical results. The Contractor shall ensure that the laboratory has the capacity to process at least 1,000 samples per month and provide the raw analytical data in an electronic format. The Contractor shall have the capability to provide the PDF data to DTSC and, if requested, convert PDF data to Excel, Word or other comparable data management software.

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

- i. Sample holding periods
  - ii. Instrument calibrations
  - iii. Standards
  - iv. Analytical methodology
  - v. Detection limits
  - vi. Blanks
  - vii. Accuracy and precision
  - viii. Data reduction and reporting
  - ix. Chain-of-custody
- b) Industrial Hygiene Laboratory Services. 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.

- c) Contractor's Responsibility. The Contractor shall be responsible for the collection and delivery of all samples to laboratories in accordance with State approved procedures. The Contractor shall be required to coordinate with the laboratory with respect to scheduling workload and other special requirements of the laboratory. The Contractor shall be responsible for providing or obtaining multiple copy chain-of-custody forms acceptable to the laboratories. The Contractor shall be responsible for any errors, omissions or delays in analysis performed by laboratories. The Contractor shall be responsible for informing DTSC of any problems or situations with respect to the laboratories, which could reasonably be expected to affect performance under this Contract.

#### **Task 5: Data Management and Reporting**

Data generated from XRF scanning, laboratory analysis, and field observations will be entered into a database provided by DTSC and maintained by the contractor in accordance with the Work Plan.

Sampling reports will be provided for each property in accordance with the reporting requirements established in the Work Plan. Sampling reports will be completed in accordance with DTSC approved formats and include but not be limited to:

- a) A complete and signed CDPH Lead Hazard Evaluation form 8552;
- b) A description of the property and brief summary of the sampling results;
- c) A map showing the sampling locations;
- d) GPS coordinates of the sampling locations;
- e) Sampling results in tabular form;
- f) Screening of the results against criteria established in the Work Plan to determine if further action is required at the property;
- g) Photographs of yards showing sampling locations;
- h) Laboratory analysis results reports;
- i) An evaluation of the quality of the data; and
- j) An explanation of any deviation from the Work Plan.

Sampling reports for each property will be provided within 35 days from the sampling event. Sampling reports will be provided individually for each property for DTSC to submit to the property tenant/owner(s) and will be signed and stamped by a Lead Certified Industrial Hygienist. Sampling reports will require approval by DTSC. Approved sampling reports will be used as justification for payment.

#### **Review and Approval of Contractor Performance, Deliverables and Work Products**

- a) The Contract Manager, or designee, will ensure that the Contractor performs to DTSC's satisfaction all work performed under the Contract prior to approving Contractor's performance and authorizing payment.
- b) Prior to approval, the Contract Manager, or designee, will review the deliverables and/or work product(s) and take reasonable measures to ascertain they meet the format and content requirements specified in the Work Order. The Contractor

may be required to revise the deliverable(s) and/or work product(s) prior to DTSC approval and authorization for payment. DTSC's review and approval of Contractor's work shall not relieve or excuse the Contractor from any obligations to perform fully and adequately under this Contract and any amendments and Work Orders.

- c) DTSC, at its sole discretion, may remove the Contractor or any subcontractor from work on a site at any time for any reason.
- d) Contractor will be paid upon satisfactory completion of work and receipt of a proper and complete invoice. Contractor shall bill DTSC in arrears no more than monthly for actual expenditures incurred in accordance with specified bid rates incorporated in the awarded contract. Rates include a not to exceed cost per property. Invoice documentation shall include submittal of required Sampling Reports for each property including the California Department of Public Health form number CDPH 8552 (6/07) (or latest version), and detailed backup documentation demonstrating actual expenditures for time and materials for each property.

**Local Workforce Employment Requirement**

DTSC's Workforce Development and Job Training Program ("Workforce Program") aims to meaningfully engage community residents in proximity of the former Exide facility in the cleanup of their communities by promoting the use of local hire requirements for contracting employment of women, disadvantaged workers, and local community residents for jobs that may otherwise be filled by workers outside these affected communities. Through the Workforce Program, health and safety training, environmental skills, and life skills will be provided to community residents. Pre-apprenticeships, certifications, and academic credits may be obtained. The training for the pre-qualified workforce will be at no cost to Contractors, Subcontractors or Employers (C/S/E's) associated with the Project.

The goal of the Workforce Program is to successfully move under-employed residents into short-term jobs related to the cleanup efforts, provide long-term sustainable career opportunities in the environmental field and related trades, and provide college credits towards future academic pursuits. DTSC's Workforce Program directly supports Governor Brown's plan to expedite, expand, and ensure the cleanup of residential properties, schools, daycare centers and parks within the PIA (**Figure 2**). 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.

**Definitions**

Community Area Resident	A Local Resident whose primary place of residence is within an Economically Disadvantaged Area or an Extremely Economically Disadvantaged Area and is within a 5-mile radius of the covered project in question.
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Contractor/Subcontractor/Employer (C/S/E)	Any individual firm, partnership, owner, operator, or corporation, or combination thereof, including joint ventures which has entered into contract with the Department or any of its contractors, or subcontractors with respect to the scope of work involving any part of the Project.
Disadvantaged Worker	An individual who is a Community Area Resident, and, who, prior to commencing work on the Project, faces at least two of the following barriers to employment: (1) being homeless; (2) being a custodial single parent; (3) receiving public assistance; (4) lacking a GED or high school diploma; (5) having a criminal record or other involvement with the criminal justice system; (6) suffering from chronic unemployment; (7) emancipated from the foster care system; (8) being a veteran of the Iraq/Afghanistan war; or (9) being an apprentice with less than 15% of the required graduating apprenticeship hours in a program.
Economically Disadvantaged Area	A zip code that includes a census tract or portion thereof in which the median annual household income is less than \$40,000 per year, as measured and reported by the U.S. Census Bureau in the 2010 U.S. Census and as updated by the parties upon the U.S. Census Bureau issuing updated Median Annual Household Income data by census tract in the American Community Survey.
Extremely Economically Disadvantaged Area	A zip code that includes a census tract or portion thereof in which the median annual household income is less than \$32,000 per year, as measured and reported by the U.S. Census Bureau in the 2010 U.S. Census and as updated upon the U.S. Census Bureau issuing updated Median Annual Household Income data by census tract in the American Community Survey.
Local Hire Employment Plan (LHEP)	A Contractor/Subcontractor/Employer's detailed plan explaining how the C/S/E will comply with the requirement for hiring of Local, and Disadvantaged Workers for the Project.
Local Resident	An individual whose primary place of residence is within the zip code areas identified as an Economically Disadvantaged Area or an Extremely Economically Disadvantaged Area in Los Angeles County.
Reporting Period	The indicated reporting period for measuring the hiring efforts of the C/S/E's. These reporting periods shall be defined by the Department and will continue until completion of the Project.
Local Worker	Local Residents who reside within the Exide identified impacted areas, identified by the following zip codes: 90022, 90023, 90040, 90058, 90063, 90201, 90255, 90270 or Tier 2 Locations.

Local Hire Zip Codes (“Tier 1”)	Areas identified by the following zip codes: 90022, 90023, 90040, 90058, 90063, 90201, 90255, 90270.
Local Hire Communities (“Tier 2”)	Local Residents whose primary place of residence is within the cities of Commerce, Maywood, Bell, Vernon, Huntington Park, and the City of Los Angeles.
Prime Contractor	A Contractor that has entered into a Prime Contract with the Department.
Project	The IFB Scope of Work, costs, and schedule for XRF scanning, sampling, and analysis for approximately 8,500 properties in the PIA ( <b>Figure 2</b> ) and related scope of work.
Project Work	Any field activity related to the performance of the scope of work defined under the Project.

The Contractor shall ensure that the following local hiring requirements are met for the project:

- a) At least 40% of total hours worked on the Project shall be performed by Community Area Residents, with preference given to Local Workers who qualify as Disadvantaged Workers. For any hour of Project Work for which the C/S/E seeks to meet this 40% requirement, the C/S/E must first refer individuals whose primary place of residence is within the local hire zip codes (Tier 1). After C/S/E's have exhausted the available pool of Community Area Residents and Local Workers whose primary residence is within a local hire zip code, they may refer Local Residents whose primary place of residence is within the cities of Commerce, Maywood, Bell, Vernon, Huntington Park, and the City of Los Angeles (Tier 2).
- b) At least 25% of the total hours worked on the Project shall be performed by Disadvantaged Workers residing within the local hire zip codes or within the cities of Commerce, Maywood, Bell, Vernon, Huntington Park, and the City of Los Angeles (Tier 2). Hours of Project work performed by Disadvantaged Workers may be applied towards the 40% Community Area Resident requirement of this contract.

Contractor Responsibilities Include:

- c) Provide to DTSC a Local Hire Employment Plan (LHEP) (**Attachment 4**) describing how the Contractor plans to meet DTSC’s Local Workforce Employment Requirement.
- d) Provide to DTSC written verification of compliance with the Local Workforce Employment Requirement prior to October 1, 2016.

DTSC Responsibilities include:

- e) Work with the Department's Project Administrator and C/S/E's to monitor and enforce the target hiring measures of the Contract during the Reporting Period.
- f) Review, approve, or disapprove submitted LEHP prior to a C/S/E's estimated start of work. Approval of a C/S/E to work on the Project is contingent on the C/S/E's submittal of an approved LHEP (See **Attachment 4** for guidance).

### **Regional Office with Dedicated Staff**

The Contractor shall have an established, fully functional, Los Angeles office. Contractors "office" must be capable of handling all requirements for the project and shall be maintained throughout the life of the Contract. Cr's office shall be adequately staffed with personnel dedicated and assigned to that office. A mailing address or postal box does not qualify as an "office". At a minimum, the office must be equipped with telephone, electrical services, and secure storage for XRF Scanners and other field equipment.

### **General Requirements**

- a) DTSC will provide an Access Agreement for each property, however the Contractor will be responsible to coordinate and schedule access for sampling.
- b) The Contractor shall supply all utility services required for the Contractor's work at each property and will be reimbursed by DTSC on actual invoices from utility companies (no General and Administrative Percentage allowed).
- c) The Contractor shall ensure that all necessary equipment, materials, and personnel are present at the property and in operating condition at the beginning of each workday as specified by DTSC. DTSC shall be the sole judge of whether equipment is in "operating condition" within the meaning of the term as used herein. It is the Contractor's responsibility to have equipment in good working order at no cost to DTSC. DTSC will provide a total of 14 XRF analyzers (scanners) for use by all contractors.
- d) The Contractor shall procure the necessary permits to conduct the specified work, and will be reimbursed by DTSC at cost based on actual invoices.
- e) The Contractor shall not be paid for down time or time loss due to equipment breakdown or malfunction or not having the required equipment, materials or personnel on-site or other loss time due to Contractor negligence in securing sub-contracts needed to conduct specified work.
- f) DTSC will not pay for Standby Time (definition provided in **Exhibit E, Definitions**).
- g) The Contractor shall ensure that equipment operators have the necessary training and are qualified to perform all work specified within industry standards.

h) Data Management.

- i. The Contractor shall provide electronic storage, search, retrieval, and other management of data collected in the course of any activity undertaken pursuant to this Contract and other data specified by DTSC.

These data will include but not be limited to:

1. Project descriptions;
2. coordinates and elevations of sampling locations and features of properties;
3. results of environmental measurements;
4. remedial action schedules; and
5. costs, obligation and outlay projections, and other financial information.

The principal sources for the data are XRF scanning results, laboratory sample results, and field documentation. All data are the property of DTSC.

i) Data handling services shall include, but are not limited to, the following capabilities:

- ii. Producing data processing products and providing data processing services with editable capabilities in conformance with typical data processing industry standards, which include:

1. Access
2. Excel
3. Word
4. Microsoft Project
5. Microsoft Info-path compatible version
6. Microsoft Outlook compatible version
7. EPA Scribe and RCMS free software
8. Computer Aided Design Software
9. Geographic Information System (GIS)

- ii. Modification of information systems (formats may be specified by DTSC).
- iii. Processing, including: rearranging, sorting, searching, retrieving, computing, formatting and displaying output (tabular printouts, and graphs) on screens (CRT), paper, and other media.

iv. Personal computers for field uses.

- v. Submittal of invoices electronically, backed up in searchable PDF on a CD.

- vi. Submittal of technical documents, written reports, and laboratory data electronically, backed up in searchable PDF format on a CD.

j) Management Systems and Project Coordination. Contractor shall have the capability to coordinate and manage large-scale, complex, and multifaceted projects related to all phases of activities required by this Contract. This includes, but is not limited to: implementation and operation of management systems; to plan, schedule, and coordinate resources; to track and report on work activities, work progress, funding of specific activities, and assignment of accountability for work products.

k) Disposal.

- i. Preferred disposal methods shall be those that are most cost-effective to the State, utilizing the most appropriate and nearest geographically disposal Site available to accept the waste and approved by DTSC.
- ii. The Contractor shall assure DTSC that disposal Sites used are approved by Federal, State and local governments and that there are no known pending administrative or judicial actions to restrict their use. DTSC may require at the time of disposal at least three bids for disposal of wastes that are not a part of the Contractor's bid rates.
- iii. Contractor shall provide annually a cost price analysis for the disposal/recycling of waste streams. This analysis should be based on a minimum of three estimates derived from the disposal/recycling facilities most commonly used.

**EXHIBIT B – Budget Detail and Payment Provisions**

1. **Invoicing and Payment.**

Contractor will be paid upon satisfactory completion of work and receipt of a proper and complete invoice from the Contractor. Contractor shall bill DTSC in arrears no more often than monthly for actual expenditures incurred in accordance with rates specified and by this reference made part hereof.

Invoices shall be submitted in duplicate: one original hard copy on Contractor's letterhead and one copy in PDF format on a compact disk (CD). The invoice shall include the Contract Number, Project Number, Work Order Number and date(s) of service covered. Submit all invoices to:

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

2. **Budget Contingency Clause.**

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

3. **Prompt Payment Clause**

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

4. **Compensation**

For services satisfactorily rendered and upon receipt and approval of the invoices, DTSC agrees to compensate the Contractor for actual expenditures incurred in accordance with deliverables in the authorized Work Orders issued by the Contract Manager and based upon the Contractor's Bid Rates (IFB I-1516-13) which are incorporated into this Contract as Exhibit B. For non-bid rate items of expenditure, DTSC agrees to pay the Contractor for any actual costs incurred plus a G&A Percentage Fee based on the IFB I-1516-13 fee

bid rate of 10 percent (10%), supported by appropriate documentation. See Item E. Invoices below. Travel and utility costs are not allowed a G&A Percentage.

Contract rates include a not to exceed cost per property of \$1,678.40.

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

A. Contract Rate Payments

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

B. Negotiated Rate Payments

If an item or a service is required which can be provided directly by the Contractor and for which no bid rate exists in Exhibit B, the 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 (<http://www.dot.ca.gov/hq/construc/equipmnt.html>). No other costs already allocated to the Contractor's Bid Rates in Exhibit B or specifically excluded by this Contract (see Definitions in Exhibit E) shall be allowed.

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

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

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

The Contractor will be paid a G&A Percentage based on the bid rate fee of 10 percent (10%) 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 10 percent (10%) of the payments for the cost-reimbursable service. Compensation for waste disposal shall be for preferred disposal methods that are most cost-effective, utilizing the most appropriate and geographically nearest disposal Site available to accept the waste or disposal in the manner most cost-effective to DTSC.

D. Method of Payment

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

E. Invoices

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

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

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

2. Invoice documentation shall include submittal of required California Department of Public Health form number CDPH 8552 (6/07 or latest version)

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

F. Overtime and Premium Rates

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

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

Overtime: All work over eight hours per day excluding holidays, Monday through Friday, and all day Saturday, and all time worked over 40 hours in one week, excluding Sunday and Holidays by the same employees.

However, a second eight hour shift worked by different employees shall not be compensated with overtime pay.

Premium Time: All work all day Sunday and Holidays.

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

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

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

#### G. Travel

All travel and per diem, for which the Contractor will seek reimbursement from DTSC, must be pre-approved by the DTSC Contract Manager and a travel line item must be included in the budget/cost estimate of the Project Contract and Work Order. Whenever State specifically authorizes travel and per diem reimbursements in a Project Contract and Work Order, such reimbursements shall not exceed rates established by the California Department of Personnel Administration for non-represented State employees. (See <http://www.dpa.ca.gov/jobinfo/statetravel.shtml>).

DTSC may authorize travel when Contractor is required to travel more than fifty (50) miles from the point of origin. The point of origin used for calculating all authorized travel and per diem payments will be from the DTSC Cleanup Operations Office as identified on page 1 of Exhibit A of this Contract to the authorized destination, or the Contractor's established office for this Contract as required by IFB Number I-50031 to the authorized destination, whichever is closer. Travel and per diem (lodging and meals) will be payable as a direct cost with no G&A Percentage allowed.

CATEGORY	Bid Unit Rate		TOTAL	
			Hrs	Cost
<b>PERSONNEL SERVICES RATE (Staff Per Org Chart)</b>		<b>Labor Rate (includes fee)</b>		
	<b>Labor Rate without Fee</b>			
Contract Management	Provide Bid Rate in \$/hr:	\$ 200.00	0.25	\$ 50.00
Project Manager (CIH Lead Certified)	Provide Bid Rate in \$/hr:	\$ 175.00	0.50	\$ 87.50
QA/QC Officer (CIH)	Provide Bid Rate in \$/hr:	\$ 150.00	0.50	\$ 75.00
QC/Inspectors (Scientists)	Provide Bid Rate in \$/hr:	\$ 90.00	0.75	\$ 67.50
Health and Safety Officer (CIH)	Provide Bid Rate in \$/hr:	\$ 110.00	0.25	\$ 27.50
Assistant PM (Cost Estimator)	Provide Bid Rate in \$/hr:	\$ 125.00	2.00	\$ 250.00
Lead Certified Assessor	Provide Bid Rate in \$/hr:	\$ 85.00	3.00	\$ 255.00
Lead Certified Sampling Technician	Provide Bid Rate in \$/hr:	\$ 65.00	6.00	\$ 390.00
Sampling Results Manager (CIH)	Provide Bid Rate in \$/hr:	\$ 175.00	0.50	\$ 87.50
Sampling Results Assistant Manager (Scientists)	Provide Bid Rate in \$/hr:	\$ 85.00	3.00	\$ 255.00
Drafter	Provide Bid Rate in \$/hr:	\$ 55.00	0.50	\$ 27.50
<b>TRAVEL RATE</b>		<b>\$/Unit</b>	<b>Amt</b>	<b>Cost</b>
Milage Reimbursement (Current State Reimbursement Rate)	Reimbursement Rate in \$/mile: \$0.54	\$ 0.54	10	\$ 5.40
<b>OTHER DIRECT (ODCs) RATE</b>			<b>Amt</b>	<b>Cost</b>
XRF Purchased by DTSC	Provided by DTSC			
Metals Analytical (bid rate per sample)	Provide Bid Rate in \$/Single Metal Analysis:	\$ 40.20	2.50	\$ 100.50
ODC Rate Not to Exceed:	Provide ODC Rate in %:	10%		
<b>NOT TO EXCEED PER RESIDENTIAL PROPERTY RATE</b>				
<b>Not To Exceed Per Residential Property Cost</b>	Provide Bid Rate in \$/Residential Property:			<b>\$ 1,678.40</b>

\* The Cost for Public Properties such as parks will be based proportionally on the number of sampling locations required.

## **EXHIBIT D – Special Terms and Conditions**

### **Agency Liability**

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

### **Contract Communication**

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

### **Contract Limits**

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

### **Contract Rates**

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

### **Approval of Subcontracts**

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

### **Approval of Work**

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

### **Cancellation**

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

### **Confidentiality**

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

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

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

### **Conflict of Interest**

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

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

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

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

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

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

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

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

## **Dispute**

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

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

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

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

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

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

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

## **DVBE Verification**

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

## **Equipment Indemnification**

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

### **Excise Tax**

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

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

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

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

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

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

### **Health and Safety Responsibility**

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

### **Inspection**

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

## **Insurance Requirements**

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

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

- a. That the insurer will not cancel the insured's coverage without 30 days prior written notice to DTSC.
- b. That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Contract are concerned.
- c. DTSC will not be responsible for any premiums or assessment on the policy.

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

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

### **Automobile Liability**

Contractor shall maintain commercial auto liability insurance with limits not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Contract involve transportation of hazardous materials, an MCS-90 endorsement is required.

### **Commercial General Liability**

Contractor, along with any of its subcontractors engaged to perform work pursuant to this Contract, shall maintain Commercial Liability insurance with limits of at least \$2,000,000 covering any damages caused by an error, omission, or negligent act of the Contractor in connection with the work provided such claims arise during the period commencing upon the preparation of the Project work documents and ending four (4) years following substantial completion.

### Pollution Liability

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

### Professional Liability

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

### Workers' Compensation

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

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

### Licenses

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

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

### Liquidated Damages

- A. In the event the Contractor does not meet the specified deadlines identified for task/work to be performed, the Contractor shall, in place of actual damages, pay to DTSC as liquidated damages the sum of \$250.00 for each calendar day.
- B. Alternatively, if performance is so delayed, DTSC may terminate the Contract in whole or in part under either the Termination for Cause or for Convenience clauses in this Contract. In that event, the Contractor shall be liable for fixed, agreed and liquidated damages accruing until the time DTSC may reasonably obtain performance of similar services. The liquidated damages shall be in addition to excess costs under the Termination Clause.
- C. The Contractor shall not be charged with liquidated damages when the delay in performance arises out of causes beyond the control and without the fault or negligence of the Contractor.

### News Releases and Publicity

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

### Non-Eligible Alien Certification (Sole Proprietors Only)

If Contractor is a sole proprietor, by signing this Contract Contractor hereby certifies Contractor is not an unqualified alien who is ineligible for State and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act (8 U.S.C. 1601, et. seq.).

### Non-solicitation

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

### Potential Subcontractors

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

### **Prevailing Wages**

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

### **Priority Hiring Considerations**

Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by this Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining Contract, a Federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

### **Remedies**

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

### **Severability**

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

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

After award of a Project Contract, the Contractor must use the DVBE and MBE/WBE subcontractors and/or suppliers which they proposed in their bid submittal to DTSC unless a substitution is requested. The Contractor must request the substitution in writing for approval by the DTSC Contract Manager. The request for substitution of the DVBE and MBE/WBE and DTSC's approval cannot be used as an excuse for noncompliance with any other provision of both State and Federal law, especially when Federal funds are used, including, but not limited to, the subletting and subcontracting.

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

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

Cost billed for subcontracted services which are also listed in Exhibit B shall not exceed the bid rate. For example, If a fixed rate has been established for a labor category set forth in the

Contract Rate Schedule (aka Bidder's Cost Sheets) for the Contractor, but the Contractor decides to provide that labor category through a subcontractor, reimbursement for that labor category shall be at cost (including applicable indirect cost), but shall not in any event exceed the bid rate established in this Contract for that labor category for the Contractor. Additional services may be subcontracted with the approval of the Contract Manager.

#### Termination for Convenience

Notwithstanding GTC termination clause the DTSC adds the following:

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

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

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

Upon receipt of Notice of Termination, Contractor shall be paid, at the rates specified in the Contract, for work performed and expenses incurred prior to the effective date of the Notice of Termination for Convenience and accepted by DTSC that could not by reasonable efforts of the Contractor have been avoided. In no event shall payment for these services and expenses

exceed the maximum amount payable under the Contract. Contractor shall submit to DTSC within thirty (30) calendar days an invoice for the amount that represents the work performed and expenses incurred to the effective date of termination.

### **Travel and Per Diem Payments**

Whenever DTSC specifically authorizes travel and per diem (meals and lodging) reimbursements in a Project Contract and Work Order, such reimbursements shall not exceed rates established by the California Department of Personnel Administration for non-represented State employees (see <http://www.dpa.ca.gov/jobinfo/statetravel.shtml>) and shall not be entitled to any G&A Percentage.

### **Waiver**

No waiver of any breach of this Contract shall be held as a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided herein or by law. The failure of DTSC to enforce at any time any of the provisions of this Contract, or to require at any time performance by Contractor of any of the provisions therefore, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Contract or any part thereof or the right of DTSC to thereafter enforce each and every such provision.

## **EXHIBIT E – Additional Provisions and Definitions**

### **Federal Funding**

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

This Contract is valid and enforceable only if the United States Government makes sufficient funds available to DTSC for the purposes of this program. In addition, this Contract is subject to any additional restrictions, limitations or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

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

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

### **Federal Compliance**

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

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

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

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

### **Federal Mandates**

1. All work under this Contract shall be performed in accordance with applicable statutes, rules and regulations of the Federal government. All applicable Federal statutes and provisions of the Code of Federal Regulations in effect on the date of execution of this Contract are an integral part of this Contract.
2. All applicable contract provisions specified by the Federal Government are an integral part of this Contract.
3. If this Contract is funded in whole or in part by a grant from the United States Environmental Protection Agency, all applicable provisions of Title 40, Parts 31 and 35

(Subpart O), of the Code of Federal Regulations in effect on the date of the Assistance Award for this Project are an integral part of this Contract. Further, Contractor shall comply with the provisions pertaining to conflict of interests set forth at 40 CFR 35.65509(b) (2) (ii).

4. If the principal purpose of this Contract is to create, develop, or improvise products, processes, or methods, or to explore fields which directly concern public health, safety, or welfare; or the Contract is in a field of science or technology in which there has been little significant experience outside of work funded by Federal Assistance, matters regarding rights to inventions and materials generated under the Contract, are subject to regulations issued by the Federal Grantor Agency and the Department. Further this Contract is subject to Federal Grantor Agency requirements and regulations pertaining to reporting and patent rights if the Contract involves research, developmental, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under this Contract as well as Federal Grantor Agency requirements and regulations pertaining to copyrights and rights in data.
5. If this Contract exceeds \$10,000, the Contractor must comply with U. S. Executive order 11246, entitled "Equal Employment Opportunity," as amended by U. S. Executive Order 11375, and as supplemented in U. S. Department of Labor Regulations (Title 41, Chapter 60 of the Code of Federal Regulations).
6. If this Contract exceeds \$100,000 Contractor shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Federal Water Pollution Control Act (33 USC 1368), Section 1424(e) of the Safe Drinking Water Act (42 USC 300h (e)), U. W. Executive Order 11738 and U.S. Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations must be reported to the Department and to the EPA Assistance Administrator for Enforcement.
7. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the Comprehensive Energy Plan for the Commonwealth issued under 4 Pa. Code 5.183, in compliance with the U. S. Energy Policy and Conservation Act (Pub.L. 94 163).
8. If this Contract is a construction contract and exceeds \$2,000, the Contractor shall comply with the Davis-Bacon Act (40 USC 276a to a-7), as supplemented by department of Labor regulations (29 CFA, Part 5), unless exempted from such compliance by the Federal Grantor Agency.
9. In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed on the Excluded Parties List System (EPLS) which is available at: <http://www.epls.gov/>. The list contains the names of persons debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority.
10. Compliance with Executive Order 13202 entitled, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal

and Federally Funded Construction Projects,” (amended April 6, 2001). E.O. 13202 bans the use of mandated union-only workers in Federally funded construction Projects. Unions and contractors may no longer enter into Project labor Contracts for any Project that receives Federal funds, with few exceptions.

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

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

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

### **Compliance with Regulations**

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

### **Nondiscrimination**

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

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

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

### **Information and Reports**

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

### **Sanctions for Noncompliance**

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

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

### **Incorporation of Provisions**

The Contractor shall include the above provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor will take such action with respect to any subcontractor or procurement as the DTSC or any Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the DTSC to enter into such litigation to protect the interest of DTSC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **Subcontracting**

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

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

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

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

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

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

## **Direct and Indirect Costs**

### **31.202 Direct costs.**

- (a) A direct cost is any cost that can be identified specifically with a particular final cost objective. No final cost objective shall have allocated to it as a direct cost any cost, if other costs incurred for the same purpose in like circumstances have been included in any indirect cost pool to be allocated to that or any other final cost objective. Costs identified specifically with the contract are direct costs of the contract and are to be charged directly to the contract. All costs specifically identified with other final cost objectives of the Contractor are direct costs of those cost objectives and are not to be charged to the contract directly or indirectly.
- (b) For reasons of practicality, any direct cost of minor dollar amount may be treated as an indirect cost if the accounting treatment—(1) Is consistently applied to all final cost objectives; and (2) Produces substantially the same results as treating the cost as a direct cost.

### **31.203 Indirect costs.**

- (a) An indirect cost is any cost not directly identified with a single, final cost objective, but identified with two or more final cost objectives or an intermediate cost objective. It is not

subject to treatment as a direct cost. After direct costs have been determined and charged directly to the contract or other work, indirect costs are those remaining to be allocated to the several cost objectives. An indirect cost shall not be allocated to a final cost objective if other costs incurred for the same purpose in like circumstances have been included as a direct cost of that or any other final cost objective.

- (b) Indirect costs shall be accumulated by logical cost groupings with due consideration of the reasons for incurring such costs. Each grouping should be determined so as to permit distribution of the grouping on the basis of the benefits accruing to the several cost objectives. Commonly, manufacturing overhead, selling expenses, and general and administrative (G&A) expenses are separately grouped. Similarly, the particular case may require subdivision of these groupings, *e.g.*, building occupancy costs might be separable from those of personnel administration within the manufacturing overhead group. This necessitates selecting a distribution base common to all cost objectives to which the grouping is to be allocated. The base should be selected so as to permit allocation of the grouping on the basis of the benefits accruing to the several cost objectives. When substantially the same results can be achieved through less precise methods, the number and composition of cost groupings should be governed by practical considerations and should not unduly complicate the allocation.
- (c) Once an appropriate base for distributing indirect costs has been accepted, it shall not be fragmented by removing individual elements. All items properly includable in an indirect cost base should bear a pro rata share of indirect costs irrespective of their acceptance as Government contract costs. For example, when a cost input base is used for the distribution of G&A costs, all items that would properly be part of the cost input base, whether allowable or unallowable, shall be included in the base and bear their pro rata share of G&A costs.
- (d) The Contractor's method of allocating indirect costs shall be in accordance with standards promulgated by the CAS Board, if applicable to the contract; otherwise, the method shall be in accordance with generally accepted accounting principles which are consistently applied. The method may require examination when—(1) Substantial differences occur between the cost patterns of work under the contract and the Contractor's other work; (2) Significant changes occur in the nature of the business, the extent of subcontracting, fixed-asset improvement programs, inventories, the volume of sales and production, manufacturing processes, the Contractor's products, or other relevant circumstances; or (3) Indirect cost groupings developed for a Contractor's primary location are applied to offsite locations. Separate cost groupings for costs allocable to offsite locations may be necessary to permit equitable distribution of costs on the basis of the benefits accruing to the several cost objectives.
- (e) A base period for allocating indirect costs is the cost accounting period during which such costs are incurred and accumulated for distribution to work performed in that period. The criteria and guidance in 48 CFR 9904.406 for selecting the cost accounting periods to be used in allocating indirect costs are incorporated herein for application to contracts subject to full CAS coverage. For contracts subject to modified CAS coverage and for non-CAS-covered contracts, the base period for allocating indirect costs will normally be the Contractor's fiscal year. But a shorter period may be appropriate (1) for Contracts in which performance involves only a minor portion of the fiscal year, or (2) when it is general practice in the industry to use a shorter period. When a contract is performed over an extended period, as many base periods shall be used as are required to represent the period of

contract performance.

- (f) Special care should be exercised in applying the principles of paragraphs (b), (c), and (d) of this section when Government-owned Contractor-operated (GOCO) plants are involved. The distribution of corporate, division, or branch office G&A expenses to such plants operating with little or no dependence on corporate administrative activities may require more precise cost groupings, detailed accounts screening, and carefully developed distribution bases.

**Federal Labor Rate Calculation Model**

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



CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*. This certification includes the cost of pricing data supporting any advance Contracts and forward pricing rate Contracts between the offeror and the Government that are part of the proposal.

Firm\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Date of Execution\*\*\* \_\_\_\_\_

\*Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

\*\*Insert the day, month, and year when price negotiations were concluded and price Contract was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of Contract on price.

\*\*\*Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

CERTIFICATE OF AUDIT PERFORMED

This is to certify that, to the best of my knowledge and belief, the Audit identified was conducted by \_\_\_\_\_ on the following date \_\_\_\_\_. I authorize the release of these findings when requested by the Unit Chief or designee of Contracts, Department of Toxic Substances Control.

Firm\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Date of Execution\*\*\* \_\_\_\_\_

## **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.

### **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. This individual serves as the focal point for all Contracts between the State and the Contractor.

### **Contractor Representative**

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

### **Contractor**

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

### **Construction Phase**

This is oversight of entire construction phase of a Project and shall include attendance at pre-construction starting meeting and final inspection, shop drawing and submittal reviews, Site reviews, written clarification of Construction Documents and processing as-built drawings.

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

These costs are allowable for reimbursement to the extent that they are accounted for under generally accepted accounting principles and are reasonable, allocable and accounted for in a manner consistent with the Contractor's established, usual, and accepted accounting practices in charging costs to its other activities. To be reasonable, direct costs can not exceed that which would be incurred by an ordinary prudent person in the conduct of the competitive business. To

be allocable, direct costs performed in the contract must not be otherwise charged to the contract. Direct costs can not be unlawful under any applicable statute and can not be precluded from allowability by any provision of the particular contract of concern.

### **Director**

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

### **Equipment**

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

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

- All mileage for ground transportation in excess of the rate prescribed by the State for reimbursement of non-represented employees
- All advertisement costs
- All bad debts including losses arising from uncollectible accounts and other claims, such as dishonored checks, employee advances, and related collection and legal costs.
- Unsupported general contingency costs.
- Entertainment costs to include amusements, social activities, and incidental activities relating thereto, such as meals, beverages, lodging, transportation and gratuities.
- All interest, fines and penalties paid on delinquent taxes
- All other fines and penalties except those incurred as a direct result of compliance with a specific provision of the contract.
- All gifts, contributions, and donations
- Losses incurred under other contracts
- All Federal income taxes and Federal excess profit taxes
- All taxes from which the Contractor could have obtained an exemption, but failed to do so
- Litigation costs (filing fees, legal fees, expert witness fees, and all other costs involved in litigating claims in court or before an administrative board.
- Pre-contract costs incurred prior to the effective date of the contract directly pursuant to and in anticipation of the award of the contract.
- Costs incurred preparing, submitting and supporting bids and proposals.
- Actual losses that could have been covered by permissible insurance or were expressly covered by self-insurance.

### **Field Order**

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

### **Fully Loaded Rates**

Fully loaded rates are what the state will pay for. The State considers the following items to be part of fully loaded rates: all salaries, indirect costs consistent with cost accounting practices, prevailing wage rates (including all record keeping relating to prevailing wage rates, apprenticeship programs and potential penalties), overhead, metric conversion expenses, monthly expenditure tracking, coordination and oversight of Contractor, general and administrative expenses, including bookkeeping, accountants, and 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 as a bid rate item.

The following items shall be provided by the Contractor: sampling equipment (jars, coolers, markers, paper towels, etc.); real time hand-held monitoring equipment (dust meters, PID, etc.); small hand tools (hammer, shovels, wrenches screwdrivers, push brooms, pliers, drills, saws, distance wheels, utility knives, mops, ladders, post hole digger, rakes, sledge hammer, etc.); and health and safety equipment and supplies (drinking water, Gatorade, ChapStick, sunscreen, First Aid kit, fire extinguisher, protective clothing for level D, including coverall, hard hats, eye protection, steel-toed boots, rain gear, respiratory equipment; work gloves, decontamination equipment, shop towels, liner bags, hand cleaners, buckets, soap and scrub brushes, tarps for decontamination areas, cleaning solutions, air horns, etc.) necessary to perform as required in a manner consistent with normal industry standards, except such equipment as are included as a bid rate item.

Travel and per diem (lodging and meals) are not to be included in each bid 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 Personnel Administration (DPA) for non-represented employees. (See website: <http://www.dpa.ca.gov/jobinfo/statetravel.shtm>). 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 Contractor to manage work orders for a specific Project/Site as issued under the terms of the Contract.

### **Project Contract**

This is the Site-specific or individual Project Contract that authorizes the Contractor to perform activities/tasks under the Regional Site Remediation Contract (RSRC). The Project Contract (PA) identifies the scope of work, the schedule for providing Project related services, and a

budget based on Bid Rates in Exhibit B. PA's are implemented by Work Orders issued by the DTSC Contract Manager.

**Project Budget**

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

**Project Manager**

The person or firm designated by the State to coordinate all activities performed by each Contractor assigned work at a specific Site. Under the direction of the Contract Manager, the Project Manager may serve as the focal point for all work, required reports, billing, and work certification required by the Contract. A State employee will generally carry out these responsibilities or Contractor hired specifically for this purpose.

**Project Representative**

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

**Resource Package**

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

**Responsible Managing Employee (RME)**

For the purposes of this IFB/RSRC Contract, a RME is an employee of a company that is bidding on this Contract and whose work experience from former companies can be counted toward the minimum qualifications (Item 8, 9, 10, 11 and 12 of Section B, Bidder Minimum Qualifications in this IFB). However, the employee represented as the RME must be one of the staff resources identified within the bidders' submittal and must be an employee of the bidding company, If the bidding company has been in existence less than four (4) years, and then the RME must have held the general engineering license for more than five years.

**Standby Time**

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

**State**

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

**Subcontractor**

A legal entity hired directly by Contractor to perform some designated portion of the work Contractor has agreed to perform for the State. 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 (aka the Bidder's Cost Sheets) for the Contractor, but the Contractor decides to provide that labor category through a subcontractor, reimbursement for that labor category shall be at cost (including any applicable indirect costs), but shall not in any event exceed the bid rate established in this Contract for that labor category for the Contractor.

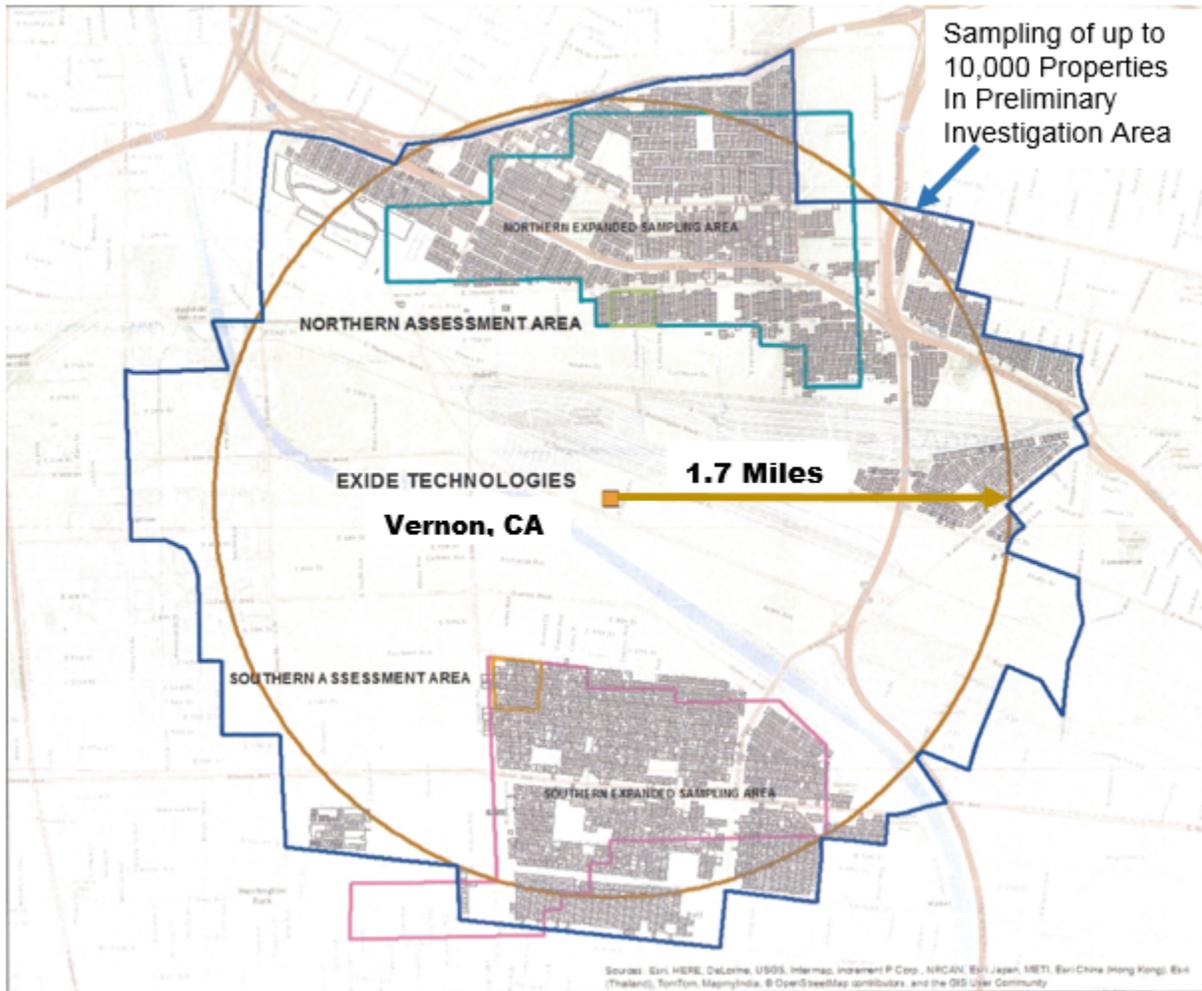
**Work Order**

The written mechanism used by the Contract Manager for implementing the terms and conditions of the Project 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.

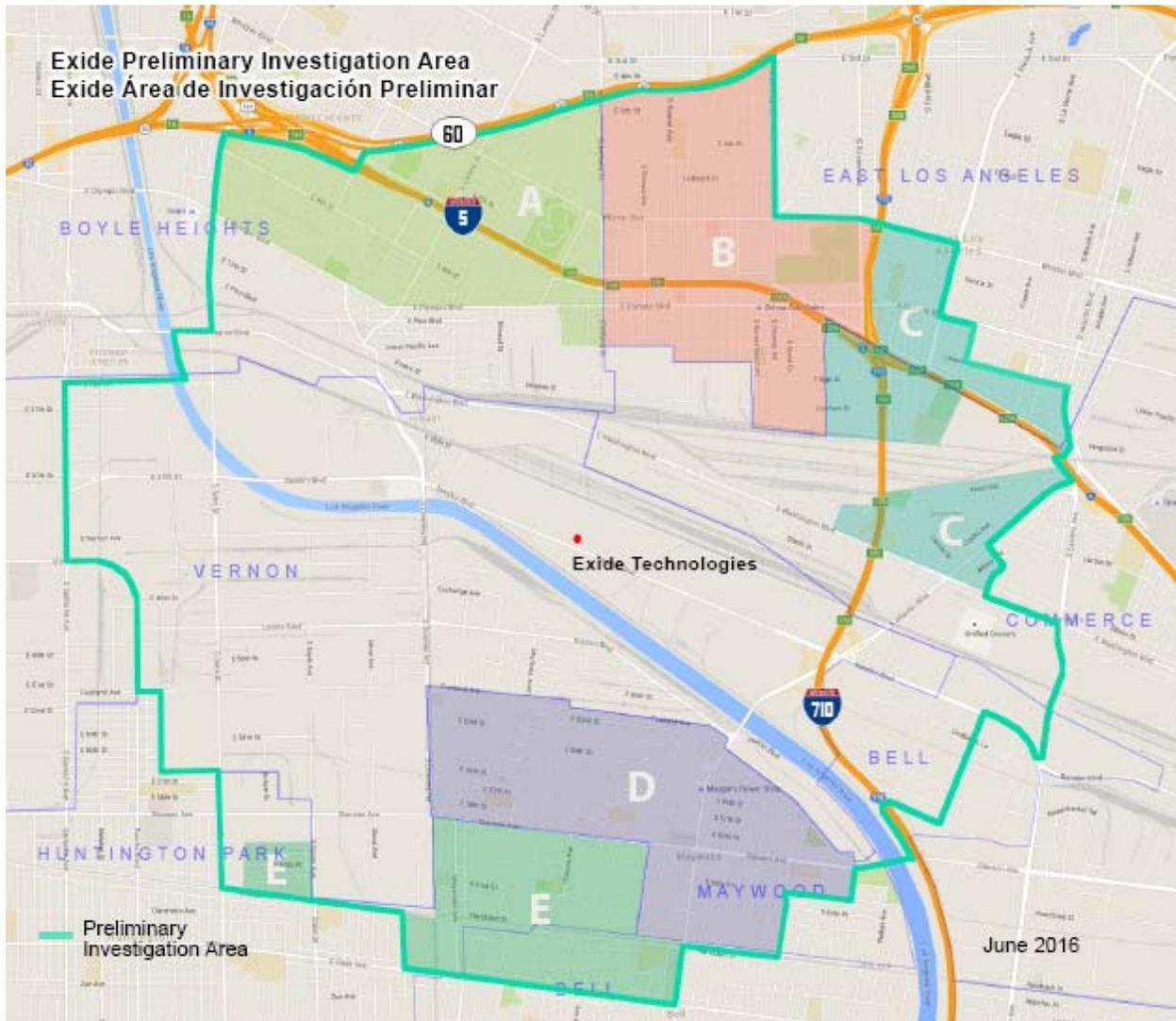
Work Orders are issued by the Contract Manager or designee and require the Contractor to perform Site-specific service for a specified dollar amount.

Work Orders do not encumber funds. Work Orders are based on the cost and rates included in Exhibit B of this Contract. Work Orders may include non-bid 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 Contractor invoices for payment purposes.

**FIGURE 1 - Project Location Map**



**FIGURE 2 – Preliminary Investigation Areas**



**ATTACHMENT 1 – Work Plan for Sampling and Analysis of Properties in the Vicinity of the Exide Facility**

The existing Work Plan to be revised per **Exhibit A, Task 4: Work Plan Revisions and Certification** can be found on DTSC's website at the following link:

[https://www.dtsc.ca.gov/HazardousWaste/Projects/upload/Exide\\_Adv-Grp\\_Sampling-workplan.pdf](https://www.dtsc.ca.gov/HazardousWaste/Projects/upload/Exide_Adv-Grp_Sampling-workplan.pdf)

**ATTACHMENT 2 - Work Order Approval Form**

**WORK ORDER APPROVAL FORM  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL (DTSC)  
HAZARDOUS SUBSTANCES/MATERIALS SITE REMEDIATION**

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 3 - Field Order Form**

**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

**ATTACHMENT 4 – Local Hire Employment Plan**

The Local Hire Employment Plan (LHEP) serves as a guide to potential Contractors/Subcontractors/Employers (C/S/E’s) to meet the Department of Toxic Substances Control (DTSC)’s local hire requirements of Community Area Residents working at least 40% of total hours and Disadvantaged Workers working at least 25% of total hours. The C/S/E may use their own format to describe how they will meet DTSC’s local hire requirements, but it is required to provide an LHEP to DTSC for review. The “Project” refers to “XRF Scanning, Sampling, and Analysis for approximately 8,500 Properties in the Vicinity of the PIA.”

**Contractor/Subcontractor/Employer (C/S/E) Information**

Project Name	Prime C/S/E Contact Person
Prime C/S/E Name	Prime C/S/E Contact Phone
Prime C/S/E Address	Prime C/S/E Fax
Prime C/S/E Phone	Prime C/S/E Email

Project Name	Sub- C/S/E Contact Person
Sub- C/S/E Name	Sub- C/S/E Contact Phone
Sub- C/S/E Address	Sub- C/S/E Fax
Sub- C/S/E Phone	Sub- C/S/E Email

Hiring Manager or Jobs Coordinator	
Other Staff involved with selection and hiring of personnel for this project	

Project Information and Staff

Project Name	
Address of Project	
Estimated Start of Project	
Approximate Period of Employment	
Occupations Required for the Project	

LHEP Details and Information

The Local Hire Employment Plan (LHEP) should explain how the C/S/E plans to fulfill all of DTSC's local hire requirements.

At minimum, the following questions should be addressed:

1. How many workers and worker hours are expected to complete the project?
2. Has the C/S/E coordinated with potential hiring sources to meet the local hire requirements? If so, briefly describe some of the communication that has taken place and how they will assist the C/S/E in attaining DTSC's local hire requirements.
3. List the C/S/E's strategies that will assist in meeting DTSC's local hire requirements
4. What can your company do prior to the start of the project?
5. As the project progresses, how do you intend to maintain DTSC's local hire goals?
6. As the project comes to a close, how can the required local hire requirements be maintained?

Local Recruitment Source Contact Log

All C/S/E's shall document their contact with local recruitment sources such as City Work Source Center, Community Based Organizations (CBO), Faith Based Organizations (FBO), or other non-profit organizations. C/S/E's should demonstrate outreach efforts for instances when the C/S/E was not dispatched a local and/or disadvantaged worker by the Union hiring hall and/or Jobs Coordinator. Please use this contact log to document any conversations and connections for local recruitment (add additional rows as needed).

Date / Time	Caller	Recruitment Source	Phone Number	Contact Person	Notes

### LHEP Completeness Checklist

A checklist to assist your C/S/E's proper planning, project scheduling timeline, and worker utilization to achieve DTSC's local hire requirements.

- Local Hire Employment Plan

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- Keep all documentation to showing proof of requests for workers.

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- Tier 1 zip code areas have priority over Tier 2 zip code areas.

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- Multi-lingual Outreach

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- The C/S/E is responsible for meeting DTSC's local hire requirements.

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- Local Recruitment Source Contact Log

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- Hire/Refusal of Employees documentation

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- Other documentation (ex. Emails and forms) related to the Project

### Hire/Refusal of Local Hire Employees

All C/S/E's retain authority in making individual hiring decisions. However, in the event that a referred worker is refused, the C/S/E should document the type of worker referred (e.g. local, disadvantaged) and describe the reason(s) why the worker was refused.