



Jared Blumenfeld
Secretary for
Environmental Protection



Department of Toxic Substances Control

Meredith Williams, Ph.D., Director
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806



Gavin Newsom
Governor

October 30, 2020

Wael Ibrahim
National Engineering & Consulting Group Inc.
15 Hammond, Suite 309
Irvine, CA 92618

Subject: Contract Number 20-T4851

Dear Mr. Ibrahim:

Enclosed for your records is a copy of the fully executed Standard Agreement for the above-mentioned Contract.

Thank you for your cooperation during the entire process. If you have any questions, please contact me at 916.323.0245.

Sincerely,

Darcy Christoffersen

Darcy Christoffersen
Contracts Unit

Enclosure(s)

cc: Dania H. Akhal, NEC
Gary DellaVecchia, NEC
Jagroop Khela, DTSC
Hortensia Muniz, DTSC
Tim Crick, DTSC
Mehdi Bettahar, DTSC

FULLY EXECUTED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20-T4851

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of Toxic Substances Control

CONTRACTOR NAME

National Engineering & Consulting Group Inc.

2. The term of this Agreement is:

START DATE

Upon Approval

THROUGH END DATE

December 31, 2021

3. The maximum amount of this Agreement is:

\$1,530,999.50

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.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	29
	Attachment 1: Targeted Hiring Program	
	Attachment 2: Craft Request Form	
	Attachment 3: List of Properties	
	Attachment 4: South Coast Air Quality Management District Rule 1466 Compliance Matrix	
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	General Terms and Conditions	04/2017
Exhibit D	Special Terms and Conditions	3
	Exhibits A, B, C, D, and E of the Regional Site Remediation Contract 17-T4308 remain in effect.	
	SITE: Exide	

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

National Engineering & Consulting Group Inc.

CONTRACTOR BUSINESS ADDRESS

15 Hammond, Suite 309

CITY

Irvine

STATE

CA

ZIP

92618

PRINTED NAME OF PERSON SIGNING

Wael Ibrahim

TITLE

CFO

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



10/27/2020

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20-T4851

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Toxic Substances Control

CONTRACTING AGENCY ADDRESS

1001 I Street, P.O. Box 806

CITY

Sacramento

STATE

CA

ZIP

95812

PRINTED NAME OF PERSON SIGNING

Francesca Negri

TITLE

Chief Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

10.28.2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

EXHIBIT A

SCOPE OF WORK

1. National Engineering & Consulting Group Inc. (Contractor) agrees to enter into this Contract with the Department of Toxic Substances Control (DTSC) to provide personnel, services, materials, and equipment necessary to remove lead-impacted soil from up to seven (7) sensitive land use properties within the Preliminary Investigation Area (PIA), which is the area within an approximately 1.7-mile radius of the former Exide Technologies, Inc. (Exide) lead-acid battery recycling facility located at 2700 Indiana Street in Vernon, California (hereafter, "former Exide facility"). The seven (7) sensitive land use properties are identified in Attachment 3 to Exhibit A.

This Contract is a project specific Contract awarded by DTSC pursuant to Regional Site Remediation Contract 17-T4308. Except as otherwise provided herein, the Scope of Work (Exhibit A), Budget Detail and Payment Provisions, including the Cost Rates (Exhibit B), and all other terms and conditions in Exhibits C, D, and E from Regional Site Remediation Contract 17-T4308 are hereby incorporated into this Contract. This Contract only uses state funds and the federal requirements in Exhibits D and E are not applicable. All work performed under this Contract will be directed by a Work Order as set forth in Section 6 of Regional Site Remediation Contract 17-T4308.

2. The DTSC Contract Manager and Contractor Representative during the term of this Contract will be:

DTSC Contract Manager

Jagroop Khela, MS, MBA, MSFAIM
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826
Phone: (916) 255-6419
Email: jagroop.khela@dtsc.ca.gov

Contractor Representative

Wael Ibrahim, CFO
National Engineering Consulting Group Inc.
15 Hammond, Suite 309
Irvine, California 92618
Phone: (562) 608-8181
Email: wibrahim@groupnec.com

The DTSC Project Manager and Contractor Project Manager for this Contract will be:

DTSC Project Manager

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

Contractor Project Manager

Gary DellaVecchia, Program Manager
National Engineering Consulting Group Inc.
15 Hammond, Suite 309
Irvine, California 92618
Phone: (562) 608-8181
Email: gdellavecchia@groupnec.com

The DTSC Contract Administrator for this Contract will be:

DTSC Contract Administrator

Roselyn Cope
Department of Toxic Substances Control
1001 I Street, PO Box 806
Sacramento, California 95812
Phone: (916) 322-4661
Email: roselyn.cope@dtsc.ca.gov

3. The above Managers/Representatives may be changed at any time upon written notification to each party with a copy to DTSC's Contracts Unit.

4. **Site Description**

Activities conducted at the former Exide facility have contributed to contamination of offsite properties. Preliminary analysis of soil data by DTSC indicates that lead from Exide's emissions may have affected soil as far as 1.7 miles away from the Facility. Approximately 10,000 residential-zone properties are within the 1.7-mile radius of the Facility, also referred to as the PIA.

DTSC is implementing Time Critical Removal Actions (TCRAs) to reduce the risk to public health and the environment from exposure to lead-impacted soil at properties around the former Exide facility. The *Time Critical Removal Action Implementation Plan*, the *Amended TCRA Guidance*, and *Steps in DTSC's Time Critical Removal Action Cleanup Process*, October 23, 2020¹, and any modifications, amendments, or addenda thereto subsequently approved by DTSC (TCRA Implementation Plan) sets forth the procedures the Contractor must follow to implement TCRAs in the PIA. DTSC will provide Contractor with a TCRA Action Memorandum for each property that sets forth the justification and specifications for implementation of a TCRA at each property. Excavation work by Contractor must be conducted in accordance with the procedures identified in the *Final Offsite Interim Remedial Measures Work Plan*, November 2015², and any modifications, amendments, or addenda thereto subsequently approved by DTSC (IRMW).

5. **Objectives**

For each property subject to this Contract, the Scope of Work includes tasks necessary for the safe excavation, transportation, and disposal of lead. The tasks include: 1) pre-mobilization activities; 2) soil removal and disposal activities; 3) property restoration activities; and 4) closure reporting activities. In the event there are any discrepancies between the Scope of Work and the TCRA Implementation Plan, TCRA Action Memorandum, and IRMW, the most recent DTSC-approved versions of the TCRA Implementation Plan and IRMW shall govern.

¹ See Amended Time Critical Removal Action Implementation Plan for the Exide Preliminary Investigation Area at https://www.envirostor.dtsc.ca.gov/public/profile_report?global_id=60002267

² See Final Offsite Interim Remedial Measures Work Plan at https://dtsc.ca.gov/exide-home/#Key_Project_Documents_&_Resources

All technical reports must be prepared under the direction of a professional engineer or geologist registered in California. Project Management includes but, is not limited to, the following:

- A. A Project Manager to provide adequate resources to accomplish the Workplan tasks in accordance with the established quality standards and schedules, and to monitor and report on the progress of the work. The Project Manager will manage subcontracts, project invoicing, and cost accounting. This will include preparation of auditable invoices for project expenses *for each property* and closeout reports for each property including the cost and work performed *at each property*.
- B. A California licensed Engineer or Geologist who will be in charge of, and responsible for, the project.
- C. A Foreman and Certified Industrial Hygienist to ensure all field activities are performed in a safe manner.

6. **Description of Services**

A. **Task 1: Premobilization Activities**

All activities necessary for preparing the safe excavation, transportation, and disposal of contaminated soil from designated properties. This task includes, but is not limited to, the following:

- Obtaining from DTSC a property owner access agreement for each property;
- Scheduling and conducting Preconstruction Meetings support as needed;
- Performing a preconstruction photographic log documenting property conditions prior to start;
- Preparing the site for construction activities including identifying site access procedures, work notices and permits;
- Ensuring utility clearance in and around planned excavations;
- Conducting inventory of the existing site conditions;
- Protecting existing structures, utilities, and landscape that will not be removed; and
- Implementing other site-specific precautionary measures, as necessary, pursuant to DTSC's Temporary Relocation and Compensation Implementation Plan dated March 29, 2018, and any modifications, amendments, or addenda thereto approved by DTSC (Relocation Plan).

(See, e.g., *IRMW*, November 2015 or as amended, sections 2.1.3 - 2.1.6, 2.2, 3.4; see also Attachment 3 of the *TCRA Implementation Plan*.)

B. Task 2: Soil Removal and Disposal

This task includes all activities necessary for the safe excavation, transportation, and disposal of lead contaminated soil from each of the up to seven (7) properties in accordance with the IRMW, TCRA Implementation Plan, TCRA Action Memorandum, and South Coast Air Quality Management District Rule 1466 (see Attachment 4 to Exhibit A). This task includes, but is not limited to the following:

- Mobilizing and demobilizing equipment to and from the site;
- Conducting site safety meetings prior to excavation activities;
- Excavating, transporting, and disposing of contaminated topsoil and vegetation;
- Removing, transporting, and disposing of subsurface contaminated soil up to 18 inches from the original ground surface;
- Providing dust and erosion control;
- Performing all necessary health and safety monitoring and measures; and
- Post-excavation confirmation sampling of the excavation area from DTSC approved locations analyzed by a State of California certified laboratory to verify that the lead concentrations at the property are below the 95 UCL of 80 mg/kg prior to backfilling.

(See, e.g., *Final Offsite Interim Remedial Measures Work Plan (IRMW)*, November 2015 or as amended, sections 2.1.7 - 2.1.17, 2.2, 3.4; see also Attachment 3 of the *TCRA Implementation Plan*.)

C. Task 3: Property Restoration

Once removal of contaminated soil is complete, excavation areas will be backfilled and compacted with up to 12 inches of imported clean structural fill material and six (6) inches of clean topsoil. The soil cover will be selected by the property owner and consist of either mulch, sod, lava rock, or green or sustainable landscaping. The soil cover will be selected by the property owner and consist of either sod or mechanically shredded mulches from pine, cypress, or cedar and capable of forming an interlocking mat following placement, dry tolerant growth or gravel. Property restoration will include:

- Contractor shall coordinate with property owners, occupants, and DTSC staff;
- With prior DTSC written approval, Contractor shall provide up to \$1,000.00 for the property owner for replacement of landscaping and water usage during the excavation activities with prior approval DTSC written approval;

- With prior DTSC written approval, Contractor shall provide up to \$1,000.00 for the day care center as compensation for documented lost wages;
- Contractor shall perform interior cleaning of the facility by a specialized cleaning service.

(See DTSC Temporary Relocation and Compensation Implementation Plan (https://dtsc.ca.gov/exide-home/#Key_Project_Documents_&_Resources); See also *IRMW*, November 2015, sections 2.1.13 - 2.1.19, 2.2, 3.4; see also Attachment 3 of the *TCRA Implementation Plan*.)

D. Task 4: Letter of Completion

For each property specified under this Contract, the Contractor will prepare a Letter of Completion (LOC) and submit the LOC to DTSC for review and approval following the completion of remedial activities. The LOC will document the removal activities that were completed at the property and will be used to document residual impacts remaining in subsurface soil, if any. The LOC will provide an overview of the project and must include the following:

- Documentation of project activities, sample locations, analytical results for lead, findings, and recommendations;
- Signed access agreements;
- Interior cleaning compensation (if required);
- Signed inspection/agreement form;
- Tables presenting sampling results from previous X-ray fluorescence spectroscopy devices (XRF) and fixed laboratory analyses of soil samples;
- Figures that illustrate the work areas and sample locations;
- A photographic chronology of the project included as an attachment; and
- Laboratory data reports.

(See, e.g., *IRMW*, section 3.5.)

7. Health and Safety Plan

Contractor must comply with the Health and Safety Plan³, as amended, for the Site.

³ See Health & Safety Plan at <https://dtsc.ca.gov/residential-cleanup/> and https://www.envirostor.dtsc.ca.gov/public/profile_report?global_id=60002267

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

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

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

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

The Contractor and subcontractors may contact DIR to obtain authoritative and complete instructions regarding their responsibilities regarding prevailing wage requirements and other requirements described above. Oral statements by DTSC staff regarding

responsibilities of the Contractor and subcontractors regarding the above-referenced laws may not be relied upon by the Contractor. DTSC will take cognizance of violations of the above-referenced laws, regulations, and guidelines, and will assist DIR in monitoring and enforcement actions, including by withholding amounts due as required by California Labor Code section 1727, notwithstanding any other provisions of this Contract.

9. **Accessibility Requirements**

Contractor must ensure that all products and services submitted, uploaded, or otherwise provided by the Contractor and its subcontractors under this Contract, including but not limited to data, plans, drawings, specifications, reports created under this Contract, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Contract (collectively, the "Work"), meet the accessibility requirements set forth in Government Code sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the "Accessibility Requirements"). DTSC may request documentation from the Contractor of compliance with the Accessibility Requirements and may perform testing to verify compliance. Contractor must bring into compliance, at no cost to DTSC, any Work by Contractor or its subcontractors not meeting the Accessibility Requirements. If Contractor fails to bring its or its subcontractors' Work into compliance with the Accessibility Requirements within five (5) business days of written notice from DTSC, or within the timeframe specified by DTSC in its notice, Contractor will be responsible for all costs incurred by DTSC in Contractor's or its subcontractors' Work into compliance with the Accessibility Requirements.

10. **Cultural Sensitivity Training**

Before placing personnel in the field, the Contractor shall require all of its key field personnel, managers and supervisors, and all of its subcontractors' key field personnel, managers, and supervisors to complete a DTSC-approved cultural sensitivity training program provided by a DTSC approved organization. If necessary, the Contractor shall submit a written request to DTSC's Project Manager to modify the DTSC-approved cultural sensitivity training program and obtain DTSC's written approval of that request. Once the cultural sensitivity training is complete, the Contractor shall provide brief "tail-gate" training session with all workers before any field activities begin at each property. This training shall include providing all workers a DTSC-approved brief sensitivity training guide handout. The Contractor shall track completion of cultural sensitivity training by all field personnel, managers, and supervisors, and provide DTSC with proof that all field personnel, managers, and supervisors have completed cultural sensitivity training before placement in the field. All costs associated with ensuring completion of the required cultural sensitivity training shall be paid by the Contractor.

11. **Cultural Resources Sensitivity Training**

Contractor shall retain a qualified, DTSC-approved archaeologist who shall conduct a Cultural Resources Sensitivity Training Session focusing on how to identify archaeological resources that may be encountered during earthmoving activities and the procedures to be followed in such an event. The Contractor and all subcontractors engaged to perform any

earthmoving activities shall ensure that all managers and supervisors attend a Cultural Resources Sensitivity Training session with the DTSC-approved archaeologist prior to engaging in any earthmoving activities. Contractor will provide Cultural Resources Sensitivity Training and DTSC-approved materials to all appropriate field personnel prior to their engagement in earthmoving activities. All costs associated with compliance with the requirements of this Section shall be paid by the Contractor.

12. **Information Security Training**

The Contractor shall require all personnel with access to DTSC information assets, including Office365 and Environmental Quality Information Systems (EQUS) to complete the Security Awareness Training before being granted access to any DTSC information assets. The Contractor will provide DTSC with evidence of such registration, pursuant to California Labor Code section 1771.1, subdivision (b).

13. **Project Labor Agreement**

The Contractor and all subcontractors shall comply with the Project Labor Agreement covering construction work under this Contract (including any modifications, amendments, or addenda thereto subsequently approved by DTSC). The Project Labor Agreement was entered into by DTSC, the Los Angeles/Orange Counties Building and Construction Trades Council, and the Signatory Craft Councils and Unions pursuant to Public Contract Code section 2500, subdivision (a). This Project Labor Agreement allows participation of contractors in the Project regardless of their status as a signatory to a collective bargaining agreement. Prior to the commencement of work, the Contractor agrees to provide DTSC with a signed Letter of Assent (Attachment A to the Project Labor Agreement) confirming that it agrees to be bound by the Project Labor Agreement and that it shall require all of its subcontractors to be similarly bound. The Contractor agrees to obtain, and provide to DTSC, a signed Letter of Assent from any subcontractor prior to their performance of work within the scope of the Contract.

14. **Targeted Hiring Program**

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

ATTACHMENT 1

TARGETED HIRING PROGRAM

DTSC's Targeted Hiring Program for the Exide Cleanup Project aims to meaningfully engage communities affected by contamination attributed to aerial and other fugitive releases from the former Exide Facility and cleanup activities, by promoting training and employment opportunities for Community Residents, Local Residents, Transitional Workers, and New Environmental Workers. The goals of the Targeted Hiring Program are to: (1) successfully train those identified for short-term jobs related to the Exide Cleanup Project, and (2) provide long-term sustainable career opportunities in the environmental field and related trades. To advance these purposes, DTSC has established the Workforce for Environmental Restoration in Communities (WERC) training program, training workers in 2016 and 2017 in preparation for the Exide Cleanup.⁴

The Contractor and all subcontractors shall implement and comply with the Targeted Hiring Program for this project. In addition, the Project Labor Agreement, executed by DTSC, covering construction work under this contract contains specified processes by which applicable trade unions will facilitate contractor compliance with the Targeted Hiring Program.

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

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

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

⁴ <https://www.dtsc.ca.gov/HazardousWaste/Projects/WorkforceDev.cfm>

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

II. Percentage Goals

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

- A. Community Residents: 20%
- B. Local Residents: 30%
- C. Transitional Workers: 25%

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

III. Contractor Hiring Responsibilities

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

A. Assignment of existing crew members:

- i. Union-Signatory Contractors: The Contractor shall assign any existing crew members that fit the Percentage Goal categories, until the Percentage Goals are satisfied. (If the Contractor cannot satisfy the Percentage Goals through assignment of existing crew members, the Contractor shall use union hiring hall referral system described below for any workers needed to satisfy percentage goals.)
- ii. Non-union-Signatory Contractors: When assigning existing crew members to the job, the Contractor shall prioritize assignment of crew members that fit Percentage Goal categories. For all hires after the first 10 workers, the Contractor shall use the Union Hiring Hall referral system described below.

B. Union Hiring Hall Referrals:

- i. When the Contractor requests workers from the union hiring hall, it shall utilize the Craft Request Form provided as Attachment 2 to Exhibit A, and indicate any needed categories of workers to meet the Percentage Goals. (If Contractor has already met Target Hiring Program goals at time of request, it instead makes a general request to the union hiring hall, using the attached Craft Request Form.) If the union hiring hall has not sent sufficient workers in the requested category within two business days, the Contractor shall request workers in that category from other sources designated by DTSC, including the WERC Program. If other sources do not send sufficient qualified workers in the requested category within five business days of the request, the Contractor shall contact the union hiring hall, for standard referrals from the hiring hall list sufficient to meet the Contractor's workforce needs.

IV. Miscellaneous.

- A. Monitoring. The Contractor shall provide information as requested by DTSC or its designee, and access to job sites and employees as requested, to enable determination of compliance with requirements of the Targeted Hiring Program.

- B. Subcontracts. Contractors shall include compliance with the Targeted Hiring Program as a material term of all subcontracts. The successful Contractor shall be liable for any breach of the Targeted Hiring Program by any subcontractor of any tier.
- C. Assurance Regarding Preexisting Contracts. Each Contractor warrants and represents that as of the date that a contract incorporating the Targeted Hiring Program became effective, it has executed no contract pertaining to the project that would have violated the Targeted Hiring Program had it been executed after that date, or would interfere with fulfillment of or conflict with any of the terms of the Targeted Hiring Program. If, despite this assurance, an entity that has agreed to comply with the Targeted Hiring Program has entered into such a contract, then upon request from DTSC it shall either amend that contract to include the provisions required by the Targeted Hiring Program, or terminate that contract.
- D. Liquidated Damages. If the Prime Contractor fails to satisfy one or more of the Percentage Goals for the project as a whole, or to demonstrate that each of its Contractors took good faith efforts to satisfy all Percentage Goals, then the Prime Contractor shall owe to DTSC as liquidated damages an amount equal to the minimum journeyman level wage under the prevailing wage classification for the Construction Trade in question, for each hour short of the Percentage Goals. Compliance and liquidated damages will be assessed on an annual basis. Liquidated damages may be withheld from progress payments or final payment from DTSC, upon the Prime Contractor's receipt of a written non-compliance determination by DTSC.
- E. Out-of-State Workers. The Targeted Hiring Program does not apply to Project Work hours performed by residents of states other than the State of California (and such hours shall not be considered Project Work Hours for purposes of determining satisfaction of the Percentage Goals).

ATTACHMENT 2

CRAFT REQUEST FORM

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

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

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

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

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

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

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

CONTRACTOR USE ONLY

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

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

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

Please have worker(s) report to the following work address indicated below:
 Project Name: _____ Site: _____ Address: _____
 Report to: _____ On-site Tel: _____ On-site Fax: _____
 Comment or Special Instructions:

UNION USE ONLY:

Date dispatch request received:
 Dispatch received by:
 Classification of worker requested:
 Classification of worker dispatched:

WORKER REFERRED

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

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

ATTACHMENT 3

LIST OF PROPERTIES

Property ID:	APN:	Address:	Facility Type:
P0005	6317021907	6330 Pine Ave, Bell, CA 90201	Park
P0006	6317021900	4411 Gage Ave, Bell, CA 90201	Park
P0009	6311026902	5515 Maywood Ave, Maywood, CA 90270	Park
S0004	5188008039	3607 Whittier Blvd Los Angeles CA 90023	School
SCH-03	6317002030	4430 East 60th St Maywood CA 90270	School
S0011	5188024900	1016 S Fresno St, Los Angeles, CA 90023	Daycare
S0001	6314023910	4803 E 58th St, Maywood, CA 90270	Daycare

ATTACHMENT 4

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE 1466 COMPLIANCE MATRIX

South Coast Air Quality Management District Rule 1466 Compliance Matrix⁵	
Provision of Rule 1466	Required Actions For Compliance with Rule 1466 Requirements
Rule 1466 requires notifications prior to beginning all earth-moving activities and when ambient PM ₁₀ dust concentration limits are exceeded.	Submit all Rule 1466 notifications to Rule1466@aqmd.gov . SCAQMD is working on a web notification tool that will be available shortly.
(k)(4) Earth-moving activities consisting only of excavation activities of soil with applicable toxic air contaminant(s) of less than 500 cubic yards, directly loaded into a truck or bin for transport, shall be exempt from all requirements except: paragraphs (e)(2) through (e)(8), paragraph (e)(11), and subdivisions (f), (h), and (i). The owner or operator or designating agency may use an alternative to directly load into a truck or bin for transport that meets the objectives and effectiveness of directly loading soil, where the objective and effectiveness is stated in Appendix 2. Use of alternative measure must be submitted and approved by the Executive Officer as specified under subdivision (j).	<p>Requirements for approved alternative</p> <p>The cumulative volume of soil excavated at contiguous properties may not exceed 500 cubic yards.</p> <p>Soil removed will be stockpiled on top of plastic sheeting adjacent to excavation areas and transferred to a haul truck expeditiously. As the lead-impacted soil is excavated, it will be loaded directly into a haul truck or into one cubic yard Super Sack and then into a haul truck.</p> <p>Super Sacks will be only used to transfer soil from the yard(s) to haul trucks; they will be emptied into the haul truck. The height of the drop will be minimized to ensure that there is no visible dust during the process. A freeboard of 1 foot is maintained above the top of the soil in the Super Sacks. Since the soil is wet, the potential for the generation of fugitive dust will be minimized. Furthermore, the following additional Health and Safety measures must be implemented during the excavation activities to ensure no dust will be generated:</p> <ul style="list-style-type: none"> • Water will be sprayed on the soil to minimize fugitive dust. • Dust monitoring will be conducted daily to ensure that so that no dust will be generated. <p>Signage must be posted similar to Rule 403 and</p>

⁵ Paragraph 5, Subtask 2, of this Contract provides that the Contractor shall comply with the provisions of SCAQMD Rule 1466. This Exhibits, setting forth applicable requirements of Rule 1466, is provided for the convenience of the Contractor. In the event of a discrepancy between this Matrix and any provision of Rule 1466, Rule 1466 governs.

South Coast Air Quality Management District Rule 1466 Compliance Matrix⁵	
Provision of Rule 1466	Required Actions For Compliance with Rule 1466 Requirements
	<p>Rule 1466 requirements, which include posting the SCAQMD's complaint hotline. The signage may read:</p> <p style="text-align: center;">TO REPORT ANY DUST LEAVING THE SITE, PLEASE CALL [DTSC CONTACT] OR THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT AT 1-800-CUT SMOG.</p> <p>The sign will be placed at the front of the property that will display appropriate contact information and a toll-free hotline for additional information. From 8:00 a.m. to 5:00 p.m., the hotline will be answered by a bilingual representative who will collect caller information and forward the inquiry to the appropriate DTSC representative. During non-business hours, calls to the hotline will be directed to voicemail, which is checked daily during normal business hours. In the event of an emergency, residents, the hotline staff, or a contractor may call the Office of Emergency Services at (800) 852-7550.</p> <p>The Contractor must comply with SCAQMD Rule 403(d)(1)(A), which states:</p> <p style="text-align: center;">No person shall cause or allow the emissions of fugitive dust from any active operation, open storage pile, or disturbed surface area such that the dust remains visible in the atmosphere beyond the property line of the emission source.</p>
<p>(e)(2) An owner or operator conducting earth-moving activities shall:</p> <p>(A) Adequately wet to the depth of earth-moving activity and allow time for penetration; and</p> <p>(B) Adequately wet at frequencies to prevent the generation of visible dust plumes.</p>	<p>The Contractor must fully comply with this provision.</p> <p>The Contractor will comply with all requirements of the TCRA Implementation Plan and the IRMW, including dust suppression measures and health and safety requirements, without limitation:</p> <ul style="list-style-type: none"> • Spray of water • Spray of water amended with environmentally safe additives (e.g., Simple Green, Envirotech

South Coast Air Quality Management District Rule 1466 Compliance Matrix⁵	
Provision of Rule 1466	Required Actions For Compliance with Rule 1466 Requirements
	<p>Vapor Suppression, or equivalent)</p> <ul style="list-style-type: none"> • Application of chemical foams <p>To control the possible generation and migration of dust during the excavation and handling of waste, the Contractor will implement the following procedures:</p> <ul style="list-style-type: none"> • Apply water directly to the active excavation prior to soil disturbance. Also apply water during the truck loading operations, as appropriate. • Promptly apply water to excavation, loading, or unloading operations upon any observance of dust. • Control dust during operation of trucks by not allowing waste to be dropped from heights above the top rail of the truck body. • For days on which wind speeds exceed 20 mph, cease work and immediately secure or cover excavation areas and soils in a manner that does not generate fugitive lead dust. • Regularly inspect all rear gate seals and locking mechanisms on waste transport vehicles in order to prevent spillage and dust production. • HEPA-vacuum the trucks before they leave the loading areas to prevent the deposition of waste. • Clean up all spilled soil waste within the loading area and work areas. Following each day's construction activities, the contractor uses HEPA-vacuum in all areas to remove any residual soils from non- excavation areas. • To prevent leaking, use polyethylene sheeting to line all transport vehicles used for offsite transport of waste. Place sufficient sheeting material in the transport vehicle to allow the contractor to cover and wrap the waste within the vehicle. The contractor installs secured, strapped-down covers to prevent fugitive lead dust during transport to the disposal facility. To ensure compliance with the project performance standards, air monitoring

South Coast Air Quality Management District Rule 1466 Compliance Matrix⁵	
Provision of Rule 1466	Required Actions For Compliance with Rule 1466 Requirements
	<p>is conducted.</p> <p>Additives must meet applicable specifications, criteria, or tests required by any federal, state, or local agency or any applicable law, rule, or regulation and are used in sufficient concentration and application frequency to maintain a stabilized surface and no less than what is specified by the manufacturer.</p> <p>The Contractor must cease earth-moving activities if the wind speed is greater than 15 miles per hour (mph) averaged over a 15-minute period or instantaneous wind speeds exceed 25 mph.</p> <p>The Contractor must include these requirements in the required Health and Safety Plan and must implement them during the field operation.</p>
<p>(e)(3) An owner or operator that is moving vehicles on, within, or off a site where earthmoving activities are occurring shall:</p> <p>(A) Post signs at all entrances of the site to designate the speed limit as 15 miles per hour;</p> <p>(B) Stabilize the surface of all vehicular traffic and parking areas by applying gravel, paving, or dust suppressant;</p> <p>(C) Not allow track-out to extend beyond 25 feet of the property line. Remove any track-out each day using a vacuum equipped with a filter(s) rated by the manufacturer to achieve a 99.97% capture efficiency for 0.3 micron particles;</p> <p>(D) Clean the soil from the exterior of trucks, trailers, and tires prior to the truck leaving the site; and</p> <p>(E) The owner or operator shall utilize at least one of the measures listed in clause (e)(3)(E)(i) through</p>	<p>The Contractor must fully comply with this provision.</p> <p>During construction activities, the sign displaying a toll-free hotline information will be placed at the front of the property and will be visible from the street nearest the excavation activities.</p> <p>Speed limits must be established and implemented by signs and flagmen, as necessary, to minimize dust generation and maintain a safe environment for workers and local residents, including children.</p> <p>During loading, all necessary precautions must be taken to prevent track-out from trucks or roll-off bins. The vehicles must undergo dry decontamination (e.g., shovels to remove any fallen soil and brushes to loosen caked-on soil, followed by HEPA vacuuming), as necessary. Following the transport vehicle's departure, residual soils must be removed from the decontamination area using the techniques described in the row above. In addition, all loading operations must be conducted atop plastic sheeting to avoid the potential spread of impacted waste.</p> <p>After loading and decontamination, the trucks must</p>

South Coast Air Quality Management District Rule 1466 Compliance Matrix⁵	
Provision of Rule 1466	Required Actions For Compliance with Rule 1466 Requirements
<p>(e)(3)(E)(iv) at each vehicle egress from the site to a paved public road:</p> <ul style="list-style-type: none"> (i) Install a pad consisting of washed gravel (minimum-size: one inch), maintained in a clean condition, to a depth of at least six inches and extending at least 30 feet wide and at least 50 feet long; (ii) Pave the surface extending at least 100 feet from the property line and at least 20 feet wide; (iii) Utilize a wheel shaker/wheel spreading device consisting of raised dividers (rails, pipes, or grates) at least 24 feet long and 10 feet wide; or (iv) Install and utilize a wheel washing system to remove soil from tires and vehicle undercarriages. 	<p>proceed directly to the disposal facility. All necessary precautions must be taken to prevent track-out from trucks or roll-off bins. The vehicles must undergo dry decontamination (e.g., shovels to remove any fallen soil and brushes to loosen caked-on soil, followed by HEPA vacuuming), as necessary.</p> <p>If necessary, the tires of soil transport trucks must be washed prior to the truck leaving the vicinity in order to prevent tracking of soil that would increase in fugitive dust levels outside the site perimeters.</p> <p>A decontamination station must be established on site to prevent any contamination from migrating offsite.</p> <p>Before excavated waste is loaded into trucks, plastic sheeting must be placed on the ground or asphalt so that spilled waste cannot contact the ground surface.</p> <p>Trucks must be rolled back and forth to allow area property owners access to driveways/streets. In these cases, the plastic will be rolled back to the sidewalk so that the truck tires do not roll over spilled soil and deposit it into the gutter/street. When loading is complete, debris will be placed in the appropriate container for proper disposal, and the plastic sheeting will be folded and disposed daily.</p> <p>All equipment wheels/tires must be cleaned over plastic sheeting by means of shovels and stiff-bristled brooms or brushes until they are fully cleaned.</p> <p>When cleaning is complete, debris must be placed in the appropriate container for proper disposal, and the plastic sheeting are folded and disposed.</p> <p>A HEPA-certified vacuum must be used on hardscape areas where residual impacts may be present following the removal actions. A HEPA vacuum must be used on any spill soils as necessary.</p>

South Coast Air Quality Management District Rule 1466 Compliance Matrix⁵	
Provision of Rule 1466	Required Actions For Compliance with Rule 1466 Requirements
	<p>Immediately after completion of the work and prior to exiting the property, excavation equipment must be decontaminated by wet wash or by a HEPA vacuum equipped with a filter rated by the manufacturer to achieve 99.97 percent capture efficiency for 0.3- micron particles.</p> <p>The Contractor must take preventative measures to minimize the need for decontamination of trucks.</p>
<p>(e)(4) An owner or operator conducting earth-moving activities that result in the development of stockpiles of any soil with applicable toxic air contaminants shall:</p> <p>(A) Segregate non-contaminated stockpiles from stockpiles with applicable toxic air contaminants and label with "SCAQMD Rule 1466 – Control of Particulate Emissions from Soils with Toxic Air Contaminants Applicable Soil";</p> <p>(B) Maintain stockpiles to avoid steep sides or faces that exceed the angle of repose;</p> <p>(C) Not create a stockpile that is more than 400 cubic yards of soil and greater in height than the perimeter fencing and windscreen;</p> <p>(D) Apply dust suppressant to stockpiles;</p> <p>(E) At the end of each working day, either chemically stabilize and/or completely cover with 10-millimeter-thick plastic sheeting that overlaps a minimum of 24 inches. The plastic sheeting shall be anchored and secured so that no portion of the soil is exposed to the atmosphere; and</p> <p>(F) Daily, inspect stabilized or covered</p>	<p>The Contractor must fully comply with this provision.</p> <p>The Contractor must include in the required Health and Safety Plan that the required plastic sheeting will be 10-millimeter-thick and overlaps a minimum of 24 inches. The plastic sheeting must be anchored and will be secured so that no portion of the soil will be exposed to the atmosphere.</p> <p>The Contractor must include in the required Health and Safety Plan that inspection will occur daily and repairs will occur immediately.</p> <p>The Contractor must implement these requirements during field operation.</p> <p>Note: Rule 1466 (e)(4)(A)-(C) is applicable if there are stockpiles created.</p> <p>Almost all of the soil that will be removed will be contaminated with lead. Therefore, no segregation will be necessary.</p> <p>No stockpiles, as defined in Rule 1466(c)(17), will be maintained at the properties.</p> <p>The Contractor will apply dust suppressants to the excavated soil. (See Dust Suppression Techniques referenced in response to section (e)(2) above.)</p> <p>At the end of each working day, all soil must be secured in Super Sacks, and must be completely covered with plastic sheeting. If Super Sacks are not loaded into a truck that day, they must be secured with the construction fence around them</p>

South Coast Air Quality Management District Rule 1466 Compliance Matrix⁵	
Provision of Rule 1466	Required Actions For Compliance with Rule 1466 Requirements
<p>stockpiles. For a stabilized stockpile, such inspections shall include a demonstration of stabilization by one or more of the applicable test methods contained in SCAQMD Rule 403 Fugitive Dust Implementation Handbook. For a covered stockpile, such inspections shall include a visual inspection of all seams and plastic cover surfaces. Immediately re-stabilize or repair any holes, tears, or any other potential sources of fugitive toxic air contaminant emissions.</p>	<p>and must be loaded the following day. The Contractor Contract Manager must inspect covered Super Sacks.</p>
<p>(e)(5) An owner or operator conducting truck loading activities of soil containing applicable toxic air contaminant(s) shall:</p> <ul style="list-style-type: none"> (A) Apply dust suppressant to material prior to loading; (B) Empty the loader bucket slowly so that no dust plumes are generated; (C) Minimize the drop height from the loader bucket; (D) Maintain at least six inches of space between the soil and the top of the truck bed while transporting within a site; and (E) Completely tarp the truck and trailer prior to leaving the site. 	<p>The Contractor must fully comply with this provision.</p> <p>The Contractor will not conduct truck unloading activities of soil containing toxic air contaminants. The Contractor will not transport soil by truck within a site.</p> <p>Dust suppressant must be applied to material prior to loading, any loader bucket utilized must be emptied slowly so that no dust plumes will be generated, drop height from the loader bucket must be minimized, and the truck and trailer must be completely tarped prior to leaving the site. (See Dust Suppression Techniques referenced in response to section (e)(2) above.)</p>
<p>(e)(6) An owner or operator conducting truck unloading activities of soil containing applicable toxic air contaminants shall:</p> <ul style="list-style-type: none"> (A) Apply dust suppressant to material prior to unloading; and (B) Empty the trailer slowly so that no dust plumes are generated. 	<p>The Contractor must fully comply with this provision.</p> <p>The Contractor will not conduct truck unloading activities of soil containing toxic air contaminants.</p>

South Coast Air Quality Management District Rule 1466 Compliance Matrix⁵	
Provision of Rule 1466	Required Actions For Compliance with Rule 1466 Requirements
<p>(e)(7) The owner or operator shall immediately remove any spilled soil containing applicable toxic air contaminant(s).</p>	<p>The Contractor must fully comply with this provision.</p> <p>The Contractor must remove any spilled soil containing applicable toxic air contaminants. (See discussion at section (e)(3) above.)</p>
<p>(e)(8) The owner or operator shall cease earth-moving activities if the wind speed is greater than 15 miles per hour (mph) averaged over a 15-minute period or instantaneous wind speeds exceed 25 mph.</p>	<p>The Contractor must fully comply with this provision.</p> <p>The Contractor must stop all earth-moving activities if the wind speed is greater than 15 miles per hour (mph) averaged over a 15-minute period or instantaneous wind speeds exceed 25 mph. The Contractor must stop all work if the wind speed reaches 20 mph.</p> <p>The Contractor must include these requirements in the required Health and Safety Plan and must implement them during the field operation.</p>
<p>(e)(11) An owner or operator that is conducting earth-moving activities of soil with applicable toxic air contaminant(s) at a school, early education center, joint use agreement property, or adjacent athletic area shall:</p> <p>(A) Only conduct earth-moving activities at a school or early education center outside of the hours between 7:30 a.m. and 4:30 p.m. on days when the school or early education center is in session;</p> <p>(B) Not conduct earth-moving activities at a school, early education center, joint use agreement property, or adjacent athletic area if there is a school or early education center sponsored activity or youth organized sports at that site;</p> <p>(C) Handle excavated soils with</p>	<p>The Contractor must fully comply with this provision.</p> <p>All soil that is excavated must be loaded directly into Super Sacks or haul trucks and removed from the site during the excavation day or, on occasion, the following day (maximum 1 day).</p> <p>Super Sacks will not be sealed and they will not be used for transporting soil. Super Sacks will only be used to transfer soil from the yard(s) and will be emptied into the truck. The height of the drop must be minimized to ensure that there is no visible dust during the process. When not in use, Super Sacks must be secured and must be surrounded by construction fence.</p> <p>The Contractor must include securing Super Sacks using temporary post-driven fencing as requirements in the required Health and Safety Plan.</p>

South Coast Air Quality Management District Rule 1466 Compliance Matrix⁵	
Provision of Rule 1466	Required Actions For Compliance with Rule 1466 Requirements
<p>applicable toxic air contaminants by:</p> <ul style="list-style-type: none"> (i) Immediately placing soil in a leak-tight container whereby any contained solids or liquids are prevented from escaping or spilling out; (ii) Directly loading soil in trucks, applying dust suppressant, and covering prior to transporting; or (iii) Stockpiling pursuant to paragraph (e)(4), in a fenced area that is not accessible to the general public, and locked when not in use; and <p>(D) Within five (5) days of its excavation, remove all soil with applicable toxic air contaminants from the site.</p>	
<p>(f)(1) At least 72 hours and no more than 30 days prior to conducting any earth-moving activities on any site meeting the applicability requirements of subdivision (b), the owner or operator shall electronically notify the Executive Officer, using a format approved by the Executive Officer, of the intent to conduct any earth-moving activities. Notifications shall include the following requirements:</p> <ul style="list-style-type: none"> (A) Name, address, telephone number, and e-mail address of the owner or operator; (B) Name, telephone number, and e-mail address of the on-site dust control supervisor; (C) Project name and, if applicable, the project identification number from the designating agency; 	<p>The Contractor must fully comply with this provision.</p> <p>SCAQMD is in the process of developing their online Rule 1466 notification form. The Contractor will comply with SCAQMD's instruction to submit Notification via email to Rule1466@aqmd.gov.</p>

South Coast Air Quality Management District Rule 1466 Compliance Matrix⁵	
Provision of Rule 1466	Required Actions For Compliance with Rule 1466 Requirements
<p>(D) Project location (address and/or coordinates);</p> <p>(E) Identify whether the site is a school, early education center, joint use agreement property, or adjacent athletic area;</p> <p>(F) A map indicating the specific location(s) of each earth-moving activity and the concentrations of the applicable toxic air contaminant(s) and location of PM10 monitors;</p> <p>(G) A description of the earth-moving activities, estimated volume of soil with applicable toxic air contaminant(s), and a schedule that includes the anticipated start and completion dates of earth-moving activities;</p> <p>(H) Current and/or previous type of operation(s) and use(s) at the site; and</p> <p>(I) Applicable Exemption (s)</p> <p>(J) Whether the notice is a revised notification.</p> <p>(2) Notifications Updates</p> <p>Notification pursuant to paragraph (f)(1) shall be updated when any of the following conditions arise:</p> <p>(A) Earlier Start Date</p> <p style="padding-left: 40px;">A change in the start date of any earth-moving activity to an earlier date shall be reported to the SCAQMD no later than 72 hours before any earth-moving activities begin.</p> <p>(B) Later Start Date</p> <p style="padding-left: 40px;">A delay in the start date of any</p>	

South Coast Air Quality Management District Rule 1466 Compliance Matrix⁵	
Provision of Rule 1466	Required Actions For Compliance with Rule 1466 Requirements
<p>earth-moving activity shall be reported to the SCAQMD as soon as the information becomes available, but no later than the original start date</p> <p>(C) Change in Exemption Status</p> <p>Any change(s) in exemption status pursuant to subdivision (k) shall be reported to the SCAQMD as soon as the information becomes available, but no later than 48 hours after the information becomes available.</p> <p>(3) Within 72 hours of an exceedance of the PM10 emission limit specified in subdivision (d), the owner or operator of a site meeting the applicability requirements of subdivision (b) shall electronically notify the Executive Officer, using a format approved by the Executive Officer, of the exceedance and shall include the following information:</p> <ul style="list-style-type: none"> (A) Name, address, telephone number, and e-mail address of the owner/operator; (B) Name, telephone number, and e-mail address of the on-site dust control supervisor; (C) Project name and, if applicable, the project identification number from the designating agency; (D) Project Location (address and/or coordinates); (E) PM10 monitoring results, including result, date and time of exceedance(s), 12 hours before first exceedance, and 12 hours after last exceedance; (F) Earth-moving activities occurring at the date and time of 	

South Coast Air Quality Management District Rule 1466 Compliance Matrix⁵	
Provision of Rule 1466	Required Actions For Compliance with Rule 1466 Requirements
<p>exceedance(s); and</p> <p>(G) Dust control measure(s) taken to mitigate fugitive dust.</p>	
<p>(h) The owner or operator shall maintain records for a period of not less than three years and shall make such records available to the Executive Officer upon request. At a minimum, records shall be maintained daily and shall include:</p> <p>(1) Inspection of all covered stockpiles containing soils with applicable toxic air contaminants;</p> <p>(2) Results of wind and PM10 monitoring, including instrument make and model; settings; configuration; and calibration, correction, and correlation factors, maintenance, operator training, and daily instrument performance check records for all monitoring instruments;</p> <p>(3) Earth-moving activities conducted and the corresponding volume of soil with applicable toxic air contaminant;</p> <p>(4) Names and business addresses of the transporting and receiving facilities, and a copy of the shipping manifest; and</p> <p>(5) Complaints called in, including the name of complainant and contact information, date and time, earth-moving activities occurring at the date and time, complaint, and action taken to mitigate the source of the complaint.</p>	<p>The Contractor must fully comply with this provision.</p> <p>The Contractor must conduct visual inspection of all covered Super Sacks.</p> <p>The Contractor and DTSC must retain records for a minimum of three years.</p>

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

See Regional Site Remediation Contract 17-T4308 for details.

2. **Budget Contingency Clause**

See Regional Site Remediation Contract 17-T4308 for details.

3. **Prompt Payment Clause**

See Regional Site Remediation Contract 17-T4308 for details.

4. **Compensation**

See Regional Site Remediation Contract 17-T4308 for details.

5. **Budget**

The Budget shall not exceed \$1,530,999.50 and the breakdown is as follows:

BUDGET SUMMARY	COST
Labor	\$657,134.00
Equipment	\$171,400.00
Other Direct Costs with 10% Fee	\$702,465.50
Total	\$1,530,999.50

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

Contractor shall submit no more than one (1) invoice per month.

*Access to and use of funding from the contingency line item shall be directed by the DTSC Contract Manager Only and requires written approval by the DTSC Contract Manager.

6. **Schedule of Other Direct Cost Items**

Other Direct Cost items which may be used during the performance of this Contract which are not included in Contractor's overhead will be billed to the DTSC at their actual cost with a 10% fee. These direct cost items include, but are not limited to, the following:

<u>Item</u>	<u>Cost to DTSC</u>
Equipment (owned or rented)	Market rental rates
Laboratory Services	Actual cost per test
External Services	Actual cost
Subcontractor Costs	Actual cost
External reproduction	Actual cost
Freight and Delivery	Actual cost
Materials/Supplies	Actual cost

7. **Budget Breakdown**

DESCRIPTION	Bid Unit Rate	DTSC Task #	Task 1		Task 2		Task 3		Task 4		TOTAL	
		# of Properties	Premobilization		Soil Removal and		Property Restoration		Property Technical		Hrs	Cost
		7 Properties										
A. PERSONNEL SERVICES	Labor Rate	Labor Rate	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost
Program Manager	Contract Bid Rate	\$ 145.00	24	\$ 3,480.00	240	\$ 34,800.00	72	\$ 10,440.00	12	\$ 1,740.00	348	\$ 50,460.00
Registered Engineer	Contract Bid Rate	\$ 175.00	8	\$ 1,400.00	8	\$ 1,400.00	8	\$ 1,400.00	6	\$ 1,050.00	30	\$ 5,250.00
Non-registered Engineer	Contract Bid Rate	\$ 110.00	32	\$ 3,520.00	32	\$ 3,520.00	32	\$ 3,520.00	32	\$ 3,520.00	128	\$ 14,080.00
Registered Geologist	Contract Bid Rate	\$ 160.00									0	\$ -
Non-registered Geologist	Contract Bid Rate	\$ 100.00	32	\$ 3,200.00	48	\$ 4,800.00	32	\$ 3,200.00	96	\$ 9,600.00	208	\$ 20,800.00
Scientist	Contract Bid Rate	\$ 100.00			264	\$ 26,400.00	96	\$ 9,600.00	72	\$ 7,200.00	432	\$ 43,200.00
Cost Estimator	Contract Bid Rate	\$ 100.00									0	\$ -
Technician	Contract Bid Rate	\$ 95.00			960	\$ 91,200.00	364	\$ 34,580.00			1,324	\$ 125,780.00
Foreman	Contract Bid Rate	\$ 100.00									0	\$ -
Equipment Operator	Contract Bid Rate	\$ 175.00			908	\$ 158,900.00	228	\$ 39,900.00			1,136	\$ 198,800.00
Laborer	Contract Bid Rate	\$ 79.00	118	\$ 9,322.00	1854	\$ 146,466.00	474	\$ 37,446.00			2,446	\$ 193,234.00
Certified Industrial Hygienist	Contract Bid Rate	\$ 110.00	4	\$ 440.00					12	\$ 1,320.00	16	\$ 1,760.00
Drafter	Contract Bid Rate	\$ 65.00	26	\$ 1,690.00					32	\$ 2,080.00	58	\$ 3,770.00
A. Subtotal Labor			244	\$ 23,052.00	4,314	\$ 467,486.00	1,306	\$ 140,086.00	262	\$ 26,510.00		\$ 657,134.00
B. Equipment + NEC Costs W/O Markup	Bid Unit Rate	\$/Unit	Amt	Cost	Amt	Cost	Amt	Cost	Amt	Cost	Amt	Cost
Permitting (\$/property)	Estimate	\$ 1,000.00	7	\$ 7,000.00							7	\$ 7,000.00
Site Controls (LS/property)	Estimate	\$ 150.00	7	\$ 1,050.00							7	\$ 1,050.00
Mob/Demob Heavy Truck (\$/hour)	Contract Bid Rate	\$ 220.00			39	\$ 8,580.00	24	\$ 5,280.00			63	\$ 13,860.00
Forklift, 6000 lbs (Extended Reach) (\$/week)	Contract Bid Rate	\$ 600.00			12	\$ 7,200.00	6	\$ 3,600.00			18	\$ 10,800.00
Front End Loader 3 Yard (\$/week)	Contract Bid Rate	\$ 1,500.00			15	\$ 22,500.00	6	\$ 9,000.00			21	\$ 31,500.00
Skid Steer (e.g. Bobcat 50 HP) (\$/week)	Contract Bid Rate	\$ 900.00			12	\$ 10,800.00	6	\$ 5,400.00			18	\$ 16,200.00
Excavator Shallow Depth	Contract Bid Rate	\$ 70.00			12	\$ 840.00	6	\$ 420.00			18	\$ 1,260.00
Attachment to Skid Steers, bucket (\$/week)	Contract Bid Rate	\$ 775.00			12	\$ 9,300.00	6	\$ 4,650.00			18	\$ 13,950.00
Roller Walk Behind (\$/week)	Contract Bid Rate	\$ 350.00					18	\$ 6,300.00			18	\$ 6,300.00
Plate Compactors, 10-20000 lbs (\$/week)	Contract Bid Rate	\$ 350.00					6	\$ 2,100.00			6	\$ 2,100.00
Flat Bed Truck (\$/hour)	Contract Bid Rate	\$ 150.00			320	\$ 48,000.00	104	\$ 15,600.00			424	\$ 63,600.00
Portable Generator (\$/week)	Contract Bid Rate	\$ 200.00			12	\$ 2,400.00	4	\$ 800.00			16	\$ 3,200.00
Portable sanitation (\$/month)	Contract Bid Rate	\$ 145.00			2,7	\$ 391.50	1,3	\$ 188.50			4	\$ 580.00
B. Subtotal Equipment + NEC Costs W/O Markup				\$ 8,050.00		\$ 110,011.50		\$ 53,338.50		\$ -		\$ 171,400.00
C. OTHER DIRECT COSTS (ODCs)	Bid Unit Rate	\$/Unit	Amt	Cost	Amt	Cost	Amt	Cost	Amt	Cost	Amt	Cost
Lab Analysis	Cost Plus	\$ 700.00	7	\$ 4,900.00							7	\$ 4,900.00
Transport (\$/ton) CA HAZ	Cost Plus	\$ 130.00			1850	\$ 240,500.00					1,850	\$ 240,500.00
Disposal (\$/ton) CA HAZ	Cost Plus	\$ 41.00			1850	\$ 75,850.00					1,850	\$ 75,850.00
Transport (\$/ton)	Cost Plus	\$ 60.00			385	\$ 23,100.00					385	\$ 23,100.00
Disposal (\$/ton)	Cost Plus	\$ 35.00			385	\$ 13,475.00					385	\$ 13,475.00
Backfill - Structural (\$/ton)	Cost Plus	\$ 35.00					2050	\$ 71,750.00			2,050	\$ 71,750.00
Backfill - Top soil (\$/ton)	Cost Plus	\$ 35.00					350	\$ 12,250.00			350	\$ 12,250.00
Backfill/Restoration Materials Delivery (\$/property)	Cost Plus	\$ 2,000.00					16	\$ 32,000.00			16	\$ 32,000.00
Restoration - Rock Placement (\$/CY)	Cost Plus	\$ 183.00					290	\$ 53,070.00			290	\$ 53,070.00
Restoration - Sod/Turf Placement (\$/SY)	Cost Plus	\$ 19.00					4780	\$ 90,820.00			4,780	\$ 90,820.00
Restoration - Mulch Placement (\$/CY)	Cost Plus	\$ 113.00					30	\$ 3,390.00			30	\$ 3,390.00
Owner Compensation (\$/property)	Typical Cost	\$ 1,000.00							7	\$ 7,000.00	7	\$ 7,000.00
Replace Landscape Compensation (\$/property)	Typical Cost	\$ 500.00							7	\$ 3,500.00	7	\$ 3,500.00
Interior Clearing (\$/property)	Typical Cost	\$ 1,000.00							7	\$ 7,000.00	7	\$ 7,000.00
C. ODCs Subtotal				\$ 4,900.00		\$ 352,925.00		\$ 263,280.00		\$ 17,500.00		\$ 638,605.00
Fee (D. ODCs Only)	Contract Bid Rate	10.00%		\$ 490.00		\$ 35,292.50		\$ 26,328.00		\$ 1,750.00		\$ 63,860.50
D. ODCs Subtotal with Fee				\$ 5,390.00		\$ 388,217.50		\$ 289,608.00		\$ 19,250.00		\$ 702,465.50
Totals A + B + D				\$ 36,492.00		\$ 965,716.00		\$ 483,032.50		\$ 45,760.00		\$ 1,530,999.50
TOTAL NOT TO EXCEED 7 POPS COST												\$ 1,530,999.50

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- 1) For the purposes of this Contract, the section titled "Insurance Requirements" in Regional Site Remediation Contract 17-T4308 is replaced in its entirety with the following:

Insurance Requirements

A. General Requirements

1. When the Contractor submits to DTSC a copy of this Contract signed by the Contractor, the Contractor shall simultaneously furnish to DTSC certificates of insurance for the Contractor, and any Subcontractor, as required, meeting all the requirements in this section. DTSC will not provide for nor compensate the Contractor for any insurance premiums or costs for any type or amount of insurance. Contractor is responsible for any deductible or self-insurance retention contained within their insurance program. In the event that Contractor, or any Subcontractor, fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract for cause upon the occurrence of such event.
2. All insurance companies must carry a rating acceptable to DTSC, and the Department of General Services' Office of Risk and Insurance Management (ORIM), if ORIM approval is required. If the Contractor is self-insured for a portion or all of its insurance, review and approval of financial information including a letter of credit may be required.
3. All required insurance in this Contract shall be primary, and not excess or contributory, to any other insurance carried by the State. Coverage must be in force for the complete term of the contract, including any amendments. This requirement is waived for Workers Compensation, Employer's Liability and/or Professional Liability if the primary/noncontributory endorsement for the specific coverage is not available from the Contractor's insurance company.
4. If any insurance expires during the term of the contract, a new certificate must be provided to the DTSC Contract Manager at least ten (10) days prior to the expiration of the insurance. Any new insurance must comply with the requirements of this section.
5. Contractor agrees to notify the DTSC Contract Manager in writing within five business days before the effective date of any cancellation, non-renewal, or material change that affects the required insurance coverage. If any Subcontractor insurance is provided to meet this requirement, Contractor agrees to require Subcontractor to notify the Contractor and the DTSC Contract Manager in writing within five (5) business days before the effective date of any cancellation, non-renewal, or material change that affects the required insurance coverage.

6. If Contractor uses any Subcontractors to complete performance of this Contract, Contractor shall include all Subcontractors as insureds under Contractor's insurance or supply evidence of insurance equal to the policies, coverages and limits required of Contractor in this Contract.
7. New certificates of insurance are subject to the approval of DTSC, and if approval is required, ORIM. Contractor agrees that no work or services shall be performed prior to the giving of such approval.
8. Any required endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. Inadequate or lack of insurance does not negate the Contractor's obligations under the Contract. All insurance required by this Contract must allow DTSC to pay and/or act as the Contractor's agent in satisfying any self-insured retention. The choice to pay and/or act as the Contractor's agent in satisfying any self-insured retention is at the State's discretion. All coverage and limits available to the Contractor shall also be available and applicable to the State.

B. Required Insurance

Contractor must maintain the following types of policies, in the amounts and pursuant to the terms specified below.

1. *Commercial General Liability*

Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

2. *Automobile Liability*

Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000.00 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

3. *Pollution Liability*

Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage, and environmental damage resulting from

pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site and during transportation as well as proper disposal of hazardous materials. Proof of Pollution during transportation shall be provided on an MCS-90 form, or its equivalent. Limits of not less than \$2,000,000.00 per incident, and annual aggregate amount of \$4,000,000.00 shall be provided. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

4. *Professional Liability*

Contractor shall maintain Professional Liability covering any damages caused by a negligent error, act or omission with limits not less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

5. *Workers' Compensation and Employer's Liability*

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of \$1,000,000.00 are required. If applicable, contractor shall provide coverage for all its employees for any injuries or claims under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees. By signing this contract, Contractor acknowledges compliance with these regulations. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

- 2) For the purposes of this Contract, the section titled "Prevailing Wages" in Regional Site Remediation Contract 17-T4308 is replaced in its entirety with the Prevailing Wage language in Exhibit A of this Contract.