



**Jared Blumenfeld**  
Secretary for  
Environmental Protection



## Department of Toxic Substances Control

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



**Gavin Newsom**  
Governor

May 1, 2020

Ghirardelli Associates, Inc.  
Randall Bruner, President  
2055 Gateway Place, Suite 470  
San Jose, CA 95110

Subject: Contract Number 18-T4549, Amendment 1

Dear Mr. Bruner,

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

CC: Tim Crick, DTSC  
Su Patel, DTSC  
Mehdi Bettahar, DTSC  
Aaron Prchlik, GAI  
Tyler Darland, GAI

**STANDARD AGREEMENT**

STD 213A (Rev. 07/2019)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 21 PAGES

AGREEMENT NUMBER 18-T4549	AMENDMENT NUMBER 1	Purchasing Authority Number
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1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

Department of Toxic Substances Control

CONTRACTOR NAME

Ghirardelli Associates, Inc.

2. The term of this Agreement is:

START DATE

March 10, 2019

THROUGH END DATE

March 11, 2021

3. The maximum amount of this Agreement after this Amendment is:

\$5,419,218.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

SITE: Exide

Purpose: For the addition of new classifications and a revised Cost Sheet. The total amount of the Agreement shall not exceed \$5,419,218.00.

Exhibit A - Sections 2, 3, 5, 7, 8, 9 and 10 are modified. Section 10.G is added to the end of Section 10. Section 11, Personnel Specifications, is added to the end of Exhibit A. (15 pages)

Exhibit B - Section 1.F and Sections 5, 6, 7, and 8 are modified. (2 pages)  
Attachment 1 - Cost Sheet, is replaced in its entirety. (1 page)

Exhibit D - Sections 9, 27, and 31 are modified. (3 pages)

Text intertions or deletions in modified sections are displayed in bold and underline or as strike-through text, respectively.

All other terms and conditions shall remain the same.

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.)

Ghirardelli Associates, Inc.

CONTRACTOR BUSINESS ADDRESS  
2055 Gateway Place, Suite 470

CITY San Jose	STATE CA	ZIP 95110
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PRINTED NAME OF PERSON SIGNING  
Randall Bruner

TITLE  
President

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED  
4/23/20

**STANDARD AGREEMENT**

STD 213A (Rev. 07/2019)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 21 PAGES

AGREEMENT NUMBER

18-T4549

AMENDMENT NUMBER

1

Purchasing Authority Number

**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

4-29-2020

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) Exhibit A, Scope of Work, Section 2 is modified as follows:
2. The DTSC Contract Manager and PM/QA Contractor's Representative, during the term of this Contract, will be the following:

**DTSC Contract Manager**

~~Pete Ruttan~~ **Mehdi Bettahar**

Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, CA 95826-3200  
Phone: (916) 255-3777 **(323) 803-2515**  
E-mail: [Peter.Ruttan@dtsc.ca.gov](mailto:Peter.Ruttan@dtsc.ca.gov)  
[Mehdi.Bettahar@dtsc.ca.gov](mailto:Mehdi.Bettahar@dtsc.ca.gov)

**PM/QA Contractor Representative**

Aaron Prchlik  
2990 Lava Ridge Ct., Suite ~~230~~**120**  
Roseville, CA  
Phone: (916) 633-8464  
E-mail: [aprchlik@ghirardelliassoc.com](mailto:aprchlik@ghirardelliassoc.com)

- 2) Exhibit A, Scope of Work, Section 3 is modified as follows:

3. The DTSC Project Manager and PM/QA Contractor's Lead Representative for this contract will be:

**DTSC Project Manager**

~~Suhasini Patel~~ **Tim Crick**

~~Assistant Deputy Director~~ **Sr. Hazardous  
Substances Engineer**  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, CA 95826-3200  
Phone: (916) 255-6600 **(916) 255-6405**  
E-mail: [Suhasini.Patel@dtsc.ca.gov](mailto:Suhasini.Patel@dtsc.ca.gov)  
[Tim.Crick@dtsc.ca.gov](mailto:Tim.Crick@dtsc.ca.gov)

**PM/QA Contract Lead Representative**

Tyler Darland  
2990 Lava Ridge Ct., Suite ~~230~~**120**  
Roseville, CA  
Phone: 415-572-1256  
E-mail: [Tdarland@ghirardelliassoc.com](mailto:Tdarland@ghirardelliassoc.com)

The DTSC Contract Administrator for this Contract will be:

**Contract Administrator**

Carlos Aceituno  
Department of Toxic Substances Control  
1001 I Street, Contracts Unit – Floor 21  
PO Box 806  
Sacramento, California 95812  
Phone: (916) 324-9821  
E-mail: [Carlos.Aceituno@dtsc.ca.gov](mailto:Carlos.Aceituno@dtsc.ca.gov)

3) Exhibit A, Scope of Work, Section 5 is modified as follows:

**5. Purpose and Background**

The purpose of this Contract is for the PM/QA Contractor to provide management support, field oversight, consultation, and quality assurance services to assist DTSC in managing and overseeing the work of DTSC's Removal Contractors. DTSC has **currently** retained two contractors, ~~and may retain additional contractors~~ **which is subject to change at DTSC's sole discretion.** to provide DTSC with personnel, services, materials, and equipment necessary for the Exide Project Team to implement the Cleanup Plan and MMRP (collectively referred to as the **"Removal Contractor" or "Removal Contractors"**). ~~National Engineering & Consulting Group (NEC) is conducting work at approximately 415 properties and Parsons Environment & Infrastructure Group Inc. (Parsons) will conduct work at approximately 1,610 properties. DTSC will enter into one or more additional contracts with a Removal Contractor.~~

The PM/QA Contractor will consult with the Exide Project Team to develop management systems and strategies for tracking cleanup work (including contaminated soil excavation and disposal, property restoration, and compliance with applicable plans, policies, and other requirements) progress; and will assist the Exide Project Team with day to day quality assurance regarding Removal Contractor deliverables to ensure success in DTSC's implementation of its Cleanup Plan and MMRP. The PM/QA Contractor will assist the Exide Project Team in the development of strategies to ensure that the Removal Contractors' work is properly planned, implemented, and managed with adequate quality assurance, within budget, and on time.

The PM/QA Contractor will also, on an as needed basis, assist Exide Project Team staff in reviewing property specific work plans, property specific letters of completion, project invoices (that are to be submitted by the Removal Contractors), and will provide on-the-ground field oversight.

The PM/QA Contractor Lead Representative, primarily under the direction of the DTSC Project Manager, will provide senior level consultation and leadership to DTSC Unit Chiefs, and support the DTSC Project Manager with "program-level management" including development of project control strategies and facilitating communication between DTSC's multi-disciplinary team, the PM/QA Contractor's team, Removal Contractors, outside government agencies and other project stakeholders.

The PM/QA Contractor will not manage and supervise the work of DTSC employees.

4) Exhibit A, Scope of Work, Section 7 is modified as follows:

**7. Staff and Location**

The PM/QA Contractor will provide one lead representative as the primary oversight and/or consultation specialist for the project. Additionally, PM/QA Contractor will provide ~~two project logistics support staff, two project planning support staff, and two field~~

oversight support staff other support classifications as set forth in Exhibit B, Attachment 1, Cost Sheet.

- The PM/QA Contractor's lead representative is expected to report to the Commerce Regional Office (preferred) or the Sacramento regional office under the direction of DTSC's Project Manager, ~~approximately 4 days per week.~~
- Public Participation Specialist staff and subconsultants Logistics coordinators are expected to report to the PIA as required by DTSC ~~approximately two days per week.~~
- Field Engineer/Geologist staff and subcontractors Project planning support staff may work out of their respective home office but will be expected to attend occasional coordination meetings at the Commerce Regional Office as required by DTSC.
- Field oversight staff and subcontractors are expected to report to the PIA as required by DTSC ~~approximately 4 days per week.~~
- Additional occasional travel may be required to the regional satellite office (e.g. Sacramento, California) and communities in and around the PIA for meetings. Travel expenses shall be paid in accordance with the provisions in Exhibit B.

5) Exhibit A, Scope of Work, Section 8 is modified as follows:

8. Project Specific Training

All PM/QA Contractor key personnel (staff and subcontractors) who that interact directly with other stakeholders outside of their own organization will be required to attend DTSC specific cultural sensitivity training before working in the field. Additional project specific training may be required based on specific job functions as recommended by the DTSC Project Manager. On such occasions, with the approval of the DTSC Contract Manager, DTSC will compensate the PM/QA Contractor for the time spent in training. Costs for training should be billed under Task 1.1.

Cultural Sensitivity Training – 8-hour training to be provided by Los Angeles Trade Technical College (LATTG) in Los Angeles area a DTSC-approved organization. All staff that will interact with project stakeholders outside of their own organization must participate in this training.

Before placing personnel in the field, the PM/QA 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 LATTG.~~ If necessary, the PM/QA Contractor shall submit a written request to the DTSC Project Manager to modify the DTSC-approved cultural sensitivity training program and obtain DTSC's written approval of that request. Once the LATTG cultural sensitivity training is complete, the PM/QA Contractor shall provide a 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 PM/QA Contractor shall track completion of cultural sensitivity training ~~by all field personnel, the PM/QA Contractors Lead~~

~~representative and any other PM/QA Contractor staff that are anticipated to have significant interaction with project stakeholders outside of the PM/QA Contractors organization (i.e. company) managers, and supervisors, and provide DTSC with proof that all field **required** personnel, managers, and supervisors have completed cultural sensitivity training before placement in the field.~~

Computer Security Training – 3-hour on-line training to be provided by DTSC's Office of Environmental Information Management staff. All PM/QA retained staff **and subcontractors who** that will have access to DTSC computers or servers during project implementation must participate in this training. The PM/QA Contractor should assume this pertains to PM/QA Contractor Lead Representative and **at least some** support staff.

6) Exhibit A, Scope of Work, Section 9 is modified as follows:

## 9. Scope of Work

### Task 1: Project Initiation

#### Task 1.1: Project Document Review

In this task, the PM/QA Contractor will gain knowledge of the Cleanup Plan and MMRP details by obtaining and reviewing relevant project information associated with the removal action work. Documents to be reviewed will include, but not be limited to, Cleanup Plan, Environmental Impact Report, MMRP, Master Excavation, Disposal, and Restoration Design Plan and all amendments (Master Design Plan), example property-specific plans, and construction management documents (including contracts, organization charts, and schedules). DTSC will provide access to shared network drives and its EQuIS™ Database<sup>1</sup>, and facilitate meetings as required to access project documents and to assist the PM/QA Contractor with this task.

The Exide Project Team will facilitate two types of introductory meetings to integrate the PM/QA Contractor into the project. The first will be with the DTSC management team (Project Manager and Unit Chiefs) to discuss and clarify the objectives and expectations. The introductory meeting will also outline logistics and identify relevant staff and information. A second meeting, or series of meetings, will include DTSC project staff of various disciplines to introduce them to the PM/QA Contractor staff and initiate the PM/QA Contractor's program management consultation support services. At its discretion the PM/QA Contractor may utilize approximately 160 hours of database setup and support staff **as required by DTSC**.

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<sup>1</sup> DTSC uses several applications to upload data to the EQuIS™ database including: Collector™ to track canvassing, initial meeting, and pre-construction meeting inputs; EDGE™ for tracking DTSC document reviews (specific work plans and letters of completion); Survey 123™ (an ArcGIS product) to track oversight of Removal Contractor performance/adherence to work plan etc.; and Enterprise™ is the primary output tool, set up for various internal users, including the Removal Contractors to use for data uploading, data quality checks, reporting, and visualization.

### Task 1.2: Project Management Plan

Based on the document review and introductory meetings the PM/QA Contractor will develop, in conjunction with DTSC staff, and submit, a Project Management Plan that outlines strategies to ensure adequate quality assurance, maintain excellent communication between the multi-discipline DTSC team, control project costs, and maintain project schedule. The Project Management Plan should include templates for items including, but not limited to, daily field visit reports.

This deliverable will be due, in draft form, to DTSC within thirty days of the contract start date. This deliverable should be a “living document” and the PM/QA Contractor will be expected to regularly work with DTSC Unit Chiefs to re-evaluate and refine the Project Management Plan based on lessons learned through project implementation.

### **Task 2: Program Management Support**

The PM/QA Contractor will assist DTSC in implementing the Project Management Plan and assist DTSC Unit Chiefs and staff to oversee Removal Contractor activities and ensure project objectives are met.

#### Task 2.1 – Day-to-Day Support

The PM/QA Contractor will assist DTSC in Removal Contractor oversight and management tasks including, but not limited to, quality assurance, resource management, communication management, risk management, scope management, time management, cost management, schedule control, contract management, and project coordination. ~~DTSC anticipates that the level of effort by the PM/QA Contractor Lead Representative and Financial Analyst Senior will (each) be approximately 35 hours per week for two years; but may extend this Contract based on progress and future needs of the project.~~ The PM/QA Contractor will be expected to work with DTSC staff to facilitate problem solving and assist in the resolution of technical issues impeding residential cleanup progress when necessary. The PM/QA Contractor Lead Representative is expected to manage conflicts, project risks, and issues in a timely manner, and escalate to DTSC Project Manager (~~Assistant Deputy Director~~) as appropriate.

Specific metrics the PM/QA Contractor will be required to **perform include but are not limited to:**

- Document and ensure that Removal Contractors comply with the Cleanup Plan, MMRP, Environmental Impact Report, Master Design Plan, and property-specific work plans;
- Manage and track cleanup schedule;
- Estimate and control cleanup cost per property including:
  - Excavation and soil removal costs;
  - Disposal costs;
  - Restoration costs; and
  - Relocation costs per property;



- Assess and advise DTSC to ensure compliance with existing Project Labor Agreement (Available at [https://dtsc.ca.gov/HazardousWaste/Projects/upload/Fully-Executed-Amended-PLA\\_06-29-2018.PDF](https://dtsc.ca.gov/HazardousWaste/Projects/upload/Fully-Executed-Amended-PLA_06-29-2018.PDF)); and
- Review Removal Contractor invoices for completeness and compliance with the respective Removal Contractor contract.

On an as needed basis, these metrics may be revised based on project evolution and DTSC requirements.

### Task 2.2 – Project Logistics Support

Provide Project Logistics Support, on an as needed basis, as directed by the DTSC Project Manager. Project Logistics Support will include the following services:

- ~~Two staff, approximately 35 hours per week each;~~
- Assist DTSC Public Participation staff with scheduling initial meetings with property owners, residents, and Removal Contractor(s);
- Coordinate preconstruction meetings with DTSC Field Oversight staff, property owners, residents, and Removal Contractor(s);
- Coordinate cleanup schedule between DTSC, the property owners and residents and the Removal Contractor(s);
- Coordinate Closeout site walk with property owners, residents, and DTSC;
- Work closely with the Removal Contractor(s) to facilitate efficient cleanup scheduling;
- Coordinate final walk-through of the property after cleanup is completed to close out the work;
- Track completion and mailout of Letters of Completion (LOC);
- Obtain access agreements from property owners/residents;
- Coordinate resident relocation requirements.

~~The Project Logistics Support~~ Staff must be available to conduct much of the coordination with the property owners and residents during non-work hours (i.e. outside of the hours of 8 a.m. to 5 p.m. Monday through Friday). The ~~Project Logistics Support~~ staff **performing these services** must be available between approximately 5 p.m. to 8 p.m. Monday through Friday and on weekends, when property owners and residents are typically available.

### Task 2.3: Contract Scoping

The PM/QA Contractor will assist DTSC in developing scopes of work for additional contractors on an as needed basis. Development of scopes of work will be based on ongoing evaluation of project work capacity, ability to meet schedule requirements, and project costs.

### **Task 3: Project Planning and Field Operations Support**

The PM/QA Contractor will provide staff to supplement the DTSC Project Planning Team and Field Operations Team on an as needed basis based on the discretion of the DTSC Project Manager. Specific anticipated ~~Project Planning and Field Operations Support~~ duties are described below, however these duties may be modified as the project evolves.

#### 3.1 Review of Property-Specific Workplans

For each property, the PM/QA Contractor will review, on an as needed basis, the detailed property-specific workplans, to be prepared by the Removal Contractor. Each workplan will consist of a property-specific excavation, disposal, and restoration design plan that must be consistent with the Master Design Plan as Amended (available at <https://dtsc.ca.gov/HazardousWaste/Projects/Residential-Cleanup.cfm>). The PM/QA Contractor will provide draft comments on each workplan to DTSC for review, concurrence and to forward on to Removal Contractor. Draft comments are due within four business days of receipt of Property Specific Workplan from Removal Contractor. Workplan templates will be provided by DTSC that are consistent with the Master Design Plan, the Cleanup Plan, and DTSC's Proven Technologies and Remedies Guidance, Remediation of Metals in Soil, dated August 29, 2008 (PT&R Guidance).

~~DTSC anticipates that the level of effort by the PM/QA Contractor's engineers and geologists for this sub-task will be for two staff approximately 20 hours per week (each) for two years; but may extend this Contract based on progress and future needs of the project.~~

#### 3.2 Review Letters of Completion

The PM/QA Contractor will review, on an as needed basis, a LOC from each parcel based on the DTSC-approved template to assure that all information is correct and complete. LOCs will be prepared by the Removal Contractor. The PM/QA Contractor will provide comments and suggestions where information is missing or incomplete and send DTSC an annotated LOC for review, concurrence, and to forward on to Removal Contractor. Draft comments are due within four business days of receipt of a LOC from the Removal Contractor.

The LOC will be prepared pursuant to Section 6.15 of the Cleanup Plan. Each LOC will at a minimum include:

- A brief description of the property;
- A DTSC-provided property owner-signed access agreement;
- Initial property visit evaluation;
- Identification and documentation of the presence of air ducts;
- Documentation of property interior cleaning requests;
- Pro UCL 5.1 (or latest version) sample data output for the property;

- California Department of Public Health Abatement of Lead Hazards Evaluation Notification Form 8551 and Lead Hazard Evaluation Report Form 8552 or later versions;
- Applicable permits and utility clearances;
- Photographic chronology of field work;
- Copies of available property sampling reports including XRF field and laboratory reports, and confirmation sampling results;
- Copy of property drawing delineating work areas and sample locations;
- Copies of Property Specific Excavation, Disposal and Restoration Plan;
- Restoration material type and quantity;
- Lead impacted soil removed quantity including profiles and manifests;
- Backfill compaction results, when required.

The PM/QA Contractor will be responsible for ensuring the most recent amendments to Section 6.15 of the Cleanup Plan are met.

Each LOC will include a post-cleanup evaluation for lead to verify that the target cleanup goal was achieved for the property pursuant to Section 3.4 of the Cleanup Plan. The evaluation will be prepared pursuant to the DTSC's PT&R Guidance (as described in the Cleanup Plan).

~~DTSC anticipates that the level of effort by the PM/QA Contractor's engineers and geologists for this sub-task will be for two staff approximately 20 hours per week (each) for two years; but may extend this Contract based on progress and future needs of the project.~~

### 3.3 Quality Assurance

The PM/QA Contractor will conduct regular in person field visits, on an as needed basis, to provide quality assurance services by assessing Removal Contractor performance and compliance with applicable workplans, Master Design Plan, all health and safety plans, contract requirements, and other relevant requirements. The PM/QA Contractor will provide daily field visit reports to DTSC. **It is anticipated that approximately 75 percent of this time will be on-site field visits within the PIA.**

~~DTSC anticipates that the level of effort by the PM/QA Contractor's engineers and geologists for this sub-task will be for two staff approximately 40 hours per week (each) for two years; but may extend the contract based on progress and future needs of the project. It is anticipated that approximately 75 percent of this time will be on-site field visits within the PIA.~~

### **Task 4: Contractor's Internal Project Management and Project Closeout**

The PM/QA Contractor will be expected to document lessons learned and conduct close out meetings with the Exide Project Team on an as needed basis but especially as the first several individual property cleanups are completed and at completion of this

Contract. The PM/QA Contractor should manage their own personnel, budgets and schedule and provide timely and accurate project invoices on a monthly basis under this task.

7) Exhibit A, Scope of Work, Section 10 is modified as follows:

**10. General Personnel Requirements**

- A. **Changing Personnel, Classifications, or Rates:** The PM/QA Contractor is required to submit a written request and obtain the DTSC Contract Manager's prior written approval for any **all** additions, substitutions, **or removal of personnel in the existing classifications found in Exhibit B, Attachment 1 – Cost Sheet,** to the PM/QA Contractor's originally proposed personnel and project organization, as provided in Exhibit B, Attachment 1, Cost Sheet. Any **All added or substituted** personnel **to existing classifications** will have equivalent or better qualifications, and PM/QA Contractor will provide services at the same or a lower billing rate **as the then-existing classifications found in Exhibit B, Attachment 1 – Cost Sheet.** The **additional or** substitute personnel will **also** have significant experience in similar work. The resume and copies of current certification for each substitution or addition will be submitted to the DTSC Contract Manager with the request for a change **and must be approved in writing by the DTSC Contract Manager before commencing work.** Any substitutions or additions must be approved by the DTSC Contract and Project Managers before commencing work. PM/QA Contractor shall not bill DTSC for any time the **additional and/or** substitute personnel requires to prepare for performing the duties of the person being replaced **(this includes shadowing, meeting the crews, etc.), except for training directed by DTSC in accordance with Exhibit A, Section 8.** The DTSC Contract and Project Managers may interview the PM/QA Contractor's personnel for the qualifications and experience. **Notwithstanding this process for adding, substituting, and removing personnel in existing classifications, the addition of any new classification not currently listed in Exhibit B, Attachment 1 – Cost Sheet will require an amendment to the Contract.**
- B. DTSC anticipates the majority of the labor for tasks 1, 2.1 and 2.3 will be provided by a single, senior level PM/QA Contractor lead representative with minor amounts of support from PM/QA Contractor's staff. The goal of these tasks is to help DTSC establish efficient and effective construction oversight and management procedures such that the PM/QA Contractor Lead Representative's role diminishes as the cleanup project progresses.
- C. — The PM/QA Contractor's personnel will be assigned to and remain on specific construction oversight and management tasks/deliverables until completion and acceptance of the tasks/deliverables by DTSC.
- D. B. The PM/QA Contractor will not remove or replace any existing personnel assigned to without the prior written consent of the DTSC Contract Manager. The removal or replacement of personnel without the written approval from the

DTSC Contract Manager will be a violation of the Contract and may result in termination of the Contract.

- ~~E.~~ C. When assigned PM/QA Contractor personnel is on approved leave and required by the DTSC Contract Manager, the PM/QA Contractor Contract Manager will provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel will comply with the requirements of **Section 10, Subsection A** paragraph 10-A.
  - ~~D.~~ Other project personnel not identified on the PM/QA Contractor's cost proposal, including, but not limited to, field and laboratory technicians, will also satisfy appropriate minimum qualifications for assigned work. Prior written approval from DTSC is required for all personnel not identified on the PM/QA Contractor's organization chart or the PM/QA Contractor's cost proposals before providing services under this PM/QA Contract.
  - F. D. The PM/QA Contractor is responsible for providing fully trained personnel to efficiently perform the work.
  - ~~G.~~ E. In location(s) where the PM/QA Contractor personnel is expected to work for extended period(s) of time, the PM/QA Contractor will either relocate the personnel or make every effort to hire local persons. Such relocation is not anticipated for this PM/QA Contract.
  - H. F. The PM/QA Contractor and all subcontractors shall comply with applicable Labor Code requirements in performance of any Prevailing Wage Work; see further detail in Exhibit D. The PM/QA Contractor is responsible for communications with the California Department of Industrial Relations regarding applicability of prevailing wage classifications.
- 8) Exhibit A, Scope of Work, Section G is added as follows:

**G. Changing Personnel Assigned to Tasks: Except as provided herein, the PM/QA Contractor will not change the task(s) performed by each of its personnel without the prior written consent of the DTSC Contract Manager. Every month, no later than five (5) business days before the end of the month, the PM/QA Contractor must provide a written report to the DTSC Contract Manager with the following (Personnel Report):**

1. **All PM/QA Contractor personnel who provided services on this Contract for the current month, including the task(s) performed, and the corresponding hours, for each individual.**
2. **All PM/QA Contractor personnel intended to provide services on this Contract for the upcoming month, including the proposed task(s) and the corresponding estimated hours for each individual. The PM/QA Contractor must clearly highlight any proposed changes to the personnel assigned to a specific task(s).**

Upon receipt of a complete Personnel Report, DTSC will have three (3) business days to approve in writing any changes to the PM/QA Contractor personnel performing each task. DTSC's approval will not be unreasonably withheld. If DTSC fails to respond to any changes within the three (3) business days review period, the parties will meet and confer as soon as possible to obtain DTSC written approval. Until the parties meet and confer and DTSC written approval is obtained, the PM/QA Contractor will not change the tasks performed by each of its personnel.

9) Exhibit A, Scope of Work, Section 11 is added as follows:

#### 11. Personnel Specifications

##### 1. PM/QA Contractor Representative (Principal Professional)

Primarily under the direction of the DTSC Project Manager, will provide senior level consultation and leadership to DTSC Unit Chiefs, and support the DTSC Project Manager with "program-level management" including development of project control strategies and facilitating communication between DTSC's multi-disciplinary team, the PM/QA Contractor's team, Removal Contractors, outside government agencies and other project stakeholders. The individual designated to represent PM/QA Contractor in the ongoing management of the Contract and Work Orders issued under the authority of the Contract. This person will coordinate all activities performed under the contract and should be knowledgeable about most technical aspects of the project. Minimum experience required: California Licensed Professional Engineer (PE) and 10+ years performing the services described in this section.

##### 2. PM/QA Contract Lead Representative (Program Manager)

The individual designated by the PM/QA Contractor to represent the PM/QA Contractor in the ongoing management and administration of the Contract and Work Orders issued under the authority of the Contract. The individual designated will be responsible for managing the implementation of the work and ensuring the quality of work provided by the engineers, field personnel, and all other support staff and subconsultants for the PM/QA Contractor. The PM/QA Contractor Representative will work with DTSC Unit Chiefs and support the DTSC Project Manager in the event that the Lead Representative is not available. Minimum experience required: PE and 10+ years performing the services described in this section.

##### 3. Field Engineer/Geologist

###### a. Field Engineer Intern

Provide engineering support to the PM/QA Contractor. The Field Engineer Intern must be enrolled in a college or university curriculum leading to a

bachelor's degree or advanced degree in civil, mechanical, electrical, environmental or sanitary engineering and also be an employee of the PM/QA Contractor. Under close supervision and oversight of a Licensed Professional Engineer, the Field Engineer/Geologist Intern will assist in reviewing of property-specific workplans, maintaining logs and databases, supporting PM/QA Contractor's Letter of Completion (LOC) submittals, and document reviews pertinent to the Exide Lead Remediation project. A Field Engineer Intern may also provide limited assistance in developing reports and presentations to ensure Contractor's compliance with the Cleanup Plan. Overtime is not permitted for interns.

b. Field Engineer/Geologist I

Provide engineering support to the PM/QA Contractor. The Field Engineer/Geologist I may be responsible for reviewing property-specific workplans, maintaining logs and databases, supporting PM/QA Contractor's Letter of Completion (LOC) submittals and document reviews pertinent to the Exide Lead Remediation project. Field Engineer/Geologist I performs work under the direction and oversight of a Licensed Professional Engineer. The Field Engineer/Geologist I may also provide assistance in developing reports and presentations and support field oversight activities to ensure Contractor's compliance with the Cleanup Plan. Minimum experience required: 0-2 years performing the services described in this section.

c. Field Engineer/Geologist II

Provide engineering support and perform PM/QA Contractor's oversight activities to ensure compliance with the Cleanup Plan. Field Engineer/Geologist II must possess a knowledge of fundamental engineering principles and exercise sound technical judgment. The Field Engineer/Geologist II will be responsible for reviewing contract specifications and documentation, detailed property-specific workplans, and Removal Contractor's LOC, maintaining existing logs and databases, conducting document reviews pertinent to the Exide Lead Remediation, and coordinating with project team members on any issues that may arise. The Field Engineer/Geologist II may be a PE and provide field oversight activities such as the review of property specific workplans and inspections of Removal Contractor field activities. Minimum experience required: 2-5 years performing the services described in this section.

d. Field Engineer/Geologist III

Field Engineer/Geologist III is responsible for conducting document and submittal reviews to ensure compliance with the Cleanup Plan. The position requires knowledge of typical construction activities and processes and the ability to perform independent work requiring sound engineering judgment. The Field Engineer/Geologist III will be expected to

perform project document reviews, attend project and/or contract meetings as needed, establish processes and procedures for the facilitation of field oversight activities, and day-to-day support for program management. The Field Engineer/Geologist III may observe and provide guidance to lower-step engineers and field staff to ensure contract requirements are met. The Field Engineer/Geologist III will be responsible for reviewing LOCs and ensuring that the documentation provided by the contractor meets the goals, requirements, and needs of DTSC. Minimum experience required: 5-10 years performing the services described in this section; PE is preferred, but long-term field experience may substitute the PE requirement.

e. Field Engineer/Geologist IV – Professional Engineer

Field Engineer/Geologist IV is responsible for conducting document and submittal reviews to ensure compliance with the Cleanup Plan. The position requires thorough knowledge of typical construction activities and processes and the ability to perform independent work requiring sound engineering judgment. The Field Engineer/Geologist IV will be expected to perform project document reviews, attend project and/or contract meetings as needed, establish processes and procedures for the facilitation of field oversight activities, and day-to-day support for program management. The Field Engineer/Geologist IV may support discussions regarding quality assurance, resource management, communications management, and other contract management needs. The Field Engineer/Geologist IV may observe and provide guidance to lower-step engineers and field staff to ensure contract requirements are met. As a PE, the Field Engineer/Geologist IV will be responsible for the review of LOCs and ensuring that the documentation provided by the contractor meets the goals, requirements, and needs of DTSC. Minimum experience required: PE and 7-15 years performing the services described in this section.

f. Field Engineer/Geologist V – Professional Engineer

Field Engineer/Geologist V is responsible for conducting document and submittal reviews to ensure compliance with the Cleanup Plan. The position requires significant knowledge of typical construction activities and processes and the ability to perform independent work requiring sound engineering judgment. The Field Engineer/Geologist V will be expected to perform project document reviews, attend project and/or contract meetings as needed, identify improvements to existing practices and processes of field oversight activities, and provide day-to-day support for program management. The Field Engineer/Geologist V may support discussions regarding quality assurance, resource management, communications management, and other contract management needs. The Field Engineer/Geologist V may observe and provide guidance to low-step engineers and field staff to ensure contract requirements are met. As a PE, the Field Engineer/Geologist V will be responsible for the review of LOCs and ensuring that the documentation provided by the contractor meets the



goals, requirements, and needs of DTSC. A Field Engineer/Geologist V must be considered technical experts in their engineering field and are used as resources for their experience, knowledge, and guidance to other team members. Minimum experience required: PE and 12+ years performing the services described in this section.

4. Field Oversight

a. Field Oversight I

Provide support to project planning and field operations. This may include supporting review of property-specific workplans, conducting initial reviews of LOCs, and conducting regular in person field visits to provide quality assurance of the Removal Contractor(s) performance and compliance with applicable workplans, and project and contract requirements. Field Oversight I staff are required to document all inspections and oversight activities in daily field visit reports and may be asked to support document reviews on an as needed basis. Minimum experience required: 0-2 years performing the services described in this section.

b. Field Oversight II

Provide support to project planning and field operations. Field Oversight II staff are expected to have a working knowledge of typical construction activities and processes and use this knowledge to train and support more junior staff. Field Oversight II staff are responsible for the review of property-specific workplans, may do initial reviews of LOCs, and conduct regular in person field visits to provide quality assurance of the Removal Contractor(s) performance and compliance with applicable workplans, and project and contract requirements. Field Oversight II staff are required to document all inspections and oversight activities in daily field visit reports and may be asked to support document reviews on an as needed basis. Minimum experience required: 2-5 years performing the services described in this section.

5. Financial Analyst – Senior

Provide oversight and cost management of contractor activities through review of Removal Contractor invoices in a timely manner. Work with the database support staff to ensure that Removal Contractor invoices are uploaded appropriately into the database for tracking and financial management of each of the cleanup contractors' progress. Identify potential conflicts and deductions during the review of the interim and final invoices. Minimum experience required: 10+ years performing the services described in this section.

6. Database Support

Under the direction of the PM/QA Contractor Leads, the database support personnel will provide technical services to develop, manage, and maintain a database to be used by the PM/QA Contractor and DTSC for the Cleanup Plan. The designated individual should have an understanding of the project goals and requirements in addition to working knowledge of some of the technical aspects of the project in order to be able to maximize efficiencies in the development and maintenance of the system. Minimum experience required: 10+ years performing the services described in this section.

7. Public Participation Specialist I

Provide project logistics support as directed by the DTSC Project Manager. The Specialist I will support the DTSC Public Participation staff with outreach activities, scheduling initial meetings, coordinating preconstruction meetings, and obtaining access agreements from property owners/meetings. The Specialist I staff must maintain flexible working hours in order to best facilitate communicating and connecting with property owners as residents are typically unavailable during normal business hours. Minimum Experience Required: 0-5 years of experience performing the services described in this section; Bilingual – Spanish Preferred.

8. Public Participation Specialist II

Provide project logistics support as directed by the DTSC Project Manager. The Specialist II will support the DTSC Public Participation staff and will lead and guide more junior staff with outreach activities, scheduling initial meetings, coordinating preconstruction meetings, and obtaining access agreements from property owners/meetings. The Specialist II staff must maintain flexible working hours in order to best facilitate communicating and connecting with property owners as residents are typically unavailable during normal business hours. Minimum Experience Required: 5+ years of experience performing the services described in this section; Bilingual – Spanish Preferred.

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

10) Exhibit B, Budget Detail and Payment Provisions, Section 1, Subsection F is modified as follows:

**1. Invoicing and Payment**

F. Overtime – PM/QA Contractor may charge overtime for the **approved** non-exempt employees **as** identified **in a Work Order and in accordance with this section and the corresponding classification overtime and premium time rates in Exhibit B, Attachment 1, Cost Sheet** ~~on Exhibit B, Attachment 1, Cost Sheet~~. Overtime must be pre-approved in writing by the DTSC Contract Manager before it is incurred. The DTSC Contract Manager may provide a “blanket pre-approval” for limited amounts of overtime, when appropriate. Overtime (OT)/Premium Time (PT) may be charged only when it is required by State and Federal law.

11) Exhibit B, Budget Detail and Payment Provisions, Section 5 is modified as follows:

**5. Travel Costs**

PM/QA Contractor will not be reimbursed for any travel expenses or labor for daily travel to or from Commerce, the PIA, or surrounding areas, except for staff based in Roseville, CA<sup>2</sup> or as outlined in paragraph 8. If PM/QA Contractor is required to travel more than 50 miles from these locations, e.g. Sacramento, PM/QA Contractor shall submit an estimate for the travel costs to the DTSC Contract Manager prior to the date of travel. PM/QA Contractor shall make every reasonable effort to secure airfares of less than \$500 roundtrip, before taxes. Travel costs will be billed at actual costs not to exceed the Human Resources’ Rules and Regulations and without markup or profit. (See <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>)<sup>3</sup>. All travel costs, except as outlined in paragraph 8, must be approved in writing in advance **by the DTSC Contract Manager**. The PM/QA Contractor will provide travel, meal/per diem, and hotel receipts to the Department with invoices.

12) Exhibit B, Budget Detail and Payment Provisions, Section 6 is modified as follows:

**6. Progress Payments**

DTSC will make progress payments to PM/QA Contractor, for Tasks 1.1 and 1.2. Ten percent of each invoice amount for Tasks 1.1 and 1.2 shall be withheld pending final completion of the related Task. The ten percent withhold will only apply to Tasks 1.1, **and** 1.2 ~~and~~. The amount withheld for each Task will be returned to PM/QA Contractor upon completion and acceptance of each Task. PM/QA Contractor must document the 10 percent withhold in each monthly invoice until Tasks 1.1 and 1.2 are completed, and

<sup>2</sup> Staff based in Roseville, CA include Aaron Prehlik.

<sup>3</sup> In the event that CalHR does not address a specific issue the contractor shall conform to Caltrans Travel Guide, Consultants/Contractors Travel Policy (<http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>)

then invoice for the amount withheld after each Task has been completed and accepted by DTSC.

13) Exhibit B, Budget Detail and Payment Provisions, Section 7 is modified as follows:

**7. Contract Rates**

Fully Loaded Rates: The hourly rates provided for the Personnel on Exhibit B, Attachment 1 – Cost Sheet are Fully Loaded Rates as defined in Exhibit E. No other charges shall be billed to DTSC under the Contract, unless authorized by an approved Work Order.

Cost Control: PM/QA Contractor and all subcontractors shall assign staff to perform work in furtherance of the Contract so as to fulfill terms of Contract in the most cost-efficient manner possible consistent with all applicable performance and quality assurance standards.

14) Exhibit B, Budget Detail and Payment Provisions, Section 8 is modified as follows:

**8. Mileage and Field Vehicles Charges**

Field vehicles are only reimbursable for subcontractors to GAI, at rates presented in Exhibit B, Attachment 1 – Cost Sheet. Field vehicles are included in the fully loaded overhead rate for GAI employees as described in Exhibit E.

Mileage charges for use of vehicles shall be at State of California rates for current year incurred, as presented at <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>. Vehicle mileage shall be based on the number of miles driven within Preliminary Investigation Area only. Vehicle use will only be incurred for PM/QA subcontractors (non-GAI employees). GAI employees will use company assigned field vehicles and costs are covered under fully loaded rates as defined in Exhibit E.

DTSC will reimburse PM/QA Contractor for the actual cost for the rental and required fuel for compact or intermediate vehicle, from a commercial vendor only in association with pre-DTSC-approved travel outside of respective home work areas<sup>4</sup>. Fuel for such vehicles is reimbursable.

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<sup>4</sup> Home work area is Roseville, CA for GAI Project Manager – Aaron Prchlik and is the Preliminary Investigation Area for all other PM/QA staff.

**EXHIBIT B Attachment 1 – Cost Sheet**

15) Exhibit B, Budget Detail and Payment Provisions, Exhibit B Attachment 1 – Cost Sheet, is replaced in its entirety with the following:

Classification	Labor Rate (\$/hr)	Overtime <sup>a</sup> (\$/hr)	Premium Time <sup>a</sup> (\$/hr)	Sub Tasks
Principal Professional	\$184.65			1.1, 1.2, 2.1, 2.2, 2.3, 3.1, 3.2, 3.3, 4
Program Manager	\$208.59			1.1, 1.2, 2.1, 2.2, 2.3, 3.1, 3.2, 3.3, 4
Financial Analyst - Senior	\$145.95	\$204.13	\$222.25	2.1, 2.3
Database Support	\$175.00			1.1, 1.2, 2.1, 2.3
Field Engineer/Geologist V	\$201.43	\$261.86	\$302.15	2.1, 2.2, 2.3, 3.1, 3.2, 3.3
Field Engineer/Geologist IV	\$186.50	\$242.45	\$279.75	2.1, 2.2, 2.3, 3.1, 3.2, 3.3
Field Engineer/Geologist III	\$177.93	\$231.31	\$266.90	2.1, 2.2, 2.3, 3.1, 3.2, 3.3
Field Engineer/Geologist III (Subcontractor: Geocon)	\$145.60	\$204.13	\$222.25	2.1, 2.2, 2.3, 3.1, 3.2, 3.3
Field Engineer/Geologist II	\$162.65	\$211.45	\$243.98	2.1, 2.2, 3.1, 3.2, 3.3
Field Engineer/Geologist I	\$143.78	\$191.67	\$221.16	2.1, 2.2, 3.1, 3.2, 3.3
Engineering Intern	\$60.00			
Field Oversight II	\$162.65	\$211.45	\$243.98	2.1, 2.2, 3.1, 3.2, 3.3
Field Oversight I	\$143.78	\$191.67	\$221.16	2.1, 2.2, 3.1, 3.2, 3.3
Public Participation Specialist II (Subcontractor: MBI)	\$113.21			2.2
Public Participation Specialist I	\$92.25			2.2
Field Vehicles <sup>b</sup>				\$ 61.90/DAY

**Notes**

- a) Overtime (OT) and Premium Time (PT) must be requested and approved by DTSC prior to work being performed. Only **nonexempt** employees **that have been approved by DTSC** with OT/PT rates above are eligible for OT/PT rates.
- b) Field Vehicle rate applicable to MBI and Geocon field personnel only. Field Vehicle rate is inclusive of all fuel, mileage, maintenance etc. charges.
- c) Rates are good through June 30, 2021.
- d) Subconsultant invoices will be invoiced at cost plus 4% (included in rates above).
- e) This Contract will be time and materials, for an amount not to exceed \$5,350,946 (\$4,864,497 plus a contingency of \$486,450). Access to and use of funding from the contingency line item shall be directed by the DTSC Contract manager only and requires written approval by the DTSC Contract Manager through a Work Order.

**EXHIBIT D – Special Terms and Conditions**

16) Exhibit D, Special Terms and Conditions, Section 9, is modified as follows:

**9. Contract Rates**

Contract rates to be paid to the PM/QA Contractor shall not exceed the rates listed in Exhibit B, Attachment 1, Cost Sheet. Such rates shall be in effect for the Contract term. When applicable, DTSC reserves the right to pay labor rates commensurate with the type/level of work performed regardless of the labor classification performing the work. DTSC and the PM/QA Contractor mutually agree and acknowledge that all unit rates are for billing purposes and do not necessarily reflect actual amount(s) to be paid by the PM/QA Contractor to subcontractors or employees.

17) Exhibit D, Special Terms and Conditions, Section 27, is modified as follows:

**27. Substitution of Subcontractors/Staffing**

After award of this Contract, the PM/QA Contractor must use the subcontractors, including DVBE and MBE/WBE subcontractors and/or suppliers that they proposed at the time of execution of this Contract unless a substitution **for a subcontractor of the same classification and rate listed in Exhibit B, Attachment 1 – Cost Sheet** is requested. The PM/QA Contractor must request the substitution in writing for approval by **the** DTSC Contract Manager. The request for substitution of the DVBE and MBE/WBE, and DTSC's approval, cannot be used as an excuse for noncompliance with any other provision of both state and federal law, especially when federal funds are used, including, but no limited to, the subletting and subcontracting.

**All substitution of Subcontractors and staff must follow the terms stated in Exhibit A, Section 10, Subsection A** ~~When substituting subcontractors for Project-specific services not detailed in the Contract, the Work Orders will specify that the PM/QA Contractor will obtain written estimates from at least three (3) subcontractors. The PM/QA Contractor will be required to select a substituted subcontractor based on the subcontractor's cost estimate and qualifications to do the specific task. The PM/QA Contractor will be required to obtain written approval from the DTSC Contract Manager prior to utilizing the substituted subcontractor's services.~~

Cost billed for subcontracted services, which are also included in the Contract Rate, shall not exceed the Contract Rate. For example, if a fixed rate has been established for a labor category set forth in the Contract Rate Schedule for the PM/QA Contractor, but the PM/QA Contractor decides to provide that labor category through a subcontractor, reimbursement for that labor category shall be at cost (including applicable indirect cost), but shall not in any event exceed the Contract Rate established in this Contract for that labor category for the PM/QA Contractor. Additional services may be subcontracted with the written approval of the DTSC Contract Manager. All labor cost estimates and invoicing shall be in compliance with requirements of the California Labor Code section 1770 *et seq.*, California Code of

Regulations, title 8, section 16000 *et seq.*, and related regulations and guidance from DIR regarding payment of prevailing wages; see Section 9 of Exhibit A for additional detail.

18) Exhibit D, Special Terms and Conditions, Section 31, is modified as follows:

**31. Work Orders**

DTSC may use Work Orders to direct work under the contract. If DTSC chooses to use Work Orders, they ~~will~~ **may** follow the requirements outlined below. Upon approval, Work Orders are incorporated into this Contract.

The Work Order will be prepared by, or at the direction of, the DTSC Contract Manager in consultation with the Contractor (see Attachment 1 to this Exhibit, (Work Order Approval Form) and Attachment 2 to this Exhibit (Field Order Form)).

A Work Order ~~must~~ **may** include:

- Work Order Approval Form (Attachment 1 to this Exhibit);
- Detailed Scope of Work to be performed shall include the format and content of deliverables required;
- Performance time schedule indicating when subtasks are to be completed and/or deliverables submitted;
- Total dollar amount of Work Order;
- Conditions of payment for the ordered services;
- Detailed Project budget by task (or subtask) to perform specific element(s) of work;
- Identification of key Project staff by classification; and
- Requirement of compliance with prevailing wage laws and related laws by the Contractor and all subcontractors; see Section 9 of Exhibit A for additional detail.

**Start Work Order**

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

The Contractor shall immediately notify the DTSC Contract Manager and the DTSC Project Manager, or their designee, of any conditions or events that may interfere with completion of the work, or require a modification of the Work Order. The DTSC Contract Manager, in a reasonable time, will provide written direction to the Contractor clarifying any required adjustment to the Work Order. DTSC has no obligation to pay any charges for materials or work related to any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, or changes and additions not authorized in writing by the DTSC Contract Manager.

#### Work Order Modifications

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

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

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

#### Stop Work Orders

DTSC, in its sole discretion, may cancel or stop work on a Work Order at any time for any reason. The DTSC Contract Manager or their designee will notify the Contractor in writing that the Work Order has been cancelled or suspended, and will authorize payment to the Contractor for actual work completed to date after submission of an approved invoice.

#### Work Order Deliverables/Reporting Requirements

All deliverables and reports shall be delivered to the DTSC Contract Manager or to another location, as specified in the Work Order. Each Work Order shall specifically describe the work to be performed and/or the work product(s) to be delivered.

- All technical reports and documents shall be signed, stamped and/or certified as directed by DTSC.
- All reports shall be prepared as detailed in the Work Order.

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

The Contractor shall prepare a monthly summary report for a Work Order and submit it with the associated invoice. Should DTSC require more frequent or detailed progress reporting on specific Work Orders, the Work Order will specify the specific reporting requirements and funding.