



Matthew Rodriguez
Secretary for
Environmental Protection



Department of Toxic Substances Control

Barbara A. Lee, Director
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806



Edmund G. Brown Jr.
Governor

July 20, 2016

Mr. John E. Juhrend
Geocon Consultants, Inc.
3160 Gold Valley Drive, Suite 800
Rancho Cordova, California 95742

Subject: Contract Number 15-T4124 Air Emissions

Dear Mr. Juhrend,

Enclosed for your records is a copy of the fully executed Standard Agreement for the above mentioned Contract. Original documents will be sent via U.S. Mail.

Thank you for your cooperation during the entire process. If you have any questions, please contact me at (916) 322-9326.

Sincerely,

Judy Chambers
Contract Development Unit

Enclosure

cc: Edward Benelli
John Muegge
Megan Cambridge
Rich Brausch

"FULLY EXECUTED"

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

15-T4124

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Toxic Substances Control

CONTRACTOR'S NAME

Geocon Consultants, Inc.

2. The term of this Agreement is: June 30, 2016 through October 31, 2016

3. The maximum amount of this Agreement is: \$ 210,000.00 Two Hundred Ten Thousand Dollars and No Cents

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

Exhibit A – Scope of Work 9 page(s)

Exhibit B – Budget Detail and Payment Provisions 3 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 9 page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 2 page(s)

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

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

CONTRACTOR

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

Geocon Consultants, Inc.

BY (Authorized Signature)

DATE SIGNED (Do not type)

6/23/16

PRINTED NAME AND TITLE OF PERSON SIGNING

John E. Juhrend, PE, CEG

ADDRESS

3160 Gold Valley Drive, Suite 800, Rancho Cordova, CA 95742

STATE OF CALIFORNIA

AGENCY NAME

Department of Toxic Substances Control

BY (Authorized Signature)

DATE SIGNED (Do not type)

6/30/16

PRINTED NAME AND TITLE OF PERSON SIGNING

Ed Scholte, Procurement and Contracting Officer

ADDRESS

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

California Department of General Services Use Only

CJG

APPROVED

JUL 19 2016

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

Exempt per:

[Handwritten signature]

SCOPE OF WORK

1. Geocon Consultants Inc., (Contractor) agrees to enter into a Contract with the Department of Toxic Substances Control (DTSC) to provide the personnel, services, materials, and equipment that are necessary to conduct the Sampling, Analysis, and Assessment of Off-Site Migration of Air Emissions at three (3) metal shredding facilities and two (2) land disposal sites for metal shredder waste. The metal shredding facilities are: (1) Sims Metal Management, Redwood City (Sims), (2) SA Recycling, Bakersfield (SA-Bakersfield), and (3) SA Recycling, Terminal Island, (SA-TI). The land disposal sites are: (1) Simi Valley Landfill, Simi Valley (Simi), and (2) Altamont Landfill & Resource Recovery, Livermore (Altamont). The term of this Contract is through September 30, 2016 for an amount not to exceed \$210,000.00. This Contract may be amended in writing upon mutual agreement.
2. The DTSC Contract Manager and Contractor's Representative, during the term of this Contract will be the following:

Contract Manager

Department of Toxic Substances Control
Mr. Edward Benelli
Research and Policy Development
Hazardous Waste Management Program
Department of Toxic Substances Control
P.O. Box 806
Sacramento, CA 95812-0806
Phone (916) 324-6564
Fax (916) 322-1005
Edward.Benelli@dtsc.ca.gov

Contractor Representative

Geocon Consultants, Inc.
Jim Brake, PG
3160 Gold Valley Drive, Suite 800
Rancho Cordova, CA 95742
Phone: (916) 852-9118
Cell: (916) 870-1180
Fax: (916) 852-9132
brake@geoconinc.com

3. The DTSC Project Manager and Contractor's Project Representative for this Contract will be:

Project Manager

Department of Toxic Substances Control
Mr. John Muegge
Research and Policy Development
Hazardous Waste Management Program
Department of Toxic Substances Control
P.O. Box 806
Sacramento, CA 95812-0806
Phone (916) 322-0471
Fax (916) 322-1005
John.Muegge@dtsc.ca.gov

Project Representative

Geocon Consultants, Inc.
Jim Brake, PG
3160 Gold Valley Drive, Suite 800
Rancho Cordova, CA 95742
Phone: (916) 852-9118
Cell: (916) 870-1180
Fax: (916) 852-9132
muegge@geoconinc.com

Administrative Contact

Ms. Annette Stark
Department of Toxic Substances Control
1001 I Street, P.O. Box 806
Sacramento, California 95812
Phone: (916) 324-9821
annette.stark@dtsc.ca.gov

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

Background

Metal shredding facilities process end-of-life vehicles, appliances, and other forms of scrap metal to recover iron, steel, aluminum, and copper for re-use in new metal products. The metal shredding process generates large amounts of metal shredder waste, which consists of plastics, rubber, glass, foam and fabrics, automobile fluids, dirt, and residual metals. The metal shredding process also has the potential to create significant amounts of environmental contamination in the forms of storm water runoff, contaminated soil, contaminated groundwater, and fugitive air emissions. This project focuses on fugitive air emissions from representative metal shredding facilities and land disposal sites for metal shredder waste.

Although metal shredder waste typically does not exceed the Federal regulatory levels established by the Resource Conservation and Recovery Act (RCRA), metal shredder waste has been regulated as a California-only non-RCRA hazardous waste since 1984 because residual levels of copper, lead, and zinc often exceed California's more stringent regulatory thresholds. Six large metal shredding facilities are currently authorized by DTSC to conduct metal shredding operations. Five of the facilities treat the metal shredding waste with a cement product which is intended to reduce the solubility of the metals and render the waste less hazardous. The sixth facility transfers their waste out of state for further processing. The treated waste is then disposed in class II or class III landfills, where it is largely used as alternative daily cover. Approximately 480,000 tons of metal shredder wastes are used as alternative daily cover in California landfills each year.

Senate Bill (SB) 1249 (Hill, Chapter 756, Statutes of 2014) became law on January 1, 2015 and requires DTSC to evaluate the risks and threats posed by metal shredders and the management of metal shredder waste. DTSC is authorized by the statute to develop alternative management standards for metal shredding facilities. DTSC has developed a three-year work plan to conduct the evaluation required by SB 1249, which includes an assessment of the potential impacts of off-site migration of air emissions.

The three metal shredding facilities specified in this Scope of Work (SOW) represent examples of larger and smaller operations, and represent facilities located in different geographical regions of the state and operating under different local Air Quality Management Districts (AQMDs). The two landfills specified in this SOW represent larger disposal sites located in different geographical regions of the state. These sites were chosen in order to observe a cross-section of representative metal shredding and metal shredder waste management operations under a variety of geographic conditions.

Intent of Scope of Work

The intent of this Scope of Work is to observe a cross-section of representative metal shredding and metal shredder waste management operations under a variety of geographic conditions. The Contractor will conduct air sampling, both upwind and downwind for particulate matter, toxic organic compounds, and asbestos. The Contractor will monitor all relevant meteorological data during the air sampling. Quantification of particulate matter species (PM10, PM2.5) shall include quantification of trace metals including all CAM 17 metals (Title 22 of the California Code of Regulations section 66261.24), plus additional metals associated with metal shredding operations. The Contractor will conduct fence-line or nearby monitoring and quantification of emissions, so that an inventory of fugitive emissions from each facility can be determined. DTSC will use data collected under this Contract to indicate the potential for emissions from metal shredding and metal shredder waste management operations. The specified sample collection and analysis must be of sufficient quality to support evaluation by DTSC for risk to sensitive populations using criteria developed for the California Air Resources Board (ARB) Air Toxic Hot Spots Program Air Toxics "Hot Spots" Program (The Air Toxics Hot Spots Information and Assessment Act, AB 2588, Connelly as amended by SB 1731, Calderon), as found in the California Health and Safety

Code sections 44300-44394.

The Contractor will provide individual Draft and Final Summary Reports in the form of a Letter Report on each facility. The Reports for each facility shall include all laboratory analytical data reports, all field observations such as photographs, meteorological observations, and notes, and summaries of each sampling event. The proposed metal shredding facilities and land disposal sites are shown in Table 1.

Table 1 Proposed Metal Shredding Facilities and Disposal Sites

METAL SHREDDING FACILITIES AND LAND DISPOSAL SITES	AIR DISTRICT AND CONTACTS
Sims Metal Management 699 Seaport Blvd Redwood City, CA 94063-2712	Bay Area Air Quality Management District 939 Ellis Street San Francisco, CA 94109-7799 Eric Stevenson Director of Meteorology, Measurement and Rules 415-749-4695 estevenson@baaqmd.gov
SA Recycling, Bakersfield 2000 E Brundage LN Bakersfield, CA 93307-2734	San Joaquin Valley Air Pollution Control District 1990 E. Gettysburg Fresno, CA 93726 Brian Clemente- Program Manager – Permit Services 559-230-5921 Brian.Clements@valleyair.org Esteban Gutierrez - Supervising Air Quality Specialist 559-230-5882 Esteban.Gutierrez@valleyair.org David Garner - Senior Air Quality Specialist 559-230-5938 David.Garner@valleyair.org
SA Recycling, Terminal Island 901 New Dock ST Terminal Island, CA 90731	South Coast Air Quality Management District 21865 Copley Dr. Diamond Bar, CA 91765-4182 Mohan Balagopalan –Senior A.Q. Engineering Manager 909-396-2704 mbalagopalan@aqmd.gov
Simi Valley Landfill & Recycling Center 2801 Madera Simi Valley, CA 93065	Ventura County Air Pollution Control District 669 County Square Drive, 2nd Floor Ventura, CA 93003-5417 Michael Villegas - Air Pollution Control Officer/Executive Officer 805/645-1440 mike@vcapcd.org Mallory Ham- Monitoring Division Manager 805/662-6959 mallory@vcapcd.org

METAL SHREDDING FACILITIES AND LAND DISPOSAL SITES	AIR DISTRICT AND CONTACTS
Altamont Landfill & Resource Recovery 10840 Altamont Pass Livermore, CA 94550	Bay Area Air Quality Management District 939 Ellis Street San Francisco, CA 94109-7799 Eric Stevenson Director of Meteorology, Measurement and Rules 415-749-4695 estevenson@baaqmd.gov

SCOPE OF WORK

The tasks necessary to meet the stated objective are described in detail in this section.

Task 1 – Development of Sampling Work Plan

The Contractor shall prepare a Sampling Work Plan (SWP) which summarizes and details the quantitative assessment of off-site migration of particulate matter, toxic organic compounds, and asbestos air emissions from generating facilities and receiving landfills. The SWP shall provide a clearly stated set of objectives with pre-defined criteria for the planned field studies, and the need for additional sampling, to be conducted as necessary, to achieve the necessary data quality objectives.

The Contractor shall contact the DTSC Project Manager prior to preparation of the SWP. The Contractor shall provide the DTSC Project Manager with a draft of the SWP for review. The Contractor will revise the SWP to incorporate comments by DTSC and submit a final document for DTSC approval. The SWP shall be final and approved by DTSC prior to commencing any field sampling activities. The final SWP shall be delivered thirty (30) days after the contract is approved, or by July 31, 2016, whichever is sooner.

The Sampling Work Plan shall include:

Air Monitoring Locations

The SWP shall include four (4) sampling locations placed at or near each property line for each location to ensure adequate measurement of the potential for off-site impacts. The sampling locations placed shall be placed at the best locations to capture data from upwind and downwind of the site. The Contractor shall utilize National Weather Service forecasts and review current conditions and recent trends from an onsite meteorological station to position the monitors prior to start of sampling. All relevant meteorological conditions during the sampling periods including wind direction, wind speed, relative humidity, and temperature shall be recorded. The location of each sampling station shall be determined by GPS and each location shall be photographed.

Metals and Asbestos Analysis

The SWP shall include sampling, analysis, and assessment of off-site migration of air emissions for particulate matter species that can be evaluated using the criteria developed for the ARB Air Toxics “Hot Spots” Program. The particulate matter species (PM10, PM2.5) shall include quantification of trace metals including all CAM 17 metals, plus metals associated with metal shredding operations, plus asbestos. The proposed suite of analytical constituents is shown in Table 2.

Equipment for Metals Analysis

The SWP shall include sampling equipment and methods equivalent to the United States Environmental Protection Agency (US EPA) Reference Methods for measuring ambient air quality found in Appendices B, J, L, and O of Title 40 of the Code of Federal Regulations (CFR) Part 50.¹ The equipment and sampling methods employed shall provide a measurement of the mass concentration of total suspended particulate matter in ambient air, and the size of the sample collected shall be adequate for subsequent chemical analysis. The air sampler shall draw a measured quantity of ambient air through a filter during a 24-hr (nominal) sampling period. The filters specified shall have a minimum collection efficiency of 99 percent for 0.3 µm and greater sized particles.

Table 2 Proposed Suite of Metallic Analytical Constituents

MATALLIC SPECIES ASSOCIATED WITH METAL SHREDDING OPERATIONS:	
Aluminum ¹	Iron ¹
Antimony ¹	Lead ^{1,3}
Arsenic ^{1,3}	Manganese ^{1,3}
Asbestos ^{3,4}	Molybdenum ¹
Barium ¹	Nickel ^{1,3}
Beryllium ^{1,3}	Selenium ^{1,3}
Cadmium ^{1,3}	Silver ¹
Calcium ¹	Thallium ¹
Chromium ^{1,3}	Tin ¹
Cobalt ¹	Vanadium ^{1,3}
Copper ^{1,3}	Zinc ¹

Footnotes:

- 1) Example Analytical Methodology: EPA 200.7, EPA 6010B, EPA 6010C
- 2) Example Analytical Methodology: EPA 245.1/EPA 7470A, EPA 7471A/EPA 7471B
- 3) Substances listed in the Air Toxics “Hot Spots” Emission Inventory Criteria and Guidelines, Appendix A-1 list of “Substances for Which Emissions Must Be Quantified.”
- 4) Toxic Air Contaminant

US EPA Designated Methods

US EPA Designated Methods for PM_{2.5} mass are found in Part 50 Appendix N and 40 CFR Part 50 App L. US EPA Designated Methods for PM₁₀ (low-vol) mass are found in 40 CFR Part 50 App L. US EPA Designated Methods for TSP mass are found in 40 CFR Part 50 App B. Lead analysis from above methods are found in TSP-Pb: 40 CFR Part 50 App G, and PM₁₀-Pb: 40 CFR Part 50 App Q. A Summary of Applicable Requirements for Reference and Equivalent Methods for Air Monitoring of Criteria Pollutants are shown in Table 3.

¹ Title 40 of the Code of Federal Regulations, Part 50, Appendix B - *Reference Method for the Determination of Suspended Particulate Matter in the Atmosphere (High Volume Method)*; Appendix J - *Reference Method for the Determination of Particulate Matter as PM₁₀ in the Atmosphere*; Appendix L - *Reference Method for the Determination of Fine Particulate Matter as PM_{2.5} in the Atmosphere*; and Appendix O - *Reference Method for the Determination of Coarse Particulate Matter as PM_{10-2.5} in the Atmosphere*.

Table 3 Applicable Requirements for Reference and Equivalent Methods for Air Monitoring of Criteria Pollutants

Pollutant	Reference or equivalent	Manual or automated	Applicable part 50 appendix	Applicable subparts of part 53					
				A	B	C	D	E	F
Pb	Reference	Manual	G						
	Equivalent	Manual	G	✓		✓			
		Automated	G	✓		✓			
PM ₁₀ -Pb	Reference	Manual	Q						
	Equivalent	Manual	Q	✓		✓			
		Automated	Q	✓		✓			
PM ₁₀	Reference	Manual	J	✓			✓		
	Equivalent	Manual	J	✓		✓	✓		
		Automated	J	✓		✓	✓		
PM _{2.5}	Reference	Manual	L	✓				✓	
	Equivalent Class I	Manual	L	✓		✓		✓	
	Equivalent Class II	Manual	L ¹	✓		✓ ²		✓	✓ ¹²
	Equivalent Class III	Automated	L ¹	✓		✓		✓	✓ ¹
PM _{10-2.5}	Reference	Manual	L, O	✓				✓	
	Equivalent Class I	Manual	L, O	✓		✓		✓	
	Equivalent Class II	Manual	L, O	✓		✓ ²		✓	✓ ¹²
	Equivalent Class III	Automated	L ¹ , O ¹	✓		✓		✓	✓ ¹

1. Some requirements may apply, based on the nature of each particular candidate method, as determined by the Administrator.

2. Alternative Class III requirements may be substituted.

Toxic Organics

The SWP shall include sampling, analysis, and assessment of off-site migration of air emissions for toxic organic species that can be evaluated using the criteria developed for the ARB Air Toxics “Hot Spots” Program. The proposed suite of analytical constituents for toxic organic species is shown in Table 4.

Table 4 Toxic Organic Species

TOXIC ORGANIC SPECIES ASSOCIATED WITH METAL SHREDDING OPERATIONS:	
Substance	Chemical Abstract Number
Benzene ¹	71-43-2
Chloromethane ¹	74-87-3
1,1-Dichloroethene ¹	
Ethylbenzene ¹	100-41-4
4-Ethyltoluene ¹	622-96-8
Dichlorodifluoromethane ¹	75-71-8
Trichlorofluoromethane ¹	75-69-4
Dichlorodifluoromethane ¹	75-71-8
1,2,4-Trimethylbenzene ¹	95-63-6
Toluene ¹	108-88-3
1,3,5-Trimethylbenzene ¹	108-67-8
Xylenes ¹ (mixed isomers)	1330-20-7
4-Ethyltoluene ¹	622-96-8
Poly Chlorinated Biphenyls (unspeciated mixture)	1336-36-3
Formaldehyde	50-00-0
Vinyl chloride	75-01-4
BTEX (benzene, toluene, ethylbenzene, xylenes)	

Footnotes:

- 1) Toxic organics tested in *Source Test Report: Compliance Testing of An Air Pollution Control System at SA Recycling Terminal Island Facility*, Project No: 1234.010, Professional Environmental Services, Inc., Irwindale, California, July, 2012.

Equipment for Toxic Organics Analysis

Equipment used for collection and analysis of toxic organics shall meet the specifications established by the State of California Air Resources Board, and found in Air Monitoring Quality Assurance, Volume II, Standard Operating Procedures for Air Quality Monitoring, Appendix Q. Example models include: the Xontech Model 910a Sampler and Xontech Model 912 Sampling Adapter, summa canisters using EPA method TO-15 for VOCs and fluorocarbons and chlorofluorocarbons, XONTECH air sampler with DNPH cartridge for formaldehyde, and XONTECH air sampler with canister for BTEX and vinyl chloride.

Field Sampling Plan (FSP)

The FSP shall include the following: (1) Sampling objectives, including a brief description of data gaps and how the field sampling plan will address these gaps; (2) On-site and/or off-site sample locations, including a map showing these locations, and proposed frequency of sampling; (3) Sample designation or numbering system; (4) Specification of sampling equipment and procedures; (5) Sample handling and analysis including preservation methods, shipping requirements and holding times; (7) Analytical

laboratory and analytical procedures, and (7) Management plan for wastes generated.

Quality Assurance Project Plan (QAPP)

The QAPP to be developed by the Contractor shall specify procedures necessary to maintain consistent quality of field and laboratory data. This consistency must be achieved through the formal standardization and documentation of field and laboratory activities.

Health and Safety Plan (HSP)

The purpose of the HSP is to establish prudent health and safety guidelines which will minimize the risk of occupational accidents and exposure to hazardous substances associated with environmental sampling and removal activities of potentially contaminated soil, groundwater, and construction debris materials. The plan shall also provide emergency incidence response guidelines and contacts in the event of an occupational accident or hazardous exposure. Contractor shall submit a draft version of the document prior to its finalization. This plan shall include the following:

- a. Planned Site activities
- b. Site health and safety characterization
- c. Physical hazards
- d. Characterization of waste products
- e. Hazard evaluation of waste products
- f. Responsibilities of key personnel

Task 2 – Data Collection at Sims and Altamont Landfill Sites, Summary Reports

The Contractor shall coordinate with the Project Manager prior to any sample collection efforts. DTSC will assist the Contractor in obtaining the necessary access agreements for required field sampling. The Contractor shall collect sufficient meteorological data and field samples from upstream and downstream locations necessary to provide a statistically significant quantification of fugitive emissions of particulate matter and toxic organic species from the Sims and Altamont Landfill sites. Particulate matter samples shall be analyzed for all CAM 17 metals plus metals associated with metal shredding operations listed in Table 2, plus the toxic organic species listed in Table 4. The Contractor will provide a detailed draft report of the findings of Task 2 for on-going review and quality control to the Project Manager. Upon approval of the Project Manager, the Contractor will provide a detailed final report of the findings of Task 2. The final Summary Report for the Sims and Altamont Landfill sites shall be delivered thirty (30) days after completion of the field sampling activities, or by August 31, 2016, whichever is sooner.

Task 3 – Data Collection at SA-Terminal Island and Simi Valley Landfill, Summary Reports

The Contractor shall coordinate with the Project Manager prior to any sample collection efforts. DTSC will assist the Contractor in obtaining the necessary access agreements for required field sampling. The Contractor shall collect sufficient meteorological data and field samples from upstream and downstream locations necessary to provide a statistically significant quantification of fugitive emissions of particulate matter and toxic organic species from the SA-Terminal Island and Simi Valley Landfill sites. Particulate matter samples shall be analyzed for all CAM 17 metals plus metals associated with metal shredding operations listed in Table 2, plus the toxic organic species listed in Table 4. The Contractor will provide a detailed draft report of the findings of Task 3 for on-going review and quality control to the Project Manager. Upon approval of the Project Manager, the Contractor will provide a detailed final report of the findings of Task 3. The final Summary Report for the SA-Terminal Island and Simi Valley Landfill sites

shall be delivered thirty (30) days after completion of the field sampling activities, or by September 15, 2016, whichever is sooner.

Task 4 – Data Collection at SA-Bakersfield, Summary Reports

The Contractor shall coordinate with the Project Manager prior to any sample collection efforts. DTSC will assist the Contractor in obtaining the necessary access agreements for required field sampling. The Contractor shall collect sufficient meteorological data and field samples from upstream and downstream locations necessary to provide a statistically significant quantification of fugitive emissions of particulate matter and toxic organic species from the SA-Bakersfield site. Particulate matter samples shall be analyzed for all CAM 17 metals plus metals associated with metal shredding operations listed in Table 2, plus the toxic organic species listed in Table 4. The Contractor will provide a detailed draft report of the findings of Task 4 for on-going review and quality control to the Project Manager. Upon approval of the Project Manager, the Contractor will provide a detailed final report of the findings of Task 4. The final Summary Report for the SA-Bakersfield site shall be delivered thirty (30) days after completion of the field sampling activities, or by September 30, 2016, whichever is sooner.

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. Contractor will be paid upon satisfactory completion of work and receipt of a proper and complete invoice from the Contractor. Contractor shall bill the State in arrears no more often than monthly for actual expenditures incurred in accordance with rates specified and by this reference made part hereof.
- B. Invoices shall be submitted in duplicate: one original hard copy on Contractor's letterhead and one copy in PDF format on a compact disk (CD). The invoice shall include the Contract Number and date(s) of service covered. Submit all invoices to:

Department of Toxic Substances Control
P.O. Box 806, Floor 21-5
Sacramento, CA 95812-0806
Contracts Unit

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. **Budget**

The Budget shall not exceed \$210,000.00 and the summary is as follows:

BUDGET SUMMARY	COST
Labor	\$108,230
Other Direct Cost (Equipment/Material/Permits/Reproduction/Supplies/Miscellaneous)	\$85,770
Travel	\$7,256
Direct Cost Fee	\$8,577
Contingency*	\$167
Total:	\$210,000

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

*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.

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

Travel Costs

Travel costs will be billed at actual cost not to exceed the California Department of Human Resources Rules and Regulations and without markup or profit.

Site Name: Contract for Off-Site Migration of Air Emissions
 DTSC Project Manager: John Muegge, (916) 322-0471; Geocon Project Manager: Jim Brake, (916) 852-9118

LABOR HOURS	DTSC Task(s)	Task 1		Task 2		Task 3		Task 4		TOTAL	
		Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
		Development of Sampling Work Plan/QAPP/HSP		Data Collection, Northern CA - Sims Metal, Redwood City and Altamont Landfill, Livermore and Summary Report		Data Collection, Southern California - SA - Terminal Island and Simi Valley and Summary Report		Data Collection at SA - Bakersfield and Summary Report			
PERSONNEL SERVICES	Labor Rates	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
Principal Professional	\$ 195		\$ -		\$ -		\$ -		\$ -	0	\$ -
Program Manager	\$ 170	12	\$ 2,040	16	\$ 2,720	16	\$ 2,720	8	\$ 1,360	52	\$ 8,840
Senior II Scientist/Engineer/Risk Assessor	\$ 155		\$ -		\$ -		\$ -		\$ -	0	\$ -
Senior Scientist/Engineer/CIH	\$ 145	12	\$ 1,740	12	\$ 1,740	12	\$ 1,740	6	\$ 870	42	\$ 6,090
Project II Scientist/Engineer	\$ 130		\$ -		\$ -		\$ -		\$ -	60	\$ -
Project Scientist/Engineer	\$ 115	60	\$ 6,900	280	\$ 32,200	280	\$ 32,200	150	\$ 17,250	770	\$ 88,650
Senior Staff Scientist/Engineer	\$ 100		\$ -		\$ -		\$ -		\$ -	0	\$ -
Staff Scientist/Engineer	\$ 90		\$ -		\$ -		\$ -		\$ -	0	\$ -
CADD/GIS	\$ 90	12	\$ 1,080	8	\$ 720	8	\$ 720	3	\$ 270	31	\$ 2,760
Field Supervisor	\$ 90		\$ -		\$ -		\$ -		\$ -	0	\$ -
Field Technician	\$ 70		\$ -		\$ -		\$ -		\$ -	0	\$ -
Word Processor/Clerical	\$ 70	8	\$ 560	8	\$ 560	8	\$ 560	4	\$ 280	28	\$ 1,960
Technical Editor	\$ 90		\$ -		\$ -		\$ -		\$ -	0	\$ -
Total Labor		104	\$ 12,320	324	\$ 37,940	324	\$ 37,940	171	\$ 20,030	983	\$ 108,230
TRAVEL	\$/Unit	Amt	Cost	Amt	Cost	Amt	Cost	Amt	Cost	Amt	Cost
Mileage Reimbursement	\$0.640	20	\$ 11	300	\$ 192	850	\$ 544	600	\$ 384		\$ 636
Per Diem	\$140.00		\$ -	18	\$ 2,520	18	\$ 2,520	9	\$ 1,260		\$ 6,300
Total Travel			\$ 11		\$ 2,682		\$ 2,979		\$ 1,584		\$ 7,256
OTHER DIRECT COSTS (ODCs)	\$/Unit	Amt	Cost	Amt	Cost	Amt	Cost	Amt	Cost	Amt	Cost
Equipment and Supplies											
Meteorological Station	\$100		\$0	6	\$600	6	\$600	3	\$300		\$ 1,500
Equipment Truck	\$125		\$0	6	\$750	6	\$750	3	\$375		\$ 1,875
Generators	\$100		\$0	24	\$2,400	24	\$2,400	12	\$1,200		\$ 6,000
Sampling Equipment for PM10 - Tisch Env	\$1,100		\$0	6	\$6,600		\$0		\$0		\$ 6,600
Sampling Equipment for PM2.5 - Tisch Env	\$1,150		\$0	6	\$6,900		\$0		\$0		\$ 6,750
Sampling Equipment for TSP, lead, and metals except Hg - Tisch Env	\$575		\$0	5	\$2,875		\$0		\$0		\$ 2,875
Sampling Equipment for Hg - Pine Env	\$575		\$0	0	\$0		\$0		\$0		\$ -
Low-vol Calibration Equipment - Tisch Env	\$450		\$0	1	\$450		\$0		\$0		\$ 450
High-vol Calibration Equipment - Tisch Env	\$175		\$0	1	\$175		\$0		\$0		\$ 175
Filter Media for PM and Metals - Tisch Env	\$631		\$0	1	\$631		\$0		\$0		\$ 631
Sampling Equipment for PCBs - Tisch Env	\$590		\$0	0	\$0		\$0		\$0		\$ -
PCB Calibration Equipment - Tisch Env	\$175		\$0	0	\$0		\$0		\$0		\$ -
Filter Media for PCBs - Tisch Env	\$1,000		\$0	0	\$0		\$0		\$0		\$ -
Sampling Equipment for Asbestos	\$30		\$0	15	\$450		\$0		\$0		\$ 450
Filter Media for Asbestos	\$500		\$0	1	\$500		\$0		\$0		\$ 500
Security Fencing	\$1,500		\$0	0	\$0		\$0		\$0		\$ -
Subcontractors											
EMSL Laboratory Analysis - PM10	\$27.30		\$0	30	\$819	30	\$819	15	\$410		\$ 2,048
EMSL Laboratory Analysis - PM2.5	\$27.30		\$0	30	\$819	30	\$819	15	\$410		\$ 2,048
EMSL Laboratory Analysis - TAL metals (CAM 17 list plus Al, Ca, Fe) by EPA Method 6010B	\$189		\$0	30	\$5,670	30	\$5,670	15	\$2,835		\$ 14,175
EMSL Laboratory Analysis - Tin by EPA Method 6010B	\$35		\$0	30	\$1,043	30	\$1,043	15	\$521		\$ 2,806
EMSL Laboratory Analysis - Toxic Organics by EPA Method TO-15	\$318		\$0	30	\$9,540	30	\$9,540	15	\$4,770		\$ 23,850
EMSL Laboratory Analysis - PCBs by EPA Method TO-10A	\$173.50		\$0	0	\$0	0	\$0	0	\$0		\$ -
EMSL Laboratory Analysis - Formaldehyde by NIOSH2016/3500	\$35.50		\$0	30	\$1,065	30	\$1,065	15	\$533		\$ 2,163
EMSL Laboratory Analysis - Asbestos by NIOSH 7402 (TEM)	\$109.00		\$0	30	\$3,270	30	\$3,270	15	\$1,635		\$ 8,175
ODC Subtotal			\$0		\$44,107		\$27,776		\$13,898		\$ 85,770
Fee (ODCs only)			\$0		\$4,411		\$2,778		\$1,389		\$ 8,577
TOTAL ODCs			\$0		\$48,517		\$30,553		\$15,277		\$ 94,347
TOTAL COSTS (Travel + ODCs)			\$ 12,331		\$ 89,139		\$ 71,472		\$ 36,891		\$ 101,603
TOTAL PROJECT COST											\$ 209,833
Contingency											167
TOTAL CONTRACT AMOUNT											210,000.00

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Accounting Requirements

Contractor shall establish an accounting system using generally acceptable accounting principles that will provide information for reports to the State and which will provide documentation for the fiscal activities of the organization. The accounting system must include adequate cost accounting procedures that will provide accurate costs for not only this Contract but also subcontracts, if any.

2. Contract Limits

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

3. Approval of Work

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

4. Assignment of Rights, Delegation of Duties

Contractor shall not transfer by assignment, delegation, subcontract, or notation the performance or benefits of this Contract or any part thereof, except as provided herein, without the prior written approval of DTSC. DTSC's consent to one or more assignments, delegations, or subcontracts hereunder shall not constitute a waiver or diminution of State's absolute right to consent to each and every subsequent assignment or subcontract. Contractor may not, without prior written consent of DTSC, assign any other right.

5. Audit

Notwithstanding the Audit Clause in Exhibit C, GTC, DTSC adds the following:

Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC § 10115.10.

6. Brokerage or Contingent Fees

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

For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to terminate this Contract without liability, paying only for the work actually performed, or otherwise recover the full amount of such commission, brokerage or contingency fee.

7. Confidentiality

All data and information related to DTSC operations, which are designated confidential by DTSC or developed by the Contractor and deemed confidential by DTSC, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure.

At a minimum, during non-working hours, DTSC paper and/or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.

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

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

8. Conflict of Interest

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

9. Contract Rates

Contract rates will be paid to the Contractor pursuant to Exhibit B of this Contract. These rates shall be in effect for the Contract term. DTSC and Contractor mutually agree and acknowledge that the budget as identified is for billing purposes and does not necessarily reflect actual amounts paid by Contractor to subcontractors or employees. This provision is intended for purposes of clarification only and does not relieve Contractor of responsibility for compliance with any other provision of this Contract.

10. **Contractor Resource Levels, Standards**

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

During the course of this Contract, DTSC reserves the right to approve, in advance, in writing, any changes to be made by the Contractor as to the individuals for whom resumes were submitted.

DTSC's review and approval will be made to ensure that individuals replacing key personnel shall have comparable technical knowledge, experience, and qualifications, in scope, breadth, and depth, to those staff originally accepted as part of this Contract. The review and approval will also be made to better ensure that individuals replacing staff in these key positions shall have the ability to develop cooperative and constructive working relationships in the performance of their duties. DTSC approval shall not be unreasonably withheld.

11. **Copyrights and Ownership of Data**

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

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

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

12. Dispute

Notwithstanding the current GTC, and in compliance with PCC 10381, DTSC adds:

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

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

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

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

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

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

13. Entire Contract

This Contract supersedes all prior Contracts; oral or written, made with respect to the services provided herein.

14. Excise Tax

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

15. Health and Safety Responsibility

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

16. Insurance Requirements

When Contractor submits a signed Contract to the State, Contractor shall furnish to the State a certificate of insurance, stating that there is liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

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

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

Bodily Injury Liability

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time or times during the term of this Contract, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Contract, or for a period of not less than one year. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, DTSC may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

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

Commercial General Liability

Contractor, along with any of its subcontractors engaged to perform work pursuant to this Contract, shall maintain Commercial Liability insurance with limits of not less than \$1,000,000 covering any damages caused by an error, omission, or negligent act of the Contractor in connection with the work provided such claims arise during the period commencing upon the preparation of the working documents and ending five (5) years following substantial completion.

Pollution Liability

Contractor shall maintain Pollution Liability covering Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred arising out of work or services to be performed under this Contract. Evidence of limits not less than \$1,000,000 shall be provided. The policy must include Department of Toxic Substances Control and State of California, its officers, agents, employees, and servants as additional insureds, but only insofar as the operations under this Contract are concerned.

17. Licenses

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

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

18. News Releases and Publicity

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

19. Potential Subcontractors

Nothing contained in this Contract or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontractor shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

20. Prevailing Wages

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

21. Release of Claims

The acceptance by the Contractor of final payment shall be and shall operate as a release to the State of all claims and all liability to the Contractor for everything done or furnished in connection with this Contract and for every act and neglect of the State and others relating to or arising out of this Contract.

22. Release of Data

The Contractor shall not release or disclose any work products created, produced, or developed pursuant to this Contract to any person, except to Contractor personnel, attorneys, prospective vendors, Contractor's law firms, and other companies or individuals who are necessary for, and are to be directly involved in, the development, production, distribution of the data. Data include, but are not limited to drafts or works in progress. The Contractor shall employ reasonable procedures to protect these data from unauthorized use and disclosure. The State retains the right to approve any procedures employed by the Contractor to comply with this provision.

The Contractor shall not release or disclose to other persons any work/data created, produced, or developed pursuant to this Contract, including but not limited to, drafts prior to DTSC approval of the final work product. The State retains the right to approve any procedures employed by the Contractor to comply with this provision.

23. Responsibilities Upon Termination

After receipt of notification of termination of this Contract, and except as otherwise specified by the State, the Contractor shall stop work under this Contract on the date specified in the written notice of termination. In compliance with GC 11010.5(a), the Contractor shall do all of the following:

- a. Place no further orders for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated.
- b. Assign to the State, effective on the date of termination, in the manner, and to the extent specified by the State, all of the rights, titles, and interests for the Contractor under the orders in which case the State has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and reduce any settlement amount determined by the amount paid for such orders.
- c. Settle all outstanding liabilities and all claims arising out of such termination of orders and with the approval or ratification of the State to the extent the State may require. The State's approval or ratification shall be final for the purposes of this section.
- d. Upon effective date of termination of the Contract and the payment by the State of all items properly chargeable to the State hereunder, Contractor shall transfer, assign, and make available to the State all property and materials belonging to the State, all rights and claims to any and all reservations.

e. Take such action as may be necessary, or as the State may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which the State has or may acquire an interest.

24. Rights to Data

Notwithstanding any other provision of this Contract or its Exhibits, Contractor and DTSC understand and agree that the provision entitled "Copyrights and Ownership of Data" governs all ownership right to data files and databases.

25. Severability

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

26. Specialized Expertise

Specialized expertise may be necessary to provide DTSC with the deliverable product identified in the Work Order. The Contractor upon identifying the need of the specialized personnel shall notify the DTSC Contract Manager to obtain approval to subcontract for specialized expertise. The invoiced rates of the specialized expertise shall be at the bid amount or actual cost plus the handling fee and any applicable taxes, whichever is lower.

27. Substitution of Subcontractors

The Contractor must use the DVBE subcontractors and/or suppliers proposed to the State unless a substitution is requested. The Contractor must request the substitution in writing to DTSC and DTSC must approve the substitution in writing prior to commencement of any work by the proposed subcontractor/supplier. At a minimum, the substitution must include: a) a written description of the business enterprise to be substituted, including the DVBE certification status of the firm or if a non-DVBE subcontractor, the reason for this action; and b) a written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Contract that the substituted firm will perform.

28. Termination for Convenience

Notwithstanding GTC termination clause the DTSC adds the following:

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

After receipt of a Notice of Termination, and except as directed by DTSC, the Contractor shall proceed with the following obligations, which shall apply immediately regardless of any delay in determining any payments due to the Contractor under this section. The

Contractor shall: Stop work as specified in the Notice of Termination. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of this Contract.

Terminate all subcontracts to the extent they relate to the work terminated. Transfer title and make delivery to DTSC of all articles, materials, work in process, and other things held or acquired by Contractor in connection with the terminated portion of this Contract. Resolve all outstanding liabilities arising from the termination of subcontracts and supplier Contracts. The resolution of such liabilities shall be subject to DTSC approval or ratification.

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

29. Travel and Subsistence Payments

Reimbursement for necessary travel and per diem expenses shall be at rates not to exceed Department of Human Resources' Rules and Regulations. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from DTSC. The Contractor shall provide travel and per diem receipts to DTSC upon request.

30. Workers' Compensation

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

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

EXHIBIT E

ADDITIONAL PROVISIONS – DEFINITIONS

1. Accounting Practices and Direct Costs

These costs are allowable for reimbursement to the extent that they are accounted for under generally accepted accounting principles and are reasonable, allocable and accounted for in a manner consistent with the Contractor's established, usual, and accepted accounting practices in charging costs to its other activities. To be reasonable, direct costs cannot exceed that which would be incurred by an ordinary prudent person in the conduct of the competitive business. To be allocable, direct costs performed in the contract must not be otherwise charged to the Contract. Direct costs cannot be unlawful under any applicable statute and cannot be precluded from allow ability by any provision of the particular Contract of concern.

2. Procurement and Contracting Officer or Designee

The Department of Toxic Substances Control Official located in the Contract and Business Management Branch with delegated authority to sign Contracts and amendments. This individual has responsibility for all issues affecting or affected by the general terms and conditions of the Contract and any amendment(s) to the Contract.

3. Contract Manager

The State official designated in the Contract to represent the State in the ongoing management and administration of the Contract and Amendments issued under the authority of the Contract. This individual serves as the focal point for all Contracts between the State and the Contractor.

4. Contractor Representative

The individual designated by the Contractor to represent the Contractor in the ongoing management and administration of the Contract.

5. Contractor

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

6. Director

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

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

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

9. **State**

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

10. **Subcontractor**

A legal entity hired directly by Contractor to perform some designated portion of the work Contractor has agreed to perform for the State.

