

AGREEMENT NUMBER 15-T4041
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
Parsons Environment & Infrastructure Group Inc.

2. The term of this Agreement is: **October 26, 2015** through **June 30, 2016**

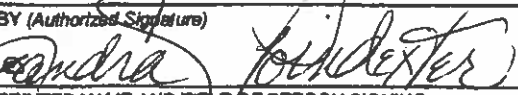
3. The maximum amount of this Agreement is: **\$ 1,500,000.00**
One Million Five Hundred Thousand Dollars and No Cents

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	4 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:	
<input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this	n/a page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	n/a page(s)
<i>Exhibit A,B,C,D, and E of Master Agreement 13-T3828 remain in effect.</i>	
SITE: Exide Technologies, Inc.	

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 <http://www.dgs.ca.gov/Default.aspx?alias=www.dgs.ca.gov/ols>

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

CONTRACTOR		California Department of General Services Use Only Exempt from the Department of General Services Review per H & S Code Sections 25358.3(A) and 25358.5.
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Parsons Environment & Infrastructure Group Inc.		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10/26/15	
PRINTED NAME AND TITLE OF PERSON SIGNING Ane Deister, Vice President		
ADDRESS 100 W. Walnut Street Pasadena, CA 91124		
STATE OF CALIFORNIA		
AGENCY NAME Department of Toxic Substances Control		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10/26/15	
PRINTED NAME AND TITLE OF PERSON SIGNING Sandra Poindexter, Procurement and Contracting Officer		
ADDRESS 1001 I Street, P.O. Box 806, Sacramento, CA 95812-0806		

Exempt per:

EXHIBIT A

SCOPE OF WORK

1. Parsons Environment & Infrastructure Group, Inc. (Contractor) is entering into a Contract with the Department of Toxic Substances Control (DTSC) to provide the personnel, services, materials, and equipment necessary to remove lead from 35 properties in the vicinity of the Exide Facility in Vernon, California. All processes and procedures (Exhibit A), bid rates (Exhibit B), and Terms and Conditions (Exhibits C, D, and E) of the Master Contract (13-T3828) shall apply. The term of this Contract is through June 30, 2016 and shall not exceed \$1,500,000.00.

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

DTSC Contract Manager

Raymond Leclerc, P.E.
Assistant Deputy Director
Brownfields & Environmental Restoration Program
8800 Cal Center Drive, 3rd Floor
Sacramento, California 95826-3200
Phone: (916) 255-3582
Ray.leclerc@dtsc.ca.gov

Contractor Representative

Ane Deister, Vice President
Parsons Environmental & Infrastructure Group, Inc.
100 W. Walnut Street
Pasadena, California 91124
Phone: (530) 863-0750
Ane.deister@parsons.com

3. The Project Managers for this Contract will be:

DTSC Project Manager

Tamara Zielinski, P.E.
Senior Hazardous Substances Engineer
Office of Permitting
Hazardous Waste Management Program
8800 Cal Center Drive, 2nd Floor
Sacramento, California 95826-3200
Phone: (916) 255-4905
Tamara.zielinski@dtsc.ca.gov

Contractor Project Manager

Shala Craig, PhD, PE, Leed AP, QSD/QSP
Project Registered Engineer
Parsons Environmental & Infrastructure Group, Inc.
100 W Walnut Street
Pasadena, California 91124
Phone: (626) 440-6161
Cell: (310) 612-3393
Shala.craig@parsons.com

DTSC Contract Administrator

Annette Stark
Department of Toxic Substances Control
1001 I Street, PO Box 806
Sacramento, California 95812-0806
Phone: (916) 324-9821
Fax: (916) 445-7085
Annette.Stark@dtsc.ca.gov

4. Either above Contract Manager, Project Managers, or Contractor Representative may be changed at any time upon written notification to each party with a copy to DTSC Contracts Unit.

Scope of Work

The Contractor shall provide personnel, services, materials and equipment to accomplish this Scope of Work for the removal of lead contaminated soil from 35 properties in the vicinity of the Exide Facility in Vernon, California. The Scope of Work includes: the preparation of a Workplan, community coordination with the DTSC staff, project management and reporting, soil removal and disposal, property restoration and site closure reporting. All workplans and closure documents and field activities are to be under the responsible charge of a qualified engineer, licensed in the state of California. All activities shall be completed by June 30, 2016. The tasks necessary to accomplish this Scope of Work are described below.

Task 1: Soil Removal and Restoration Workplan

This task includes the development of a draft and final Workplan for the removal of lead contaminated soil and site restoration at 35 priority properties identified by DTSC in the vicinity of the Exide Facility. The Workplan will be based on a Workplan outline approved by DTSC, existing sampling results provided by DTSC, and the current Soil Remediation Workplan. The Workplan will include, but not be limited to, a description of the process required for removal of lead contaminated soil from the 35 properties and restoration of the property. The Workplan will include a standard property Workplan template for the safe removal of lead contaminated soil and restoration of the property. The standard property will have an excavation area of 197 square yards and a maximum excavation depth of 18 inches. The standard property cleanup template will include:

- A standard access agreement for sampling and cleanup of the property;
- Procedures for mobilization and site preparation;
- Procedures for excavation, transport, and disposal of the lead contaminated soil;
- Procedures for confirmation screening of the excavated area in eight locations in accordance with METHOD 6200 - *FIELD PORTABLE X-RAY FLUORESCENCE SPECTROMETRY FOR THE DETERMINATION OF ELEMENTAL CONCENTRATIONS IN SOIL AND SEDIMENT*. The purpose of the conformation sampling is to verify the interim action level of 95 UCL of 80 mg/kg lead has been achieved;
- A description of the site restoration options, quantities and sources of materials, and soil disposal options;
- A construction schedule in MS Project; and
- A detailed cost estimate for completion of the tasks in MS Excel.

This template will be modified for each property during the project to identify truck routes, equipment staging area, and other site specific issue. The draft Workplan is due within 30 days after receipt of sampling information, the current soil removal Workplan, and approval of the Workplan template from DTSC.

Task 2: Soil Removal and Disposal

This task includes all activities necessary for the safe excavation, transport, and disposal of lead contaminated soil from each of the 35 properties in accordance with the approved Workplan. This task includes, but is not limited to:

- Obtaining an access agreement for the property;
- Preparation of the site for construction activities;
- Utility clearance;
- Inventory of the existing site conditions;
- Protection of existing structures, utilities, and landscape that will not be removed;
- Mobilization and demobilization of equipment to and from the site;
- Excavation, transport and disposal of contaminated topsoil and vegetation up to 6 inches;
- Removal, transport, and disposal of subsurface contaminated soil up to 18 inches from the original ground surface;
- Dust and erosion control;
- All necessary health and safety monitoring and measures; and
- Confirmation scanning of the excavation area with XRF in 8 locations identified by DTSC to verify that the lead concentrations at the property have been reduced to below the 95 UCL of 80 mg/kg prior to backfilling.

Excavation areas for the properties average 197 square yards.

Task 3: Property Restoration

Once the contaminated soil has been removed, excavation areas will be backfilled and compacted with up to 12 inches of imported clean structural fill material and 6 inches of clean topsoil. The soil cover will be selected by the property owner and consist of either sod or mechanically shredded mulches from pine, cypress, or cedar and capable of forming an interlocking mat following placement. Property restoration will include:

- Coordination with the property owners, residents, and DTSC staff;
- A \$1,000 voucher for the property owner for replacement of landscaping removed during the excavation activities;
- A \$500 allotment per property for resident's expenses due to construction activities; and
- A \$1,000 voucher for cleaning of the home by a specialized cleaning service, such as Servepro, if requested by the residence.

Task 4: Site Closeout Report

Site Closeout will include a site closure report documenting that the work identified in the Workplan was performed at the property, the itemized cost for the work, and an explanation of any deviations from the Workplan.

Project Management is included in each of the tasks and will include but not be limited to the following:

- A Project Manager: to ensure adequate resources are provided to accomplish the Workplan tasks in accordance with the established quality standards and schedules, to monitor and report on the progress of the work, and to provide briefings for executive management and the public regarding the progress of the project. Monthly progress reports will be required and at least one briefing.
- A Contract Manager for management of subcontracts, project invoicing, and cost accounting. This will include preparation of auditable invoices for project expenses for each property and closeout reports for each property including the cost and work performed at each property.
- A Resident Engineer who will be in responsible charge of the project, a construction superintendent, and safety officers to ensure the field activities are conducted in a safe manner.

The cleanup of all 35 properties is to be completed by June 30, 2016.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment.**

See Master Contract 13-T3828 for details.

2. **Budget Contingency Clause.**

See Master Contract 13-T3828 for details.

3. **Prompt Payment Clause**

See Master Contract 13-T3828 for details.

4. **Compensation**

See Master Contract 13-T3828 for details.

Budget

The Budget shall not exceed \$1,500,000.00 and the Contract total breakdown of is as follows:

Labor	\$194,950
Other Direct Costs	\$1,056,827
Travel	\$5,233
Fee	\$105,683
Contingency*	\$137,307
Total	\$1,500,000

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

Contractor shall submit no more than one invoice per month.

* Access to and use of funding from the contingency line item shall be directed by the DTSC Contract Manager only and requires written approval by the DTSC Contract Manager through a Work Order.

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 DTSC at the actual cost with a 10% fee and requires approval of the DTSC Contract Manager. These direct cost items include, but are not limited to, the following:

Item

Cost to DTSC

Equipment (owned or rented)
Laboratory Services
External Services
Subcontractor Costs
External reproduction
Freight and Delivery
Materials/Supplies

Market rental rates
Actual cost per test
Actual cost
Actual cost
Actual cost
Actual cost
Actual cost

