

STANDARD AGREEMENT
STD 213 (Rev 06/03)

FULLY EXECUTED

AGREEMENT NUMBER

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

2. The term of this Agreement is: February 1, 2018 through December 31, 2018

3. The maximum amount of this Agreement is: \$16,960.00
-
- Sixteen Thousand Nine Hundred Sixty 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

1 page(s)

Exhibit B – Budget Detail and Payment Provisions

3 page(s)

Exhibit C* – General Terms and Conditions

GTC 04/2017

Check mark one item below as Exhibit D:

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

1 page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions

N/A 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.dgs.ca.gov/ols Standard Contract 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.)

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Toxic Substances Control

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Andrew Collada, Deputy Director - Administrative Services

ADDRESS

1001 I Street, PO Box 806, Sacramento, CA 95812-0806

California Department of General
Services Use Only☒ Exempt per: Exemption Notice 40.06

1. [REDACTED] (Applicant), agrees to reimburse the Department of Toxic Substances Control (DTSC) for costs incurred in providing technical consultative services such as review of Human Health Risk Assessment report and preparation of a Land Use Covenant, which will restrict land use at the subject site. The term of this Contract is through December 31, 2018 for an amount not to exceed \$16,960.00. This Contract may be amended in writing upon mutual agreement by both parties.
2. The DTSC Contract Manager and Contractor Representative during the term of this Contract will be:

Contract Manager

Dept. of Toxic Substances Control
5796 Corporates Avenue
Cypress, CA 90630
Phone: (714) 484-5352
Fax: (714) 484-5438
Willard.Garrett@dtsc.ca.gov

Applicant Project Manager

Applicant Billing Administration

Greg Woolway, Vice President
Bridge Point South Bay II, LLC.
1334 Parkview Ave., Suite 310
Manhattan Beach, CA 90266
Phone: (213) 267-0668
Fax: (213) 418-0185
gwoolway@bridgedev.com

3. The above Managers/Representatives may be changed at any time upon written notification to each party with a copy to DTSC's Contract Administration Unit.
4. **SCOPE OF WORK**

The [REDACTED] (Site) is located at [REDACTED] Avenue, in Torrance California 90502. Past waste management and disposal operations at the Site have resulted in contamination of subsurface soils. Contaminants at the Site include, but are not limited to: polychlorinated biphenyls, organochlorine pesticides, volatile organic compounds, semi-volatile organic compounds, metals, and total petroleum hydrocarbons.

The Scope of Work to be provided by DTSC under the terms of the Consultative Services Agreement includes DTSC technical consultation of work undertaken by the Applicant in connection with the Site. DTSC's work activities will include the following:

- Review of Human Health Risk Assessment;
- Preparation of Land Use Covenant;

This scope of work may be amended to address any mutually-agreed task(s) upon modifications to work activities requested by the Applicant.

BUDGET DETAIL AND PAYMENT PROVISIONS:

- A. Applicant agrees to advance to DTSC an amount of money based upon DTSC's estimate of the costs it may incur in performing its duties under this Agreement. The amount of the advance is based upon DTSC's costs of services for six months, or for the entire amount of the Contract, if less than six months. All payments to DTSC shall indicate 120108, Site Code [REDACTED] (11 WP).
- B. DTSC's cost estimate shall include all of its costs, both direct and indirect. The hourly rates utilized in the development of any cost estimate shall reflect DTSC's current hourly rates. These hourly rates are updated as needed to allow DTSC to recover its costs. Applicant is responsible for any increases in the direct and indirect rates and agrees to reimburse DTSC for these cost increases. The Applicant agrees to reimburse DTSC for all costs incurred by DTSC.
- C. The total amount of this Contract is \$16,960.00. Applicant shall pay the advance payment in the amount of \$8,480.00 within 30 calendar days of the Effective Date of this Contract.

Applicant shall submit all payments to:

Attention: Ms. Mabel Zhan
Department of Toxic Substances Control
Accounting
1001 I Street, 21st Floor
P.O. Box 806
Sacramento, California 95812-0806

- D. All payments to DTSC shall indicate Contract Number 17 [REDACTED]. Copies of checks and letters transmitting such checks shall be sent simultaneously to DTSC's Contract Manager.
- E. In the event the advance payment is less than 100%, it shall be retained in the Applicant's Account. DTSC shall bill the Applicant with quarterly invoices which contain an accounting and supporting documentation of all expenditures during the previous quarter. Once work is completed, final invoices will be provided to Applicant as soon as possible, generally within 60 days of the close of the quarterly billing cycle following completion of the work. The Applicant shall remit the total amount due within thirty (30) days of the date of the quarterly invoice. DTSC shall hold the advance payment until the Contract is completed or terminated. Any remaining charges shall then be applied against the advance, and any unused advance payment will be refunded within 120 days of the completion of the project.
- F. If the Applicant cancels the Contract, Applicant agrees to pay DTSC a minimum fee of \$1,000 out of the advance, regardless of the amount of work or services performed by DTSC under the terms of the Agreement. If DTSC incurs more than \$1,000.00 in costs, then Applicant will be responsible for the actual direct and indirect costs incurred or

encumbered by DTSC, from the Contract starting term date up to the date "notice of cancellation" is received by DTSC, without any additional fee.

- G. The amount advanced by Applicant may be modified by mutual agreement in writing should the services provided by DTSC exceed its original estimated costs. Upon execution of an amendment to the Scope of Work which increases the original cost, applicant agrees to pay any additional advance payment to DTSC for such newly agreed upon work.
- H. Any dispute concerning DTSC's costs incurred pursuant to this Contract is subject to the dispute resolution procedures as established pursuant to Health and Safety Code Section 25269.2. DTSC reserves its right to recover unpaid costs under applicable State and Federal laws.

HOURLY RATES:

The estimated hourly rates of DTSC's team members are provided in Table 1. The Budget may be amended and adjusted, from time to time, on request of DTSC or District.

Table 1 – Hourly Rates for DTSC's Team Members

Class Name	*Hourly Rate
Environmental Scientist	\$152
Senior Environmental Scientist (Supervisor)	\$248
Staff Toxicologist	\$206
Attorney III	\$258
Office Technician	\$83

*The hourly rates are for fiscal year 2017/2018 only, and is subject to change 2018/2019.

COST ESTIMATE

COST ESTIMATE WORKSHEET												
Date: March 2018												
Site Name: [REDACTED]												
Project Code: [REDACTED]												
DTSC Project Team	VCP Coord.	Project Management	SuperVision	Toxicology	Geology	Industrial Hygienist	HQ Engineering	Public Participation	HQ CEQA	Legal	Project Assistants	
Classification (personnel)	Sr. ES	ES	EPM1 (Sup)	Toxicologist	Engineering Geologist					Attorney III	Associate Program Analyst	Office Technician (Typing)
TASK:												
Agreement												
Prep/Negotiation												
Project Management		20	2									
Review and comment on existing data												
Supplemental Site Characterization												
- Workplan												
- Implementation												
- Report												
Risk Analysis				24								
Public Participation												
CEQA												
Removal Action Plan												
Implement Remedial Action												
Design												
Certification												
Land Use Covenant		30	2							12		4
Operation & Maint												
Total No. Hours/Class	0	50	4	24	0	0	0	0	0	12	0	4
Hourly Rate/Class	\$175	\$152	\$248	\$208	\$256	\$175	\$256	\$138	\$0	\$258	\$136	\$82
Cost/Class	\$0	\$7,600	\$992	\$4,944	\$0	\$0	\$0	\$0	\$0	\$3,096	\$0	\$328
Subtotal	\$18,960											
Contingency (10%)	\$0											
Grand Total Cost	\$18,960											
Advance Payment	\$8,480											

SPECIAL TERMS AND CONDITIONS

Contract Limits

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

Amendment/Cancellation

Notwithstanding the current GTC – 04/2017 Amendment Clause (<http://www.dgs.ca.gov/ols/home.aspx>, Standard Contract Language), DTSC adds the following:

This Contract may be amended upon written mutual consent, or cancelled by either party, upon 30 calendar days' written notice unless otherwise stated.

Entire Contract

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

Effective Date

This Contract shall not be considered effective until it is signed by both parties, and if necessary, approved by the Department of General Services.

Counterparts

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Authorization

Each signatory to this Contract certifies that he or she is fully authorized by the Party he or she represents to enter into the terms and conditions of this Contract, to execute it on behalf of the party represented, and to legally bind that party to all the terms and conditions of this Contract.