



Department of Toxic Substances Control



Matthew Rodriguez
Secretary for
Environmental Protection

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

Edmund G. Brown Jr.
Governor

February 19, 2015

Vince Bartleman, Principal
Friends of Riverside, LLC
P. O. Box 3617
Riverside, CA 92519-3617

Subject: Contract Number 14-T3893

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 916.327.4031.

Sincerely,

Katie Carruthers
Contracts Unit

Enclosure(s)

CC: Robert M. Beers
Maryam Tasnif-Abbasi, Deborah Saito, DTSC

FULLY EXECUTED

STANDARD AGREEMENT

STD 213 (Rev 08/03)

AGREEMENT NUMBER 14-T3893
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

Frrends of Riverside, LLC

The term of this Agreement is: September 1, 2014 through September 30, 2015

3. The maximum amount of this Agreement is: \$ 33,994.00
Thirty-Three Thousand, Nine Hundred, Ninety-four 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 2 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) 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

California Department of General Services Use Only

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

Friends of Riverside, LLC

BY (Authorized Signature)

DATE SIGNED(Do not type)



2-5-2015

PRINTED NAME AND TITLE OF PERSON SIGNING

Vince Bartleman, Principal

ADDRESS

P.O. Box 3617 Riverside, CA 92519-3617

STATE OF CALIFORNIA

AGENCY NAME

Department of Toxic Substances Control

BY (Authorized Signature)

DATE SIGNED(Do not type)



2/18/15

PRINTED NAME AND TITLE OF PERSON SIGNING

Sandra Poindexter, Procurement and Contracting Officer

ADDRESS

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

Exempt per:

***EXEMPT FROM
THE DEPARTMENT OF GENERAL
SERVICES REVIEW
PER EXEMPTION NOTICE 40.05***

SCOPE OF WORK

1. Friends of Riverside, LLC (Applicant) agrees to reimburse the Department of Toxic Substances Control (DTSC) for DTSC's costs incurred in providing review, consultation and/or processing request(s) made by Applicant. The details of the Scope of Work are described below under the "Scope of Work" and incorporated by this reference. The term of this Contract is through September 30, 2015 for an amount not to exceed \$33,994.00.
2. The Project Managers during the term of this Contract and recipients of all written notifications regarding this Contract will be:

State Agency:

Department of Toxic Substances Control:
Maryam Tasnif-Abbasi
5796 Corporate Ave.
Cypress, CA 90630
Phone: (714) 484-5389
Email: Maryam.tasnif-abbasi@dtsc.ca.gov

Applicant:

Friends of Riverside, LLC
Vince Bartleman, Principal
P.O. Box 3617
Riverside, CA 92519-3617
Phone: (310) 316-5688
Email: v.bartleman@verizon.net

Billing Information:

Friends of Riverside, LLC
Robert M. Beers
P.O. Box 3617
Riverside, CA 92519-3617
Phone: (310) 316-5688

3. The above Project Managers may be changed at any time upon written notification to each party with a copy to DTSC's Contracts Unit.
4. Scope of Work
The Scope of Work to be provided by DTSC under the terms of this Agreement includes community support and public relation activities pertinent to the Riverside Agricultural Park Located at 7020 Crest Avenue, Riverside, California, 92503 (Site).

DTSC's activities may include, but not be limited to:

- Developing and distributing a community notice regarding the Site cleanup;
- Responding to inquiries from the community;
- Meeting with community members as needed;
- Supporting the Applicant, if needed, at a community meeting;
- Reviewing data and summary reports previously developed for the project;
- Developing and executing a California Land Reuse and Revitalization Act Assignment and Assumption and/or Amendment to Add an Additional Party; and
- Providing technical consultation in connection with work undertaken by the Applicant in connection with the Site.

This Agreement may be amended to address any mutually-agreed modifications to, or expansions of, this Scope of Work.

BUDGET DETAIL AND PAYMENT PROVISIONS

- A. Applicant agrees to reimburse DTSC for all costs incurred by DTSC pursuant to this Contract. The Cost Estimate is attached and incorporated by this reference and is included as the Budget for this Contract. 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 adjusted each Fiscal Year 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.
- B. Applicant agrees to pay to DTSC an advance payment based upon DTSC's estimate of the costs it may incur in performing its duties under this Contract. The advance payment amount is equal to: (1) if the term of the Contract is six months or more, then DTSC's estimated costs of services for six months, or (2) if the term of the Contract is less than six months, then for the entire amount of the Contract.
- C. The total amount of this Contract is \$33,994.00. Applicant shall pay the advance payment in the amount of \$16,997.00 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 14-T3893 and Project Number 401288-11. Copies of checks and letters transmitting such checks shall be sent simultaneously to DTSC's Project Manager.
- E. In the event the advance payment is less than 100% of the Cost Estimate, 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 possible, generally within 60 calendar days of the close of the quarterly billing cycle following completion of the work. Applicant shall remit the total amount due within 30 calendar 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 calendar days of the completion of the project.
- F. If Applicant cancels the Contract, then 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 Contract. 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 contract in writing should the services provided by DTSC exceed its original estimated costs. Upon execution of an Amendment to the Scope of Work that 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 established pursuant to Health and Safety Code section 25269.2. DTSC reserves its right to recover unpaid costs under applicable State and Federal laws.

Cost Estimate

COST ESTIMATE WORKSHEET Consultative Services Agreement Sep-14 Site Name: Riverside Agricultural Park Community Support Site Code: 401288-11								
DTSC Project Team	VCP Coord.	Project Management	Supervision	Toxicology	Geology	Public Participation	Legal	Project Assistants
Classification (personnel)	Sr. ES	Sr. ES	SHSE I	Staff Toxicologist	Senior Engineering Geologist	PPS	Attorney IV	Associate Program Analyst
TASK: (enter # hrs)								
Agreement Prep./Negotiation	4							4
Project Management		24						
Public Participation		40	8	24	24	40	12	4
Total No. Hours/Class	4	64	8	24	24	40	12	8
Hourly Rate/Class	\$152	\$152	\$228	\$179	\$228	\$126	\$244	\$126
Cost/Class	\$608	\$9,728	\$1,824	\$4,296	\$5,472	\$5,040	\$2,928	\$1,008
Contingency (10%)	\$3,090							
Grand Total Cost	\$33,994							
Advance Payment	\$16,997							

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 – 610 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.