

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 25-T5438	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Toxic Substances Control

CONTRACTOR NAME

Port of Los Angeles

2. The term of this Agreement is:

START DATE

January 15, 2025

THROUGH END DATE

January 15, 2028

3. The maximum amount of this Agreement is:

\$30,000.00

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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions (GTC 02/2025)	5
+ - + -	Exhibit D Special Terms and Conditions	1
+ -	Site: Wilmington Marine Services	

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

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

Port of Los Angeles

CONTRACTOR BUSINESS ADDRESS  
425 South Palos Verdes Street

CITY  
San Pedro

STATE  
CA

ZIP  
90731

PRINTED NAME OF PERSON SIGNING  
Eugene D. Seroka

TITLE  
Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

APPROVED AS TO FORM AND LEGALITY

*September 3 2025*  
HYDEE FELDSTEIN SOTO, City Attorney

By *[Signature]*  
*Hester* Deputy City Attorney  
For Jennifer L. Meeker

SCO ID: 3960-25T5438

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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Toxic Substances Control

CONTRACTING AGENCY ADDRESS

1001 I Street, P.O. Box 806

CITY

Sacramento

STATE

CA

ZIP

95812

PRINTED NAME OF PERSON SIGNING

Jessica Heinz

TITLE

Chief, Contracting Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

DGS Exemption Letter 40.08

## EXHIBIT A

### SCOPE OF WORK

1. Port of Los Angeles (Applicant) agrees to reimburse the Department of Toxic Substances Control (DTSC) for costs incurred in providing review, consultation and/or processing, including the review of a FAST Application for the Wilmington Marine Services Site (Site), for which USEPA is the lead agency. The FAST application will include site assessment data for PCBs, TPH, and metals, as well as the remedial plan for the site. DTSC will additionally provide a review of the Remedial Completion Report (Work Plan).
2. The DTSC Contract Manager and Applicant Representative during the term of this Contract will be:

**DTSC Contract Manager**

Nick Ta, Sr. Env Scientist, Sup  
Department of Toxic Substances Control  
Site Mitigation and Restoration Program,  
Cypress  
5796 Corporate Ave,  
Cypress, CA 90630.  
Phone: (714) 484-5381  
Email: [Nicholas.ta@dtsc.ca.gov](mailto:Nicholas.ta@dtsc.ca.gov)

**Applicant Representative**

Eugene D. Seroka  
Executive Director  
Port of Los Angeles  
425 S. Palos Verdes Street  
San Pedro, CA 90731  
Phone: (310) 732-3456  
Email: [Gene\\_Seroka@portla.org](mailto:Gene_Seroka@portla.org)

The DTSC Project Manager and Applicant Project Manager for this Contract will be:

**DTSC Project Manager**

Nick Ta, Sr. Env Scientist, Sup  
Department of Toxic Substances Control  
Site Mitigation and Restoration Program,  
Cypress  
5796 Corporate Ave,  
Cypress, CA 90630.  
Phone: (714) 484-5381  
Email: [Nicholas.ta@dtsc.ca.gov](mailto:Nicholas.ta@dtsc.ca.gov)

**Applicant Project Manager**

Rita Brenner  
Port of LA  
425 S. Palos Verdes Street  
San Pedro, CA 90731  
310-732-3127  
[RBrenner@portla.org](mailto:RBrenner@portla.org)

3. The contacts listed in Exhibit A, Section 2 may be changed at any time upon written notification to the other party with a copy to DTSC's Contracts Unit.
4. **Description of Services**

DTSC shall review a FAST Application for the Wilmington Marine Services Site, for which USEPA is the lead agency. The FAST application will include site assessment data for PCBs, TPH, and metals, as well as the remedial plan for the site. DTSC will additionally provide a review of the Remedial Completion Report. (Work Plan).

DTSC work products shall include the following, but not limited to: technical review memoranda with comments and recommendations from relevant technical specialists such as ecological risk assessor, human health risk assessor, geologist and engineering, along with Site Mitigation Restoration Program technical comments. Also included in the DTSC

service to be provided are the following: attending meetings on-site or video teleconferencing to discuss comments, responses to comments, technical issues, and site visit as needed.

**EXHIBIT B**

**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.
- C. The total amount of this Contract is \$30,000.00. Applicant shall pay the advance payment in the amount of \$5,000.00 within 30 calendar days of the Effective Date of this Contract.
- D. All payments to DTSC shall indicate Contract Number 25-T5438. Copies of checks and letters transmitting such checks shall be sent simultaneously to DTSC's Project Manager.

Applicant shall submit all payments to:

Attention: Ms. Mabel Zhan  
Accounting, Contract 25-T5438  
Department of Toxic Substances Control  
1001 I Street, 21<sup>st</sup> Floor  
P.O. Box 806  
Sacramento, California 95812-0806

- 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 \$1,000.00 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



J. Rates

VCP Coord.	Pay (per hour)	Project Manager	Pay (per hour)	Supervisor	Pay (per hour)	Toxicology	Pay (per hour)
HSE	\$ 331	HSE	\$ 331	SHSE I	\$ 409	Staff Toxicologist	\$ 301
Sr. HSE	\$ 389	Sr. HSE	\$ 389	SHSE II	\$ 429	Senior Toxicologist	\$ 464
ES	\$ 222	ES	\$ 222	EPM1 (Sup)	\$ 425		
Sr. ES (Spec)	\$ 256	Sr. ES (Spec)	\$ 256	EPM1 (Mgr)	\$ 429		
Sr. ES (Sup)	\$ 367	Sr. ES (Sup)	\$ 367	Sr. ES (Sup)	\$ 367		
		EG	\$ 333	Sr. EG	\$ 390		
		Sr. EG	\$ 390				

Geology	Pay (per hour)	Industrial Hygienist	Pay (per hour)	HQ Engineering	Pay (per hour)	Public Participation	Pay (per hour)
Engineering Geologist	\$ 333	Assoc IH	\$ 256	HSE	\$ 331	PPS	\$ 205
Senior Engineering Geologist	\$ 390		\$ -	Sr. HSE	\$ 389	SSMI	\$ 243

HQ CEQA	Pay (per hour)	OEJTA	Pay (per hour)	Legal	Pay (per hour)	Project Assistants	Pay (per hour)
AEP	\$ 250	ES	\$ 222	Attorney	\$ 327	Associate Program Analyst	\$ 205
Senior Environmental Planner	\$ 294	Sr. ES (Spec)	\$ 256	Attorney III	\$ 417	Office Technician (Typing)	\$ 131
				Attorney IV	\$ 438		

## EXHIBIT D

### **SPECIAL TERMS AND CONDITIONS**

1. **Contract Limits**

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

2. **Amendment/Cancellation**

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

3. **Entire Contract**

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

4. **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.

5. **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.

6. **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.

Date: 08/28/2025

Contractor/Vendor Name: Department of Toxic Substances Control

Account#	<u>212310</u>	Project#	<u>65000117</u>
Division#	<u>00000</u>	Task#	<u>N/A</u>
Budget FY:		Amount:	
2025-26		\$ 11,250	
2026-27		\$ 12,500	
2027-28		\$ 6,250	
TOTAL:		\$30,000	

For Acct/Budget Div. Use Only

Verified By: Erin O'Malley Digitally signed by Erin O'Malley  
Date: 2025.08.28 12:43:12 -07'00'

Verified Funds Available: *Frank* Digitally signed by Frank Liu  
Date: 2025.08.28 13:03:21 -07'00'

Date Approved: 8/28/25