

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 Agreement;

2 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
3 conditions in this Agreement, the parties agree as follows:

4 1. SCOPE OF WORK OR SERVICES.

5 A. Contractor shall furnish specialized services more particularly
6 described in Exhibit "A", attached to this Agreement and incorporated by this
7 reference, in accordance with the standards of the profession, and City shall pay
8 for these services in the manner described below, in an annual amount of One
9 Hundred Eighty Thousand Dollars (\$180,000.00), including a Fifteen (15) percent
10 contingency in the amount of Twenty-Seven Thousand Dollars (\$27,000.00), for a
11 total annual contract amount not to exceed Two Hundred Seven Thousand Dollars
12 (\$207,000.00), at the rates or charges shown in Exhibit "B".

13 B. The City's obligation to pay the sum stated above for any one
14 fiscal year shall be contingent upon the City Council of the City appropriating the
15 necessary funds for such payment by the City in each fiscal year during the term
16 of this Agreement. For the purposes of this Section, a fiscal year commences on
17 October 1 of the year and continues through September 30 of the following year.
18 In the event that the City Council of the City fails to appropriate the necessary
19 funds for any fiscal year, then, and in that event, the Agreement will terminate at
20 no additional cost or obligation to the City.

21 C. Contractor may select the time and place of performance for
22 these services; provided, however, that access to City documents, records and the
23 like, if needed by Contractor, shall be available only during City's normal business
24 hours and provided that milestones for performance, if any, are met.

25 D. Contractor has requested to receive regular payments. City
26 shall pay Contractor in due course of payments following receipt from Contractor
27 and approval by City of invoices showing the services or task performed, the time
28 expended (if billing is hourly), and the name of the Project. Contractor shall certify

1 on the invoices that Contractor has performed the services in full conformance
2 with this Agreement and is entitled to receive payment. Each invoice shall be
3 accompanied by a progress report indicating the progress to date of services
4 performed and covered by the invoice, including a brief statement of any Project
5 problems and potential causes of delay in performance, and listing those services
6 that are projected for performance by Contractor during the next invoice cycle.
7 Where billing is done and payment is made on an hourly basis, the parties
8 acknowledge that this arrangement is either customary practice for Contractor's
9 profession, industry or business, or is necessary to satisfy audit and legal
10 requirements which may arise due to the fact that City is a municipality.

11 E. Contractor represents that Contractor has obtained all
12 necessary information on conditions and circumstances that may affect its
13 performance and has conducted site visits, if necessary.

14 F. CAUTION: Contractor shall not begin work until this
15 Agreement has been signed by both parties and until Contractor's evidence of
16 insurance has been delivered to and approved by City.

17 2. TERM. The term of this Agreement shall commence at midnight on
18 January 1, 2018, and shall terminate at 11:59 p.m. on December 31, 2019, unless sooner
19 terminated as provided in this Agreement, or unless the services or the Project is
20 completed sooner. The parties have the option to renew this Agreement for three (3)
21 additional one-year periods at the discretion of the City Manager.

22 3. COORDINATION AND ORGANIZATION.

23 A. Contractor shall coordinate its performance with City's
24 representative, if any, named in Exhibit "C", attached to this Agreement and
25 incorporated by this reference. Contractor shall advise and inform City's
26 representative of the work in progress on the Project in sufficient detail so as to
27 assist City's representative in making presentations and in holding meetings on
28 the Project. City shall furnish to Contractor information or materials, if any,

1 described in Exhibit "D", attached to this Agreement and incorporated by this
2 reference, and shall perform any other tasks described in the Exhibit.

3 4. INDEPENDENT CONTRACTOR. In performing its services,
4 Contractor is and shall act as an independent contractor and not an employee,
5 representative or agent of City. Contractor shall have control of Contractor's work and
6 the manner in which it is performed. Contractor shall be free to contract for similar
7 services to be performed for others during this Agreement; provided, however, that
8 Contractor acts in accordance with Section 9 and Section 11 of this Agreement.
9 Contractor acknowledges and agrees that (a) City will not withhold taxes of any kind from
10 Contractor's compensation; (b) City will not secure workers' compensation or pay
11 unemployment insurance to, for or on Contractor's behalf; and (c) City will not provide
12 and Contractor is not entitled to any of the usual and customary rights, benefits or
13 privileges of City employees. Contractor expressly warrants that neither Contractor nor
14 any of Contractor's employees or agents shall represent themselves to be employees or
15 agents of City.

16 5. INSURANCE.

17 A. As a condition precedent to the effectiveness of this Agreement,
18 Contractor shall procure and maintain at Contractor's expense for the duration of this
19 Agreement from an insurance company that is admitted to write insurance in the State of
20 California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the
21 following insurance:

22 (a) Commercial general liability insurance equivalent in scope to
23 ISO form CG 00 01 10 93 and that does not exclude coverage for liability
24 resulting from XCU (explosion, underground, and collapse) perils, cross
25 liability protection, sudden and accidental pollution and cleanup liability,
26 and products and completed operations liability naming the City of Long
27 Beach, and its officials, employees, and agents as additional insureds on
28 a form equivalent in coverage scope to ISO CG 20 26 11 85 from and

1 against claims, demands, causes of action, expenses, costs, or liability for
2 injury to or death of persons, or damage to or loss of property arising out
3 activities performed by or on behalf of the Contractor in an amount not
4 less than One Million Dollars (US \$1,000,000) per occurrence and Two
5 Million Dollars (US \$2,000,000) in general aggregate.

6 (b) Workers' compensation coverage as required by the Labor
7 Code of the State of California and Employer's liability insurance with
8 minimum limits of One Million Dollars (US \$1,000,000) per accident or
9 occupational illness. The policy shall be endorsed with a waiver of the
10 insurer's right of subrogation against the City of Long Beach, and its
11 officials, employees, and agents.

12 (c) Commercial automobile liability insurance equivalent in
13 coverage scope to ISO CA 00 01 06 92 in an amount not less than Two
14 Million Dollars (US \$2,000,000) combined single limit (CSL) per accident
15 for bodily injury and property damage covering Symbol 1 ("any auto").

16 (d) Professional liability or errors and omissions insurance in an
17 amount not less than \$1,000,000 per claim.

18 (e) Umbrella liability insurance on a following form basis
19 insurance, including, but not limited to, additional insured coverage, in an
20 amount not less than Nine Million Dollars (\$9,000,000) per claim and in
21 aggregate covering the indemnification provided pursuant to this
22 Agreement.

23 B. Any self-insurance program or self-insurance retention must
24 be approved separately in writing by City and shall protect the City of Long Beach,
25 and its officials, employees, and agents in the same manner and to the same
26 extent as they would have been protected had the policy or policies not contained
27 retention provisions. Each insurance policy shall be endorsed to state that
28 coverage shall not be suspended, voided, or canceled by either party except after

1 thirty (30) days prior written notice to City, and shall be primary and not
2 contributing to any other insurance or self-insurance maintained by City.

3 C. Any subcontractors or others which Contractor may use as
4 part of this Agreement shall be required to maintain insurance in compliance with
5 the provisions of this section and to indemnify the City to the same extent as
6 Contractor.

7 D. Contractor shall deliver to City certificates of insurance and
8 original endorsements for approval as to sufficiency and form prior to the start of
9 performance hereunder. The certificates and endorsements for each insurance
10 policy shall contain the original signature of a person authorized by that insurer to
11 bind coverage on its behalf. "Claims-made" policies are not acceptable unless
12 City Risk Manager determines that "Occurrence" policies are not available in the
13 market for the risk being insured. In a "Claims-made" policy is accepted, it must
14 provide for an extended reporting period of not less than one hundred eighty (180)
15 days. Such insurance as required herein shall not be deemed to limit Consultant's
16 liability relating to performance under this Agreement. City reserves the right to
17 require complete certified copies of all said policies at any time. Any modification
18 or waiver of the insurance requirements herein shall be made only with the
19 approval of City Risk Manager. The procuring of insurance shall not be construed
20 as a limitation on liability or as full performance of the indemnification provisions of
21 this Agreement.

22 E. Contractor shall require that all subcontractors or consultants
23 that Contractor uses in the performance of these services maintain insurance in
24 compliance with this Section unless otherwise agreed in writing by City's Risk
25 Manager or designee.

26 F. Prior to the start of performance, Contractor shall deliver to
27 City certificates of insurance and the endorsements for approval as to sufficiency
28 and form. In addition, Contractor shall, within thirty (30) days prior to expiration of

1 the insurance, furnish to City certificates of insurance and endorsements
2 evidencing renewal of the insurance. City reserves the right to require complete
3 certified copies of all policies of Contractor and Contractor's subcontractors and
4 consultants, at any time. Contractor shall make available to City's Risk Manager
5 or designee all books, records and other information relating to this insurance,
6 during normal business hours.

7 G. Any modification or waiver of these insurance requirements
8 shall only be made with the approval of City's Risk Manager or designee. Not
9 more frequently than once a year, City's Risk Manager or designee may require
10 that Contractor, Contractor's subcontractors and consultants change the amount,
11 scope or types of coverages required in this Section if, in his or her sole opinion,
12 the amount, scope or types of coverages are not adequate.

13 H. The procuring or existence of insurance shall not be
14 construed or deemed as a limitation on liability relating to Contractor's
15 performance or as full performance of or compliance with the indemnification
16 provisions of this Agreement.

17 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
18 contemplates the personal services of Contractor and Contractor's employees, and the
19 parties acknowledge that a substantial inducement to City for entering this Agreement
20 was and is the professional reputation and competence of Contractor and Contractor's
21 employees. Contractor shall not assign its rights or delegate its duties under this
22 Agreement, or any interest in this Agreement, or any portion of it, without the prior
23 approval of City, except that Contractor may with the prior approval of the City Manager
24 of City, assign any moneys due or to become due Contractor under this Agreement. Any
25 attempted assignment or delegation shall be void, and any assignee or delegate shall
26 acquire no right or interest by reason of an attempted assignment or delegation.
27 Furthermore, Contractor shall not subcontract any portion of its performance without the
28 prior approval of the City Manager or designee, or substitute an approved subcontractor

1 or consultant without approval prior to the substitution. Nothing stated in this Section
2 shall prevent Contractor from employing as many employees as Contractor deems
3 necessary for performance of this Agreement.

4 7. CONFLICT OF INTEREST. Contractor, by executing this
5 Agreement, certifies that, at the time Contractor executes this Agreement and for its
6 duration, Contractor does not and will not perform services for any other client which
7 would create a conflict, whether monetary or otherwise, as between the interests of City
8 and the interests of that other client. And, Contractor shall obtain similar certifications
9 from Contractor's employees, subcontractors and consultants.

10 8. MATERIALS. Contractor shall furnish all labor and supervision,
11 supplies, materials, tools, machinery, equipment, appliances, transportation and services
12 necessary to or used in the performance of Contractor's obligations under this
13 Agreement, except as stated in Exhibit "D".

14 9. OWNERSHIP OF DATA. All materials, information and data
15 prepared, developed or assembled by Contractor or furnished to Contractor in connection
16 with this Agreement, including but not limited to documents, estimates, calculations,
17 studies, maps, graphs, charts, computer disks, computer source documentation,
18 samples, models, reports, summaries, drawings, designs, notes, plans, information,
19 material and memorandum ("Data") shall be the exclusive property of City. Data shall be
20 given to City, and City shall have the unrestricted right to use and disclose the Data in
21 any manner and for any purpose without payment of further compensation to Contractor.
22 Copies of Data may be retained by Contractor but Contractor warrants that Data shall not
23 be made available to any person or entity for use without the prior approval of City. This
24 warranty shall survive termination of this Agreement for five (5) years.

25 10. TERMINATION. Either party shall have the right to terminate this
26 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
27 prior written notice to the other party. In the event of termination under this Section, City
28 shall pay Contractor for services satisfactorily performed and costs incurred up to the

1 effective date of termination for which Contractor has not been previously paid. The
2 procedures for payment in Section 1.B. with regard to invoices shall apply. On the
3 effective date of termination, Contractor shall deliver to City all Data developed or
4 accumulated in the performance of this Agreement, whether in draft or final form, or in
5 process. And, Contractor acknowledges and agrees that City's obligation to make final
6 payment is conditioned on Contractor's delivery of the Data to City.

7 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
8 shall not disclose the Data or use the Data directly or indirectly, other than in the course
9 of performing its services, during the term of this Agreement and for five (5) years
10 following expiration or termination of this Agreement. In addition, Contractor shall keep
11 confidential all information, whether written, oral or visual, obtained by any means
12 whatsoever in the course of performing its services for the same period of time.
13 Contractor shall not disclose any or all of the Data to any third party, or use it for
14 Contractor's own benefit or the benefit of others except for the purpose of this
15 Agreement.

16 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for
17 a breach of confidentiality with respect to Data that: (a) Contractor demonstrates
18 Contractor knew prior to the time City disclosed it; or (b) is or becomes publicly available
19 without breach of this Agreement by Contractor; or (c) a third party who has a right to
20 disclose does so to Contractor without restrictions on further disclosure; or (d) must be
21 disclosed pursuant to subpoena or court order.

22 13. ADDITIONAL COSTS AND REDESIGN.

23 A. Any costs incurred by City due to Contractor's failure to meet
24 the standards required by the scope of work or Contractor's failure to perform fully
25 the tasks described in the scope of work which, in either case, causes City to
26 request that Contractor perform again all or part of the Scope of Work shall be at
27 the sole cost of Contractor and City shall not pay any additional compensation to
28 Contractor for its re-performance.

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1 B. If the Project involves construction and the scope of work
2 requires Contractor to prepare plans and specifications with an estimate of the
3 cost of construction, then Contractor may be required to modify the plans and
4 specifications, any construction documents relating to the plans and specifications,
5 and Contractor's estimate, at no cost to City, when the lowest bid for construction
6 received by City exceeds by more than ten percent (10%) Contractor's estimate.
7 This modification shall be submitted in a timely fashion to allow City to receive new
8 bids within four (4) months after the date on which the original plans and
9 specifications were submitted by Contractor.

10 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
11 amended, nor any provision or breach waived, except in writing signed by the parties
12 which expressly refers to this Agreement.

13 15. LAW. This Agreement shall be construed in accordance with the
14 laws of the State of California, and the venue for any legal actions brought by any party
15 with respect to this Agreement shall be the County of Los Angeles, State of California for
16 state actions and the Central District of California for any federal actions. Contractor
17 shall cause all work performed in connection with construction of the Project to be
18 performed in compliance with (1) all applicable laws, ordinances, rules and regulations of
19 federal, state, county or municipal governments or agencies (including, without limitation,
20 all applicable federal and state labor standards, including the prevailing wage provisions
21 of sections 1770 *et seq.* of the California Labor Code); and (2) all directions, rules and
22 regulations of any fire marshal, health officer, building inspector, or other officer of every
23 governmental agency now having or hereafter acquiring jurisdiction.

24 16. PREVAILING WAGES.
25 A. Contractor agrees that all public work (as defined in California
26 Labor Code section 1720) performed pursuant to this Agreement (the "Public
27 Work"), if any, shall comply with the requirements of California Labor Code
28 sections 1770 *et seq.* City makes no representation or statement that the Project,

1 or any portion thereof, is or is not a "public work" as defined in California Labor
2 Code section 1720.

3 B. In all bid specifications, contracts and subcontracts for any
4 such Public Work, Contractor shall obtain the general prevailing rate of per diem
5 wages and the general prevailing rate for holiday and overtime work in this locality
6 for each craft, classification or type of worker needed to perform the Public Work,
7 and shall include such rates in the bid specifications, contract or subcontract.
8 Such bid specifications, contract or subcontract must contain the following
9 provision: "It shall be mandatory for the contractor to pay not less than the said
10 prevailing rate of wages to all workers employed by the contractor in the execution
11 of this contract. The contractor expressly agrees to comply with the penalty
12 provisions of California Labor Code section 1775 and the payroll record keeping
13 requirements of California Labor Code section 1771."

14 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
15 constitutes the entire understanding between the parties and supersedes all other
16 agreements, oral or written, with respect to the subject matter in this Agreement.

17 18. INDEMNITY.

18 A. Contractor shall indemnify, protect and hold harmless City, its
19 Boards, Commissions, and their officials, employees and agents ("Indemnified
20 Parties"), from and against any and all liability, claims, demands, damage, loss,
21 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
22 costs and expenses, including attorneys' fees, court costs, expert and witness
23 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
24 whole or in part, out of or in connection with (1) Contractor's breach or failure to
25 comply with any of its obligations contained in this Agreement, including any
26 obligations arising from the Project's compliance with or failure to comply with
27 applicable laws, including all applicable federal and state labor requirements including,
28 without limitation, the requirements of California Labor Code section 1770 *et seq.* or (2)

1 negligent or willful acts, errors, omissions or misrepresentations committed by
2 Contractor, its officers, employees, agents, subcontractors, or anyone under
3 Contractor's control, in the performance of work or services under this Agreement
4 (collectively "Claims" or individually "Claim").

5 B. In addition to Contractor's duty to indemnify, Contractor shall
6 have a separate and wholly independent duty to defend Indemnified Parties at
7 Contractor's expense by legal counsel approved by City, from and against all
8 Claims, and shall continue this defense until the Claims are resolved, whether by
9 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
10 breach, or the like on the part of Contractor shall be required for the duty to defend
11 to arise. City shall notify Contractor of any Claim, shall tender the defense of the
12 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,
13 in the defense.

14 C. If a court of competent jurisdiction determines that a Claim
15 was caused by the sole negligence or willful misconduct of Indemnified Parties,
16 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the
17 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
18 percentage of willful misconduct attributed by the court to the Indemnified Parties.

19 D. The provisions of this Section shall survive the expiration or
20 termination of this Agreement.

21 19. AMBIGUITY. In the event of any conflict or ambiguity between this
22 Agreement and any Exhibit, the provisions of this Agreement shall govern.

23 20. NONDISCRIMINATION.

24 A. In connection with performance of this Agreement and subject
25 to applicable rules and regulations, Contractor shall not discriminate against any
26 employee or applicant for employment because of race, religion, national origin,
27 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
28 disability. Contractor shall ensure that applicants are employed, and that

1 employees are treated during their employment, without regard to these bases.
2 These actions shall include, but not be limited to, the following: employment,
3 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
4 termination; rates of pay or other forms of compensation; and selection for training,
5 including apprenticeship.

6 B. It is the policy of City to encourage the participation of
7 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
8 procurement process, and Contractor agrees to use its best efforts to carry out this
9 policy in its use of subcontractors and consultants to the fullest extent consistent
10 with the efficient performance of this Agreement. Contractor may rely on written
11 representations by subcontractors and consultants regarding their status.
12 Contractor shall report to City in May and in December or, in the case of short-
13 term agreements, prior to invoicing for final payment, the names of all
14 subcontractors and consultants hired by Contractor for this Project and information
15 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
16 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
17 637).

18 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
19 accordance with the provisions of the Ordinance, this Agreement is subject to the
20 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
21 Long Beach Municipal Code, as amended from time to time.

22 A. During the performance of this Agreement, the Contractor
23 certifies and represents that the Contractor will comply with the EBO. The
24 Contractor agrees to post the following statement in conspicuous places at its
25 place of business available to employees and applicants for employment:

26 "During the performance of a contract with the City of Long Beach,
27 the Contractor will provide equal benefits to employees with spouses and its
28 employees with domestic partners. Additional information about the City of

1 Long Beach's Equal Benefits Ordinance may be obtained from the City of
2 Long Beach Business Services Division at 562-570-6200."

3 B. The failure of the Contractor to comply with the EBO will be
4 deemed to be a material breach of the Agreement by the City.

5 C. If the Contractor fails to comply with the EBO, the City may
6 cancel, terminate or suspend the Agreement, in whole or in part, and monies due
7 or to become due under the Agreement may be retained by the City. The City
8 may also pursue any and all other remedies at law or in equity for any breach.

9 D. Failure to comply with the EBO may be used as evidence
10 against the Contractor in actions taken pursuant to the provisions of Long Beach
11 Municipal Code 2.93 et seq., Contractor Responsibility.

12 E. If the City determines that the Contractor has set up or used
13 its contracting entity for the purpose of evading the intent of the EBO, the City may
14 terminate the Agreement on behalf of the City. Violation of this provision may be
15 used as evidence against the Contractor in actions taken pursuant to the
16 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor
17 Responsibility.

18 22. NOTICES. Any notice or approval required by this Agreement shall
19 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
20 postage prepaid, addressed to Contractor at the address first stated above, and to City at
21 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
22 copy to the City Engineer at the same address. Notice of change of address shall be
23 given in the same manner as stated for other notices. Notice shall be deemed given on
24 the date deposited in the mail or on the date personal delivery is made, whichever occurs
25 first.

26 23. COPYRIGHTS AND PATENT RIGHTS.

27 A. Contractor shall place the following copyright protection on all
28 Data: © City of Long Beach, California _____, inserting the appropriate year.

1 B. City reserves the exclusive right to seek and obtain a patent
2 or copyright registration on any Data or other result arising from Contractor's
3 performance of this Agreement. By executing this Agreement, Contractor assigns
4 any ownership interest Contractor may have in the Data to City.

5 C. Contractor warrants that the Data does not violate or infringe
6 any patent, copyright, trade secret or other proprietary right of any other party.
7 Contractor agrees to and shall protect, defend, indemnify and hold City, its officials
8 and employees harmless from any and all claims, demands, damages, loss,
9 liability, causes of action, costs or expenses (including reasonable attorney's fees)
10 whether or not reduced to judgment, arising from any breach or alleged breach of
11 this warranty.

12 24. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
13 that Contractor has not employed or retained any entity or person to solicit or obtain this
14 Agreement and that Contractor has not paid or agreed to pay any entity or person any
15 fee, commission or other monies based on or from the award of this Agreement. If
16 Contractor breaches this warranty, City shall have the right to terminate this Agreement
17 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
18 from payments due under this Agreement or otherwise recover the full amount of the fee,
19 commission or other monies.

20 25. WAIVER. The acceptance of any services or the payment of any
21 money by City shall not operate as a waiver of any provision of this Agreement or of any
22 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
23 Agreement shall not constitute a waiver of any other or subsequent breach of this
24 Agreement.

25 26. CONTINUATION. Termination or expiration of this Agreement shall
26 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
27 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

28 27. TAX REPORTING. As required by federal and state law, City is

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1 obligated to and will report the payment of compensation to Contractor on Form 1099-
2 Misc. Contractor shall be solely responsible for payment of all federal and state taxes
3 resulting from payments under this Agreement. Contractor shall submit Contractor's
4 Employer Identification Number (EIN), or Contractor's Social Security Number if
5 Contractor does not have an EIN, in writing to City's Accounts Payable, Department of
6 Financial Management. Contractor acknowledges and agrees that City has no obligation
7 to pay Contractor until Contractor provides one of these numbers.

8 28. ADVERTISING. Contractor shall not use the name of City, its
9 officials or employees in any advertising or solicitation for business or as a reference,
10 without the prior approval of the City Manager or designee.

11 29. AUDIT. City shall have the right at all reasonable times during the
12 term of this Agreement and for a period of five (5) years after termination or expiration of
13 this Agreement to examine, audit, inspect, review, extract information from and copy all
14 books, records, accounts and other documents of Contractor relating to this Agreement.

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30. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

TAIT ENVIRONMENTAL SERVICES, INC.
a California corporation

January 4, 2018

By [Signature]
Name James D. Streitz
Title COO

1/4, 2018

By [Signature]
Name Timothy J. Ericson
Title Executive Vice President

"Contractor"

CITY OF LONG BEACH, a municipal corporation

1/16, 2018

By [Signature]
City Manager

"City"

This Agreement is approved as to form on January 10, 2018.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT "A"

Scope of Work

- 1) Monitor local, state and federal legislation that affects the operation of petroleum and natural gas fuel sites
- 2) Manage construction projects at fuel sites, both underground and above ground
- 3) Participate in the UST Task Force monthly meetings to review fuel site status
- 4) Work with vendors and staff to complete fuel site inspections, repairs, and to ensure compliance with regulations
- 5) Provide training on a yearly basis for the UST Executive Committee and City staff for updates to procedures and processes
- 6) Maintain cooperative relationships with local and state oversight agencies
- 7) Specific construction projects and resolution of fuel site operational failures are assigned on a case by case basis

EXHIBIT "B"

Rates or Charges



701 N. Parkcenter Drive, Santa Ana, CA 92705

pt714/560/8222 www.tait.com

**TAIT ENVIRONMENTAL SERVICES, INC.
CITY OF LONG BEACH
TIME & MATERIAL RATE SCHEDULE – LB13
EFFECTIVE 1/2018**

| | <u>Hourly Rate</u> |
|--|--------------------|
| Program Manager (090)..... | \$145.00 |
| Professional Engineer/Geologist (020)..... | \$145.00 |
| Senior Regulatory Affairs Manager (091)..... | \$145.00 |
| Construction Manager (019)..... | \$135.00 |
| Senior UST Designer (010)..... | \$135.00 |
| Regulatory Affairs Manager (092)..... | \$110.00 |
| Construction Site Supervisor (511)..... | \$110.00 |
| UST Service Technician (505)..... | \$95.00 |
| Drafter (070)..... | \$80.00 |
| Administrative Assistant (039)..... | \$80.00 |
| UST Designated Operator (504)..... | \$80.00 |

REIMBURSABLES

| | |
|------------------------------------|-------------------|
| Materials | Cost + 15% |
| Rentals | Cost + 15% |
| Subcontractors | Cost + 15% |
| Service Truck Mobilization | \$80.00 per Day |
| Mileage – Service Trucks | \$0.80/mile |
| Mileage – Cars/Light Pickup Trucks | \$0.80/mile |
| Travel/Subsistence | Cost + 15% |
| Per Diem – Lodging | \$80.00 per Night |
| Per Diem – Meals | \$40.00 per Night |

FIXED FEES INCLUDING OUT OF POCKET EXPENSES

| | |
|---|--------------------|
| Monitoring and Notification of Regulatory Changes | \$200.00 Monthly |
| UST Executive Committee Training | \$750.00 per Event |
| UST Task Force Meeting | \$250.00 Monthly |

EXHIBIT “C”

City’s Representative:

Oliver Cruz, Fleet Fuel and

UST Program Officer

EXHIBIT “D”

Additional Materials/Information Furnished:
NONE