

1 necessary funds for such payment by the City in each fiscal year during the term of
2 this Agreement. For the purposes of this Section, a fiscal year commences on
3 October 1 of the year and continues through September 30 of the following year. In
4 the event that the City Council of the City fails to appropriate the necessary funds
5 for any fiscal year, then, and in that event, the Agreement will terminate at no
6 additional cost or obligation to the City.

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

11 D. Consultant has requested to receive regular payments. City
12 shall pay Consultant in due course of payments following receipt from Consultant
13 and approval by City of invoices showing the services or task performed, the time
14 expended (if billing is hourly), and the name of the Project. Consultant shall certify
15 on the invoices that Consultant has performed the services in full conformance with
16 this Agreement and is entitled to receive payment. Each invoice shall be
17 accompanied by a progress report indicating the progress to date of services
18 performed and covered by the invoice, including a brief statement of any Project
19 problems and potential causes of delay in performance, and listing those services
20 that are projected for performance by Consultant during the next invoice cycle.
21 Where billing is done and payment is made on an hourly basis, the parties
22 acknowledge that this arrangement is either customary practice for Consultant's
23 profession, industry or business, or is necessary to satisfy audit and legal
24 requirements which may arise due to the fact that City is a municipality.

25 E. Consultant represents that Consultant has obtained all
26 necessary information on conditions and circumstances that may affect its
27 performance and has conducted site visits, if necessary.

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1 F. CAUTION: Consultant shall not begin work until this
2 Agreement has been signed by both parties and until Consultant's evidence of
3 insurance has been delivered to and approved by City.

4 2. TERM. The term of this Agreement shall commence at midnight on
5 February 1, 2016, and shall terminate at 11:59 p.m. on January 31, 2019, unless sooner
6 terminated as provided in this Agreement, or unless the services or the Project is
7 completed sooner.

8 3. COORDINATION AND ORGANIZATION.

9 A. Consultant shall coordinate its performance with City's
10 representative, if any, named in Exhibit "C", attached to this Agreement and
11 incorporated by this reference. Consultant shall advise and inform City's
12 representative of the work in progress on the Project in sufficient detail so as to
13 assist City's representative in making presentations and in holding meetings on the
14 Project. City shall furnish to Consultant information or materials, if any, described
15 in Exhibit "D", attached to this Agreement and incorporated by this reference, and
16 shall perform any other tasks described in the Exhibit.

17 B. The parties acknowledge that a substantial inducement to City
18 for entering this Agreement was and is the reputation and skill of Consultant's key
19 employee, Craig Justesen. City shall have the right to approve any person proposed
20 by Consultant to replace that key employee.

21 4. INDEPENDENT CONTRACTOR. In performing its services,
22 Consultant is and shall act as an independent contractor and not an employee,
23 representative or agent of City. Consultant shall have control of Consultant's work and the
24 manner in which it is performed. Consultant shall be free to contract for similar services to
25 be performed for others during this Agreement; provided, however, that Consultant acts in
26 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges
27 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;
28 (b) City will not secure workers' compensation or pay unemployment insurance to, for or

1 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of
2 the usual and customary rights, benefits or privileges of City employees. Consultant
3 expressly warrants that neither Consultant nor any of Consultant's employees or agents
4 shall represent themselves to be employees or agents of City.

5 5. INSURANCE.

6 A. As a condition precedent to the effectiveness of this
7 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
8 duration of this Agreement, from insurance companies that are admitted to write
9 insurance in California and have ratings of or equivalent to A:V by A.M. Best
10 Company or from authorized non-admitted insurance companies subject to Section
11 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
12 by A.M. Best Company, the following insurance:

13 (a) Commercial general liability insurance (equivalent in scope to
14 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
15 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
16 coverage shall include but not be limited to broad form contractual liability,
17 cross liability, independent contractors liability, and products and completed
18 operations liability. City, its boards and commissions, and their officials,
19 employees and agents shall be named as additional insureds by
20 endorsement (on City's endorsement form or on an endorsement equivalent
21 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10
22 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),
23 and this insurance shall contain no special limitations on the scope of
24 protection given to City, its boards and commissions, and their officials,
25 employees and agents. This policy shall be endorsed to state that the
26 insurer waives its right of subrogation against City, its boards and
27 commissions, and their officials, employees and agents.

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1 (b) Workers' Compensation insurance as required by the California
2 Labor Code and employer's liability insurance in an amount not less than
3 \$1,000,000. This policy shall be endorsed to state that the insurer waives
4 its right of subrogation against City, its boards and commissions, and their
5 officials, employees and agents.

6 (c) Professional liability or errors and omissions insurance in an
7 amount not less than \$1,000,000 per claim.

8 (d) Commercial automobile liability insurance (equivalent in scope
9 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
10 amount not less than \$500,000 combined single limit per accident.

11 B. Any self-insurance program, self-insured retention, or
12 deductible must be separately approved in writing by City's Risk Manager or
13 designee and shall protect City, its officials, employees and agents in the same
14 manner and to the same extent as they would have been protected had the policy
15 or policies not contained retention or deductible provisions.

16 C. Each insurance policy shall be endorsed to state that coverage
17 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
18 written notice to City, shall be primary and not contributing to any other insurance
19 or self-insurance maintained by City, and shall be endorsed to state that coverage
20 maintained by City shall be excess to and shall not contribute to insurance or self-
21 insurance maintained by Consultant. Consultant shall notify City in writing within
22 five (5) days after any insurance has been voided by the insurer or cancelled by the
23 insured.

24 D. If this coverage is written on a "claims made" basis, it must
25 provide for an extended reporting period of not less than one hundred eighty (180)
26 days, commencing on the date this Agreement expires or is terminated, unless
27 Consultant guarantees that Consultant will provide to City evidence of uninterrupted,
28 continuing coverage for a period of not less than three (3) years, commencing on

1 the date this Agreement expires or is terminated.

2 E. Consultant shall require that all subconsultants or contractors
3 that Consultant uses in the performance of these services maintain insurance in
4 compliance with this Section unless otherwise agreed in writing by City's Risk
5 Manager or designee.

6 F. Prior to the start of performance, Consultant shall deliver to City
7 certificates of insurance and the endorsements for approval as to sufficiency and
8 form. In addition, Consultant shall, within thirty (30) days prior to expiration of the
9 insurance, furnish to City certificates of insurance and endorsements evidencing
10 renewal of the insurance. City reserves the right to require complete certified copies
11 of all policies of Consultant and Consultant's subconsultants and contractors, at any
12 time. Consultant shall make available to City's Risk Manager or designee all books,
13 records and other information relating to this insurance, during normal business
14 hours.

15 G. Any modification or waiver of these insurance requirements
16 shall only be made with the approval of City's Risk Manager or designee. Not more
17 frequently than once a year, City's Risk Manager or designee may require that
18 Consultant, Consultant's subconsultants and contractors change the amount, scope
19 or types of coverages required in this Section if, in his or her sole opinion, the
20 amount, scope or types of coverages are not adequate.

21 H. The procuring or existence of insurance shall not be construed
22 or deemed as a limitation on liability relating to Consultant's performance or as full
23 performance of or compliance with the indemnification provisions of this Agreement.

24 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
25 contemplates the personal services of Consultant and Consultant's employees, and the
26 parties acknowledge that a substantial inducement to City for entering this Agreement was
27 and is the professional reputation and competence of Consultant and Consultant's
28 employees. Consultant shall not assign its rights or delegate its duties under this

1 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
2 of City, except that Consultant may with the prior approval of the City Manager of City,
3 assign any moneys due or to become due Consultant under this Agreement. Any
4 attempted assignment or delegation shall be void, and any assignee or delegate shall
5 acquire no right or interest by reason of an attempted assignment or delegation.
6 Furthermore, Consultant shall not subcontract any portion of its performance without the
7 prior approval of the City Manager or designee, or substitute an approved subconsultant
8 or contractor without approval prior to the substitution. Nothing stated in this Section shall
9 prevent Consultant from employing as many employees as Consultant deems necessary
10 for performance of this Agreement.

11 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
12 certifies that, at the time Consultant executes this Agreement and for its duration,
13 Consultant does not and will not perform services for any other client which would create
14 a conflict, whether monetary or otherwise, as between the interests of City and the interests
15 of that other client. And, Consultant shall obtain similar certifications from Consultant's
16 employees, subconsultants and contractors.

17 8. MATERIALS. Consultant shall furnish all labor and supervision,
18 supplies, materials, tools, machinery, equipment, appliances, transportation and services
19 necessary to or used in the performance of Consultant's obligations under this Agreement,
20 except as stated in Exhibit "D".

21 9. OWNERSHIP OF DATA. All materials, information and data
22 prepared, developed or assembled by Consultant or furnished to Consultant in connection
23 with this Agreement, including but not limited to documents, estimates, calculations,
24 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
25 models, reports, summaries, drawings, designs, notes, plans, information, material and
26 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
27 and City shall have the unrestricted right to use and disclose the Data in any manner and
28 for any purpose without payment of further compensation to Consultant. Copies of Data

1 may be retained by Consultant but Consultant warrants that Data shall not be made
2 available to any person or entity for use without the prior approval of City. This warranty
3 shall survive termination of this Agreement for five (5) years.

4 10. TERMINATION. Either party shall have the right to terminate this
5 Agreement for any reason or no reason at any time by giving thirty (30) calendar days prior
6 written notice to the other party. In the event of termination under this Section, City shall
7 pay Consultant for services satisfactorily performed and costs incurred up to the effective
8 date of termination for which Consultant has not been previously paid. The procedures for
9 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
10 termination, Consultant shall deliver to City all Data developed or accumulated in the
11 performance of this Agreement, whether in draft or final form, or in process. And,
12 Consultant acknowledges and agrees that City's obligation to make final payment is
13 conditioned on Consultant's delivery of the Data to City.

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

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

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1 13. ADDITIONAL COSTS AND REDESIGN.

2 A. Any costs incurred by City due to Consultant's failure to meet
3 the standards required by the scope of work or Consultant's failure to perform fully
4 the tasks described in the scope of work which, in either case, causes City to request
5 that Consultant perform again all or part of the Scope of Work shall be at the sole
6 cost of Consultant and City shall not pay any additional compensation to Consultant
7 for its re-performance.

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

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

20 15. LAW. This Agreement shall be construed in accordance with the laws
21 of the State of California, and the venue for any legal actions brought by any party with
22 respect to this Agreement shall be the County of Los Angeles, State of California for state
23 actions and the Central District of California for any federal actions. Consultant shall cause
24 all work performed in connection with construction of the Project to be performed in
25 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
26 county or municipal governments or agencies (including, without limitation, all applicable
27 federal and state labor standards, including the prevailing wage provisions of sections 1770
28 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any

1 fire marshal, health officer, building inspector, or other officer of every governmental
2 agency now having or hereafter acquiring jurisdiction.

3 16. PREVAILING WAGES.

4 A. Consultant agrees that all public work (as defined in California
5 Labor Code section 1720) performed pursuant to this Agreement (the "Public
6 Work"), if any, shall comply with the requirements of California Labor Code sections
7 1770 *et seq.* City makes no representation or statement that the Project, or any
8 portion thereof, is or is not a "public work" as defined in California Labor Code
9 section 1720.

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

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

24 18. INDEMNITY.

25 A. Consultant shall indemnify, protect and hold harmless City, its
26 Boards, Commissions, and their officials, employees and agents ("Indemnified
27 Parties"), from and against any and all liability, claims, demands, damage, loss,
28 obligations, causes of action, proceedings, awards, fines, judgments, penalties,

1 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
2 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
3 in part, out of or in connection with (1) Consultant's breach or failure to comply with
4 any of its obligations contained in this Agreement, including any obligations arising
5 from the Project's compliance with or failure to comply with applicable laws,
6 including all applicable federal and state labor requirements including, without
7 limitation, the requirements of California Labor Code section 1770 *et seq.* or (2)
8 negligent or willful acts, errors, omissions or misrepresentations committed by
9 Consultant, its officers, employees, agents, subcontractors, or anyone under
10 Consultant's control, in the performance of work or services under this Agreement
11 (collectively "Claims" or individually "Claim").

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

21 C. If a court of competent jurisdiction determines that a Claim was
22 caused by the sole negligence or willful misconduct of Indemnified Parties,
23 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
24 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
25 percentage of willful misconduct attributed by the court to the Indemnified Parties.

26 D. The provisions of this Section shall survive the expiration or
27 termination of this Agreement.

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

3 20. NONDISCRIMINATION.

4 A. In connection with performance of this Agreement and subject
5 to applicable rules and regulations, Consultant shall not discriminate against any
6 employee or applicant for employment because of race, religion, national origin,
7 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
8 disability. Consultant shall ensure that applicants are employed, and that
9 employees are treated during their employment, without regard to these bases.
10 These actions shall include, but not be limited to, the following: employment,
11 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
12 termination; rates of pay or other forms of compensation; and selection for training,
13 including apprenticeship.

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

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

1 A. During the performance of this Agreement, the Consultant
2 certifies and represents that the Consultant will comply with the EBO. The
3 Consultant agrees to post the following statement in conspicuous places at its place
4 of business available to employees and applicants for employment:

5 “During the performance of a contract with the City of Long Beach, the
6 Consultant will provide equal benefits to employees with spouses and its
7 employees with domestic partners. Additional information about the City of
8 Long Beach’s Equal Benefits Ordinance may be obtained from the City of
9 Long Beach Business Services Division at 562-570-6200.”

10 B. The failure of the Consultant to comply with the EBO will be
11 deemed to be a material breach of the Agreement by the City.

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

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

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

24 22. NOTICES. Any notice or approval required by this Agreement shall
25 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
26 postage prepaid, addressed to Consultant at the address first stated above, and to City at
27 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
28 to the City Engineer at the same address. Notice of change of address shall be given in

1 the same manner as stated for other notices. Notice shall be deemed given on the date
2 deposited in the mail or on the date personal delivery is made, whichever occurs first.

3 23. COPYRIGHTS AND PATENT RIGHTS.

4 A. If requested by City, Consultant shall place the following
5 copyright protection on all Data: © City of Long Beach, California _____, inserting the
6 appropriate year.

7 B. City reserves the exclusive right to seek and obtain a patent or
8 copyright registration on any Data or other result arising from Consultant's
9 performance of this Agreement. By executing this Agreement, Consultant assigns
10 any ownership interest Consultant may have in the Data to City.

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

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

26 25. WAIVER. The acceptance of any services or the payment of any
27 money by City shall not operate as a waiver of any provision of this Agreement or of any
28 right to damages or indemnity stated in this Agreement. The waiver of any breach of this

1 Agreement shall not constitute a waiver of any other or subsequent breach of this
2 Agreement.

3 26. CONTINUATION. Termination or expiration of this Agreement shall
4 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
5 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

6 27. TAX REPORTING. As required by federal and state law, City is
7 obligated to and will report the payment of compensation to Consultant on Form 1099-
8 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
9 resulting from payments under this Agreement. Consultant shall submit Consultant's
10 Employer Identification Number (EIN), or Consultant's Social Security Number if
11 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
12 Financial Management. Consultant acknowledges and agrees that City has no obligation
13 to pay Consultant until Consultant provides one of these numbers.

14 28. ADVERTISING. Consultant shall not use the name of City, its officials
15 or employees in any advertising or solicitation for business or as a reference, without the
16 prior approval of the City Manager or designee.

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

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

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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.

OVERLAND, PACIFIC & CUTLER, INC., a California corporation

April 8, 2016

By [Signature]
Name Brian Everett
Title President & CEO

April 8, 2016

By [Signature]
Name Carig Justesen
Title DIRECTOR OF OPERATIONS

"Consultant"

CITY OF LONG BEACH, a municipal corporation

April 19, 2016

By [Signature]
City Manager **Assistant City Manager**

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on April 11, 2016.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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

EXHIBIT “A”

Scope of Work

EXHIBIT "A"
SCOPE OF SERVICES

I. **REAL ESTATE PROPERTY ACQUISITION SERVICES**

Services to be provided include, but are not limited to:

- Prepare decision to appraise letter, owner offer letter and summary statements in accordance with State and/or Federal guidelines, and in accordance with the City/SA/LBCIC counsel instructions.
- Prepare lists of compensable items of fixtures and equipment.
- Obtain and Review fixture and equipment appraisals to determine compensable items and compare said items with fee appraisal to prevent valuation overlaps.
- Prepare tenant offer letters in accordance with State and/or Federal guidelines and in accordance with City/SA/LBCIC counsel instructions.
- Process bulk sale in accordance with State and/or Federal guidelines, and in accordance with City/SA/LBCIC counsel instructions.
- Process all documents necessary for right-of-way and street widening projects in accordance with CalTrans requirements.
- Process all documents necessary for the acquisition and disposition of eligible property in accordance with the Department of Housing and Urban Development's Neighborhood Stabilization Program.
- Personally negotiate, in their native language if requested, with the property owners and their tenants, business and residential (or their appointed representative(s)), for the purchase of the required property rights. The City/SA/LBCIC's written offer to purchase will be presented to the appropriate owner and tenant, if applicable, or their representative(s) in person, when possible.
- Prepare all acquisition documents (i.e. agreements, grant deeds, quitclaim deeds, assignment of leases, estoppel certificates, etc.) for the acquisition of both the fee interest and tenant(s)/lessee(s) interest, if applicable, including fixtures and equipment.
- Provide due diligence services including, but not limited to, environmental assessments, building and structural assessments, hazardous materials surveys and demolition bids/estimates.
- At such time that negotiations appear to be unsuccessful and eminent domain proceedings commence, consultant will provide all necessary information to and work

with the City/SA/LBCIC's relocation consultant or staff member, in order to expeditiously and professionally complete the project.

- Prepare specialty reports, including valuation of Furniture, Fixtures and Equipment, Goodwill, Leasehold Interest, and/or Mineral Oil Rights.
- Provide condemnations support including expert witness testimony.
- Maintain a file for each acquisition, which shall contain a diary of all pertinent information along with copies of all correspondence, agreements, and documents relating to the transaction.
- Prepare property and/or site valuation estimates.
- Provide general real estate and acquisition consulting.
- On partial takings, consultants' firm will review and analyze litigation guarantees, preliminary title reports to identify specific title exceptions (i.e. easements, oil rights, deeds of trust, liens, judgment, etc.) that may have an adverse affect on intended use. Consultant's firm will also obtain necessary release documents (i.e. reconveyance, subordination agreement, release of lien, etc.) to satisfy all title issues before conveyance to the City, SA and/or LBCIHDC.
- Provide a written summary of the status of acquisition of each parcel on a monthly basis, with verbal reports to the City, SA and/or LBCIC staff on a more frequent basis as requested.
- On request from City, SA and/or LBCIC staff, consultant will survey and solicit voluntary acquisition of properties in the project areas. The survey will include physical search as well as review of other relevant sales data.
- Market surplus properties for sale, as directed by the City, SA and/or LBCIC.
- Subcontract with various entities to provide necessary services as required by the City, SA and/or LBCIC.

II. RELOCATION, PROPERTY MANAGEMENT AND RELATED SERVICES

Services to be provided include, but are not limited to:

- Consultant shall advise City staff on relocation activities in compliance with the Federal and State regulations, including the Uniform Acquisition and Relocation Act and Title 1 as well as property management, and administration matters necessary for proper operation of the program.

- Consultant shall confer with HUD and other governmental agencies on relocation and property management, as necessary.
- Consultant may be asked to develop policies and procedures for implementation of the relocation and property management program and update policies and procedures for implementation of the relocation and property management programs as needed.
- Consultant shall prepare, as requested by the City, SA and/or LBCIC relocation activity reports or such other reports as may be required by the City, SA and/or LBCIC.
- Consultant shall prepare Relocation Plans as may be required by state law, including Title 25 of the California Code of Regulations, and respond to any questions on the plan by local residents or state agencies.
- Consultant shall conduct field surveys of residents and businesses located in a proposed project, identify relocation resources for both, meet with and answer questions of any affected local community groups.
- Consultant shall be available, as may be required by the City, SA and/or LBCIC for various public presentations and/or consultations and be able to provide fluent translations in Spanish, Khmer and Tagalog.
- Consultant shall meet with and fully inform, in their native language if requested, project area occupants of the nature of, and procedures for, obtaining relocation assistance and benefits.
- Consultant shall provide the required relocation assistance services to adequately relocate owners and tenants to legally suitable replacement locations.
- Consultant shall prepare the required relocation assistance claims for review and approval by the City, SA and/or LBCIC.
- Consultant shall arrange for demolition, site clearance, asbestos and lead based paint abatement (when required), paving, fencing or other property management related functions.
- Consultant may provide or subcontract emergency board up services to be provided to Long Beach Police Department and the Long Beach Fire Department on a 24-hour, 7-day a week basis.

EXHIBIT “B”

Rates or Charges

EXHIBIT B
FEE SCHEDULE

Real Estate Property Acquisition Services
RFP No. CM15-110

OPC's Hourly Rates

2015 Schedule of Hourly Rates	
Right of Way Management & Implementation	
Senior Program Manager	\$250.00 per hour
Program Manager	\$200.00 per hour
Senior Project Manager	\$150.00 per hour
Project Manager/Project Controls Manager	\$130.00 per hour
Sr. Acquisition Agent/Sr. Relocation Agent/Sr. Analyst	\$115.00 per hour
Acquisition Agent/Relocation Agent/Analyst	\$105.00 per hour
Real Estate Appraisal	
Managing Director/Director	\$275.00 per hour
Senior Valuation Analyst	\$225.00 per hour
Valuation Analyst	\$150.00 per hour
Assistant Valuation Analyst	\$105.00 per hour
Utility Coordination	
Utility Manager	\$150.00 per hour
Senior Utility Coordinator	\$130.00 per hour
Utility Coordinator	\$115.00 per hour
Right of Way Engineering	
Project Engineer (PE)	\$200.00 per hour
Survey Manager (PLS)	\$175.00 per hour
ROWE/Survey Analyst	\$130.00 per hour
GIS/CADD Analyst	\$105.00 per hour
Property Management/Property Services	
Property Management Supervisor	\$150.00 per hour
Property Manager	\$115.00 per hour
Property Services Supervisor	\$115.00 per hour
Community Liaison	\$105.00 per hour
Landscape Crewperson	\$40.00 per hour
Project Support/Administrative	
Project Support Specialist	\$75.00 per hour
Administrative Assistant	\$55.00 per hour



EXHIBIT B
FEE SCHEDULE

BILLING TERMS:

OPC considers local travel/mileage, photocopying, first class postage, telephone, facsimile, and mobile communication charges a normal part of doing business and such costs are included in the stated hourly rates.

In the event OPC is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two times the regular hourly rates.

In the event this contract extends twelve (12) months beyond the initial date of execution, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge.

OPC will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The client shall promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice. Upon completion of services, the remaining unbilled amount of the project balance shall become immediately due and payable.



EXHIBIT B
FEE SCHEDULE

Real Estate Property Acquisition Services
RFP No. CM15-110

Subconsultant Hourly Rates

Name	Job Function	Hourly Rate
Donna Desmond ASA	Goodwill Appraisal	\$295
Richard Hodges, ASA	FF&E Appraisal	\$150



Relocation, Property Management, and Related Services
EXHIBIT B
FEE SCHEDULE

RFP No. CM15-111

OPC's Hourly Rates

2015 Schedule of Hourly Rates	
Right of Way Management & Implementation	
Senior Program Manager	\$250.00 per hour
Program Manager	\$200.00 per hour
Senior Project Manager	\$150.00 per hour
Project Manager/Project Controls Manager	\$130.00 per hour
Sr. Acquisition Agent/Sr. Relocation Agent/Sr. Analyst	\$115.00 per hour
Acquisition Agent/Relocation Agent/Analyst	\$105.00 per hour
Real Estate Appraisal	
Managing Director/Director	\$275.00 per hour
Senior Valuation Analyst	\$225.00 per hour
Valuation Analyst	\$150.00 per hour
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Property Management Supervisor	\$150.00 per hour
Property Manager	\$115.00 per hour
Property Services Supervisor	\$115.00 per hour
Community Liaison	\$105.00 per hour
Landscape Crewperson	\$40.00 per hour
Project Support/Administrative	
Project Support Specialist	\$75.00 per hour
Administrative Assistant	\$55.00 per hour



Relocation, Property Management, and Related Services
RFP No. CM15-111

EXHIBIT B
FEE SCHEDULE

BILLING TERMS:

OPC considers local travel/mileage, photocopying, first class postage, telephone, facsimile, and mobile communication charges a normal part of doing business and such costs are included in the stated hourly rates.

In the event OPC is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two times the regular hourly rates.

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EXHIBIT B FEE SCHEDULE

Overland, Pacific, & Cutler, Inc. (Rev. 2015)
City of Long Beach, CA board up and maintenance service pricing

Call in time	Arrival	Finished	Shop Arrival

Scope of work: Provide a 24/7 staffed on call telephone to receive calls from the client. Provide staff to manage, dispatch, and deliver repair services, emergency maintenance and board up services. Provide all labor and material per the price list provided below. ALL LABOR RATES ARE AT PREVAILING WAGES.

Date:	Call #
Address:	

Officer	Badge #	Call or DR #
LBDP # 562-435-6711		
LBFD # 562-435-8211 or 562-570-9400		

Work Schedule & Rates

Item Description	Price	Quantity	Crew member names			
Master Lock (per lock)	\$22.00					
5/16" Galvanized Chain - (per foot used)	\$4.15					
1/2" - 4'x8' OSB Plywood - (per sheets used)	\$18.00					
2"x4"x10' Douglas fir - (per stick used)	\$6.50					
Hasp for pad lock	\$9.25					
90 degree frame anchor	\$5.25					
3" Coarse thread screws (price per pound)	\$5.25					
#12 - 1 1/2" self tapping hex head screw per pound	\$12.00					
#12 - 2" self tapping hex head screw per pound	\$12.00					
3" Self tapping screws per pound	\$14.00					
Ram Set shots and nails each (concrete anchoring)	\$0.50					
Exterior paint - graffiti removal (gallons used)	\$16.35					
14 gauge galvanized wire per foot	\$0.16					
Hourly labor rate (port to port)	Regular Rate		Start	End	Crew Size	Total MH
Labor Hours Used for General Maintenance, Debris Removal, Board up and repairs. (M-F: 7:00 a.m. to 3:30 p.m.). Straight time rate.	\$99.25					
Labor Hours Used for General Maintenance, Debris Removal, Board up and repairs. (M-F: 3:30 p.m. to 7:30 p.m.) and Saturdays. Time and a half rate.	\$129.75					
Labor Hours Used for General Maintenance, Debris Removal, Board up and repairs. (Monday -Saturday: 7:30 p.m. to 7:00 a.m.). Double time rate	\$198.25					
Labor Hours Used for General Maintenance, Debris Removal, Board up and repairs. (Sundays and Holidays).	\$160.25					
Locksmith Services						
Service call	\$90.00					
Hourly rate (minimum half hour) charged by the half hour. Port to port.	\$120.00					
Rekey lock	\$40.00					
Complete lock change out, depends on lock. It can range from \$30.00 to \$200.00 depending on the type of lock and application						
Wage rate description						
All rates are prevailing wages per General Laborer classification, Group 1, determination SC-23-102-2-2012-1						

EXHIBIT B
FEE SCHEDULE

Overland, Pacific & Cutler, Inc.
Employee Classification List
6/01/15

ID	Last Name	First Name	Title	Rate
B. Marquez	Marquez	Bernie	Sr. Analyst	108.00
C. Justesen	Justesen	Craig	Program Manager	160.00
D. Borbe	Borbe	Daniela	Project Manager	125.50
E. Quintero	Quintero	Eddie	Analyst	95.00
F. Collazo	Collazo	Freddie	Crew Leader	40.00
F. Collazo	Collazo	Freddie	Crew Leader	45.00
F. Cortez	Cortez	Ferando	Crew	27.50
G. Perez	Perez	Gabe	Analyst	95.00
J. Cospers	Cospers	Josh	Project Manager	125.50
J. Govea	Govea	Jose	Crew	27.50
J. Govea	Govea	Jose	Crew	45.00
J. Gutierrez	Gutierrez	Jorge	Crew	27.50
J. Gutierrez	Gutierrez	Jorge	Crew	45.00
K. Aguilar	Aguilar	Kenny	Crew	27.50
K. Aguilar	Aguilar	Kenny	Crew	45.00
K. Christie	Christie	Karen	Property Manager	125.50
L. Benavides	Benavides	Liz	Project Support	75.00
L. Corona	Corona	Liset	Sr. Agent	108.00
M. Garcia	Garcia	Mia	Sr. Analyst	108.00
M. Murillo	Murillo	Miguel	Crew Manager	75.00
M. Murillo	Murillo	Miguel	Crew Manager	105.00
P. Torres	Torres	Pauline	Project Support	75.00
M. Rivera	Rivera	Madelia	Project Manager	125.50
N. Bopha	Bopha	Nancy	Analyst	95.00
P. Castelan	Castelan	Pete	Project Manager	125.50
R. Guinaldo	Guinaldo	Roy	Project Manager	125.50
T. McCloud	McCloud	Tiffancy	Project Support	75.00

EXHIBIT “C”

City’s Representative:

Mary Torres, Project Manager

Department of Economic & Property
Development

(562) 570-6846

EXHIBIT “D”

Materials/Information Furnished: None