

AGREEMENT

31511

THIS AGREEMENT is made and entered, in duplicate, as of January 6, 2010 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on January 5, 2010, by and between OVERLAND, PACIFIC & CUTLER, INC., a California corporation ("Consultant"), with a place of business at 3750 Schaufele Avenue, Suite 150, Long Beach, California 90808, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with acquisition, relocation, property management and site clearance services ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Three Hundred Thousand Dollars (\$300,000), per year, at the rates or charges shown in Exhibit "B".

B. Consultant may select the time and place of performance for

1 these services; provided, however, that access to City documents, records and the
2 like, if needed by Consultant, shall be available only during City's normal business
3 hours and provided that milestones for performance, if any, are met.

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

18 D. Consultant represents that Consultant has obtained all
19 necessary information on conditions and circumstances that may affect its
20 performance and has conducted site visits, if necessary.

21 E. CAUTION: Consultant shall not begin work until this
22 Agreement has been signed by both parties and until Consultant's evidence of
23 insurance has been delivered to and approved by City.

24 2. TERM. The term of this Agreement shall commence at midnight on
25 December 1, 2009, and shall terminate at 11:59 p.m. on November 30, 2012, unless
26 sooner terminated as provided in this Agreement, or unless the services or the Project is
27 completed sooner.

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. COORDINATION AND ORGANIZATION.

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

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

4. INDEPENDENT CONTRACTOR.

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

5. INSURANCE.

A. As a condition precedent to the effectiveness of this

1 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
2 duration of this Agreement, from insurance companies that are admitted to write
3 insurance in California and have ratings of or equivalent to A:V by A.M. Best
4 Company or from authorized non-admitted insurance companies subject to
5 Section 1763 of the California Insurance Code and that have ratings of or
6 equivalent to A:VIII by A.M. Best Company, the following insurance:

7 (a) Commercial general liability insurance (equivalent in scope to
8 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
9 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
10 coverage shall include but not be limited to broad form contractual liability,
11 cross liability, independent contractors liability, and products and
12 completed operations liability. City, its boards and commissions, and their
13 officials, employees and agents shall be named as additional insureds by
14 endorsement (on City's endorsement form or on an endorsement
15 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
16 this insurance shall contain no special limitations on the scope of
17 protection given to City, its boards and commissions, and their officials,
18 employees and agents. This policy shall be endorsed to state that the
19 insurer waives its right of subrogation against City, its boards and
20 commissions, and their officials, employees and agents.

21 (b) Workers' Compensation insurance as required by the California
22 Labor Code and employer's liability insurance in an amount not less than
23 \$1,000,000. This policy shall be endorsed to state that the insurer waives
24 its right of subrogation against City, its boards and commissions, and their
25 officials, employees and agents.

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

28 (d) Commercial automobile liability insurance (equivalent in scope

1 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
2 amount not less than \$500,000 combined single limit per accident.

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

8 C. Each insurance policy shall be endorsed to state that
9 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
10 days prior written notice to City, shall be primary and not contributing to any other
11 insurance or self-insurance maintained by City, and shall be endorsed to state that
12 coverage maintained by City shall be excess to and shall not contribute to
13 insurance or self-insurance maintained by Consultant. Consultant shall notify City
14 in writing within five (5) days after any insurance has been voided by the insurer or
15 cancelled by the insured.

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

22 E. Consultant shall require that all subconsultants or contractors
23 that Consultant 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, Consultant shall deliver to
27 City certificates of insurance and the endorsements for approval as to sufficiency
28 and form. In addition, Consultant 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 Consultant and Consultant's subconsultants and
4 contractors, at any time. Consultant 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 Consultant, Consultant's subconsultants and contractors 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 Consultant'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 Consultant and Consultant'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 Consultant and Consultant's
21 employees. Consultant 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 Consultant may with the prior approval of the City Manager
24 of City, assign any moneys due or to become due Consultant 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, Consultant shall not subcontract any portion of its performance without the
28 prior approval of the City Manager or designee, or substitute an approved subconsultant

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

4 7. CONFLICT OF INTEREST. Consultant, by executing this
5 Agreement, certifies that, at the time Consultant executes this Agreement and for its
6 duration, Consultant 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, Consultant shall obtain similar certifications
9 from Consultant's employees, subconsultants and contractors.

10 8. MATERIALS. Consultant 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 Consultant'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 Consultant or furnished to Consultant in
16 connection with this Agreement, including but not limited to documents, estimates,
17 calculations, studies, maps, graphs, charts, computer disks, computer source
18 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
19 information, material and memorandum ("Data") shall be the exclusive property of City.
20 Data shall be given to City, and City shall have the unrestricted right to use and disclose
21 the Data in any manner and for any purpose without payment of further compensation to
22 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
23 Data shall not be made available to any person or entity for use without the prior approval
24 of City. This 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 notice to the other party. In the event of termination under this Section, City shall
28 pay Consultant for services satisfactorily performed and costs incurred up to the effective

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

7 11. CONFIDENTIALITY. Consultant 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, Consultant 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 Consultant shall not disclose any or all of the Data to any third party, or use it for
14 Consultant's own benefit or the benefit of others except for the purpose of this
15 Agreement.

16 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
17 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
18 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
19 without breach of this Agreement by Consultant; or (c) a third party who has a right to
20 disclose does so to Consultant 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 Consultant's failure to meet
24 the standards required by the scope of work or Consultant's failure to perform fully
25 the tasks described in the scope of work which, in either case, causes City to
26 request that Consultant perform again all or part of the Scope of Work shall be at
27 the sole cost of Consultant and City shall not pay any additional compensation to
28 Consultant for its re-performance.

1 B. If the Project involves construction and the scope of work
2 requires Consultant to prepare plans and specifications with an estimate of the
3 cost of construction, then Consultant may be required to modify the plans and
4 specifications, any construction documents relating to the plans and specifications,
5 and Consultant's estimate, at no cost to City, when the lowest bid for construction
6 received by City exceeds by more than ten percent (10%) Consultant'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 Consultant.

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 governed by and construed pursuant
14 to the laws of the State of California (except those provisions of California law pertaining
15 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
16 regulations of and obtain all permits, licenses and certificates required by all federal, state
17 and local governmental authorities.

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

21 17. INDEMNITY. Consultant shall, with respect to services performed in
22 connection with this Agreement, indemnify and hold harmless City, its Boards,
23 Commissions, and their officials, employees and agents (collectively in this Section,
24 "City") from and against any and all liability, claims, allegations, demands, damage, loss,
25 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,
26 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")
27 arising, directly or indirectly, in whole or in part, out of any negligent act or omission of
28 Consultant, its officers, employees, agents, sub-consultants or anyone under

1 Consultant's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor,
2 misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of
3 Indemnitor relating in any way to workers' compensation. Independent of the duty to
4 indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend
5 City and shall continue this defense until the Claim is resolved, whether by settlement,
6 judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on
7 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall
8 notify City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any
9 Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant at
10 Consultant's sole expense, as may be reasonably requested, in the defense.

11 18. AMBIGUITY. In the event of any conflict or ambiguity between this
12 Agreement and any Exhibit, the provisions of this Agreement shall govern.

13 19. COSTS. If there is any legal proceeding between the parties to
14 enforce or interpret this Agreement or to protect or establish any rights or remedies under
15 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

16 20. NONDISCRIMINATION.

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

27 B. It is the policy of City to encourage the participation of
28 Disadvantaged, Minority and Women-Owned Business Enterprises in City's

1 procurement process, and Consultant agrees to use its best efforts to carry out
2 this policy in its use of subconsultants and contractors to the fullest extent
3 consistent with the efficient performance of this Agreement. Consultant may rely
4 on written representations by subconsultants and contractors regarding their
5 status. City's policy is attached as Exhibit "E" to this Agreement. Consultant shall
6 report to City in May and in December or, in the case of short-term agreements,
7 prior to invoicing for final payment, the names of all subconsultants and
8 contractors hired by Consultant for this Project and information on whether or not
9 they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
10 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

11 21. NOTICES. Any notice or approval required by this Agreement shall
12 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
13 postage prepaid, addressed to Consultant at the address first stated above, and to City at
14 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
15 copy to the City Engineer at the same address. Notice of change of address shall be
16 given in the same manner as stated for other notices. Notice shall be deemed given on
17 the date deposited in the mail or on the date personal delivery is made, whichever occurs
18 first.

19 22. COPYRIGHTS AND PATENT RIGHTS.

20 A. Consultant shall place the following copyright protection on all
21 Data: © City of Long Beach, California _____, inserting the appropriate year.

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

26 C. Consultant warrants that the Data does not violate or infringe
27 any patent, copyright, trade secret or other proprietary right of any other party.
28 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials

1 and employees harmless from any and all claims, demands, damages, loss,
2 liability, causes of action, costs or expenses (including reasonable attorney's fees)
3 whether or not reduced to judgment, arising from any breach or alleged breach of
4 this warranty.

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

13 24. WAIVER. The acceptance of any services or the payment of any
14 money by City shall not operate as a waiver of any provision of this Agreement or of any
15 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
16 Agreement shall not constitute a waiver of any other or subsequent breach of this
17 Agreement.

18 25. CONTINUATION. Termination or expiration of this Agreement shall
19 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
20 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

21 26. TAX REPORTING. As required by federal and state law, City is
22 obligated to and will report the payment of compensation to Consultant on Form 1099-
23 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
24 resulting from payments under this Agreement. Consultant's Employer Identification
25 Number is [REDACTED] If Consultant has a Social Security Number rather than an
26 Employer Identification Number, then Consultant shall submit that Social Security
27 Number in writing to City's Accounts Payable, Department of Financial Management.
28 Consultant acknowledges and agrees that City has no obligation to pay Consultant until

1 Consultant provides one of these numbers.

2 27. ADVERTISING. Consultant shall not use the name of City, its
3 officials or employees in any advertising or solicitation for business or as a reference,
4 without the prior approval of the City Manager or designee.

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

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

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

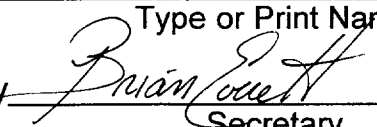
3 OVERLAND, PACIFIC & CUTLER, INC., a
4 California corporation

5 Feb. 10, 2010

By 
6 President

BARRY MCDANIEL
7 Type or Print Name

8 February 10, 2010

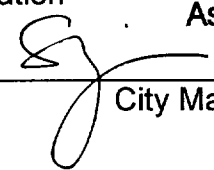
By 
9 Secretary

BRIAN EVERETT
10 Type or Print Name

11 "Consultant"

12 CITY OF LONG BEACH, a municipal
13 corporation Assistant City Manager

14 3.1, 2010

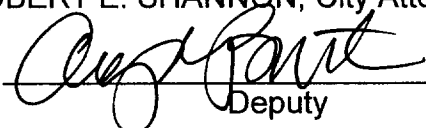
By 
15 City Manager

**EXECUTED PURSUANT
16 TO SECTION 301 OF
17 THE CITY CHARTER.**

18 "City"

19 This Agreement is approved as to form on Feb. 16, 2010.

20 ROBERT E. SHANNON, City Attorney

21 By 
22 Deputy

23 OFFICE OF THE CITY ATTORNEY
24 ROBERT E. SHANNON, City Attorney
25 333 West Ocean Boulevard, 11th Floor
26 Long Beach, CA 90802-4664

EXHIBIT “A”

Scope of Work

EXHIBIT "A"

Real Estate Property Acquisition, Relocation, Property
Management & Site Clearance Consulting Services

Scope of Work – Property Acquisition

Right of Way Program & Project Management Services

1. Prepare a comprehensive project planning worksheet designed to ensure all project elements are considered and the work plan and client's policies are clearly understood.
2. Conduct comprehensive initial project planning, including policy and budget analysis and participation in informational meetings with the public and official representatives.
3. Track and manage all budgetary-related aspects of the project associated with OPC's Scope of Work.
4. Assist with the development of administrative policies, procedures and forms necessary to carry out the initial program.
5. Provide ongoing general consultation and project coordination with the client, social service agencies, governmental entities and project team members.
6. Represent the client at public meetings, hearings and litigation related matters.
7. Prepare tracking reports that monitor the completion of project milestones of the various disciplines involved on the project.
8. Prepare and present a monthly written status report based on the agreed-upon guidelines on information to be provided. Confer weekly with client verbally on general status, problem areas, and progress.
9. Coordinate with federal and state oversight agencies such as Caltrans, HUD, FHWA, FAA, and FTA.
10. Subcontract for and manage all necessary disciplines needed for the project.

Acquisition Services – Fee Owner

1. Establish and maintain complete and current ownership files in a form acceptable to the client.
2. Receive and analyze title information, approved appraisal reports and legal descriptions in sufficient detail to negotiate with property owners and other parties.
3. Prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of client.
4. Present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable.
5. Notify relocation agent of initiation of negotiations within 2 business days and provide appraisal information, occupant contact information, and tenant information as necessary.
6. Follow-up and negotiate with each property owner, as necessary; prepare and submit recommended settlement justifications to client for review and approval; review any independent appraisal secured by property owner and coordinate reimbursement of appraisal fees (up to \$5,000) with client. Ongoing negotiations and settlement discussions will continue for 8 weeks after the initial offer or until we reach settlement or impasse.
7. Prepare and assemble acquisition contracts, deeds and related acquisition documents required for the acquisition of necessary property interests. Legal descriptions to accompany easements or to accompany partial acquisition deeds are not included in this Scope of Work.
8. Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.

EXHIBIT "A"

Real Estate Property Acquisition, Relocation, Property
Management & Site Clearance Consulting Services

9. Prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest.
10. Transmit executed acquisition documents to client. Each transmittal package shall include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.

Acquisition Services – Tenant-Interest Owner

1. After the formal offer to purchase is delivered to the underlying property owner, deliver a "tenant notification letter" notifying tenant of their rights in the transaction and informing them of needed quitclaims of interests.
2. Secure copy of lease to determine the extent of possessory interest in property to be acquired.
3. Participate in and/or facilitate discussions between property owner and tenant regarding apportionment of just compensation, ownership of fixtures and equipment or improvements, and other elements needed to secure tenants voluntary settlement of rights and interests.
4. Present unapportioned offer to purchase leasehold interest and fixtures and equipment to tenant as may be required to facilitate settlement by eminent domain.
5. Prepare purchase agreements and deeds for acquisition of tenants' rights and property.

Escrow Coordination or Eminent Domain Coordination Services

If by Negotiated Settlement: Assist the escrow/title company in the following:

1. Open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.
2. Provide escrow officer with fully executed acquisition contract and notarized deed.
3. Review settlement statement for accuracy.
4. Coordinate deposit of acquisition price and estimated closing costs with escrow.
5. After the closing, review the title insurance policy for accuracy.
6. Prepare and mail a letter to County Assessor requesting cancellation of taxes if appropriate.

If Settlement by Eminent Domain: Assist eminent domain counsel with the following:

7. Prepare a letter for the client signature, to eminent domain counsel requesting proceeding to condemnation.
8. Provide eminent domain counsel with available right of way maps and legal descriptions, preliminary title reports and title review documents, and information on how to contact each owner or interest holder.
9. Provide eminent domain counsel with a duplicate copy of the parcel file, together with a copy of the appraisal, offer to purchase, correspondence, acquisition contract, and deed as presented.
10. Convert preliminary title reports to litigation guarantees for eminent domain counsels' use. Title company fees (based of the value of the interest required) are additional.

EXHIBIT "A"

Real Estate Property Acquisition, Relocation, Property
Management & Site Clearance Consulting Services

Scope of Work – Relocation, Property Management & Site Clearance

Right of Way Program & Project Management Services

11. Prepare a comprehensive project planning worksheet designed to ensure all project elements are considered and the work plan and client's policies are clearly understood.
12. Conduct comprehensive initial project planning, including policy and budget analysis and participation in informational meetings with the public and official representatives.
13. Track and manage all budgetary-related aspects of the project associated with OPC's Scope of Work.
14. Assist with the development of administrative policies, procedures and forms necessary to carry out the initial program.
15. Provide ongoing general consultation and project coordination with the client, social service agencies, governmental entities and project team members.
16. Represent the client at public meetings, hearings and litigation related matters.
17. Prepare tracking reports that monitor the completion of project milestones of the various disciplines involved on the project.
18. Prepare and present a monthly written status report based on the agreed-upon guidelines on information to be provided. Confer weekly with client verbally on general status, problem areas, and progress.
19. Coordinate with federal and state oversight agencies such as Caltrans, HUD, FHWA, FAA, and FTA.
20. Subcontract for and manage all necessary disciplines needed for the project.

Relocation Plan Preparation Services

1. Interview all potentially affected occupants to determine relocation needs. The interview queries business needs, special licensing or zoning needs, needed permits, information on trade areas, special moving requirements, etc. The interview also queries household information such as: the number, ages and gender of all occupants, income of the household, distance to employment and utilized neighborhood services, special needs of the household, etc.
2. Research the marketplace for available replacement locations and/or establish rent schedules for compiling project costs.
3. Compile statistics on available housing and business replacement sites.
4. Calculate potential project costs.
5. Present draft relocation plan to client.
6. Distribute plan to project participants and make it available for public inspection.
7. Make any needed revisions brought up during the public inspection period.
8. Participate in adoption presentation meeting.



EXHIBIT "A"

Real Estate Property Acquisition, Relocation, Property
Management & Site Clearance Consulting Services

Relocation Assistance Program Implementation Services

1. Secure basic case information and set up case file; maintain the necessary case documentation and contact diary throughout the course of our involvement with the claimant.
2. Conduct initial in-depth field interview with claimant: Document rent, income, family size, names/ages of occupants and determine relocation needs, preferences and special requirements; provide general information notices and brochure; explain relocation process, rights and benefits available.
3. Provide on-going advisory assistance to minimize hardships on claimants, including referrals to and coordination with community service resources, public housing and other public services as needed.
4. Document rent with rental agreement, receipts, or economic rent if needed.
5. Document/verify income using pay stubs, budget worksheets, tax returns, certification, and/or cash affidavit as necessary. Use rent-to-rent method if income cannot be verified.
6. Assist with the reconciliation of FF&E ownership among owner and tenant.
7. Create rent schedule for project as appropriate and if authorized by client.
8. Search for and document comparables for each claimant: provide initial referrals and three sets of additional housing referrals every 4-6 weeks, as necessary; search for available non-residential sites until OPC recommends at least one appropriate site or determines that no such site exists. Provide with any referral, an evaluation form which requests feedback as to the suitability of the site referral, and attempt to secure response from claimant.
9. Prepare letter of eligibility based on most appropriate comparable or rent schedule, and seek authorization of client.
10. Deliver letter of eligibility to claimant, discuss findings and impacts to occupants' particular needs. Amend the letter of eligibility one additional time if the economics of the comparable's availability changes over the course of our assignment.
11. Prepare and deliver 90-day notices to vacate no later than 12 weeks after general information notices have been delivered.
12. Arrange for transportation to view replacement sites if needed; assist claimants with their selection of a replacement site, with lease offers, with review of rental agreements, and with move bids or fixed moving payment.
13. Inspect selected site to ensure it meets decent, safe, and sanitary requirements.
14. Monitor the replacement site escrow and explain the relocation process to agent and escrow officer as necessary.
15. Review and discuss claimants' moving plans, build-out specifications and personal property inventory and coordinate eligibility limitations in advance of physical move.
16. Verify vacation of the displacement site and secure a certificate of abandonment.
17. Determine eligibility for proposed amount of relocation benefits, including actual and reasonable moving payments, rental/purchase differential payments, re-establishment payments, and fixed payments as applicable.
18. For residential moves, secure and process an advance claim to assist with the move, and a second final claim incorporating the moving costs and rental/purchase differential payment once family has moved to selected displacement site. For non-residential moves, secure and process moving assistance, re-establishment, in-lieu, or settlement claims ensuring that no item was duplicated in the acquisition process.
19. Each claim will be signed by the claimant, supported by appropriate back-up (written bids, schedules, receipts, etc.), and will be reviewed by OPC's project manager for recommendation before submitting to client for approval. Each claim check will be delivered to claimant in person (as feasible) and a receipt of payment will be secured.



EXHIBIT "A"

Real Estate Property Acquisition, Relocation, Property
Management & Site Clearance Consulting Services

Supplemental Relocation Assistance Services (optional service)

1. Provide support to client for claimant appeals.
2. Provide additional site referrals beyond that which was presented in Scope of Work.
3. Continue to work with claimant beyond 180 days from general information notice.
4. Aid eminent domain counsel with loss of business goodwill defense, preparation of support necessary to justify all-inclusive settlement for relocation and loss of business goodwill, and preparation of settlement agreements.
5. Administer periodic payments of relocation benefits.
6. Security or dual consultant services which may be necessary in hostile/violent households.
7. Translation services (other than Spanish) if needed by OPC and requested by client or claimant.
8. Intensive move planning, administration, and physical move coordination services in complex or hardship cases.
9. Section 8 administration or processing services where OPC aids in the application process on behalf of claimants or is converting conventional units to Section 8 units.

Pre-Possession Property Management Services

1. Determine whether there are any vacant units at the time of acquisition, and prepare and present Rent to Hold Open Agreements to property owner and secure agreement (covering units vacant at the initiation of negotiations).
2. Prepare and present Loss of Rent Agreements to property owners and secure agreement (covering units vacated through efforts of relocation agents prior to closing of escrow).
3. Coordinate with relocation agent to capture and track vacate dates for claim processing.

Post Possession Interim Property Management Services

1. Prepare and deliver rental agreements tailored to project objectives (if desired).
2. Collect and deliver monthly rent payments to the client.
3. Prepare and deliver required notices.
4. Administer emergency and unsafe condition repairs.
5. Contract for on-going building and ground maintenance.
6. Coordinate payment of vendor fees and utility bills.
7. Collect keys and verify abandonment.
8. Provide monthly reporting to Client.

Post Possession Site Control Services

1. Contract board-up, fencing, and other security services, as units become vacant.
2. Provide utility disconnection and meter removal.
3. Provide asbestos and demolition cost estimates.
4. Coordinate asbestos abatement and demolition contractors.

EXHIBIT “B”

Rates or Charges

EXHIBIT "B"
FEE SCHEDULE

Hourly Rate Schedule

OPC is willing to provide all of the needed acquisition and real estate related services to the City of Long Beach based upon the following hourly rate schedule:

2009 Schedule of Hourly Rates Overland, Pacific & Cutler, Inc.	
Principal	\$145.00 per hour
Principal Consultant / Director	\$145.00 per hour
Senior Project Manager	\$132.00 per hour
Project Manager	\$123.00 per hour
Senior Acquisition/Relocation Consultant	\$104.50 per hour
Acquisition/Relocation Consultant/Analyst/Property Manager	\$93.50 per hour
Escrow Officer/Project Support	\$ 73.00 per hour
Secretarial/Clerical	\$ 45.00 per hour

OPC considers photocopying, first class postage, telephone, facsimile and cellular communication charges as a normal part of doing business. These charges are included in the stated hourly rates. Out-of-pocket expenses including pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost for administration, coordination and handling. Subcontracted services, other than those listed above, will be invoiced at cost.

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 may submit monthly invoices for the professional services rendered based on the hourly rate schedule provided above. Substantial changes in the required scope of work may result in the revision of the proposed fees.

Flat Fee Rates

Unless identified, most fees assume approximately ten cases being assigned at one time. Larger amounts of cases assigned would generally see a reduction in pricing due to associated economies of scale. Likewise, assignments with fewer cases assigned may require an additional fee. Services not listed will be performed hourly based on the above schedule of hourly rates, or upon receipt of a specific task and scope, a fee could be provided. Any subcontracted services will be submitted separately upon specific tasks and scope of work to be assigned.

Acquisition Flat Fees

Acquisition	
Full Take Residential	\$2,900
Full Take Commercial/Industrial	\$3,500
Partial Take – Typical	\$3,500
Acquisition of Tenant Interests (F&E, Leasehold, Goodwill)	\$2,000
Internal Escrows for Part Take & Bulk Sale (1 reconveyance) not including out-of-pocket expenses	\$600

Delays in the project which take the acquisition process past six months, those being represented by legal counsel requiring extraordinary time and/or substantial changes in the required scope of work are items which may result in the revision of the proposed fee.

Relocation Assistance Flat Fees

Relocation Assistance Services	
Relocation Plan - 15 Occupants or less	\$2,750
Relocation Plan - 16+ Occupants	\$275 per occupant
Residential Tenant	\$3,000
Residential Owner	\$3,200
Mobile Home Owner	\$3,500
Business (Small Retail/Office)	\$3,500
Business (Commercial/Industrial/Large Retail)	\$4,500 minimum

For preparation of the Relocation Plan, OPC shall provide the final billing for these services upon completion and submittal of the final document. Any consulting services or advice necessary for an appeal, or to support litigation, such as depositions, pre-trial research and court testimony is not part of the estimated fee and shall be billed hourly at the proposed hourly rate schedule. Delays in the project which take the relocation process past six months, split cases or cases requiring the prorating of benefits, uncooperative occupants or those being represented by legal counsel or relocation representatives requiring extraordinary time and/or substantial changes in the required scope of work are items which may result in the revision of the proposed fee.

Emergency Maintenance and Board Up Services

Listed below is our scope of work and rates to provide emergency maintenance and board up services for the City of Long Beach.

Scope of work: Overland, Pacific, & Cutler, Inc. (OPC) will provide a 24/7 staffed call center to receive calls from the City of Long Beach. OPC will provide staff to manage, dispatch, and deliver repair services for emergency maintenance and board up services in the City of Long Beach. OPC will provide all labor and material as required to fulfill the request of the City of Long Beach per the pricing schedule set forth below.

Item Description	Price
Master Lock (per lock)	\$20.00
5/16" Galvanized Chain - (per foot used)	\$3.00
1/2" 4'x8' OSB Plywood - (per sheet used)	\$12.00
2'x4'x10' Douglas fir - (per stick used)	\$4.00
Hasp for pad lock (per unit used)	\$7.00
90 degree frame anchor (per unit used)	\$4.60
3" Coarse tread screws (price per pound)	\$4.55
#12 - 1 1/2" self tapping hex head screw/pound	\$7.50
#12 - 2" self tapping hex head screw/pound	\$7.50
Exterior paint-graffiti removal (gallons used)	\$15.00
14 gauge galvanized wire/foot	\$0.15

Hourly labor rate (port to port)	
Labor Hours Used for General Maintenance, Debris Removal, Board up and repairs. (M-F 7:00 am to 3:30pm). Non-holiday rate.	\$59.50
Labor Hours Used for General Maintenance, Debris Removal, Board up and repairs. (M-F 3:30 pm to 7:30pm). Non-holiday rate.	\$88.50
Labor Hours Used for General Maintenance, Debris Removal, Board up and repairs. (M-F 7:30 pm to 7:00 am). Non-holiday rate.	\$119.00
Labor Hours Used for General Maintenance, Debris Removal, Board up and repairs, Saturday 12:01 a.m. to Monday 7:00 a.m.	\$119.00
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 top of lock and application.	
Emergency service coordination	
Overland, Pacific, & Cutler, Inc. minimum 1 hour	\$120.00

EXHIBIT “C”

City’s Representative:

Property Services Bureau Manager or Designee

EXHIBIT “D”

Materials/Information Furnished: None

CITY OF LONG BEACH POLICY FOR DISADVANTAGED, MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority-Owned and Women-Owned Business Enterprises in all aspects of contracting, including construction, the purchase of materials and services, including professional services, leases and the granting of concessions.

EXHIBIT "E"