

AGREEMENT

35093

THIS AGREEMENT is made and entered, in duplicate, as of September 6, 2018 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on July 24, 2018, by and between D. WOOLLEY & ASSOCIATES, INC., a California corporation ("Consultant"), with a place of business at 2832 Walnut Avenue, Suite A, Tustin, California 92780, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires specialized services requiring unique skills to be performed in connection with as-needed surveying 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 Seven Hundred Fifty Thousand Dollars (\$750,000), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of

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

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

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

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

27 F. CAUTION: Consultant shall not begin work until this
28 Agreement has been signed by both parties and until Consultant's evidence of

1 insurance has been delivered to and approved by the City.

2 2. TERM. The term of this Agreement shall commence at midnight on
3 October 15, 2018 and shall terminate at 11:59 p.m. on October 14, 2020, unless sooner
4 terminated as provided in this Agreement, or unless the services or the Project is
5 completed sooner. The term may be extended for two (2) additional one-year periods, at
6 the discretion of the City Manager.

7 3. COORDINATION AND ORGANIZATION.

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

16 B. The parties acknowledge that a substantial inducement to City
17 for entering this Agreement was and is the reputation and skill of Consultant's key
18 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
19 reference. City shall have the right to approve any person proposed by Consultant
20 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
24 the manner in which it is performed. Consultant shall be free to contract for similar services
25 to be performed for others during this Agreement provided, however, that Consultant acts
26 in 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 on

1 Consultant's behalf, and c) City will not provide and Consultant is not entitled to any of the
2 usual and customary rights, benefits or privileges of City employees. Consultant expressly
3 warrants that neither Consultant nor any of Consultant's employees or agents shall
4 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 i. Commercial general liability insurance (equivalent in
14 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less
15 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.
16 This coverage shall include but not be limited to broad form contractual
17 liability, cross liability, independent contractors liability, and products and
18 completed operations liability. The City, its boards and commissions, and
19 their officials, employees and agents shall be named as additional insureds
20 by endorsement (on City's endorsement form or on an endorsement
21 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both
22 CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37
23 07 04), and this insurance shall contain no special limitations on the scope of
24 protection given to the City, its boards and commissions, and their officials,
25 employees and agents. This policy shall be endorsed to state that the insurer
26 waives its right of subrogation against City, its boards and commissions, and
27 their officials, employees and agents.

28 ii. Workers' Compensation insurance as required by the

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California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

iii. Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.

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

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

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

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

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

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

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

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

23 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
24 contemplates the personal services of Consultant and Consultant's employees, and the
25 parties acknowledge that a substantial inducement to City for entering this Agreement was
26 and is the professional reputation and competence of Consultant and Consultant's
27 employees. Consultant shall not assign its rights or delegate its duties under this
28 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval

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

10 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
11 certifies that, at the time Consultant executes this Agreement and for its duration,
12 Consultant does not and will not perform services for any other client which would create
13 a conflict, whether monetary or otherwise, as between the interests of City and the interests
14 of that other client. Consultant further certifies that Consultant does not now have and shall
15 not acquire any interest, direct or indirect, in the area covered by this Agreement or any
16 other source of income, interest in real property or investment which would be affected in
17 any manner or degree by the performance of Consultant's services hereunder. And,
18 Consultant shall obtain similar certifications from Consultant's employees, subconsultants
19 and contractors.

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

24 9. OWNERSHIP OF DATA. All materials, information and data
25 prepared, developed, or assembled by Consultant or furnished to Consultant in connection
26 with this Agreement, including but not limited to documents, estimates, calculations,
27 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
28 models, reports, summaries, drawings, designs, notes, plans, information, material, and

1 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
2 and City shall have the unrestricted right to use and disclose the Data in any manner and
3 for any purpose without payment of further compensation to Consultant. Copies of Data
4 may be retained by Consultant but Consultant warrants that Data shall not be made
5 available to any person or entity for use without the prior approval of City. This warranty
6 shall survive termination of this Agreement for five (5) years.

7 10. TERMINATION. Either party shall have the right to terminate this
8 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
9 prior written notice to the other party. In the event of termination under this Section, City
10 shall pay Consultant for services satisfactorily performed and costs incurred up to the
11 effective date of termination for which Consultant has not been previously paid. The
12 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective
13 date of termination, Consultant shall deliver to City all Data developed or accumulated in
14 the performance of this Agreement, whether in draft or final form, or in process. And,
15 Consultant acknowledges and agrees that City's obligation to make final payment is
16 conditioned on Consultant's delivery of the Data to the City.

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

25 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
26 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
27 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
28 without breach of this Agreement by Consultant; or (c) a third party who has a right to

1 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
2 disclosed pursuant to subpoena or court order.

3 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

22 15. LAW. This Agreement shall be governed by and construed pursuant
23 to the laws of the State of California (except those provisions of California law pertaining
24 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
25 regulations of and obtain all permits, licenses, and certificates required by all federal, state
26 and local governmental authorities.

27 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
28 constitutes the entire understanding between the parties and supersedes all other

1 agreements, oral or written, with respect to the subject matter in this Agreement.

2 17. INDEMNITY.

3 A. Consultant shall indemnify, protect and hold harmless City, its
4 Boards, Commissions, and their officials, employees and agents ("Indemnified
5 Parties"), from and against any and all liability, claims, demands, damage, loss,
6 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
7 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
8 in connection with (1) Consultant's breach or failure to comply with any of its
9 obligations contained in this Agreement, or (2) negligent or willful acts, errors,
10 omissions or misrepresentations committed by Consultant, its officers, employees,
11 agents, subcontractors, or anyone under Consultant's control, in the performance
12 of work or services under this Agreement (collectively "Claims" or individually
13 "Claim").

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

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

28 D. To the extent this Agreement is a professional service

1 agreement for work or services performed by a design professional (architect,
2 landscape architect, professional engineer or professional land surveyor), the
3 provisions of this Section regarding Consultant's duty to defend and indemnify shall
4 be limited as provided in California Civil Code Section 2782.8, and shall apply only
5 to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or
6 willful misconduct of the Consultant.

7 E. The provisions of this Section shall survive the expiration or
8 termination of this Agreement.

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

11 19. NONDISCRIMINATION.

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

21 B. It is the policy of City to encourage the participation of
22 Disadvantaged, Minority and Women-owned Business Enterprises in City's
23 procurement process, and Consultant agrees to use its best efforts to carry out this
24 policy in its use of subconsultants and contractors to the fullest extent consistent
25 with the efficient performance of this Agreement. Consultant may rely on written
26 representations by subconsultants and contractors regarding their status.
27 Consultant shall report to City in May and in December or, in the case of short-term
28 agreements, prior to invoicing for final payment, the names of all subconsultants

1 and contractors hired by Consultant for this Project and information on whether or
2 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
3 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

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

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

12 "During the performance of a contract with the City of Long Beach, the
13 Consultant will provide equal benefits to employees with spouses and its
14 employees with domestic partners. Additional information about the City of
15 Long Beach's Equal Benefits Ordinance may be obtained from the City of
16 Long Beach Business Services Division at 562-570-6200."

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

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

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

26 E. If the City determines that the Consultant has set up or used its
27 contracting entity for the purpose of evading the intent of the EBO, the City may
28 terminate the Agreement on behalf of the City. Violation of this provision may be

1 used as evidence against the Consultant in actions taken pursuant to the provisions
2 of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

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

10 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

24 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
25 that Consultant has not employed or retained any entity or person to solicit or obtain this
26 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,
27 commission, or other monies based on or from the award of this Agreement. If Consultant
28 breaches this warranty, City shall have the right to terminate this Agreement immediately

1 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
2 due under this Agreement or otherwise recover the full amount of the fee, commission, or
3 other monies.

4 24. WAIVER. The acceptance of any services or the payment of any
5 money by City shall not operate as a waiver of any provision of this Agreement or of any
6 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
7 Agreement shall not constitute a waiver of any other or subsequent breach of this
8 Agreement.

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

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

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

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

27 29. THIRD PARTY BENEFICIARY. This Agreement is not intended or
28 designed to or entered for the purpose of creating any benefit or right for any person or

1 entity of any kind that is not a party to this Agreement.

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

4 D. WOOLLEY & ASSOCIATES, INC., a
5 California corporation

6 September 25, 2018

7 By JJ
8 Name TREVOR RICE
9 Title PRESIDENT

10 September 25, 2018

11 By JJ
12 Name TREVOR RICE
13 Title SECRETARY

14 Tom Modica
15 Assistant City Manager

16 "Consultant"

17 EXECUTED PURSUANT
18 TO SECTION 301 OF
19 THE CITY CHARTER

20 CITY OF LONG BEACH, a municipal
21 corporation

22 Oct. 22, 2018

23 By T.B.M.
24 City Manager

25 "City"

26 This Agreement is approved as to form on October 8, 2018.

27 CHARLES PARKIN, City Attorney

28 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



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

City of Long Beach

Request For Proposals Number GO18-085

For

As-Needed Professional Land Surveying Services

Release Date:	03/23/2018
Mandatory Pre-Proposal Meeting:	04/09/2018
Questions Due to the City:	04/13/2018
Posting of the Q & A:	04/20/2018
Due Date:	04/27/2018

City Contact: Karla Lopez, Buyer

Phone: (562) 570-7082

Email: RFPPurchasing@longbeach.gov

See Section 4 for instructions on submitting proposals.

Company Name _____ Contact Person _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Federal Tax ID No. _____

E-mail: _____

Prices contained in this proposal are subject to acceptance within _____ calendar days.

I have read, understand, and agree to all terms and conditions herein. Date _____

Signed _____

Print Name & Title _____

Rev 2016 0919



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

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ATTACHMENTS

- A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
- B PRO-FORMA AGREEMENT
- C STATEMENT OF NON-COLLUSION
- D DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- E W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION
- F SECRETARY OF STATE REGISTRATION PRINTOUT
- G EQUAL BENEFITS ORDINANCE
- H INSURANCE REQUIREMENTS



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

1. OVERVIEW OF PROJECT

1.1 INTRODUCTION

The City of Long Beach, Department of Gas and Oil (LBGO), desires to engage the professional services of one or more qualified professional surveying consultant(s) to provide "as needed" land surveying services. The estimated duration of the contract is three (3) years. It should be noted that the work will include both office and field work.

The services required as specified in this Request for Proposal (RFP) will include, but not be limited to, preliminary design surveys of streets, construction staking, legal easements/vacations preparation, monument preservation, and control surveys.

1.2 REQUIREMENTS FOR LAND SURVEYING SERVICES

Proposers must be licensed Land Surveyors in the State of California. In addition, the various work performed by the selected consultant(s) shall be performed by, or, where appropriate, under the direction of, personnel possessing the appropriate State of California professional land surveying licenses.

Please Note: Some surveying services will take place at the Port of Long Beach (Port). Employees that must have unescorted access to any secured areas of the Port in order to perform their work will be required to be badged. This process requires fingerprinting, criminal background check, and any applicable fees for each badge. Transportation Worker Identification Credential (TWIC) cards are required for all field personnel.

Experience in performing similar services, especially for gas line construction staking and Global Navigation Satellite System (GNSS) elevation monitoring survey will be a heavily weighted factor in the selection process. Quality of performance on previous land surveying contracts, ability to meet schedules and budgets, and ability to communicate well with City Staff will be some of the attributes and factors considered.



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2. ACRONYMS/DEFINITIONS

For purposes of this RFP, the following acronyms/definitions will be used:

Awarded/Selected Consultant	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
CLSA	California Land Surveying Association
CSRC	California Spatial Reference Center
City	The City of Long Beach and any department or agency identified herein.
Consultant	Organization/individual submitting a proposal in response to this RFP.
Department / Division	City of Long Beach, Department of Gas and Oil, Oil Operations Bureau, and Engineering & Construction Bureau.
Evaluation Committee	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Consultant.
GNSS	Global Navigation Satellite System
LBGO	Long Beach Gas and Oil / Department of Gas and Oil
May	Indicates something that is not mandatory but permissible.
Port	Port of Long Beach / Harbor Department
RFP	Request for Proposals.
Shall / Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Consultant fails to provide recommended information, the City may, at its sole option, ask the Consultant to provide the information or evaluate the proposal without the information.
Subconsultant	Third party not directly employed by the Consultant who will provide services identified in this RFP.



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TWIC

Transportation Worker Identification Credential



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3. SCOPE OF PROJECT

The City of Long Beach, through LBGO, requires surveying services throughout the entire area of Long Beach, Signal Hill, San Pedro, and the Port. This RFP following type of work shall be required, but not be limited to, of the selected Consultant(s): construction staking of gas lines, Global Navigation Satellite System (GNSS) elevation monitoring surveys, First Order/Second Order Level surveys, and preparation of legal exhibits.

3.1 Description of Outside Services

The selected firm(s) will be required to provide direct assistance to the City's Staff during times of peak activity. Type of work will include, but not be limited to the above mentioned.

3.1.1 Survey support services will likely include, but not be limited to the following:

- a) Provide construction staking/as-builts of gas lines
- b) GNSS field surveys for elevation monitoring studies following California Land Surveying Association (CLSA) & California Spatial Reference Center (CSRC) *GNSS Surveying Standards and Specifications, 1.1, December 10, 2014*
- c) First Order/Second Order Level surveys
- d) Topographic surveys in support of design
- e) Preparation of easements, dedications/vacations, and leases
- f) Establishing and maintaining survey control points and bench marks
- g) Attend project meetings and other meetings as requested by the City

3.1.2 At a minimum, the selected firm will provide:

- a) Qualified survey personnel, surveying instruments, equipment, and materials as needed for the proper performance of the surveys required as determined by the City
- b) Provide construction staking/as-builts of gas lines
- c) Provide staff for GNSS elevation monitoring surveys and/or First Order/Second Order Level surveys



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- d) Maintain complete and accurate survey notes and records of all survey work performed, for review by the City upon request

These services will supplement the work of the City's survey crews. All survey services required of the selected firm shall be performed by, or under the direct supervision of a fully qualified California Professional Land Surveyor. Survey plots and calculations will be included in reports to regulatory agencies.

4. SUBMITTAL INSTRUCTIONS

4.1 For questions regarding this RFP, submit all inquiries via email to rfppurchasing@longbeach.gov by 11:00 AM on April 13, 2018. Responses to the questions will be posted on the City's website longbeach.gov/purchasing under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

4.1.1 The City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.

4.2 RFP Timeline (times indicated are Pacific Time)

TASK	DATE/TIME
Mandatory pre-proposal meeting/site walk	April 9, 2018 at 9:00 AM
Deadline for submitting questions	April 13, 2018 by 11:00 AM
Answers to all questions submitted available	April 20, 2018 by 4:00 PM
Deadline for submission of proposals	April 27, 2018 by 11:00 AM
Evaluation period	April 28 – June 1, 2018
Selection of Consultant	On or about June 2018

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Consultants.



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4.2.1 Mandatory Pre-Proposal Meeting

A mandatory pre-proposal meeting is scheduled for the purpose of providing answers to questions regarding this RFP document and to explain the scope of the project. It is recommended that Consultants bring a copy of the RFP document to this meeting, as limited copies will be available.

Mandatory Pre-Proposal Meeting Schedule:

Date: Monday, April 9, 2018
Time: 9:00 AM
Location: Department of Gas & Oil
2400 East Spring Street
Long Beach, CA 90806

Public Parking is available at the Department of Gas & Oil, 2400 East Spring St., Long Beach, CA 90806. Parking will not be validated.

RSVPs are not required, but helpful in determining the required City staff needed to assist at the conference. Please use the "RSVP" button on the PlanetBids site to RSVP prior to the pre-proposal conference.

4.3 Method of Submission

Electronic proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website. Proposer is solely responsible for "on time" submission of their electronic narrative proposal and cost proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their proposal was submitted successfully. The City will only receive those proposals that were transmitted successfully.

RFP cover page shall be signed in ink, scanned, and included with narrative proposal in the electronic proposal submission.

Submit proposal online at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

- 4.4 Proposals must be received by 11:00 AM (PT) on April 27, 2018. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Consultants may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will NOT be considered unless otherwise



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authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.

- 4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Consultant. Consultants shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 Proposals shall be submitted in two (2) distinct parts:

Part (1) – Narrative/Technical Proposal

Part (2) – Cost Proposal

THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION. The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **uploaded separately, but submitted together.**



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5. PROPOSAL EVALUATION AND AWARD PROCESS

5.1 Evaluation Process and Criteria

A selection panel will be assigned to evaluate the Statement of Qualifications. Each member of the selection panel will evaluate proposals using a 100-point scale and the evaluation criteria listed below to calculate a "Statement of Qualification score" for each consultant. Each member will then rank the consultants by the respective "Statement of Qualification Score" for each consultant.

5.1.1 WRITTEN PROPOSAL EVALUATION CRITERIA:

- | | |
|--|-----------|
| 1. Understanding of land surveying procedures and quality assurance procedures. | 10 Points |
| 2. Proven experience in all aspects of land surveying, including preliminary design surveys of streets, construction staking, control surveys, GNSS surveys, First Order/Second Order Level surveys, Legal Easements, and Vacations/Dedications preparation. | 20 Points |
| 3. Qualifications/ experience of key personnel, availability/current workload of proposed staff. | 10 Points |
| 4. Ability to provide numerous field crews for gas line staking projects, and number of field personnel who hold a current TWIC Card. | 10 Points |
| 5. References & record of previous project performance. | 10 Points |
| 6. Proven experience of gas line staking/as-builts of utilities for Cities and/or Counties. | 20 Points |
| 7. Proven experience of GNSS elevation monitoring surveys and/or First Order/Second Order Level surveys for Cities and/or Counties. | 20 Points |

TOTAL POSSIBLE SCORE 100 Points

Each member will rank consultants by their respective "Statement of Qualification Score." The selection panel will convene to discuss and evaluate scoring. The panel may select a short list of the top-ranked consultant teams based upon the ranking (not scores) of the proposing firms.

Short-listed firms will be invited to respond to questions about their submittals at an oral interview. Presenters will be expected to participate in the interview to a degree commensurate with their role in the firm's proposal. Notification to the short-listed firms will include a time limit for their presentation after which the selection panel will evaluate each presentation using a 100-point scale and the following evaluation criteria to calculate an "oral-interview score" for each firm interviewed.



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5.1.2 ORAL PRESENTATIONS OF TOP RANKED CONSULTANTS:

- | | |
|--|-----------|
| 1. Clear understanding of the land surveying procedures and proven quality assurance procedures. | 20 Points |
| 2. Ability to provide all services requested, either in-house or with the use of a team approach. | 15 Points |
| 3. Prior experience with gas line staking/as-builts of utilities for Cities and/or Counties, and number of field personnel who hold a current TWIC Card. | 25 Points |
| 4. Prior experience with GNSS elevation monitoring surveys, and/or First Order/Second Order Level surveys for Cities and/or Counties. | 25 Points |
| 5. Oral communication/Interpersonal Skills including responses to questions | 15 Points |

TOTAL POSSIBLE SCORE 100 Points

After the oral interviews are complete, each selection panel member will rank the consultants by their respective "Oral Interview Score" (scores and rankings from the written evaluations are not considered). The selection panel will determine the highest qualified firm based on the rankings (not scores) of the oral interviews. The Manager of the Oil Operations Bureau will submit the recommendation of the selection panel to the City Council for approval.

- 5.2 Proposals shall be kept confidential until a contract is awarded.
- 5.3 The City may also contact the references provided in response to Section 9.3; contact any Consultant to clarify any response; contact any current users of a Consultant's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.
- 5.4 The City reserves the right to request clarification of any proposal term from prospective Consultants.
- 5.5 Selected Consultant(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Consultants unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City



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reserves the right to negotiate a contract with another Consultant or withdraw the RFP.

- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

6. **PROTEST PROCEDURES**

6.1 Who May Protest

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. A proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Consultant profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

6.3 Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.



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6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

6.5 Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

7. PROJECT SPECIFICATIONS

7.1 Key Personnel

It is imperative that the key personnel providing the requested services have the required background, experience, and qualifications to provide services as described in this RFP. The City reserves the right to approve all key personnel individually. The consultant must identify all proposed key personnel. The Statement of Qualifications shall include a table for key personnel (i.e. direct report to the Licensed Land Surveyor) showing their availability to provide land surveying services to the City of Long Beach and commitment to other projects.

Additional staff including, but not limited to, field surveys must be part of the team. No subconsultants or subconsultants can be used without prior approval of the City.

All key staff shall be named in the contract. After the contract is signed, the proposer may not replace key staff without written agreement by the City. The City must approve replacement staff before a substitute person is assigned to this Land Surveying Service Contract. The City reserves the right to request that the awarded consultant(s) replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

7.2 Office Location/ Travel

There is the intention for consultant personnel to be housed at the City's office on a part-time basis. The City does not intend to reimburse the Consultant for personnel relocation under this contract. Specialty staff identified in the proposals that are needed for specific assignments on this contact may, with City approval in advance, be eligible for reimbursement for all normal costs associated with travel outside their home office. In addition to Consultant staff, Consultant may be required to provide areas and equipment to support various City staff affiliated with the project.



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7.3 Required Format for Statement of Qualifications

The City requires a specific format for the Statement of Qualifications (SOQ). The Statement of Qualifications, not including the Appendices, shall not exceed 20 pages in length, utilizing 8.5" x 11" pages with one inch margins. Font size shall be not smaller than 12 point for text and a minimum of 8 point for graphics. Dividers used to separate sections will not be counted. Creative use of dividers to portray team qualifications, etc. is discouraged.

7.3.1 Cover Letter

The Cover letter shall be limited to two (2) pages maximum and will not be counted as part of the total page count for the submittal. The cover letter shall include a summary of the Proposal and Statement of Qualifications, including a brief description of the firm's proposed team, and other key staff. It shall make a commitment to accept the terms and conditions in the RFP and Pro Forma Contract, including acknowledgement for receipt of all amendments and/or addenda to the RFP. The letter shall identify a single person for possible contact during the RFP review process.

7.3.2 Project Understanding and Approach

This section should demonstrate an understanding of the scope of services. It should describe the general approach, organization, and staffing needed to provide services as specified in this RFP. The consultant shall include a matrix/ summary identifying key personnel responsible for accomplishing all work.

7.3.4 Experience of Firms

Relevant experience of the participating firms shall be identified in their proposal. Include project descriptions, status of the project, survey cost and dollar value of services provided. Clearly identify the role of key staff identified herein, and identify current client references. The focus should be on experience, analysis, and documentation for similar land surveying projects. Only recent land surveying projects, preferably projects completed in the past five years, should be included in this section. Do not include projects by the firm unless the key staff proposed had a significant role in the project.

7.3.5 Appendices

Full resumes of proposed staff shall be included in this section. Relevant firm project information may also be included in this section. However, other than staff resumes, firm information and general marketing materials will not be



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considered in the ranking of the firms submitting Statement of Qualifications.
There is no page limit in this section.

8. **WARRANTY/MAINTENANCE AND SERVICE**

N/A

9. **COMPANY BACKGROUND AND REFERENCES**

9.1 Primary Consultant Information

Consultants must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Consultant must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Consultant's point of contact for a contract resulting from this RFP.
- Company background/history and why Consultant is qualified to provide the services described in this RFP.
- Length of time Consultant has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP shall be including in the appendix of the RFP. Please see Section 7.3.5 for additional information.
- Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability. These statements may include, but are not limited to:
 - a) Financial Statement or Annual Report;
 - b) Business tax return;
 - c) Statement of income and related earnings;
 - d) Statement of Changes in financial position;
 - e) Letter from the proposer's banking institution;
 - f) Statement from a certified public accounting firm.

The level and term of documentation required from the proposer to satisfy the City will be commensurate with the size and complexity of the contract and proposers should submit accordingly. If the information submitted by the proposer, or



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available from other sources, is insufficient to satisfy the City as to the proposer's contractual responsibility, the City may request additional information from the proposer or may deem the proposal non-responsive. The City's determination of the proposer's responsibility, for the purposes of this RFP, shall be final.

9.2 Subconsultant Information

9.2.1 Does this proposal include the use of subconsultants?

Yes _____ No _____ Initials _____

If "Yes", Consultant must:

9.2.1.1 Identify specific subconsultants and the specific requirements of this RFP for which each proposed subconsultant will perform services.

9.2.1.2 Provide the same information for any subconsultants as is indicated in Section 9.1 for the Consultant as primary consultant.

9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subconsultants.

9.2.1.4 The City requires that the awarded Consultant provide proof of payment of any subconsultants used for this project. Proposals shall include a plan by which the City will be notified of such payments.

9.2.1.5 Primary consultant shall not allow any subconsultant to commence work until all insurance required of subconsultant is obtained.

9.3 References

Consultants should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.



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9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to www.longbeach.gov/finance/business_license.

10. **COST**

Proposers shall provide a services rate schedule, submitted as described in section

Cost Proposals must include the following:

- Overhead Rate
- Fee/Hourly Rates

The proposed Fee for this contract will be based on firm hourly rates subject to an overall contract cap. The rates will be fixed for the duration of the agreement, which is up to five years.

11. **BONDS**

Not applicable.

12. **ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process may be funded in whole or in part by various granting entities. Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

- 12.1 Order of Precedence – In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.
- 12.2 Access to Consultant's Records – The Awarded Consultant shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Consultant



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which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

- 12.3 Americans with Disabilities Act – The Awarded Consultant hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 (“ADA”), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Consultant will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Consultant will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Consultant (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.
- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Consultant shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.5 Compliance with Copeland “Anti-Kickback” Act – The Awarded Consultant shall comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.6 Compliance with Davis-Bacon Act – The Awarded Consultant shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.7 Copyright – The Awarded Consultant acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: “The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a consultant purchases ownership with grant support.” The Awarded Consultant shall comply with 25 CFR 85.34.
- 12.8 Drug-Free Workplace – The Awarded Consultant hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency – The Awarded Consultant shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of



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California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

- 12.10 Environmental Legislation – The Awarded Consultant shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit consultants from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database (www.sam.gov).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Consultant agrees that, to the extent consultants or subconsultants are utilized, the Awarded Consultants shall use small, minority, women-owned, or disadvantaged business concerns and consultants or subconsultants to the extent practicable and shall take the affirmative steps as set forth in 49 CFR §13.36(e).
- 12.13 National Preservation Acts – The Awarded Consultant shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity – The Awarded Consultant hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Consultant shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age



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Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Consultant into any subcontract exceeding \$10,000.

- 12.15 Patent Rights – The Awarded Consultant acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department’s project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with “Government Patent Policy” and 37 CFR Part 401.
- 12.16 Payments, Reports, Records, Retention and Enforcement – The Awarded Consultant acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Consultant shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Consultant and all other pending matters are closed.
- 12.17 Publications – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: “This document was prepared under a grant from FEMA’s Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA’s Grant Programs Directorate or the U.S. Department of Homeland Security.”
- 12.18 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. “Unlimited rights” means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).
- 12.19 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.



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13. TERMS, CONDITIONS AND EXCEPTIONS

- 13.1 This contract will be for a period of 36 months with two annual renewal options at the discretion of the City. The contract term will not exceed 60 months.
- 13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 13.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 13.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Consultants.
- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Consultant's standard contract language. The omission of these documents may render a proposal non-responsive.
- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other consultant, Consultant or prospective Consultant.



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- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.13 Prices offered by Consultants in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Consultant agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Consultant for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Consultants prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Consultant in responding to the RFP, are entirely the responsibility of the Consultant, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Consultant may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Consultant thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subconsultants, and outline the contractual relationship between the awarded Consultant and each subconsultant. An official of each proposed subconsultant must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subconsultant has read and will agree to abide by the awarded Consultant's obligations.
- 13.17 The awarded Consultant will be the sole point of contract responsibility. The City will look solely to the awarded Consultant for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Consultant shall not be relieved for the non-performance of any or all subconsultants.
- 13.18 The awarded Consultant must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Consultant has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each Consultant must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be



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disclosed. The City reserves the right to disqualify any Consultant on the grounds of actual or apparent conflict of interest.

- 13.20 Each Consultant must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Consultant or in which the Consultant has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Consultant's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Consultant expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Consultant selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Consultant's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Consultant's proposal, and the awarded Consultant's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.24 Consultant understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Consultant misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to **Attachment G** for further information regarding the requirements of the ordinance.



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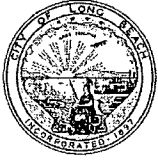
All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in **Attachment G**. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

- 13.27 All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Project's Consultant's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subconsultants, or anyone under Consultant's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

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

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole



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negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

If the Consultant elects to use subconsultants, Consultant agrees to require its subconsultants to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Consultant.

The provisions of this Section shall survive the expiration or termination of this Contract.

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

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



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Attachment A

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions **MUST** be documented.

SIGNATURE _____

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

EXHIBIT “B”

Rates or Charges

D. Woolley Cost Proposal

Schedule of Hourly Rates for Services 2018-2023

Survey Manager	\$171.00
Professional Land Surveyor	\$187.00
Senior Technician	\$135.00
Technician/CAD Operator	\$124.00
One Person Survey Party w/equipment	\$187.00
Two Person Survey Party w/equipment	\$290.00
Three Person Survey Party w/equipment	\$379.00
Expert Witness/Deposition	\$350.00
Chainman	\$130.00
Overhead and Clerical Rate	Included
Prints, research material & other incidental supplies	At cost

1. Travel time rate will not be charged.
3. Overtime, night shifts, or Saturday work, swing shifts, or other non-standard work shifts authorized by the client will be charged at 1.40 times the rate as shown above.
4. Work on Sundays, holidays or after 12 hours onsite, as authorized by the client, will be charged at 2 times the rates as shown above.
5. A minimum of 4 survey hours will be charged for field crews.
6. Fees charged by cities and other agencies for permits, checking and filing will be billed at cost.
7. Outside consultants, such as engineering or photogrammetry will be billed at cost.
8. Per diem and lodging expenses will be billed at government standard, to be determined prior to notice to proceed.

D. Woolley field vehicles can transport 6-foot fixed-height tripods and other survey equipment.

Rates are valid for 3-5 year contract term.

EXHIBIT "C"

City's Representative:

Kimberley Holtz

(562) 570-3947

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT "E"

Consultant's Key Employee:

Trevor Rice

(714) 734-8462