

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 AGREEMENT

2 **36670**

3 THIS AGREEMENT is made and entered, in duplicate, as of September 1,
4 2023, for reference purposes only, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting on August 8, 2023, by and between TAIT
6 ENVIRONMENTAL SERVICES, INC., a California corporation ("Consultant"), with a
7 place of business at 701 N. Parkcenter Drive, Santa Ana, California, 92705, and the CITY
8 OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be
10 performed in connection with providing Underground Storage Tank (UST) and Above-
11 ground Storage Tank (AST) consulting and construction and project management
12 services for the City of Long Beach's Fuel Operations program ("Project"); and

13 WHEREAS, City has selected Contractor in accordance with City's
14 administrative procedures using a Request for Proposals ("RFP"), incorporated by this
15 reference as if fully set forth herein, and City has determined that Contractor and its
16 employees are qualified, licensed, if so required, and experienced in performing these
17 specialized services; and

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

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

23 1. SCOPE OF WORK OR SERVICES.

24 A. Consultant shall furnish specialized services more particularly
25 described in Exhibit "A", attached to this Agreement and incorporated by this
26 reference, in accordance with the standards of the profession, and City shall pay
27 for these services in the manner described below, an annual amount not to exceed
28 Two Hundred Forty Thousand Dollars (\$240,000.00), at the rates or charges

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1 shown in Exhibit "B". Consultant shall not be entitled to any money under this
2 Agreement unless the City, in its sole discretion, requests Consultant to provide
3 services pursuant to this Agreement.

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

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

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

1 requirements which may arise due to the fact that City is a municipality.

2 E. Consultant represents that Consultant has obtained all
3 necessary information on conditions and circumstances that may affect its
4 performance and has conducted site visits, if necessary.

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

8 2. TERM. The term of this Agreement shall commence at midnight
9 on September 1, 2023, and shall terminate at 11:59 p.m. on September 1, 2028,
10 unless sooner terminated as provided in this Agreement, or unless the services or the
11 Project is completed sooner.

12 3. COORDINATION AND ORGANIZATION.

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

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
25 services to be performed for others during this Agreement; provided, however, that
26 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
27 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind
28 from Consultant's compensation; (b) City will not secure workers' compensation or pay

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

6 5. INSURANCE.

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

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

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

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

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

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

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

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

1 commencing on the date this Agreement expires or is terminated.

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

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

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

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

25 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
26 contemplates the personal services of Consultant and Consultant's employees, and
27 the parties acknowledge that a substantial inducement to City for entering this
28 Agreement was and is the professional reputation and competence of Consultant and

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

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

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

22 9. OWNERSHIP OF DATA. All materials, information and data
23 prepared, developed or assembled by Consultant or furnished to Consultant in
24 connection with this Agreement, including but not limited to documents, estimates,
25 calculations, studies, maps, graphs, charts, computer disks, computer source
26 documentation, samples, models, reports, summaries, drawings, designs, notes,
27 plans, information, material and memorandum ("Data") shall be the exclusive property
28 of City. Data shall be given to City, and City shall have the unrestricted right to use

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

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

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

25 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable
26 for 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
28 available without breach of this Agreement by Consultant; or (c) a third party who has

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

3 13. ADDITIONAL COSTS AND REDESIGN.

4 A. Any costs incurred by City due to Consultant's failure to meet
5 the standards required by the scope of work or Consultant's failure to perform fully
6 the tasks described in the scope of work which, in either case, causes City to
7 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
12 cost 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
20 be amended, nor any provision or breach waived, except in writing signed by the
21 parties which expressly refers to this Agreement.

22 15. LAW. This Agreement shall be construed in accordance with the
23 laws of the State of California, and the venue for any legal actions brought by any party
24 with respect to this Agreement shall be the County of Los Angeles, State of California
25 for state actions and the Central District of California for any federal actions.
26 Consultant shall cause all work performed in connection with construction of the
27 Project to be performed in compliance with (1) all applicable laws, ordinances, rules
28 and regulations of federal, state, county or municipal governments or agencies

1 (including, without limitation, all applicable federal and state labor standards, including
2 the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code);
3 and (2) all directions, rules and regulations of any fire marshal, health officer, building
4 inspector, or other officer of every governmental agency now having or hereafter
5 acquiring jurisdiction.

6 16. PREVAILING WAGES.

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

13 B. In all bid specifications, contracts and subcontracts for any
14 such Public Work, Consultant shall obtain the general prevailing rate of per diem
15 wages and the general prevailing rate for holiday and overtime work in this locality
16 for each craft, classification or type of worker needed to perform the Public Work,
17 and shall include such rates in the bid specifications, contract or subcontract.

18 Such bid specifications, contract or subcontract must contain the following
19 provision: "It shall be mandatory for the contractor to pay not less than the said
20 prevailing rate of wages to all workers employed by the contractor in the execution
21 of this contract. The contractor expressly agrees to comply with the penalty
22 provisions of California Labor Code section 1775 and the payroll record keeping
23 requirements of California Labor Code section 1771."

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

27 18. INDEMNITY.

28 A. Consultant shall indemnify, protect and hold harmless City, its

1 Boards, Commissions, and their officials, employees and agents ("Indemnified
2 Parties"), from and against any and all liability, claims, demands, damage, loss,
3 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
4 costs and expenses, including attorneys' fees, court costs, expert and witness
5 fees, and other costs and fees of litigation, arising or which may arise, in whole or
6 in part, out of or in connection with (1) Consultant's breach or failure to comply
7 with any of its obligations contained in this Agreement, including any obligations
8 arising from the Project's compliance with or failure to comply with applicable laws,
9 including all applicable federal and state labor requirements including, without
10 limitation, the requirements of California Labor Code section 1770 *et seq.* or (2)
11 negligent or willful acts, errors, omissions or misrepresentations committed by
12 Consultant, its officers, employees, agents, subcontractors, or anyone under
13 Consultant's control, in the performance of work or services under this Agreement
14 (collectively "Claims" or individually "Claim").

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

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

1 D. The provisions of this Section shall survive the expiration or
2 termination of this Agreement.

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

5 20. NONDISCRIMINATION.

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

16 B. It is the policy of City to encourage the participation of
17 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
18 procurement process, and Consultant agrees to use its best efforts to carry out
19 this policy in its use of subconsultants and contractors to the fullest extent
20 consistent with the efficient performance of this Agreement. Consultant may rely
21 on written representations by subconsultants and contractors regarding their
22 status. Consultant shall report to City in May and in December or, in the case of
23 short-term agreements, prior to invoicing for final payment, the names of all
24 subconsultants and contractors hired by Consultant for this Project and information
25 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
26 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
27 637).

28 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in

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accordance with the provisions of the Ordinance, this Agreement is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the Long Beach Municipal Code, as amended from time to time.

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

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

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

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

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

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

22. NOTICES. Any notice or approval required by this Agreement

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1 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
2 class, postage prepaid, addressed to Consultant at the address first stated above, and
3 to City at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City
4 Manager, with a copy to the City Engineer at the same address. Notice of change of
5 address shall be given in the same manner as stated for other notices. Notice shall be
6 deemed given on the date deposited in the mail or on the date personal delivery is
7 made, whichever occurs first.

8 23. COPYRIGHTS AND PATENT RIGHTS.

9 A. Consultant shall place the following copyright protection on all
10 Data: © City of Long Beach, California ____, inserting the appropriate year.

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

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

22 24. COVENANT AGAINST CONTINGENT FEES. Consultant

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

1 the full amount of the fee, commission or other monies.

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

7 26. CONTINUATION. Termination or expiration of this Agreement
8 shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7,
9 9, 11, 17, 18, 20, 22, 28, 29 prior to termination or expiration of this Agreement.

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

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

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

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

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

TAIT ENVIRONMENTAL SERVICES, INC.
a California corporation

September 5th, 2023

By *Erin Langford*
Name Erin Langford
Title Vice President, CA

September 6th, 2023

By *J. Jones*
Name Jason Jones
Title CFO/Asst. Secretary

"Consultant"

CITY OF LONG BEACH, a municipal corporation

September 13, 2023

By *Sonda J. Jackson*
City Manager

"City" EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Agreement is approved as to form on SEPT. 8, 2023.

DAWN MCINTOSH, City Attorney

By *[Signature]*
Deputy

EXHIBIT "A"

Scope of Work

SCOPE OF WORK

The following services are to be provided on an as-needed basis to the City. Any change to this Scope of Work shall be made in writing and signed by the parties. Reference to "Fuel Sites" in this Scope of Work shall refer to the City fuel sites listed on the following page.

- Monitoring and notification of regulatory changes related to fueling, Underground Storage Tanks (UST) and Above-ground Storage Tanks (AST).
- Identify regulatory changes that may potentially affect the City's UST/AST Program and notify the Tank Management Plan Committee within 72 hours of any such findings.
- Subscribe to the State Water Board's e-mail list and monitor UST/AST and fueling industry publications for changes in technology that may present improved methods for attaining and maintaining regulatory compliance and report to the Tank Management Plan (TMP) Committee.
- Prepare reports summarizing any regulations or technology changes and present them at the monthly meeting of the TMP Committee.
- Conduct periodic inspections of the Fuel Sites Identified in this Exhibit.
- Provide support for Hazardous Materials Business Plan (HMBP) inspections and audits.
- Produce Tier-1 and Tier-2 SPCC plans and updates for various City facilities, as needed.
- Exchange information with City staff from regulatory agencies regarding technical matters related to UST/AST and fueling.
- Assist with technical interface between the City and regulatory agencies on technical matters related to UST/AST and fueling.
- Oversee tank construction projects for the following sites:
 - Replace fuel site at Fire Station 14, 5200 Eliot St. Two underground storage tanks are being replaced with two underground storage tanks.
 - Replace fuel site at Fire Station 13, 2475 Adriatic Ave. One underground storage tank is being replaced with one above-ground storage tank.
 - Replace fuel site at Fire Station 16, 2890 E Wardlow Rd. One underground storage tank is being replaced with one above-ground storage tank.
- Assist City staff with pre-construction tasks for the City's UST/AST projects including, but not limited to, planning, design, bid specification development, estimating, design review, and timelines.
- Assist general contractor managing tank projects in obtaining necessary permits and approvals by reviewing submittal documents and offering advice on submittal processes.
- Oversee project construction and inspections for City UST/AST and fueling stations. The consultant is expected to be on site at critical path events and inspections, which could be daily at times.

UST/AST Training

- Train the TMP Committee in the basics of the following: UST/AST regulations; UST/AST system components; long term responsibilities and financial planning associated with the responsibilities of owning a UST/AST system; and UST/AST Program Compliance audit principles.
- Train and provide information and support to TMP Committee members on: UST/AST regulations; construction; monitoring; operations; unauthorized release response; and remediation.
- Provide SPCC training to all Fleet staff involved with the UST/AST program. Training will focus on how to recognize and report a problem associated with the UST/AST program.

Tank Management Plan (TMP) Committee

- Attend bimonthly meetings with the TMP held virtually. (Meetings usually last one hour.)
- Provide accurate information and proactive suggestions regarding UST/AST compliance and construction management.
- Recommend compliance consulting/construction management corrective actions, as needed:
- Provide monthly reports via email detailing the status of any UST/AST compliance or construction project in progress or completed.

Response Time

- Be available via telephone within one hour, 24 hours a day.
- Be available on site within the City of Long Beach within four hours of request by the City.

Consultant Personnel

- Sufficient staff to provide Tank Management Plan Committee support, consulting, construction management, documentation, administrative support, and any other requirements of this Agreement.
- Communicate with the City and schedule in advance when key personnel will not be available. Sufficient staff to provide TMP Committee support, consulting, construction management, documentation, administrative support, and any other requirements of this Agreement.
- Communicate with the City and schedule in advance when key personnel will not be available.

SCOPE OF WORK - CITY FUEL SITES

LOC #	Location Name	Street Address	City	State	Postal Code
11	Fire Station #11	160 Market Street	Long Beach	CA	90813
12	Fire Station #12	1199 E. Artesia Blvd	Long Beach	CA	90813
13	Fire Station #13	2475 Adriatic Ave	Long Beach	CA	90813
14	Fire Station #14	5200 Elliot St	Long Beach	CA	90813
16	Fire Station #16	2890 E. Wardlow Rd	Long Beach	CA	90813
29	Airport	4105 E. Donald Douglas Dr	Long Beach	CA	90813
34	South PD	400 W. Broadway	Long Beach	CA	90813
35	North PD	4891 Atlantic Ave	Long Beach	CA	90813
38	LBER	2400 E. Spring Street	Long Beach	CA	90813
39	West PD	1835 Santa Fe Avenue	Long Beach	CA	90813
41	Shoreline Marina	700 E. Shoreline Dr	Long Beach	CA	90813
12	Alamitos Bay Marina	227 Marina Dr	Long Beach	CA	90813
59	Fire Training	2249 Argonne Avenue	Long Beach	CA	90813
WD1	Water Dept Maintenance Yard	2950 Redondo Ave	Long Beach	CA	90813
WD2	Water Dept Treatment Plant	1800 Wardlow Road	Long Beach	CA	90813
ECOC	ECOC	2990 Redondo Ave	Long Beach	CA	90813
28	Hellport	3205 Lakewood Blvd	Long Beach	CA	90808

EXHIBIT "B"

Rates or Charges



CITY OF LONG BEACH

SCHEDULE OF RATES

Tait Environmental Services, Inc. (TES)

Field Personnel	Hourly Rate	Classification
Construction Manager	\$175.00	019
Construction Oversight Manager	\$150.00	091
Foreman/Lead	\$140.00	511
Service Technician 2 – Regular (Drive or Office Time)	\$125.00	512
Service Technician 2 – Prevailing Wage (On-Site Time)	\$150.00	512
Service Technician 1 – Regular (Drive or Office Time)	\$105.00	505, 041
Service Technician 1 – Prevailing Wage (On-Site Time)	\$150.00	505, 041
Field Systems Auditor (Designated Operator) Non-Prevailing	\$95.00	504
Laborer 2 – Regular (Drive or Office Time)	\$100.00	084
Laborer 2 – Prevailing Wage (On-Site Time)	\$150.00	084
Laborer 1 – Regular (Drive or Office Time)	\$80.00	035
Laborer 1 – Prevailing Wage (On-Site Time)	\$150.00	035
Administrative Personnel		
Senior Project Manager	\$175.00	090
Project Manager / Project Scientist	\$150.00	091
Health & Safety Manager	\$150.00	510
Assistant Project Manager	\$110.00	125
Database Manager	\$105.00	503
Project Coordinator	\$95.00	507
Administrative Assistant	\$75.00	039
Professional Personnel		
Principal	\$250.00	001
Regulatory Affairs Manager	\$195.00	144
Senior Engineer/Geologist	\$195.00	020
Senior Designer & Design Group Manager	\$170.00	141
Project Engineer/Geologist	\$140.00	092
Environmental Scientist	\$120.00	104
Designer	\$105.00	004
Environmental Technician	\$100.00	121
Researcher / Permit Expediter	\$95.00	040

The above listed rates are effective for Calendar Year 2023. All rates are subject to annual CPI increases on January 1st of each year.

REIMBURSABLE EXPENSES CONTINUED NEXT PAGE



- Labor Rates are based on an 8-hour day.
- Time in Excess of 8 Hours will be Charged at 1.5 Times the Above-Stated Rate.
- Labor for Saturday Work will be Charged at 1.5 Times the Above-Stated Rate.
- Labor Rates for Sunday and Holiday (Nationally and Federally Recognized Holidays) will be Charged at 2 Times the Above-Stated Rate.
- Prevailing Wage rates do apply to the "Field Personnel" group, however would be directed by the scope of work.

REIMBURSABLE EXPENSES

Reimbursable Expenses	
Materials Furnished Specifically for Project	Cost + 15%
Equipment Rentals	Cost + 15%
Subcontractors & Subconsultants	Cost + 15%
Air Transportation	Ticket Cost + 15%
Mileage -Service Trucks, Cars and Light Pickup Trucks-	\$1.25 per Mile Truck Charge - \$90/day Trailer Charge - \$45/day
Fuel Surcharge (when gas is over \$4/gallon on national average)	2% of project cost
Per Diem - Lodging & Meals	Lodging Cost + 15% Meals - \$90/Day

EXHIBIT “C”

City’s Representative(s):

Oliver Cruz, Fleet OPS Program Officer

(562) 570-5430

Oliver.Cruz@longbeach.gov

EXHIBIT "D"

Materials/Information Furnished: None