

1 AGREEMENT

2 **33799**

3 THIS AGREEMENT is made and entered, in duplicate, as of February 1,
4 2015, 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 January 20, 2015, by and between
6 TAIT 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 Underground Storage Tank (UST) consulting and project
11 management services ("Project"); and

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

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

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

21 1. SCOPE OF WORK OR SERVICES.

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

28 B. The City's obligation to pay the sum stated above for any one

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

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

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

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

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

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

4 2. TERM. The term of this Agreement shall commence at midnight on
5 January 1, 2015, and shall terminate at 11:59 p.m. on December 31, 2015, unless sooner
6 terminated as provided in this Agreement, or unless the services or the Project is
7 completed sooner. The parties have the option to renew this Agreement for two (2)
8 additional one-year periods at the discretion of the City Manager.

9 3. COORDINATION AND ORGANIZATION.

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

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

1 any of Consultant's employees or agents shall represent themselves to be employees or
2 agents of City.

3 5. INSURANCE.

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

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

26 (b) Workers' Compensation insurance as required by the California
27 Labor Code and employer's liability insurance in an amount not less than
28 \$1,000,000. This policy shall be endorsed to state that the insurer waives

1 its right of subrogation against City, its boards and commissions, and their
2 officials, employees and agents.

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

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

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

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

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

27 E. Consultant shall require that all subconsultants or contractors
28 that Consultant uses in the performance of these services maintain insurance in

1 compliance with this Section unless otherwise agreed in writing by City's Risk
2 Manager or designee.

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

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

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

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

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

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

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

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

1 of City. This warranty shall survive termination of this Agreement for five (5) years.

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

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

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

27 13. ADDITIONAL COSTS AND REDESIGN.

28 A. Any costs incurred by City due to Consultant's failure to meet

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

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

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

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

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16. PREVAILING WAGES.

A. 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.

B. 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 contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor 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."

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

18. INDEMNITY.

A. 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

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

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

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

24 D. The provisions of this Section shall survive the expiration or
25 termination of this Agreement.

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

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1 20. NONDISCRIMINATION.

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

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

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

28 A. During the performance of this Agreement, the Consultant

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

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

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

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

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

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

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

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

4 23. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

18 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

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

26 25. WAIVER. The acceptance of any services or the payment of any

27 money by City shall not operate as a waiver of any provision of this Agreement or of any
28 right to damages or indemnity stated in this Agreement. The waiver of any breach of this

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

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

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

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

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

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

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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

March 3, 2015

By [Signature]
Name TIMOTHY J. CRICSEN
Title CHIEF OPERATIONS OFFICER

March 3, 2015

By [Signature]
Name JAMES D. STRITE
Title CFO

"Consultant"

CITY OF LONG BEACH, a municipal corporation

March 27, 2015

By [Signature]
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City" Assistant City Manager

This Agreement is approved as to form on March 16, 2015.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT A

1.0 INTRODUCTION

Tait Environmental Services, Inc. (Tait) is pleased to present this proposal to the City of Long Beach, Purchasing Division (City) to provide UST Consulting and Construction Management services as requested in the City's Request for Proposal Number FS-13-029, dated March 21, 2013, and in the Addendum 1, dated April 3, 2013. A signed copy of the RFP cover sheet and Addendum 1 is contained in Appendix A. This proposal includes the Tait approach to the completion of the 3.1 Specific Requirements, a description of the project team and relevant experience, an estimate of the fee for all services, and submittal of all forms requested in the RFP. A Cost Proposal is provided separately per the instructions in this RFP.

3.0 SCOPE OF PROJECT

3.1 Specific Requirements

3.1.1 Monitoring and Notification of Regulatory Changes

Continual monitoring of the regulations that govern the installation and operation of UST facilities is a critical aspect to the successful and environmentally-responsible ownership of UST facilities. Tait has a dedicated Regulatory Affairs Manager, Brian Harmon, who is charged with the responsibility constantly monitoring regulations in the industry. In order to stay abreast of changes, the Regulatory Affairs Manager is registered with the State Water Resources Control Board (SWRCB) and California Air Resources Board (CARB), and receives email updates of any updates. In addition, the Regulatory Affairs Manager is in regular contact with California Certified Unified Program Agencies (CAL CUPA), both through their website and via email and telephone contact with local regulators, including the City of Long Beach Fire Department and South Coast Air Quality Management District (SCAQMD).

The Regulatory Affairs Manager will prepare written reports summarizing the regulatory changes and potential impacts to both operating UST facilities and new design. If a change occurs before the date of an upcoming monthly UST Task Force meeting, the Program Manager will be notified immediately.

3.1.2 Conduct Periodic Inspections and Audits

Periodic inspections may include the following at the discretion of the City:

- Designated UST Operator Inspections
- Oversight of annual compliance testing activities
- As-needed site audits/inspections

While not expressly requested in the RFP, we see value in having Tait assist with critical compliance inspections. If requested, Tait shall provide monthly Designated Operator Inspections and annual Facility Employee Training. Having a third-party, separate from the City's testing and/or repair contractor, conduct these inspections will provide the City with a measure of third-party objectivity. Tait, having performed over 50,000 monthly Designated

Operator inspections since 2005, is ideally suited to serve as the City's "eyes and ears" in this capacity. Additionally, the City would be able to take advantage of Tait's online compliance management system, TECS Online.

TECS is an acronym for Tait Environmental Compliance System. We use it every day to perform and manage site inspections and UST compliance testing. Tait inspectors and testers use laptops in the field to log into TECS and upload data. Managers in the office review the reports for accuracy and approve them. Using a secure user name and password, clients can then access the reports from any computer with an internet connection. TECS Online gives our clients the peace of mind of knowing that inspections and tests are being performed and that they can access data at a moment's notice.

Tait can also assist the City with oversight and scheduling of other testing and inspection activities. We use a calendar and email notification system based on Microsoft Outlook Public Calendars called "Simplex" to provide and track the required notifications to local agencies in advance of compliance testing/inspections. Simplex can be utilized to ensure that the City Managers, Facility Employees, the Tait Managers, and the Regulators are all in communication and agreement on testing and/or inspection dates.

3.1.3 Exchange Information with Staff from Regulatory Agencies Regarding Technical Matters

The Program Manager serves as a liaison with staff to advise them of any technical matters that may need to be discussed between staff and regulatory agencies, both during the monthly UST Task Force meeting and as needed. The Program Manager will designate a qualified team member to meet with regulators on staff's behalf. As necessary to obtain clarification, only sanitized communications with applicable regulatory agencies (e.g., SCAQMD) will be made. At no time, will team members convey a possible compliance issue to any regulatory agency as our duty is only to convey our findings to the owner (City staff).

3.1.4 Oversee UST Construction Projects

As a licensed storage tank contractor in multiple states, Tait provides design, installation, construction, upgrades, commissioning, monitoring, testing, and inspection services for underground and aboveground petroleum storage tanks (USTs and ASTs), regulated under various state and federal regulations. Tait has specialized in fuel storage, fuel distribution systems, and emergency generators since 1964.

- The Program Manager will assign a Construction Manager to oversee the City's UST construction projects. The Construction Manager will be a CA UST professional with over 27 years of experience in the installation, upgrade and removal of USTs.
- Tait's design and construction divisions work together seamlessly to provide pre-construction oversight tasks for UST projects. Tait has the staff, the resources, and the expertise to review the design plans you need for installation, removal, or upgrade of aboveground and underground storage tanks. Tait provides design and bid specification services under the direction of a Senior Project Manager with over 33 years of experience in the design of fueling systems.

- Having a well-established relationship with Permit Development and Procurement, Tait has successfully processed permits through the Planning, Building, Fire and Public Works departments of the City of Long Beach, California Coastal Commission, State Regional Water Quality Control Board, South Coast Air Quality Management District. Tait will review the permitting and re-submittal packages as prepared by the General Contractor prior to submittal. This review serves to assess the completeness, accuracy and consistency before submittal to City or agency staff. The General Contractor will be advised of any deficiencies.
- Tait's Construction Manager will be onsite daily during project construction, to monitor progress, provide guidance and oversee inspections and testing.

3.1.5 UST Training

Tait has developed training for the Task Force executive committee. This training will encompass an overview of UST systems and regulations. This training session can be delivered in conjunction with a monthly Task Force meeting.

Tait shall also provide UST facility employees training at the 15 sites designated in the RFP. The training will be conducted onsite and will include best management practices and proper operation and maintenance of the UST system. Budget has been established in this proposal to conduct one training session at each site on an annual basis.

3.1.6 UST Task Force

The Program Manager will attend monthly meetings of the UST Task Force, during which information will be provided and suggestions shared about UST compliance and construction. Recommendations of compliance consulting/construction management corrective actions will be discussed. The program Manager will prepare and distribute monthly reports via email detailing the status of any compliance or construction project in progress or completed.

3.1.7 Response Time

In order to be available via telephone within one hour, 24 hours a day and on site within four hours of call by the City, the Construction Manager will be designated as the Primary Response point of contact, with the Program Manager as back up.

3.1.8 Consultant Personnel

The Team is composed of a very experienced group of individuals who have demonstrated their professional expertise in each of the services required by our clients. Typical projects will require only a relatively small portion of available staff members, which is a testament to the very high quality of the individuals who are proposed for this contract. Each project will include the commitment of the Program Manager and appropriate staff whose experience and background matches the tasks required in order to complete the assignment in an effective and efficient manner.

The Construction Manager will serve as a back up to the Program Manager and the Program Manager will schedule in advance and communicate to the City when such back up is necessary.

5.0 PROPOSAL EVALUATION AND AWARD PROCESS

5.1 Proposal Criteria

5.1.1 Demonstrated Competence

The Tait Team provides specific advantages to the City on this project that allow for the completion of all tasks using in-house personnel. The major advantages are summarized as follows:

- Experienced, senior team members with reputations for innovation, technical accuracy, and cost-effectiveness. Team members provide the breadth of experience required for scope of services, but also to provide backup and/or additional support for one or more tasks. With the overlap in team skills, multiple tasks can be initiated simultaneously.
- Compliance Experts. Tait provides compliance management, testing, and construction services throughout the state of California. Tait has extensive experience working with numerous regulatory agencies to include; CARB, SWRCB, Regional Water Quality Boards, DTSC, CUPAs, AQMD, APCD, etc.
- Tait is a recognized expert in the design and permitting of UST and AST systems. Over the past 48 years, Tait's in-house team has designed thousands of systems for clients throughout the state. Our portfolio includes; service stations, airports, marinas, raceways, hospitals, office buildings, and telecommunications facilities
- Proven training experience. Curriculum development and training are a core competency of our organization. Over 5,000 students have successfully completed our courses in preparation for UST certification exams. Additionally, Tait provides on-site training for over 6,000 UST facility employees.

This exhibit clarifies references in RFP FS-13-029 in the Overview of Project section, Scope section and 3.1.8.

1) References to codes and regulations, and that the vendor will "help ensure that the City stays in full compliance with all regulations" includes:

a) Needing to be fully familiar with the Consent Judgment signed January 21, 2010 between the State of California and the City (case BC430178);

b) Assist the City in implementing requirements in the Consent Judgment; and

c) Assist as requested to help manage and guide the City's UST compliance program. The program is embodied in the Consent Judgment and is referenced as Exhibit C, City of Long Beach, CA Underground Storage Tank Compliance Program, rev 3.3. Assistance would continue for future versions.

2) The State is requiring the City to reach performance levels above current regulations and normal expectations, and requires the assistance of the vendor.

5.1.2 Experience in Performance of Comparable Engagements

5.1.2.1 Describe in detail construction projects of similar size and scope

Tait has provided construction management and design-build services for thousands of complex UST projects throughout the state of California. Some recent examples include:

Administrative Office of the Courts / Lamoreaux Justice Center – Orange, California

During late 2012 through early 2013, Tait provided management and construction for the removal of a 4,000 gallon underground fuel storage tank and associated piping and installation of a new 4,000 gallon aboveground storage tank and associated piping. This system provides critical backup power to the Justice Center.

The operational requirements of the Justice Center created a significant challenge. Much of the work had to be completed in a vehicle parking lot. A large percentage of the parking lot was needed daily to park court personnel vehicles. Tait worked with the client to create and manage a construction schedule that minimized disruption to Justice Center operations. Early morning operations were utilized, along with a construction plan that limited the footprint necessary to complete the project.

✓ **Riverbank Marina / Marine Refueling Facility – Sacramento, California**

Tait provided for construction management, design and installation of a 4,000 gallon aboveground storage tank system and associated piping at the Riverbank Marina in Sacramento, California. The split diesel and gasoline tank was piped to a dock-mounted dispenser system.

There were complex construction management challenges associated with this project. Being located on the Sacramento River Delta mandated unique design requirements to accommodate significant changes in river depth. The construction management team worked through permitting with the Army Corps of Engineers, State Water Board and numerous Local Agencies to permit a system that met these strict guidelines.

Signature Flight / Van Nuys Airport Refueling Facility – Van Nuys, California

Signature Flight maintains a fixed-base operation at Van Nuys airport for the storage, service, and refueling of private and corporate aircraft. In 2012, Tait converted an underground storage tank from aviation gasoline to Jet A. Additionally, Tait installed a 2,000 gallon split diesel and mogas aboveground storage tank.

Working on airport property requires unique operational, security, and safety requirements. Drawing upon our extensive airport experience, Tait successfully managed and completed this project on-time and within budget.

Environmental Asset Services, Inc. (A division of Trammell Crow) – Beverly Hills, California

Similar to the prospective Beach Maintenance Yard project described in the RFP, Tait recently managed, designed, and constructed a unique aboveground storage tank system at a Beverly Hills office building. For this project, Tait installed a 500 gallon diesel storage tank and associated piping on a prefabricated cement pad.

There were significant challenges associated with this project. The tank system was installed in an underground parking garage. This required Tait to develop a construction plan that could be implemented with limited overhead clearance. The crew also had to manage their schedule around a busy office building in an urban environment. To accommodate this, Tait performed a significant amount of work during weekend hours. The final phase of construction also had to be scheduled around the Los Angeles Marathon.

5.1.2.2 Describe in detail general UST consulting jobs

Compliance Audits/Inspections:

Compliance inspection and audits are a core competency of the Tait team. Some representative projects include:

- Tait provides Designated UST System Operator inspections for over 600 UST sites throughout California. Site inspections include visual inspections of containment structures, monitoring system status, and comprehensive reviews of site record-keeping documentation. To date, Tait has conducted over 45,000 monthly inspections. All inspection data is captured in Tait's web-based data management system. After quality control reviews are completed, inspection data is available for client review via the internet.
- Similar to the inspections conducted in California, Tait provides Class B Operator inspections in 25 additional states at well over 300 site locations.
- Tait has conducted hundreds of AST site inspections throughout the United States as a component of Spill Prevention Control and Countermeasures (SPCC) plan preparation. Site inspections are used to capture critical site information such as tank system data, secondary containment, site drainage, etc.

Training:

Tait is a recognized expert in the field of UST training. Our training programs include classroom and on-site training. Some representative examples include:

- In the past nine years, Tait has trained over 5,000 UST Operator and Service Technician students in preparation for UST certification exams. The course curriculum, designed and implemented by Tait, is presented in a classroom setting and utilizes visual aids, in-class quizzes, charts, take-home practice exams, and other supplemental information to prepare each student for the state-mandated certification exam. Tait provides personalized follow-up support and a "pass or no-pay" guarantee to attendees.
- Tait provides classroom training and certification for UST System Operators in the state of Colorado. Tait's curriculum, which was reviewed and approved by the Colorado Department of Oil and Public Safety, includes a comprehensive review of UST systems and regulations, in-class practice quizzes, and a certification final exam.
- In addition to Tait's classroom training offerings, online training is also available for Class A, B and C UST Operators. Through our website, www.pstinstruction.com, Tait provides Class A and B training for 11 states and Class C training in 40+ states throughout the country.
- Tait provides on-site annual facility employee training for over 800 UST sites throughout the United States. During this training, site personnel are trained in best-management

practices to include, proper operation of the UST system, alarm response, spill cleanup and reporting procedures.

Regulatory Expertise:

The regulatory climate in California is arguably more complex and stringent than any other state in the union. Tait has developed a reputation as a recognized expert in this most difficult arena. As a result, our clients often request that Tait provide regulatory guidance and interface on their behalf. Examples of our work in this field include, but are not limited to:

- Tait is currently working on a Hazardous Materials Business Plan (HMBP) electronic reporting portal for the City of Long Beach. The portal will allow regulated businesses to submit annual HMBP documents electronically, capturing efficiencies and enhancing accuracy for both the regulated community and the City. Additionally, Tait is providing GIS mapping data that will allow hazardous materials response teams to access HMBP information from portable laptops. Being able to access this information “real time” during a hazardous materials emergency is critical to human health and safety and the protection of the environment.
- Tait was hired the Orange County Health Care Agency to draft a 70-page guidebook entitled “UST-The Basics”. This manual was published and distributed to UST owners and operators throughout Orange County. The guidebook provides a summary of Title 23, Health & Safety Code, and local requirements for tank owners within the Agency’s jurisdiction. The information is presented in a logical, easy-to-read format that simplifies the legal language found in regulations and summarizes the critical information the regulated community needs to know. Once the guidebook was completed, Tait facilitated a workshop for the regulated community. This workshop provided an overview of the guidebook contents.
- Tait recently completed a project for the City of Santa Monica to provide a “needs assessment” for all city-owned storage tank assets, create site compliance record-keeping manuals, and train city employees in the proper operation and maintenance of their systems. Similar to the training requested in this RFP, Tait provided site-specific onsite training for City of Santa Monica personnel, with special emphasis on UST best management practices.

5.1.2.3 Describe in detail your interaction with securing permits at the State, regional and local level

Tait is a recognized expert in the design and permitting of UST and AST systems. Over the past forty years, Tait’s in-house team has designed thousands of systems for clients throughout the state. Our portfolio includes; service stations, airports, marinas, raceways, hospitals, office buildings, and telecommunications facilities. Most recently Tait, provided design and permitting services for over 200 enhanced vapor recovery (EVR) Phase II upgrades throughout the state of California. Tait has extensive experience with the State Water Resources Control Board, California Air Resources Board, Regional Water Quality Control Boards, local CUPAs and air quality management districts. Our portfolio of work within the City of Long Beach includes numerous UST system installations, removals, repairs and upgrades. Tait personnel have processed discretionary approvals through planning departments throughout the Western United States and have represented projects before the California Coastal Commission.

5.1.3 Reasonableness of Cost

See separate cost proposal.

5.1.4 Expertise and Availability of Key Personnel

The Team will consist of personnel with extensive experience in UST consulting and construction.

- A highly experienced Program Manager supported by a carefully selected technical staff;
- A dedicated Construction Manager with over 27 years of experience in private, public and government sectors;
- A Regulatory Affairs Manager well-versed in UST/AST regulations and well-connected with regulators; and
- All fuel design will be supervised by the Senior Project Manager for fuel system design.

The Program Manager and Construction Manager will serve as the primary points of contact and be available to the City as described in this RFP.

5.1.4.1 Resumes of Key Team Members

Key team members that will be working on the tasks outlined in this proposal are contained in Appendix B, and are summarized as follows:

Tim Ericson is the Chief Operations Officer of Tait Environmental Services, Inc. and has over 20 years of experience managing large-scale operations and complex organizations. Mr. Ericson will serve as the Program Manager and Lead Training Instructor for the project. Mr. Ericson's professional career has afforded him multiple leadership opportunities. During his ten year career as a naval officer, Mr. Ericson specialized in operational management, quality control and technical training. Mr. Ericson was instrumental in the implementation and operation of the Designated Operator Training and Inspection Programs within Tait.

Randy Novak has 27 years of experience in the construction industry and is responsible for overseeing all construction related operations. He will serve as the Construction Manager. His duties include supervision of foremen, client coordination, estimating, scheduling, quality control, and marketing. He is experienced in all types of piping and tank installation, tank removals and monitoring systems for both underground and aboveground distribution systems. He has worked extensively with clients such as Chevron, BP, Thrifty Oil Company, Mobil Oil, AT&T, Unocal, Naval Exchange Command, UPS, Lancaster Community Hospital, UCI Medical Center, St. Jude Medical Center, Valero, and Verizon.

Brian Harmon is the Regulatory Affairs Manager for Tait. Mr. Harmon will be responsible for monitoring changes in regulations and will assist in the training portion of the project. Mr. Harmon has over 20 years of experience in UST compliance testing, both in the performance of testing and in the management of testing programs throughout California, Arizona, and Nevada. Mr. Harmon has extensive experience in all aspects of UST testing

and monitoring system certification. His certifications include: Hunter LD-2000 Leak Detection Systems, Hunter LD-3000 Leak Detection Systems, API/RONAN Monitoring Systems, Veeder-Root TLS – 350 Monitoring Systems, OSHA 40-Hour Hazardous Waste Workers Health & Safety Course, NDE-1000 Tank Testing System, Pro Eco SURE Test A4 and A5 Leak Detection Systems

5.1.4.2 Procedures to Maintain Communication

All members of the team are equipped with cell phones and personal digital assistants in order to be in communication at all times with the City. The team members are also in frequent contact with one another, through daily interaction and weekly staff meetings. Communication of any change in project status or regulation can be very quickly distributed among the team and to the City.

5.1.4.3 Availability and Non Availability of Primary Consultant

The Program Manager and Construction Manager will serve as the primary points of contact and be available to the City as described in this RFP. In the event of vacations, a member of the team will be assigned to assume contact duties and this change will be communicated to the City.

5.1.5 Financial Stability

Tait has a track record of success that spans over four decades. To ensure financial stability, Tait maintains a line of credit with Wells Fargo/Wachovia Bank in the amount of \$1,500,000.00 to supplement our working capital. The current balance owing on this Line of Credit is -0-. Our current ratio, quick ratio, and debt to equity ratio are at or above industry norms. CPA Reviewed financial statements are available upon request.

In addition, Tait currently maintains a complete business insurance portfolio to protect its clients:

- General Liability - \$10 million
- Professional Liability - \$5 million
- Errors and Omissions - \$5 million
- Automobile Liability - \$5 million
- Workers' Compensation - Statutory

5.1.6 Conformance with the Terms of the RFP.

See Certificate of Compliance in Appendices

8.0 COMPANY BACKGROUND AND REFERENCES

8.1 Primary Contractor Information

- Tait Environmental Services, Inc. was incorporated in the State of California, on May 10, 1989. From 1964 to 1989, Tait's environmental work was a component of Tait & Associates, Inc.
- The company's main office is located at 701 North Parkcenter Dr., Santa Ana, CA, 92705
- The locations of offices serving California are 701 North Parkcenter Dr., Santa Ana, CA 92705; 2131 S. Dupont Dr., Anaheim, CA, 92806 and 11280 Trade Center Dr., Rancho Cordova, CA, 95742
- Number of employees is 44 locally and 85 nationally.
- Employees will be assigned for the services referenced in the RFP from the Santa Ana and Anaheim offices.
- The company contact for any contract resulting from this RFP is Tim Ericson, 701 N. Parkcenter Dr., Santa Ana, CA, (714) 560-8605
- Tait & Associates, Inc. was established in Anaheim, CA in 1964 by Dr. Ken Tait PE, a former construction engineer for Standard Oil Company of California. The firm quickly gained a reputation for producing innovative engineering designs. Tait was also performing UST and vapor recovery services since the 1970s, when the environmental industry was beginning to evolve, essentially involving us in the environmental industry since before there was an industry as we know it today. In 1990, Tait added an environmental services division. In 2005, Tait spun off the environmental division under a new corporation named Tait Environmental Services, Inc. As a natural extension of our pioneering work in the petroleum industry, with its strict environmental demands in tank testing, repairs, and remediation, Tait has developed a remarkable expertise in environmental projects. With a staff of 85 dedicated individuals and average revenues of \$12,000,000 (FY 2010 – 2012), Tait Environmental Services has a team of professionals who have worked together for many years developing the depth and expertise to provide a full spectrum of services for public and private sectors. We have licensed fuel system service inspectors and technicians certified safety specialists, certified Designated Operators and are a licensed environmental contractor in several states, in addition to holding UST Contractors licenses in multiple states.
- For over 28 years Tait has provided critical storage tank construction management and regulatory interface on behalf of our public and private-sector clients. Tait is also an industry-recognized expert in the field of training and site audits. Over the past 9 years Tait has trained over 5,000 UST students including site operators, technicians, agency

inspectors and corporate environmental health and safety departments. Additionally, we have conducted over 50,000 monthly site audits during that same timeframe.

- Resumes for key staff to be responsible for performance of any contract resulting from this RFP may be found in Appendix B.

8.2 Subcontractor Information

8.2.1 Use of Subcontractors

This proposal does not include the use subcontractors.

8.3 References

Riverbank Marina

Marine AST System Construction Management, Design and Installation
Sacramento

10/2007-8/2011

Randy Novak

Kip Skidmore (916) 254-4333

Signature Flight

Non-Marine UST Conversion and AST Installation

Van Nuys Airport

12/2010-10/2011

Randy Novak

Eric Hill (818) 464-9500

Orange County Health Care Agency

General UST Consulting - Compliance Binder Preparation and Employee Training

City of Santa Monica UST Facilities

09/2009-3/2012

Tim Ericson

Monica Hanley (310) 458-8227

8.4 Business License

Tait is currently licensed in the City of Long Beach, license number BU95006830.

EXHIBIT B

**Request for Proposal Number FS-13-029
For
UST Consulting and Construction Management**

REVISED COST PROPOSAL

SUBMITTED TO:

**City of Long Beach
Purchasing Division
Attn: Renee Wilson
333 W. Ocean Blvd./7th Floor
Long Beach, California
90802**

SUBMITTED BY:



Tait Environmental Services, Inc.

January 1, 2014



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1.0 INTRODUCTION

Tait Environmental Services, Inc. (Tait) is pleased to present this proposal to the City of Long Beach, Purchasing Division (City) to provide UST Consulting and Construction Management services as requested in the City’s Request for Proposal Number FS-13-029, dated March 21, 2013, and in the Addendum 1, dated April 3, 2013. A signed copy of the RFP cover sheet and Addendum #1 is contained in Appendix A. These services will include an estimate of the fee for all services, and submittal of all forms requested in the RFP.

9.0 COSTS

9.1 Detailed Fixed Prices Including Out of Pocket Expenses

3.1.1 Monitoring and Notification of Regulatory Changes

Fee: \$200.00 Monthly Fixed-Fee

3.1.2 Conduct Periodic Inspections and Audits

Fee:
Designated UST Operator Inspection: \$150.00 Fixed-Fee per Inspection
Site Inspections at City’s Request: Per Rate Schedule

3.1.3 Exchange Information with Staff from Regulatory Agencies

Fee: Per Rate Schedule

3.1.4 Oversee Construction Projects

Fee:
Pre/Post-Construction Tasks: Per Rate Schedule
Construction Oversight (~ Half-Day Onsite): \$500.00 Fixed-Fee per Day

3.1.5 UST Training

Fee:
Train Executive Committee: \$750.00 Fixed-Fee per Event
On-Site Training of Facility Personnel: \$300.00 Fixed-Fee per Event

3.1.6 UST Task Force

Fee: \$250.00 Monthly Fixed-Fee to Attend Task-Force Meetings



9.2 Hourly Rates

The following rate schedule shall be utilized for this project:

Program Manager:	\$125.00 per hour
Professional Engineer/Geologist	\$125.00 per hour
Construction Manager:	\$110.00 per hour
Regulatory Affairs Manager:	\$110.00 per hour
UST Service Technician	\$ 80.00 per hour
Drafter	\$ 80.00 per hour
Administrative Assistant	\$ 75.00 per hour
UST Designated Operator	\$ 70.00 per hour
**Service Truck Mobilization	\$ 80.00 per day
**Mileage	\$ 0.80 per mile

9.3 Minimum Hours and Total Annual Estimated Price

Calculation of Minimum Total Annual Fee:

3.1.1: Monitoring & Notification of Regulatory Changes: \$200.00 Monthly X 12 Months=	\$2,400.00
3.1.2: Conduct Periodic Inspections and Audits: Not included in minimum fee calculation	
3.1.3: Exchange of Regulatory Information: Not included in minimum fee calculation	
3.1.4: Oversee UST Construction Projects: Not included in minimum fee calculation	
3.1.5: UST Training: Executive Committee Training, 1 Event at \$750.00	\$ 750.00
Fleet Staff Awareness Training, 15 Events at \$300.00	\$4,500.00
3.1.6: Attend UST Task Force Meetings 12 at \$250.00=	\$3,000.00
Total Annual Minimum Fee:	\$10,650.00 (~ 93 Hrs.)*

9.4 Estimated Full Hours and Total Annual Estimated Price

3.1.1: Monitoring & Notification of Regulatory Changes: \$200.00 Monthly X 12 Months=	\$ 2,400.00
3.1.2: Conduct Periodic Inspections and Audits:	



Develop UST Compliance Manuals and Design
and Implement UST Training Program
City of Long Beach

Sight Inspections at City's Request (15 at 4 hours ea.)	\$ 4,800.00
3.1.3: Exchange of Regulatory Information:	
4 Hours per Month	\$ 5,280.00
3.1.4: Oversee UST Construction Projects:	
227 Marina Drive Pre/Post Construction (Est. 40 Hours):	\$ 4,400.00
227 Marina Drive Onsite Const. Oversight (Est. 40 Days):	\$20,000.00
4320 Olympic Plaza Pre/Post Construction (Est. 20 Hours):	\$ 2,200.00
4320 Olympic Plaza Onsite Const. Oversight (Est. 10 Days):	\$ 5,000.00
3.1.5: UST Training:	
Executive Committee Training, 1 Event at \$750.00	\$ 750.00
Fleet Staff Awareness Training, 15 Events at \$300.00	\$ 4,500.00
3.1.6: Attend UST Task Force Meetings	
12 at \$250.00=	\$ 3,000.00
Total Annual Full (Maximum) Fee:	\$52,330.00 (~ 470 Hrs.)*

***Minimum and Full Annual Fees are estimates only. Based on actual City requests, budget may exceed estimated figures.**

****Service Truck and Mileage fees only apply to time and materials charges. Fixed fees listed in Sections 3.1.1-6 are inclusive of truck/mileage charges.**

EXHIBIT C

NONE

EXHIBIT D

NONE