

29391
EARTH TECH
AGREEMENT

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

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Robert E. Shannon
City Attorney of Long Beach
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AGREEMENT

THIS AGREEMENT is made and entered into, in duplicate, as of September 30, 2005, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on September 20, 2005, by and between EARTH TECH, INC., a Tyco International Ltd. Company, with a place of business at 300 Oceangate, Suite 700, Long Beach, CA 90802 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires specialized environmental consulting services to obtain regulatory closure by the California Regional Water Quality Control Board ("Board") of various fuel site locations with contaminated groundwater and to obtain reimbursements available to City ("Project"); and

WHEREAS, City requires specialized environmental consulting services, consisting of testing and monitoring the groundwater at various fuel site locations, reporting to the Board, developing a plan to resolve the contamination, and obtaining reimbursements available to the City; and

WHEREAS, City has ascertained that Consultant and its employees are qualified, licensed, if so required, and experienced in performing such specialized services; and

WHEREAS, City desires to have Consultant perform said specialized services, and Consultant is willing and able to do so on the terms herein;

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

1. SCOPE OF WORK OR SERVICES.

- A. Consultant shall furnish specialized services more particularly set forth in Exhibit "A", attached hereto and incorporated herein by this reference, in accordance with the standards of the profession, and City shall pay for said services in the manner described below, not to exceed \$240,000 for

1 the first year and \$160,000 for each of the next two years. The hourly
2 rates used in computing Consultant's fees are set forth on Exhibit "B"
3 attached hereto.

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

9 C. City shall pay Consultant in quarterly payments following receipt from
10 Consultant and approval by City of invoices showing each of the services
11 or tasks performed as set forth on Exhibit "C". Consultant shall certify on
12 the invoices that Consultant has performed the services in full
13 conformance with this Agreement and is entitled to receive payment.

14 2. TERM. The term of this Agreement shall commence at midnight on
15 September 30, 2005 and continue for a three-year term, with the provision of two one-
16 year extensions to renew at the City's sole discretion.

17 3. COORDINATION AND ORGANIZATION.

18 A. Consultant shall coordinate performance hereunder with City's
19 representative. Consultant shall advise and inform City's representative
20 of the work in progress on the Project in sufficient detail so as to assist
21 City's representative in making presentations, in holding meetings for the
22 exchange of information, and in maintaining the City's good standing with
23 the Board and other regulatory agencies.

24 B. The parties acknowledge that a substantial inducement to City for entering
25 this Agreement was and is the reputation and skill of Consultant. City
26 shall have the right to approve any person proposed by Consultant as the
27 key employee to work on this Project.

28 4. INDEPENDENT CONTRACTOR. In performing services hereunder,

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

13 5. INSURANCE. As a condition precedent to the effectiveness of this
14 Agreement, and in partial performance of Consultant's obligations under this
15 Agreement, including any extensions, renewals or holding over thereof, Consultant
16 shall:

17 A. Procure and maintain at Consultant's expense the following insurance
18 coverages from insurance carriers admitted to write insurance in California
19 and having a minimum rating of or equivalent to a current rating of A:V by
20 A.M. Best Company (no minimum rating is applicable for workers'
21 compensation only) or, if through a surplus lines carrier, having a
22 minimum rating of or equivalent to a current rating of A:VIII by A.M. Best
23 Company for at least the coverages and limits listed herein unless
24 otherwise determined by City's Risk Manager or designee.

25 (i) Commercial general liability insurance, including contractual
26 liability, in an amount not less than Two Million Dollars (\$2,000,000)
27 per occurrence and in aggregate. Said insurance shall contain
28 cross liability protection, shall not exclude pollution liability, and

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shall be endorsed to add the City, their officials, employees, and agents as additional insureds with respect to liability arising out of activities by or on behalf of Consultant or in connection with the remediation of the Site. "Claims-made" policies are not acceptable unless approved in advance and in writing by City's Risk Manager or designee.

- (ii) Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage covering all autos.
- (iii) Workers' compensation insurance as required by the Labor Code of the State of California and Employer's Liability insurance with minimum limits of One Million Dollars (\$1,000,000).
- (iv) Professional and pollution liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim.

B. Require Consultant's contractors and subcontractors to obtain the following coverages from insurance carriers admitted to write insurance in California and having a minimum rating of or equivalent to a current rating of A:V by A.M. Best Company (no minimum rating is applicable for workers' compensation only) or having a minimum rating of or equivalent to a current rating of A:VIII by A.M. Best Company:

- (i) General liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate. Such insurance shall be endorsed to add the City, their officials, employees, and agents as additional insureds.
- (ii) Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage covering owned, hired and

- 1 non-owned autos.
- 2 (iii) Workers' compensation insurance as required by the Labor Code
- 3 of the State of California and Employer's Liability insurance with
- 4 minimum limits of One Million Dollars (\$1,000,000).
- 5 (iv) Professional and pollution liability insurance in an amount not less
- 6 than One Million Dollars (\$1,000,000) per claim.

7 Prior to the start of performance under this Agreement, Consultant shall deliver to City
8 certificates of insurance with original endorsements, unless by blanket endorsement
9 (and the automatic additional insured or blanket endorsement wording from the policy is
10 copied and attached to the certificates of insurance), evidencing the insurance
11 coverage required by this Agreement for approval as to sufficiency and form. The
12 certificates and endorsements for each insurance policy shall contain the original
13 signature of a person authorized by that insurer to bind coverage on its behalf. City
14 reserves the right to require complete copies of all policies of the Consultant or any of
15 the Consultant's contractors or subcontractors in the event of a dispute relating to this
16 agreement.

17 Consultant agrees to make available to City all books, records and other
18 information relating to the insurance coverage required by this Agreement during
19 normal business hours.

20 Any self-insurance program, self-insured retention, or deductibles must be
21 approved separately in writing by City's Risk Manager or designee and shall protect the
22 City, Agency, and their officials, employees, and agents in the same manner and to the
23 same extent as they would have been protected had the policy or policies not contained
24 retention provisions. Consultant may be required to reduce or eliminate deductibles or
25 self-insured retentions or to procure a bond guaranteeing payment of losses and
26 related investigations, claims administration, and defense costs.

27 Insurance required herein shall be primary insurance as respects any insurance
28 or self-insurance maintained by the City or Agency. Any insurance or self-insurance

1 maintained by the City or Agency shall be excess of this insurance. Coverage shall
2 state that the insurance shall apply separately to each insured against whom claim is
3 made or suit is brought, except with respect to the limits of the insurer's liability, and all
4 policies shall be endorsed to state that coverage shall not be suspended, voided,
5 changed, or canceled except after thirty (30) days prior written notice to the City and to
6 the Agency.

7 The insurance required herein shall not be deemed to limit Consultant's liability
8 relating to performance under this Agreement. The procuring of insurance shall not be
9 construed as a limitation on liability or as full performance of the indemnification and
10 hold harmless provisions of this Agreement. Consultant understands and agrees that,
11 notwithstanding any insurance, Consultant is obligated to defend, indemnify, and hold
12 City, Agency, and their officials, employees, and agents harmless hereunder for the full
13 and total amount of any damage, injury, loss, expense, cost, or liability caused by the
14 condition of the Site or in any manner connected with or attributed to the negligent acts,
15 omissions or operations of Consultant, its officers, agents, contractors, subcontractors,
16 employees, licensees, or visitors, or their use, misuse, or neglect of the Site.

17 Any modification or waiver of the insurance requirements herein shall be made
18 only with the written approval of the City's Risk Manager or designee.

19 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement contemplates
20 the personal services of Consultant and Consultant's employees, and the parties
21 acknowledge that a substantial inducement to City for entering this Agreement was and
22 is the professional reputation and competence of Consultant and Consultant's
23 employees. Consultant shall not assign its rights or delegate its herein, or any portion
24 hereof, without the prior approval of the City, except that Consultant may with the prior
25 approval of the City Manager of City, assign any monies due or to become due the
26 Consultant hereunder. Any attempted assignment or delegation shall be void, and any
27 assignee or delegate shall acquire no right or interest by reason of such attempted
28 assignment or delegation. Furthermore, Consultant shall not subcontract any portion of

1 the performance required hereunder without the prior approval of the City Manager or
2 designee, nor substitute an approved subcontractor without said prior approval to the
3 substitution. Nothing stated in this Section 6 shall prevent Consultant from employing
4 as many employees as Consultant deems necessary for performance of this
5 Agreement.

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

12 8. MATERIALS. Consultant shall furnish all labor and supervision, supplies,
13 materials, tools, machinery, equipment, appliances, transportation, and services
14 necessary to or used in the performance of Consultant's obligations hereunder.

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

25 10. CORRECTIVE ACTION. If in the opinion of city, services performed by
26 Consultant requires correction during a period of six (6) months following expiration or
27 termination of this Agreement, Consultant shall make said corrections at no additional
28 charge or cost to City. The corrective action required hereunder shall be in addition to

Robert E. Shannon
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1 any other rights or remedies that City may have.

2 11. AMENDMENT. This Agreement, including all Exhibits, shall not be
3 amended, nor any provision or prech hereof waived, except in writing signed by the
4 parties which expressly refers to this Agreement.

5 12. LAW. This Agreement shall be governed by an construed pursuant to the
6 laws of the State of California (except those provisions of California law pertaining to
7 conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
8 regulations of and obtain such permits, licenses, and certificates required by all federal,
9 state and local governmental authorities.

10 13. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
11 constitutes the entire understanding between the parties and supersedes all other
12 agreements, oral or written, with respect to the subject matter herein.

13 14. INDEMNITY. Consultant shall defend, indemnify and hold harmless the
14 City, its Boards, Commissions, and their officials, employees and agents from and
15 against all claims, demands, damage, causes of action, proceedings, loss, liability cost
16 and expenses, (including reasonable attorney's fees) of any kind whatsoever
17 (collectively in this section "claim") alleging (a) injury to or death of persons or damage
18 to property, including property owned by or under the care and custody of the City, its
19 Boards or Commissions and (b) that such injury, death or damage arises from or is
20 attributable to or caused by a negligent act or omission, any misrepresentation, or the
21 willful misconduct of Consultant, its employees, agents or sub-consultants in the
22 performance of services hereunder for the City, its Boards of Commissions, except to
23 the extent that the injury, death or damage was caused by the negligence of the City.
24 Consultant shall notify the City of any claim within ten (10) days. Likewise, City shall
25 notify Consultant of any claim, shall tender the defense of such claim to c, and shall
26 assist c, as may be reasonably requested, in such defense.

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

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1 16. COSTS. If there is any legal proceeding between the parties to enforce or
2 interpret this Agreement or to protect or establish any rights or remedies hereunder, the
3 prevailing party shall be entitled to its costs and expenses, including reasonable
4 attorneys' fees and court costs (including appeals).

5 17. CHANGES AND EXTRA SERVICES.

6 A. City may make changes within the general scope of work under this
7 Agreement. Change orders shall be in writing and shall state the dollar
8 amount of the change, any adjustment in the time for performance and,
9 when negotiated prices are involved, shall provide for the Consultant's
10 signature indicating acceptance. If Consultant estimates that the change
11 will cause an increase or decrease in the cost or time required for
12 performance, Consultant shall so notify City of that fact. Any notification
13 by Consultant shall be provided within ten (10) calendar days from the
14 date of receipt by Consultant of the change order. In addition, Consultant
15 shall notify City when Consultant identifies a condition which may change
16 the initial scope of work or services. All change orders shall be deemed
17 part of this Agreement.

18 B. City may request in a change order that Consultant perform extra services
19 not covered by the scope of work or services in Exhibit "A", and
20 Consultant shall perform said extra services. City shall pay for said extra
21 services as specified in the change order. City shall not be liable for
22 payment of said extra services nor shall Consultant be obligated to
23 perform said extra services unless and until the change order is signed by
24 both parties. Extra services shall not exceed twenty-five percent (25%) of
25 the contract price stated in Section 1.A. hereof without prior approval of
26 the City Council.

27 18. NONDISCRIMINATION. In connection with performance of this
28 Agreement and subject to applicable rules and regulation, Consultant shall not

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1 discriminate against any employee or applicant for employment because of race,
2 religion, national origin, color, age, sex, sexual orientation, AIDS, AIDS related
3 condition, handicap, disability, or Vietnam Era veteran status. Consultant shall ensure
4 that applicants are employed, and that employees are treated during their employment,
5 without regard to these bases. Such actions shall include, but not be limited to, the
6 following: Employment, upgrading, demotion or transfer, recruitment or recruitment
7 advertising, layoff or termination, rates of pay or other forms of compensation, and
8 selection for training, including apprenticeship.

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

20 19. NOTICES. Any notice or approval required hereunder by either party
21 shall be in writing and personally delivered or deposited in the U.S. Postal Services, first
22 class, postage prepaid, addressed to Consultant at the address first stated herein, and
23 to the City at 211 East Ocean Boulevard, Suite 500, Long Beach, California 90802,
24 Attention: Director of Oil Properties. Notice of change of address shall be given in the
25 same manner as stated herein for other notices. Notice shall be deemed given on the
26 date deposited in the mail or on the date personal delivery is made, whichever first
27 occurs.

28 20. REDESIGN. If the Project involves construction and the scope of work or

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1 services requires Consultant to prepare plans and specifications with an estimate of the
2 cost of construction, then Consultant may be required to modify the plans and
3 specifications, any construction documents relating thereto, and Consultant's estimate,
4 at no cost to City, when the lowest bid for construction received by City exceeds by
5 more than ten percent (10%) Consultant's estimate. Said modification shall be
6 submitted in a timely fashion to allow City to receive new bids within four (4) months of
7 the date on which the original plans and specifications were submitted by Consultant.

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

16 22. WAIVER. The acceptance of any services or the payment of any money
17 by City shall not operate as a waiver of any provision of this Agreement, or of any right
18 to damages or indemnity stated in this Agreement. The waiver of any breach of this
19 Agreement shall not constitute a waiver of any other or subsequent breach of this
20 Agreement.

21 23. CONTINUATION. Termination or expiration of this Agreement shall not
22 affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 17,
23 19, 24, and 30 prior to termination or expiration of this Agreement, and shall not
24 extinguish any warranties hereunder.

25 24. TAX REPORTING. As required by federal and state law, City is obligated
26 to and will report the payment of compensation to Consultant on Form 1099-Misc.
27 Consultant shall be solely responsible for payment of all federal and state taxes
28 resulting from payments under this Agreement. Consultant's Employer Identification

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1 Number is 95-2661922. If Consultant has a Social Security Number rather than an
2 Employer Identification Number, then Consultant shall submit that Social Security
3 Number in writing to City's Accounts Payable, Department of Financial Management.
4 Consultant acknowledges and agrees that City has no obligation to pay Consultant
5 hereunder until Consultant provides one of the aforesaid Numbers.

6 25. ADVERTISING. Consultant shall not use the name of City, its officials or
7 employees in any advertising or solicitation for business, nor as a reference, without the
8 prior approval of the City Manager.

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

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

17 IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly
18 executed with all of the formalities required by law as of the date first stated herein.

19 EARTH TECH, INC., a Tyco International Ltd.
20 Corporation

21 Oct. 31, 2005

By 

Title Vice President

23 _____, 2005

By _____

Title _____

25 "Consultant"

26
27
28 CITY OF LONG BEACH, a municipal
corporation

Robert E. Shannon
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Nov 4, 2005

By *[Signature]*
City Manager

"City"

Approved as to form this 2nd day of November, 2005.

ROBERT E. SHANNON, City Attorney

By *[Signature]*

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05-04216

EXHIBIT "A"

SCOPE OF WORK OR SERVICES/TASK PERFORMED

Part I: Objective: Provide groundwater monitoring and remediation assessment services and work to obtain regulatory closure from the Los Angeles Regional Water Quality Control Board (RWQCB) for its Fire Station 7, 10, 11 and 17 locations ("Sites").

1. Gauge groundwater and free product levels at Stations 7, 10, 11 and 17.
2. Sample wells and analyze for BTEX, fuel oxygenates, and TPH-g at Stations 7, 10, 11, and 17 on a quarterly basis. This scope of work should include well purging, water disposal, and all laboratory analytical costs. At no time should any drum containing purged fluids remain visible onsite for a period longer than 48 hours.
3. Remove free product at Stations 10, 11, and 17 on a quarterly basis. This scope should include all purged fluid disposal costs. At no time should any drum containing purged fluids remain onsite for a period longer than 48 hours. Where feasible, additional skimmers or other types of automatic recovery systems may be proposed. Five passive skimmers were installed during the 2nd Quarter of 2005 in the following wells at the following sites as per directive of the RWQCB:

FS 10: MW-3 FS 11: MW-1 & MW-2 FS 17: MW-3 & RW-2

4. Prepare a quarterly report for each sampling event for each Site and submit to the RWQCB.
5. Conduct additional site characterization activities as required by existing work plan to delineate the lateral extent of the dissolved-phase plume at Station 7 and prepare a work plan and report on the findings to the RWQCB.
6. Conduct any additional site characterization activities and associated updates as required by work plans for any of the Sites, prepare work plans and report on the findings to the RWQCB.
7. Sample select wells at Stations 7, 10, 11, and 17 and analyze for natural attenuation parameters. Include all purging and fluids disposal costs.
8. Maintain effective communication/negotiations with RWQCB and City Project Manager.
9. Assemble and package reports, correspondence, invoices and proof of payment and prepare narratives in anticipation of submission to the State LUFT program for work performed under Part I for each of the Sites.
10. Provide clear invoices on a quarterly basis to the City detailing activities performed under approved budget.

EXHIBIT "A"

SCOPE OF WORK OR SERVICES/TASK PERFORMED

Part II: Objective: Work toward and obtain reimbursement available to the City through the State Leaking Underground Fuel Tank (LUFT) program for all eligible expenses paid for work performed on its Fire Station 7, 10, 11, 17 and Facility Maintenance Center fuel site locations.

1. Obtain reimbursement available to the City through the State LUFT program for all eligible expenditures paid for work performed for each of the Sites.
2. Prepare for submission initial applications to LUFT for reimbursement for Sites as needed. Initial reimbursement packages were prepared and submitted to the State Water Resources Control Board for Fire Station 7, 10 and 17 Sites in November 2003. There have been no applications or reimbursement packages prepared for the Fire Station 11 or Facility Maintenance Center Sites.
3. Identify the documents (reports, correspondence, invoices, vouchers, etc) required for submission for reimbursement.
4. Determine location of documents required for reimbursement package. The location of some of these records is not well defined. The records could reside in various locations including Fleet Services Departmental Files, Department of Oil Properties Files, consultant files, Agency files and some may be archived in the Iron Mountain Storage Facility (long term storage).
5. Retrieve documents required for submission. It is expected that the consultant will determine the location of required records and retrieve the documents directly or, where necessary, coordinate their retrieval with City personnel.
6. Research documents and prepare all applications, reports, narratives or other forms or documents as required.
7. Compile and assemble for submission to LUFT reimbursement packages for all Sites, where required.
8. Provide clear invoices on a quarterly basis to the City detailing activities performed under approved budget.

EXHIBIT "B"
BILLING RATES

<u>Labor Category</u>	<u>Hourly Billing Rates</u>
Principal / Technical Advisor	\$148.00
Project Director	\$132.00
Sr. Project Manager	\$120.00
Senior Professional (Geologist, Scientist, Engineer)	\$110.00
Project Professional (Geologist, Scientist, Engineer)	\$90.00
Staff Professional (Geologist, Scientist, Engineer)	\$72.00
Sr. Technician / Drafting (Sr. CAD Operator)	\$68.00
Technician / Drafting (CAD Operator)	\$50.00
Project Administration (Clerical)	\$40.00

Subcontractor/Subconsultant	Cost plus 10%*
Rental equipment (includes field meters)	Cost plus 10%*
Direct expenses (includes field consumables)	Cost plus 10%*
Field vehicle (mileage included - less than 200 miles round trip)	\$ 75.00/day
Personal vehicle mileage	0.40 / mile
Express delivery	Cost plus 10%

* All direct project related costs (including subcontractors, subconsultants, laboratory, and rental equipment expenses) over \$25,000 will be billed at cost plus five (5) percent. Mark up percentages on all other direct costs (ODCs) can be negotiated if awarded the contract.

EXHIBIT "C"

QUARTERLY COMPLETION ITEMS FOR PHASE I AND PHASE II

Phase I

- Item 1: Conduct quarterly groundwater sampling, report preparation and report submittal to RWQCB. The quarterly reports will be submitted to the RWQCB no later than fifteen (15) days following the quarter. The deadline dates for report submittal for fiscal year 2006 (October 2005 through September 2006) are January 15, 2006, April 15, 2006, July 15, 2006 and October 15, 2006).
- Item 2: Conduct monthly operations and maintenance of free product removal devices.
- Item 3: Implement Site Conceptual Model for Fire Station #17 as directed by RWQCB.
- Item 4: Conduct additional site characterization activities as required by existing work plan to delineate the lateral extent of the dissolved-phase plume at Fire Station #7 and prepare a report on the findings to the RWQCB no more than 30 days following the completion of the characterization.
- Item 5: Monitor and sample ground water at all open Sites. Once analyses consistently meet the RWQCB's requirements, request closure.

Phase II

- Item 1: Prepare and submit UST reimbursement packages for work conducted in the subject quarter to the general Reimbursement Fund for all sites.
- Item 2: To facilitate obtaining reimbursement for prior expenses incurred in prior quarters, research documents and prepare all applications, reports, narratives or other forms or documents as required. Compile and assemble for submissions to LUFT reimbursement packages for all Sites, where required.
- Item 3: Correspond regularly with the Reimbursement Fund representatives to ensure all deadlines are met.

EXHIBIT "D"

CITY'S POLICY FOR DISADVANTAGED, MINORITY-AND WOMEN-OWNED BUSINESS ENTERPRISES

The City of Long Beach is an equal opportunity employer and requires all Consultants to comply with policies and regulation concerning equal employment opportunity.

The City of Long Beach subscribes to the following goals concerning awards for equipment, material, supplies, and services.

Fifteen percent (15%) DBE/MBE Participation
Fifteen percent (15%) WBE Participation.

Whenever possible, the CONSULTANT should seek to accomplish these goals.

MINORITY OUTREACH PROGRAM

To assist the Purchasing Bureau in maintaining records of the City's outreach to Minority-owned and/or Woman-owned Business Enterprises (MBE/WBE), Consultants are requested to provide the following information. Answers are optional, and failure to answer will not disqualify the proposal.

Composition of Ownership (MORE THAN 51%)

Ethnic Factors of Ownership:

Black	()	American Indian	()
Hispanic	()	Other Non-white	()
Asian	()	Caucasian	()

Non-ethnic Factors of Ownership:

Male	()	Female	()
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Has firm previously been certified as a Minority-owned or Woman-owned Business by any other agency:

Yes	()	No	()
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If yes, name of certifying agency:

Certification valid through:
