

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

1 AGREEMENT

2 **33803**

3 THIS AGREEMENT is made and entered, in duplicate, as of December 12,
4 2014, 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 December 2, 2014, by and between
6 EYESTONE-JONES ENVIRONMENTAL, LLC DBA EYESTONE ENVIRONMENTAL
7 (formerly known as MATRIX ENVIRONMENTAL, LLC), a California limited liability
8 company ("Consultant"), with a place of business at 6701 Center Drive West, Suite 900,
9 Los Angeles, California 90045, and the CITY OF LONG BEACH, a municipal corporation
10 ("City").

11 WHEREAS, City requires specialized services requiring unique skills to be
12 performed in connection with as-needed on-call environmental consulting services
13 ("Project"); and

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

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

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

23 1. SCOPE OF WORK OR SERVICES.

24 A. Consultant shall furnish specialized services more particularly
25 described in Exhibit "A", attached to this Agreement and incorporated by this
26 reference, in accordance with the standards of the profession, and City shall pay
27 for these services in the manner described below, not to exceed Two Hundred
28 Fifty Thousand Dollars (\$250,000), at the rates or charges shown in Exhibit "B".

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

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

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

27 E. Consultant represents that Consultant has obtained all
28 necessary information on conditions and circumstances that may affect its

1 performance and has conducted site visits, if necessary.

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

5 2. TERM. The term of this Agreement shall commence at midnight on
6 January 1, 2015, and shall terminate at 11:59 p.m. on December 31, 2016, unless sooner
7 terminated as provided in this Agreement, or unless the services or the Project is
8 completed sooner.

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

22 4. INDEPENDENT CONTRACTOR. In performing its services,
23 Consultant is and shall act as an independent contractor and not an employee,
24 representative or agent of City. Consultant shall have control of Consultant's work and
25 the manner in which it is performed. Consultant shall be free to contract for similar
26 services to be performed for others during this Agreement; provided, however, that
27 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
28 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from

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

7 5. INSURANCE.

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

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

1 and commissions, and their officials, employees and agents.

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

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

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

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

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

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

1 uninterrupted, continuing coverage for a period of not less than three (3) years,
2 commencing on the date this Agreement expires or is terminated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

22 15. LAW. This Agreement shall be construed in accordance with the
23 laws of the State of California, and the venue for any legal actions brought by any party
24 with respect to this Agreement shall be the County of Los Angeles, State of California for
25 state actions and the Central District of California for any federal actions. Consultant
26 shall cause all work performed in connection with construction of the Project to be
27 performed in compliance with (1) all applicable laws, ordinances, rules and regulations of
28 federal, state, county or municipal governments or agencies (including, without limitation,

1 all applicable federal and state labor standards, including the prevailing wage provisions
2 of sections 1770 *et seq.* of the California Labor Code); and (2) all directions, rules and
3 regulations of any fire marshal, health officer, building inspector, or other officer of every
4 governmental agency now having or hereafter acquiring jurisdiction.

5 16. PREVAILING WAGES.

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

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

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

26 18. INDEMNITY.

27 A. Consultant shall indemnify, protect and hold harmless City, its
28 Boards, Commissions, and their officials, employees and agents ("Indemnified

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

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

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

28 D. The provisions of this Section shall survive the expiration or

1 termination of this Agreement.

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

4 20. NONDISCRIMINATION.

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

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

27 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
28 accordance with the provisions of the Ordinance, this Agreement is subject to the

1 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
2 Long Beach Municipal Code, as amended from time to time.

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

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

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

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

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

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

27 22. NOTICES. Any notice or approval required by this Agreement shall
28 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,

1 postage prepaid, addressed to Consultant at the address first stated above, and to City at
2 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
3 copy to the City Engineer at the same address. Notice of change of address shall be
4 given in the same manner as stated for other notices. Notice shall be deemed given on
5 the date deposited in the mail or on the date personal delivery is made, whichever occurs
6 first.

7 23. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

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

6 26. CONTINUATION. Termination or expiration of this Agreement shall
7 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
8 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

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

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

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

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

27 ///

28 ///

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

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.

EYESTONE-JONES ENVIRONMENTAL, LLC DBA EYESTONE ENVIRONMENTAL (formerly known as MATRIX ENVIRONMENTAL, LLC), a California limited liability company

March 16, 2015

By [Signature]
Name Stephanie Eyestone-Jones
Title President

_____, 2015

By _____
Name _____
Title _____

"Consultant"

CITY OF LONG BEACH, a municipal corporation

March 30, 2015

By [Signature]
City Manager
Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on 3/17, 2015.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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

LLC-2 **Amendment to Articles of Organization of a Limited Liability Company (LLC)**

To change information of record for your California LLC, you can fill out this form, and submit for filing along with:

- A \$30 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form.
- To file this form, the status of your LLC must be active on the records of the California Secretary of State, or if suspended, this form can only be filed to list a new LLC name. To check the status of the LLC, go to kepler.sos.ca.gov.

Important! To change the LLC addresses, or to change the name or address of the LLC's agent for service of process, you must file a Statement of Information (Form LLC-12). To get Form LLC-12, go to www.sos.ca.gov/business/be/statements.htm.

Items 4-6: **Only** fill out the information that is changing. Attach extra pages if you need more space or need to include any other matters.

ff/mdb
FILED
Secretary of State
State of California

JAN 09 2015

This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm.

① **LLC's Exact Name** (on file with CA Secretary of State)
Matrix Environmental, LLC

② **LLC File No.** (issued by CA Secretary of State)
200835210089

Purpose

- ③ The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

New LLC Name (List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State.)

④ Eyestone-Jones Environmental, LLC
Proposed LLC Name

The proposed new name must include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd. Liability Company; and may not include: bank, trust, trustee, Incorporated, inc., corporation, or corp., insurer, or insurance company.

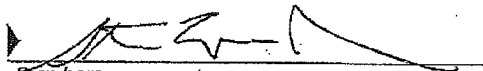
Management (Check only one.)

- ⑤ The LLC will be managed by:
- One Manager More Than One Manager All Limited Liability Company Member(s)

Amendment to Text of the Articles of Organization (List both the current text, and the text as amended by this filing.)

⑥

Read and sign below: Unless a greater number is provided for in the Articles of Organization, this form must be signed by at least one manager, if the LLC is manager-managed or at least one member, if the LLC is member-managed. If the signing manager or member is a trust or another entity, go to www.sos.ca.gov/business/be/filing-tips.htm for more information. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are part of this document.


Sign here

Stephanie Eyestone-Jones
Print your name here

Manager
Your business title


Make check/money order payable to: Secretary of State
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

By Mail
Secretary of State
Business Entities, P.O. Box 944228
Sacramento, CA 94244-2280


Drop-Off
Secretary of State
1500 11th Street, 3rd Floor
Sacramento, CA 95814



I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

JAN 12 2015 

Date: _____



ALEX PADILLA, Secretary of State

EXHIBIT "A"

Scope of Work



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

1. OVERVIEW OF PROJECT

The City of Long Beach, Department of Development Services, desires to engage the services of one or more professional environmental consulting firms to provide services in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The City invites consulting firms experienced in environmental consulting to submit qualifications and fee proposals.

2. ACRONYMS/DEFINITIONS

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

Awarded Consultant	The organization/individual that is awarded and has an approved contract with the City of Long Beach, California for the services identified in this RFP.
CEQA	California Environmental Quality Act.
City	The City of Long Beach and any department or agency identified herein.
Consultant	Organization/individual submitting a proposal in response to this RFP.
Department / Division	City of Long Beach, Department of Development Services.
Evaluation Committee	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, score the proposals, and select a Consultant.
May	Indicates something that is not mandatory but permissible.
NEPA	National Environmental Policy Act.
NPDES	National Pollutant Discharge Elimination System
RFP	Request for Proposals.
Shall / Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Consultant fails to provide recommended information, the City may, at its sole option, ask the Consultant to provide the information or



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

evaluate the proposal without the information.

Subcontractor Third party not directly employed by the Consultant who will provide services identified in this RFP.

3. SCOPE OF PROJECT

The City of Long Beach (City), Department of Development Services (Development Services), is seeking proposals from qualified consulting firms to provide professional services in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The required services will pertain to the preparation of Environmental Impact Reports, Mitigated Negative Declarations, Environmental Assessments, peer reviews and various other environmental assignments and responsibilities.

The selected consulting firm(s) will be placed on an on-call list and will enter into a contract for a period of twenty-four (24) months with two annual renewal options at the discretion of the City. The contract terms will not exceed forty-eight (48) months. The selected consulting firms will be expected to follow procedures as required by the City and its municipal code and by State law and federal law, as applicable, for the development and preparation of environmental documents. In addition, the firms will be expected to coordinate and participate in the public review process with Development Services including, but not limited to, public outreach and community meetings with business and neighborhood groups and community stakeholders, study sessions, and public hearings before the Planning Commission and City Council.

Selected consulting firms may be required to provide services similar, but not limited to, the services described in this section. The on-call list may be utilized by the Planning, Neighborhood Services and Housing and Community Improvement Bureaus in the Department of Development Services and by other City departments, including Parks, Recreation and Marine (Tidelands) and Public Works. Submitted proposals should focus on and identify recently completed and current or on-going assignments related to environmental consultant services and client references for those assignments for public agencies.

Development Services will use consultants from the on-call list in ways best suited to each individual project. In some instances, the Development Services will select an on-call consultant directly from the on-call list and in other instances the Development Services may request proposals from multiple consultants on the on-call list prior to awarding a project.

EXHIBIT “B”

Rates or Charges

Project: Disney | ABC Studios at The Ranch
Start and End Dates: 2009 though 2012)
Technical Environment: Preparation of comprehensive EIR
Staff Assigned that will also work for the City of Long Beach:
 Stephanie Eyestone-Jones, Ashley Rogers, and Jessica Viramontes
Client Project Manager: Adam Gilbert
Client Phone Number: (818) 560-5711

BUSINESS LICENSE

Matrix currently has a business license and will provide proof of the business license if the contract is awarded.

COST

Standard Fee Schedule

The fees for preparation of environmental documentation as required by CEQA and NEPA will be based on the scope of the Project and the type of CEQA/NEPA documentation required (e.g., ND, MND, EIR, EIS, or Addenda to an EIR or EIS). In addition, fees will be determined based on the environmental issues potentially affected by a given project. Fees will also be determined based on the level of public input expected by a given project as public comments will be responded to as part of the environmental review process. A range of fees for preparation of a MND and EIR, two very common types of environmental documentation, are provided below. Please note that fees in Tables 2 and 3 below are only examples.

Table 2
Example Range of Fees for MND

Task Description	Fees
Prepare Project Description	\$2,000–\$4,000
Prepare First Draft Initial Study/MND and Supporting Documentation	\$20,000–\$37,000
Revise Initial Study/MND Based on City Comments	\$2,000–\$4,000
Respond to Comments/Prepare Mitigation Monitoring and Reporting Program	\$2,000–\$8,000
Management Coordination	\$1,000–\$5,000
Subtotal Matrix Labor	\$27,000–\$58,000
Subtotal Direct Expenses	\$500–\$2,000
TOTAL COST ESTIMATE	\$27,500–\$60,000

Table 3
Example Range of Fees for Completion of a Project EIR

Task Description	Fees
Data Collection/Preparation of Project Description	\$4,000–\$9,000
Preparation of Initial Study/Preparation of NOP	\$12,000–\$18,000
Preparation of Screencheck Draft EIR	\$60,000–\$155,000
City Revisions/Prepare and Distribute Draft EIR for Public Review	\$15,000–\$30,000
Prepare Screencheck Final EIR	\$10,000–\$40,000
City Revisions/Prepare and Distribute Final EIR	\$3,000–\$12,000
Meetings and Management/Coordination	\$5,000–\$18,000
Subtotal Matrix Labor	\$109,000–\$282,000
Subtotal Direct Expenses	\$8,000–\$15,000
TOTAL COST ESTIMATE	\$117,000–\$297,000

Table 4 below provides the billing rates for Matrix Environmental as of 2014.

Table 4
Matrix Environmental 2014 Billing Rates

President	\$210.00
Director of Air Quality	\$170.00
Principal Planner	\$155.00
Senior Planner	\$135.00
Planner	\$120.00
Associate Planner	\$105.00
Assistant Planner	\$90.00
Graphics/GIS Specialist	\$90.00
Publications Specialist	\$80.00
Intern/Research Assistant	\$55.00

OTHER CITY REQUIREMENTS

Included in the RFP are several City certifications and requirements. These certifications and requirements are provided in Attachments A through I of this proposal. In particular, Matrix Environmental has been certified as an SBE with the City of Long Beach and will meet any necessary VSBE requirements once a specific project is identified.

Attachment A—Certification of Compliance with Terms and Conditions of RFP

Attachment C—Statement of Non-Collusion

EXHIBIT “C”

City’s Representative:

Director of Development Services or Designee

EXHIBIT “D”

Materials/Information Furnished: None