

AGREEMENT

33652

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3 THIS AGREEMENT is made and entered, in duplicate, as of December 1,
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 November 18, 2014, by and between
6 D. WOOLLEY & ASSOCIATES, INC., a California corporation ("Consultant"), with a place
7 of business at 2832 Walnut Avenue, Suite A, Tustin, California 92780, and the CITY OF
8 LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be
10 performed in connection with as-needed surveying services ("Project"); and

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

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

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

20 1. SCOPE OF WORK OR SERVICES.

21 A. Consultant shall furnish specialized services more particularly
22 described in Exhibit "A", attached to this Agreement and incorporated by this
23 reference, in accordance with the standards of the profession, and City shall pay
24 for these services in the manner described below, not to exceed Three Hundred
25 Thousand Dollars (\$300,000) annually, at the rates or charges shown in Exhibit
26 "B".

27 B. The City's obligation to pay the sum stated above for any one
28 fiscal year shall be contingent upon the City Council of the City appropriating the

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

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

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

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

28 F. CAUTION: Consultant shall not begin work until this

1 Agreement has been signed by both parties and until Consultant's evidence of
2 insurance has been delivered to and approved by City.

3 2. TERM. The term of this Agreement shall commence at midnight on
4 December 31, 2014, and shall terminate at 11:59 p.m. on January 1, 2017, unless sooner
5 terminated as provided in this Agreement, or unless the services or the Project is
6 completed sooner. The parties have the option to renew this Agreement for two
7 additional one-year periods.

8 3. COORDINATION AND ORGANIZATION.

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

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

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

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

6 5. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 disclosed pursuant to subpoena or court order.

2 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

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

4 16. PREVAILING WAGES.

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

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

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

25 18. INDEMNITY.

26 A. Consultant shall indemnify, protect and hold harmless City, its
27 Boards, Commissions, and their officials, employees and agents ("Indemnified
28 Parties"), from and against any and all liability, claims, demands, damage, loss,

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

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

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

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

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

3 20. NONDISCRIMINATION.

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

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

26 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
27 accordance with the provisions of the Ordinance, this Agreement is subject to the
28 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the

1 Long Beach Municipal Code, as amended from time to time.

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

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

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

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

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

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

26 22. NOTICES. Any notice or approval required by this Agreement shall
27 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
28 postage prepaid, addressed to Consultant at the address first stated above, and to City at

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

6 23. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

20 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

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

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

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

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

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

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

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

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

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

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

5 12/09/2014, 2014

By [Signature]
Name DAVID E. WOOLLEY
Title PRESIDENT

7 12/09/2014, 2014

By [Signature]
Name DAVID E. WOOLLEY
Title SECRETARY

9 "Consultant"

10 CITY OF LONG BEACH, a municipal
11 corporation

12 12/24, 2014

By [Signature]
City Manager

14 "City" Assistant City Manager

15 This Agreement is approved as to form on 12.16, 2014.

16 CHARLES PARKIN, City Attorney

17 By [Signature]
18 Deputy

19 OFFICE OF THE CITY ATTORNEY
20 CHARLES PARKIN, City Attorney
21 333 West Ocean Boulevard, 11th Floor
22 Long Beach, CA 90802-4664

EXHIBIT “A”

Scope of Work

SCOPE OF SERVICES

The Department of Gas & Oil, through the City of Long Beach requires surveying services throughout the entire area of Long Beach, Signal Hill, San Pedro, and the Port area. This RFP is intended to produce professional services in the following type of work, but not limited to, construction staking of utilities, GPS elevation surveys, First Order Level surveys, and preparation of legal exhibits.

3.1 Description of Outside Services

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

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

- Provide construction staking/ as-builts of utilities.
- GPS field surveys for elevation studies and/ or First Order Level surveys.
- Calculation of earthwork quantities.
- Topographic surveys in support of design.
- Preparation of easements, dedications, and leases.
- Establishing and maintaining survey control points and bench marks.
- Attend project meetings and other meetings as requested by the City.

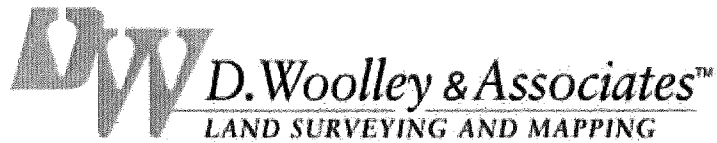
At a minimum, the selected firm will provide:

- Qualified survey personnel, surveying instruments, equipment and materials as needed for the proper performance of the surveys required.
- Provide construction staking/ as-builts of utilities.
- Provide staff for GPS elevation surveys/ and or First Order Level surveys
- Maintain complete and accurate survey notes and records of all survey work performed, for review by the city upon request.

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

EXHIBIT “B”

Rates or Charges



Long Beach Gas and Oil Fee Schedule

Effective January 1, 2015 through December 31, 2017

OFFICE HOURLY RATES

Principal	\$180.00
Project Manager	\$165.00
Professional Land Surveyor	\$180.00
Senior GIS/Survey Analyst	\$130.00
Project Surveyor	\$165.00
GIS/Survey Analyst	\$120.00
Project Assistant/Intern	\$45.00
Office Support/Clerical	Included in Overhead

FIELD HOURLY RATES

3-Person Survey Crew	\$365.00
2-Person Survey Crew	\$275.00
1-Person Survey Crew	\$180.00
Field Supervisor	\$165.00
Staff Augmentation (includes a vehicle)	\$120.00

REIMBURSABLES

Prints, research material & other incidental supplies:	At Cost
Mileage:	\$0.56 per mile

SPECIAL EQUIPMENT AND OTHER DIRECT COSTS

- Outside consultants, such as engineering or photogrammetry will be billed at cost.
- Fees charged by cities and other agencies for permits, checking and filing will be billed at cost.
- Per diem and lodging expenses will be billed at \$144/day or government standard, to be determined prior to notice to proceed

OVERTIME AND HOLIDAYS

- Overtime work, as authorized by the client, will be charged at 1.35 times the rates as shown above.
- Work on Sundays or after 12 hours onsite, as authorized by the client, will be charged at 1.75 times the rates as shown above.
- Work on Holidays, as authorized by client, will be charged at 2.0 times the rates as shown above.

NOTES

- Travel time for on-call survey crews will be paid one-way only and the time charged will not exceed one-half hour per day of travel.
- Travel time rate will be charged at the same rates as shown above.
- A minimum of four hours will be charged for field crews.
- Rates will remain consistent if assigned to a project with a Project Labor Agreement

EXHIBIT “C”

City’s Representative:

Kimberley Holtz, Petroleum Operations
Coordinator

(562) 570-3947

EXHIBIT "D"

Materials/Information Furnished: None