

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

AGREEMENT

29451

THIS AGREEMENT is made and entered, in duplicate, as of January 1, 2006, 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 RINCON CONSULTANTS, INC., a California corporation, with a place of business at 790 East Santa Clara Street, Ventura, California 93001 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires services requiring unique skills to be performed in connection with environmental review on an "as-needed" basis ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has ascertained that Consultant and its employees are qualified, licensed, if so required, and experienced in performing such as-needed specialized services; and

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

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish 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, at the rates shown on Exhibit "A", not to exceed \$500,000.00. By entering into this agreement, the City does not guarantee or promise that the City will engage the services of Consultant for a specific project or projects. The City will request the services of Consultant only as and if the City needs and requires those services.

B. Consultant may select the time and place of performance provided, however, that access to City documents, records, and the like, if needed by Consultant,

1 shall be available only during City's normal business hours and provided that milestones
2 for performance, if any, are met.

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

16 D. Consultant represents that Consultant has obtained all necessary
17 information on conditions and circumstances that may affect performance hereunder and
18 has conducted site visits, if necessary.

19 2. TERM AND TERMINATION. A. The term of this Agreement shall
20 commence at midnight on January 1, 2006, and shall terminate at 11:59 p.m. on
21 December 31, 2008, unless sooner terminated as provided in this Agreement, or unless
22 the services to be performed hereunder or the Project is completed sooner.

23 B. Either party shall have the right to terminate this Agreement for any
24 reason or no reason at any time by giving fifteen (15) calendar days' prior notice to the
25 other party. In the event of termination under this Section, City shall pay Consultant for
26 services satisfactorily performed and costs incurred up to the effective date of termination
27 for which Consultant has not been previously paid. The procedures for payment in
28 Section 1.B. with regard to invoices shall apply. On the effective date of termination,

1 Consultant shall deliver to City all Data developed or accumulated in the performance of
2 this Agreement, whether in draft or final form, or in process. And, Consultant
3 acknowledges and agrees that City's obligation to make final payment is conditioned on
4 Consultant's delivery of the Data to the City.

5 3. COORDINATION AND ORGANIZATION.

6 A. Consultant shall coordinate performance hereunder with City's
7 representative, if any, named in Exhibit "B", attached hereto and incorporated herein by
8 this reference. Consultant shall advise and inform City's representative of the work in
9 progress on the Project in sufficient detail so as to assist City's representative in making
10 presentations and in holding meetings for the exchange of information. City shall furnish
11 to Consultant information or materials, if any, described in Exhibit "C" attached hereto and
12 incorporated herein by this reference, and shall perform any other tasks described therein.

13 B. The parties acknowledge that a substantial inducement to City for entering
14 this Agreement was and is the reputation and skill of Consultant's key employee Joseph
15 Power. City shall have the right to approve any person proposed by Consultant to replace
16 that key employee.

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

1 5. INSURANCE. As a condition precedent to the effectiveness of this
2 Agreement, Consultant shall procure and maintain at Consultant's expense for the duration
3 of this Agreement from insurance companies that are admitted to write insurance in
4 California or from authorized non-admitted insurance companies that have ratings of or
5 equivalent to A:VIII by A.M. Best Company the following insurance:

6 (a) Commercial general liability insurance (equivalent in scope to ISO
7 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One
8 Million Dollars (\$1,000,000) per each occurrence and Two Million Dollars
9 (\$2,000,000) general aggregate. Such coverage shall include but not be
10 limited to broad form contractual liability, cross liability, independent
11 contractors liability, and products and completed operations liability. The
12 City, its officials, employees and agents shall be named as additional
13 insureds by endorsement (on City's endorsement form or on an endorsement
14 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
15 this insurance shall contain no special limitations on the scope of protection
16 given to the City, its officials, employees and agents.

17 (b) Workers' Compensation insurance as required by the Labor Code
18 of the State of California and employer's liability insurance in an amount not
19 less than One Million Dollars (\$1,000,000).

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

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

26 Any self-insurance program, self-insured retention, or deductible must be
27 separately approved in writing by City's Risk Manager or designee and shall protect City,
28 its officials, employees and agents in the same manner and to the same extent as they

1 would have been protected had the policy or policies not contained retention or deductible
2 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
3 reduced, non-renewed, or canceled except after thirty (30) days prior written notice to City,
4 and shall be primary and not contributing to any other insurance or self-insurance
5 maintained by City. Consultant shall notify the City in writing within five (5) days after any
6 insurance required herein has been voided by the insurer or cancelled by the insured.

7 Consultant shall require that all contractors and subcontractors which
8 Consultant uses in the performance of services hereunder maintain insurance in
9 compliance with this Section unless otherwise agreed in writing by City's Risk Manager or
10 designee.

11 Prior to the start of performance, Consultant shall deliver to City certificates
12 of insurance and required endorsements for approval as to sufficiency and form. The
13 certificate and endorsements for each insurance policy shall contain the original signature
14 of a person authorized by that insurer to bind coverage on its behalf. In addition,
15 Consultant, shall, within thirty (30) days prior to expiration of the insurance required herein,
16 furnish to City certificates of insurance and endorsements evidencing renewal of such
17 insurance. City reserves the right to require complete certified copies of all policies of
18 Consultant and Consultant's contractors and subcontractors, at any time. Consultant shall
19 make available to City's Risk Manager or designee all books, records and other information
20 relating to the insurance coverage required herein, during normal business hours.

21 Any modification or waiver of the insurance requirements herein shall only
22 be made with the approval of City's Risk Manager or designee. Not more frequently than
23 once a year, the City's Risk Manager or designee may require that Consultant,
24 Consultant's contractors and subcontractors change the amount, scope or types of
25 coverages required herein if, in his or her sole opinion, the amount, scope, or types of
26 coverages herein are not adequate.

27 The procuring or existence of insurance shall not be construed or deemed
28 as a limitation on liability relating to Consultant's performance or as full performance of or

1 compliance with the indemnification provisions of this Agreement.

2 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement contemplates
3 the personal services of Consultant and Consultant's employees, and the parties
4 acknowledge that a substantial inducement to City for entering this Agreement was and is
5 the professional reputation and competence of Consultant and Consultant's employees.
6 Consultant shall not assign its rights or delegate its duties hereunder, or any interest
7 herein, or any portion hereof, without the prior approval of City, except that Consultant may
8 with the prior approval of the City Manager of City, assign any moneys due or to become
9 due the Consultant hereunder. Any attempted assignment or delegation shall be void, and
10 any assignee or delegate shall acquire no right or interest by reason of such attempted
11 assignment or delegation. Furthermore, Consultant shall not subcontract any portion of
12 the performance required hereunder without the prior approval of the City Manager or
13 designee, nor substitute an approved subcontractor without said prior approval to the
14 substitution. Nothing stated in this Section 6 shall prevent Consultant from employing as
15 many employees as Consultant deems necessary for performance of this Agreement.

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

22 8. MATERIALS. Consultant shall furnish all labor and supervision, supplies,
23 materials, tools, machinery, equipment, appliances, transportation, and services necessary
24 to or used in the performance of Consultant's obligations hereunder, except as stated in
25 Exhibit "C".

26 9. OWNERSHIP OF DATA. All materials, information and data prepared,
27 developed, or assembled by Consultant or furnished to Consultant in connection with this
28 Agreement, including but not limited to documents, estimates, calculations, studies, maps,

1 graphs, charts, computer disks, computer source documentation, samples, models,
2 reports, summaries, drawings, designs, notes, plans, information, material, and
3 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
4 and City shall have the unrestricted right to use and disclose the Data in any manner and
5 for any purpose without payment of further compensation to Consultant. Copies of Data
6 may be retained by Consultant but Consultant warrants that Data shall not be made
7 available to any person or entity for use without the prior approval of City. Said warranty
8 shall survive termination of this Agreement for five (5) years.

9 10. CONFIDENTIALITY. Consultant shall keep the Data confidential and
10 shall not disclose the Data or use the Data directly or indirectly other than in the course of
11 services provided hereunder during the term of this Agreement and for five (5) years
12 following expiration or termination of this Agreement. In addition, Consultant shall keep
13 confidential all information, whether written, oral, or visual, obtained by any means
14 whatsoever in the course of Consultant's performance hereunder for the same period of
15 time. Consultant shall not disclose any or all of the Data to any third party, nor use it for
16 Consultant's own benefit or the benefit of others except for the purpose of this Agreement.

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

23 12. AMENDMENT. This Agreement, including all Exhibits, shall not be
24 amended, nor any provision or breach hereof waived, except in writing signed by the
25 parties which expressly refers to this Agreement.

26 13. LAW. This Agreement shall be governed by and construed pursuant to
27 the laws of the State of California (except those provisions of California law pertaining to
28 conflicts of laws). Consultant shall comply with all laws, ordinances, rules and regulations

1 of and obtain such permits, licenses, and certificates required by all federal, state and local
2 governmental authorities.

3 14. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
4 constitutes the entire understanding between the parties and supersedes all other
5 agreements, oral or written, with respect to the subject matter herein.

6 15. INDEMNITY. Consultant shall, with respect to services performed in
7 connection with this Agreement, indemnify and hold harmless the City, its Boards,
8 Commissions, and their officials, employees and agents (collectively in this Section, "City")
9 from and against any and all liability, claims, demands, damage, loss, causes of action,
10 proceedings, penalties, costs and expenses (including attorney's fees, court costs, and
11 expert and witness fees)(collectively "Claims" or individually "Claim"). Claims include
12 allegations and Claims for property damage, personal injury or death arising in whole or
13 in part from any negligent act or omission of Consultant, its officers, employees, agents,
14 sub-consultants, or anyone under Consultant's control (collectively "Indemnitor");
15 Consultant's breach of this Agreement; misrepresentation; willful misconduct; and Claims
16 by any employee of Indemnitor relating in any way to worker's compensation. Independent
17 of the duty to indemnify and as a free-standing duty on the part of Consultant, Consultant
18 shall defend City and shall continue such defense until the Claim is resolved, whether by
19 settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or
20 the like on the part of Indemnitor shall be required for the duty to defend to arise.
21 Consultant shall notify the City of any claim within ten (10) days. Likewise, City shall notify
22 Consultant of any claim, shall tender the defense of such claim to Consultant, and shall
23 assist Consultant, as may be reasonably requested, in such defense.

24 16. AMBIGUITY. In the event of any conflict or ambiguity between this
25 Agreement and any Exhibit, the provisions of this Agreement shall govern.

26 17. COSTS. If there is any legal proceeding between the parties to enforce
27 or interpret this Agreement or to protect or establish any rights or remedies hereunder, the
28 prevailing party shall be entitled to its costs and expenses, including reasonable attorneys'

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1 fees and court costs (including appeals).

2 18. NONDISCRIMINATION. In connection with performance of this
3 Agreement and subject to federal and state laws, rules and regulations, Consultant shall
4 not discriminate in employment or in the performance of this Agreement on the basis of
5 race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status,
6 handicap, or disability.

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

18 19. NOTICES. Any notice or approval required hereunder by either party
19 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
20 class, postage prepaid, addressed to Consultant at the address first stated herein, and to
21 the City at 333 West Ocean Boulevard, Long Beach, California 90802, Attention: City
22 Manager. Consultant shall also send a copy to the City Engineer at the same address but,
23 for purposes of satisfying the requirement for notice under this Section, notice to the City
24 Manager shall be sufficient. Notice of change of address shall be given in the same
25 manner as stated herein for other notices. Notice shall be deemed given on the date
26 deposited in the mail or on the date personal delivery is made, whichever first occurs.

27 20. REDESIGN. If the Project involves construction and the scope of work
28 or services requires Consultant to prepare plans and specifications with an estimate of the

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

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

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

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

20 22. COVENANT AGAINST CONTINGENT FEES. Consultant warrants that
21 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 fee,
23 commission, or other monies based on or from the award of this Agreement. If Consultant
24 breaches this warranty, City shall have the right to terminate this Agreement immediately
25 notwithstanding the provisions of Section 10 hereof or, in its discretion, to deduct from
26 payments due under this Agreement or otherwise recover the full amount of such fee,
27 commission, or other monies.

28 23. WAIVER. The acceptance of any services or the payment of any money

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1 by City shall not operate as a waiver of any provision of this Agreement, or of any right to
2 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 24. CONTINUATION. Termination or expiration of this Agreement shall not
6 affect rights or liabilities of the parties which accrued prior to termination or expiration of
7 this Agreement, and shall not extinguish any warranties hereunder.

8 25. 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.

12 26. ADVERTISING. Consultant shall not use the name of City, its officials
13 or employees in any advertising or solicitation for business, nor as a reference, without the
14 prior approval of the City Manager or designee.

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

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

22 IN WITNESS WHEREOF, the parties have caused this document to be duly

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executed with all formalities required by law as of the date first stated herein.

MS

~~CONSULTANTS~~
RINCON CONSULTING, INC., a California corporation

1-4, 2006

By [Signature]
Stephen M. Svete, President

1/4, 2006

By [Signature]
Michael P. Gialketsis
Principal
(Type or Print Title)

"Consultant"

CITY OF LONG BEACH, a municipal corporation

Jan 19, 2006

By [Signature]
City Manager

"City"

This Agreement is approved as to form on January 9, 2006.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

Robert E. Shannon
City Attorney of Long Beach
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EXHIBIT "A"

Services to be rendered:

As-needed environmental services include, but are not limited to, the following services or documents:

- Background Data Reviews
- Notices of Exemption
- Initial Studies
- Negative Declarations and Mitigated Negative Declarations
- Environmental Impact Reports
- Mitigation Monitoring and Reporting Programs
- Environmental Assessments
- Findings of No Significant Impact
- Environmental Impact Statements and
- Other environmental documentation as required.

Prepare the above environmental documents in accordance with all applicable federal, state and local environmental laws, regulations, and guidelines, including but not limited to the following:

- California Environmental Quality Act (Statutes and Guidelines)
- National Environmental Policy Act
- Council on Environmental Quality Regulations
- Clean Water Act
- Clean Air Act
- National Historic Preservation Act
- Resource Conservation and Recovery Act
- Endangered Species Act and
- Archaeological and Historic Preservation Act.

Interface with City and Agency and represent the City and Agency in meetings with other agencies for the purpose of developing, managing and implementing all actions required for the preparation of the environmental documents in order to support certification of the environmental documents and approval of the associated redevelopment projects. Participate in community meetings, as required by City and Agency.

Specific tasks to be performed on behalf of the City and Agency include:

- Project Planning
- Community Meeting Support
- CEQA/NEPA Document Preparation
- Schedule Development
- Document Formatting Requirements
- Meetings.



RINCON CONSULTANTS, INC.

Standard Fee Schedule for Environmental, Geoenvironmental, and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project as discussed under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

<u>Professional and Technical Personnel</u>	<u>Hourly Rate</u>
Principal	\$ 130-150/hour
Supervising Environmental Scientist/Planner	\$ 110-125/hour
Senior Environmental Scientist/Planner	\$ 95-110/hour
Environmental Scientist/Planner	\$ 85-95/hour
Environmental Technician	\$ 65-85/hour
Environmental Field Aide	\$ 45-55/hour
AutoCAD, GIS Technician	\$ 75-85/hour
Graphic Designer	\$ 65/hour
Clerical/ Administrative Assistant	\$ 55/hour

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$250/hour.

<u>Equipment</u>	<u>Unit Rate</u>
Photo-Ionization Detector (PID)	\$ 100/day
Four Gas Monitor	\$ 100/day
Oil-Water Interface Probe	\$ 75/day
Water Level Indicator	\$ 25/day
Temperature-pH-Conductivity Meter	\$ 40/day
Bailer	\$ 20/day
Disposable Bailer	\$ 15/each
Hand Auger Sampler	\$ 50/day
Brass Sample Sleeves	\$ 8/each
Decontamination Equipment	\$ 20/day
Level C Health and Safety Equipment	\$ 50/person/day
Submersible Pump	\$ 150/day
DC Purge Pump	\$ 30/day
Dissolved Oxygen Meter	\$ 40/day
Turbidity Meter	\$ 25/day
Sound Level Meter	\$ 100/day
GPS Locator	\$ 30/day
Laser Rangefinder	\$ 35/day
Integrated GPS/GIS	\$ 500/day
Field Computer Equipment	\$ 40/day
Vacuum Gas Chamber Sampler	\$ 20/day
Digital Projector/Computer	\$ 40/day
Anemometer	\$ 25/day
Soil Vapor Extraction Monitoring Equipment	\$ 125/day

Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"x17" copies. Oversized maps or display graphics will be charged at a rate of \$7.00/square foot.

Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc.
2. Vehicle use in company-owned vehicles will be billed at a day rate of \$50/day for regular terrain vehicle use and \$100 per day for 4-WD off-road vehicle use, plus \$0.50/mile for mileage over 50 miles per day. For transportation in employee-owned automobiles, a rate of \$0.50/mile will be charged. Rental vehicles will be billed at cost plus 15%.

Exhibit "A"

August 2005

EXHIBIT "B"

City of Long Beach Representative:

Angela Reynolds

EXHIBIT "C"

There is no Exhibit "C" to this Agreement

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 regulations 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 Women-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 | () |
|------|-----|--------|-----|

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

- | | | | |
|-----|-----|----|-----|
| Yes | () | No | () |
|-----|-----|----|-----|

If yes, name of certifying agency:

Certification valid through:

EXHIBIT "D"