

AGREEMENT

**34467**

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2  
3 THIS CONTRACT ("Contract") is made and entered, in duplicate, as of  
4 September 14, 2016, for reference purposes only, pursuant to Resolution No. RES-16-  
5 0085, adopted by the City Council of the City of Long Beach at its meeting on September  
6 13, 2016, by and between AECOM TECHNICAL SERVICES, INC., a California corporation  
7 ("Contractor"), with a place of business at 3995 Via Oro Avenue, Long Beach, California  
8 90810, and the CITY OF LONG BEACH ("City"), a municipal corporation.

9 WHEREAS, since 1994, the City has pursued cleanup and remediation at  
10 former City Fuel Sites 7, 10, 11, and 17, when it was reported to the Certified Unified  
11 Program Agency within the Long Beach Health Department that fuel sites located  
12 throughout the City may be contaminating the groundwater; and

13 WHEREAS, AECOM Technical Services, Inc., (AECOM) has provided  
14 groundwater monitoring, testing and reporting services for the City for the past 11 years;  
15 and

16 WHEREAS, AECOM has developed Accelerated Site Closure plans that  
17 focus on cleanup and remediation including City assistance with preparation and  
18 submission of reimbursement documentation of costs associated with the groundwater  
19 monitoring, reporting and accelerated closure plans; and

20 WHEREAS, there is a continuing need for groundwater monitoring and  
21 reporting at former City Fuel Sites 7, 10, 11 and 17, and for services that will result in the  
22 accelerated removal of the contaminants at these sites, and, therefore, it would be more  
23 cost-effective to contract with AECOM; and

24 WHEREAS, City did by Resolution No. RES-16-0085 determine that the  
25 City's need for these services could only be met by Contractor and, by reason of the  
26 foregoing, no useful purpose would be served by advertising for these services, and to do  
27 so would constitute an idle and useless act and an unnecessary expenditure of public  
28 funds; and

1 WHEREAS, City requires specialized services requiring unique skills to be  
2 performed in connection with groundwater monitoring and reporting at former City Fuel  
3 Sites 7, 20, 11, and 17, and desires to have Contractor perform these specialized services  
4 ("Project"); and

5 WHEREAS, Contractor is willing and able to do so on the terms and  
6 conditions in this Agreement;

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

9 1. SCOPE OF WORK OR SERVICES.

10 A. Contractor shall furnish specialized services more particularly  
11 described in Exhibit "A-1", attached to this Agreement and incorporated by this  
12 reference, in accordance with the standards of the profession, and City shall pay for  
13 these services in the manner described below, not to exceed One Million Six  
14 Hundred Twenty Two Thousand Three Hundred Eighty Dollars (\$1,622,380), at the  
15 rates or charges shown in Exhibit "A-2".

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

1 C. Contractor represents that Contractor has obtained all  
2 necessary information on conditions and circumstances that may affect its  
3 performance and has conducted site visits, if necessary.

4 D. By executing this Agreement, Contractor warrants that  
5 Contractor (a) has thoroughly investigated and considered the scope of services to  
6 be performed, (b) has carefully considered how the services should be performed,  
7 and (c) fully understands the facilities, difficulties and restrictions attending  
8 performance of the services under this Agreement. If the services involve work upon  
9 any site, Contractor warrants that Contractor has or will investigate the site and is  
10 or will be fully acquainted with the conditions there existing, prior to commencement  
11 of services set forth in this Agreement. Should Contractor discover any latent or  
12 unknown conditions that will materially affect the performance of the services set  
13 forth in this Agreement, Contractor must immediately inform the City of that fact and  
14 may not proceed except at Contractor's risk until written instructions are received  
15 from the City.

16 E. Contractor must adopt reasonable methods during the life of  
17 the Agreement to furnish continuous protection to the work, and the equipment,  
18 materials, papers, documents, plans, studies and other components to prevent  
19 losses or damages, and will be responsible for all damages, to persons or property,  
20 until acceptance of the work by the City, except those losses or damages as may  
21 be caused by the City's own negligence.

22 2. TERM. The term of this Agreement shall be deemed to have  
23 commenced at midnight on October 1, 2016, and shall terminate at 11:59 p.m. on  
24 September 30, 2021, unless sooner terminated as provided in this Agreement, or unless  
25 the services or the Project is completed sooner.

26 3. COORDINATION AND ORGANIZATION.

27 A. Contractor shall coordinate its performance with City's  
28 representative, if any, named in Exhibit "B", attached to this Agreement and

1 incorporated by this reference. Contractor shall advise and inform City's  
2 representative of the work in progress on the Project in sufficient detail so as to  
3 assist City's representative in making presentations and in holding meetings on the  
4 Project. City shall furnish to Contractor information or materials, if any, described in  
5 Exhibit "C", attached to this Agreement and incorporated by this reference, and shall  
6 perform any other tasks described in the Exhibit.

7 B. The parties acknowledge that a substantial inducement to City  
8 for entering this Agreement was and is the reputation and skill of Contractor's key  
9 employee Assaf Rees. City shall have the right to approve any person proposed by  
10 Contractor to replace that key employee.

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

23 5. INSURANCE.

24 A. As a condition precedent to the effectiveness of this  
25 Agreement, Contractor shall procure and maintain, at Contractor's expense for the  
26 duration of this Agreement, from an insurance company that is admitted to write  
27 insurance in the State of California or that has a rating of or equivalent to an A:VIII  
28 by A.M. Best and Company the following insurance:

1 (a) Commercial general liability insurance equivalent in scope to ISO  
2 form CG 00 01 11 85 and that does not exclude coverage for cross liability  
3 protection, sudden and accidental pollution and cleanup liability, mobile  
4 equipment, and products and completed operations liability including the  
5 City of Long Beach, and their officials, employees, and agents as additional  
6 insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85  
7 from and against claims, demands, causes of action, expenses, costs, or  
8 liability for injury to or death of persons, or damage to or loss of property  
9 arising out activities performed by or on behalf of the Contractor in an  
10 amount not less than One Million Dollars (US \$1,000,000) per occurrence  
11 and Two Million Dollars (US \$2,000,000) in general aggregate.

12 (b) Workers' compensation coverage as required by the Labor Code  
13 of the State of California and Employer's liability insurance with minimum  
14 limits of One Million Dollars (US \$1,000,000) per accident or occupational  
15 illness. The policy shall be endorsed with a waiver of the insurer's right of  
16 subrogation against the City of Long Beach and its officials, employees, and  
17 agents.

18 (c) Automobile liability insurance equivalent in coverage scope to  
19 ISO CA 00 01 06 92 in an amount not less than One Million Dollars (US  
20 \$1,000,000) combined single limit (CSL) per accident for bodily injury and  
21 property damage covering Symbol 1 ("any auto").

22 (d) Professional or errors and omissions liability insurance covering  
23 the service provided under this Contract in an amount not less than One  
24 Million Dollars (US \$1,000,000) per claim and in the aggregate.

25 (e) Excess liability insurance on a following form basis (over the  
26 coverage provided in 5.A.(a), (c), and (d), above) insurance, including, but  
27 not limited to, additional insured coverage, in an amount not less than Four  
28 Million Dollars (\$4,000,000) per claim and in aggregate covering the

1 services provided pursuant to this Contract. Total limits can be satisfied by  
2 any combination of primary and excess limits.

3 B. Any self-insurance program or self-insurance retention must  
4 be approved separately in writing by City and shall protect the City of Long Beach  
5 and its officials, employees, and agents in the same manner and to the same  
6 extent as they would have been protected had the policy or policies not contained  
7 retention provisions. Each insurance policy shall be endorsed to state that  
8 coverage shall not be suspended, voided, or canceled by either party except after  
9 thirty (30) days prior written notice to City, and shall be primary and not  
10 contributing to any other insurance or self-insurance maintained by City.

11 C. Any subcontractors which Contractor may use in the  
12 performance of this Contract shall be required to maintain insurance in compliance  
13 with the provisions of this section and to indemnify the City to the same extent as  
14 Contractor.

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

21 E. Contractor shall deliver to City certificates of insurance and  
22 endorsements for approval as to sufficiency and form prior to the start of  
23 performance hereunder. The certificates and endorsements for each insurance  
24 policy shall contain the signature of a person authorized by that insurer to bind  
25 coverage on its behalf. "Claims-made" policies are not acceptable unless City  
26 Risk Manager determines that "Occurrence" policies are not available in the  
27 market for the risk being insured. In a "Claims-made" policy is accepted, it must  
28 provide for an extended reporting period of not less than one hundred eighty (180)

1 days. Such insurance as required herein shall not be deemed to limit Contractor's  
2 liability relating to performance under this Contract. The procuring of insurance  
3 shall not be construed as a limitation on liability or as full performance of the  
4 indemnification provisions of this Contract.

5 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
6 contemplates the personal services of Contractor and Contractor's employees, and the  
7 parties acknowledge that a substantial inducement to City for entering this Agreement was  
8 and is the professional reputation and competence of Contractor and Contractor's  
9 employees. Contractor shall not assign its rights or delegate its duties under this  
10 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
11 of City, except that Contractor may with the prior approval of the City Manager of City,  
12 assign any moneys due or to become due Contractor under this Agreement. Any  
13 attempted assignment or delegation shall be void, and any assignee or delegate shall  
14 acquire no right or interest by reason of an attempted assignment or delegation.  
15 Furthermore, Contractor and the City agree and acknowledge that Contractor may use  
16 subcontractors and vendors for performing subtasks associated with the scope of work  
17 under this Agreement, including but not limited to laboratory analysis, waste disposal,  
18 equipment and pipe installations, geophysical and land surveys. Nothing stated in this  
19 Section shall prevent Contractor from employing as many employees as Contractor deems  
20 necessary for performance of this Agreement.

21 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,  
22 certifies that, at the time Contractor executes this Agreement and for its duration,  
23 Contractor does not and will not perform services for any other client which would create a  
24 conflict, whether monetary or otherwise, as between the interests of City and the interests  
25 of that other client. And, Contractor shall obtain similar certifications from Contractor's  
26 employees, sub-Contractors and contractors.

27 8. MATERIALS. Contractor shall furnish all labor and supervision,  
28 supplies, materials, tools, machinery, equipment, appliances, transportation and services

1 necessary to or used in the performance of Contractor's obligations under this Agreement,  
2 except as stated in Exhibit "C".

3           9.     OWNERSHIP OF DATA. All materials, information and data  
4 prepared, developed or assembled by Contractor or furnished to Contractor in connection  
5 with this Agreement, including but not limited to documents, estimates, calculations,  
6 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
7 models, reports, summaries, drawings, designs, notes, plans, information, material and  
8 memoranda ("Data") shall be the exclusive property of City. Data shall be given to City,  
9 and City shall have the unrestricted right to use and disclose the Data in any manner and  
10 for any purpose without payment of further compensation to Contractor. Copies of Data  
11 may be retained by Contractor but Contractor warrants that Data shall not be made  
12 available to any person or entity for use without the prior approval of City. This warranty  
13 shall survive termination of this Agreement for five (5) years.

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

24           11.   CONFIDENTIALITY. Contractor shall keep all Data confidential and  
25 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
26 performing its services, during the term of this Agreement and for five (5) years following  
27 expiration or termination of this Agreement. In addition, Contractor shall keep confidential  
28 all information, whether written, oral or visual, obtained by any means whatsoever in the



1 course of performing its services for the same period of time. Contractor shall not disclose  
2 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit  
3 of others except for the purpose of this Agreement.

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

10 13. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
11 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
12 amounts the payment of which may be in dispute or that are necessary to compensate the  
13 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
14 which the City may be liable to third parties, by reason of Contractor's acts or omissions in  
15 performing or failing to perform Contractor's obligations under this Agreement. In the event  
16 that any claim is made by a third party, the amount or validity of which is disputed by  
17 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
18 City may withhold from any payment due, without liability for interest because of the  
19 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
20 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
21 indemnify and protect the City as elsewhere provided in this Agreement.

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

25 15. LAW. This Agreement shall be construed in accordance with the laws  
26 of the State of California, and the venue for any legal actions brought by any party with  
27 respect to this Agreement shall be the County of Los Angeles, State of California for state  
28 actions and the Central District of California for any federal actions. Contractor shall cause

1 all work performed in connection with construction of the Project to be performed in  
2 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
3 county or municipal governments or agencies (including, without limitation, all applicable  
4 federal and state labor standards, including the prevailing wage provisions of sections 1770  
5 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any  
6 fire marshal, health officer, building inspector, or other officer of every governmental  
7 agency now having or hereafter acquiring jurisdiction. If any part of this Agreement is found  
8 to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it  
9 is in conflict with any applicable laws, but the remainder of the Agreement will remain in full  
10 force and effect.

11 16. PREVAILING WAGES.

12 A. Contractor agrees that all public work (as defined in California  
13 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
14 Work"), if any, shall comply with the requirements of California Labor Code sections  
15 1770 *et seq.* City makes no representation or statement that the Project, or any  
16 portion thereof, is or is not a "public work" as defined in California Labor Code  
17 section 1720.

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

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

4           18. INDEMNITY.

5           A. Contractor shall indemnify, protect and hold harmless City, its  
6 Boards, Commissions, and their officials, employees and agents ("Indemnified  
7 Parties"), from and against any and all liability, claims, demands, damage, loss,  
8 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
9 costs and expenses, including attorneys' fees, court costs, expert and witness fees,  
10 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
11 in part, out of or in connection with (1) Contractor's breach or failure to comply with  
12 any of its obligations contained in this Agreement, including all applicable federal  
13 and state labor requirements including, without limitation, the requirements of  
14 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,  
15 omissions or misrepresentations committed by Contractor, its officers, employees,  
16 agents, subcontractors, or anyone under Contractor's control, in the performance of  
17 work or services under this Agreement (collectively "Claims" or individually "Claim").

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

27           C. If a court of competent jurisdiction determines that a Claim was  
28 caused by the sole negligence or willful misconduct of Indemnified Parties,

1 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the  
2 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
3 percentage of willful misconduct attributed by the court to the Indemnified Parties.

4 D. The provisions of this Section shall survive the expiration or  
5 termination of this Agreement.

6 19. FORCE MAJEURE. If any party fails to perform its obligations  
7 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain  
8 labor or materials or reasonable substitutes for labor materials, governmental restrictions,  
9 governmental regulations, governmental controls, judicial orders, enemy or hostile  
10 governmental action, civil commotion, fire or other casualty, or other causes beyond the  
11 reasonable control of the party obligated to perform, then that party's performance will be  
12 excused for a period equal to the period of such cause for failure to perform.

13 20. AMBIGUITY. In the event of any conflict or ambiguity between this  
14 Agreement and any Exhibit, the provisions of this Agreement shall govern.

15 21. NONDISCRIMINATION.

16 A. In connection with performance of this Agreement and subject  
17 to applicable rules and regulations, Contractor shall not discriminate against any  
18 employee or applicant for employment because of race, religion, national origin,  
19 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
20 disability. Contractor shall ensure that applicants are employed, and that employees  
21 are treated during their employment, without regard to these bases. These actions  
22 shall include, but not be limited to, the following: employment, upgrading, demotion  
23 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay  
24 or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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

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

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

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

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

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

3 24. COVENANT AGAINST CONTINGENT FEES. Contractor warrants  
4 that Contractor has not employed or retained any entity or person to solicit or obtain this  
5 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,  
6 commission or other monies based on or from the award of this Agreement. If Contractor  
7 breaches this warranty, City shall have the right to terminate this Agreement immediately  
8 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
9 due under this Agreement or otherwise recover the full amount of the fee, commission or  
10 other monies.

11 25. WAIVER. The acceptance of any services or the payment of any  
12 money by City shall not operate as a waiver of any provision of this Agreement or of any  
13 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
14 Agreement shall not constitute a waiver of any other or subsequent breach of this  
15 Agreement.

16 26. CONTINUATION. Termination or expiration of this Agreement shall  
17 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
18 17, 20 and 27 prior to termination or expiration of this Agreement.

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

27 28. ADVERTISING. Contractor shall not use the name of City, its officials  
28 or employees in any advertising or solicitation for business or as a reference, without the

1 prior approval of the City Manager or designee.

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

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

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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.

AECOM TECHNICAL SERVICES, INC., a California corporation

December 15, 2016

By [Signature]  
Name Rob A. Lowey  
Title Vice President

December 16, 2016

By [Signature]  
Name Brian Jacobs  
Title Vice President

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Dec. 28, 2016

By [Signature]  
City Manager

"City" Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on December 22, 2016.

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



**EXHIBIT "A-1"**

## SERVICES

### Services:

Scope of services will include, but not be limited to, groundwater monitoring, sampling, and reporting; remediation systems design, installation, operations, maintenance, monitoring, and reporting; and correspondence and communications with regulatory agencies. The scope of services for any given project and/or site will be included in a Client Task Order/Purchase Order, to be signed by the Client and AECOM.

### Schedule:

The work schedule and critical dates/milestones associated with the scope of services will be included in a Client Task Order/Purchase Order, to be signed by the Client and AECOM.

### Deliverables:

The work deliverables associated with the scope of services will be included in a Client Task Order/Purchase Order, to be signed by the Client and AECOM.

### AECOM Project Manager

|               |  |
|---------------|--|
| Name          | Assaf A. Rees                                    |
| Title         | Project Engineer II                              |
| Address       | 3995 Via Oro Avenue, Long Beach, California, USA |
| Phone Number  | (562) 213-4154                                   |
| Email Address | assaf.rees@aecom.com                             |

### Client Project Manager

|               |  |
|---------------|--|
| Name          | Oliver Cruz                                |
| Title         | Fuel Operations Program Officer            |
| Address       | 2600 Temple Avenue<br>Long Beach, CA 90808 |
| Phone Number  | (562) 570-5430                             |
| Email Address | oliver.cruz@longbeach.gov                  |

**EXHIBIT "A-2"**

## COMPENSATION

1 **COMPENSATION** The Services will be compensated on the following basis:

[X] Time & Material – See Section 2.1 for Hourly Labor Rates

2. **RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule:

### 2.1 HOURLY LABOR RATE SCHEDULE

|   |          |
|---|----------|
| Project Assistant   | \$50.00  |
| Project Administrator I, Technician I   | \$60.00  |
| Scientist I, Technician II, Drafter I, GIS Specialist I   | \$70.00  |
| Project Administrator II, Engineer I, Scientist II, Technician III, Drafter II, GIS Specialist II     | \$80.00  |
| Project Administrator III, Engineer II, Scientist III, Technician IV, Drafter III, GIS Specialist III | \$95.00  |
| Sr. Project Administrator, Engineer III, Scientist IV, Sr. Technician, Drafter IV, GIS Specialist IV  | \$110.00 |
| Project Manager I, Engineer IV, Scientist V, Sr. Drafter, Sr. GIS Specialist                          | \$125.00 |
| Project Engineer I, Science Manager I, CADD Manager, GIS Manager                                      | \$140.00 |
| Project Manager II, Project Engineer II, Science Manager II   | \$160.00 |
| Project Director I, Engineering Manager, Science Director   | \$180.00 |
| Project Director II, Engineering Director   | \$200.00 |
| Principal   | \$220.00 |

2.2 **OTHER HOURLY LABOR RATE CATAGORIES** If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

2.3 **ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

3. **REIMBURSEABLE EXPENSES** Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

# **EXHIBIT “B”**

**Oliver Cruz  
Fuel Operations Program Officer  
2600 Temple Avenue  
Long Beach, CA 90806  
Tel.: 562-570-5430  
Email: [oliver.cruz@longbeach.gov](mailto:oliver.cruz@longbeach.gov)**

# EXHIBIT "C"

Materials/Information Furnished: None

17 JAN -5 PM 3:19

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