

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

13 D. Consultant represents that Consultant has obtained all necessary
14 information on conditions and circumstances that may affect performance hereunder and
15 has conducted site visits, if necessary.

16 2. TERM. The term of this Agreement shall commence at midnight on
17 December 1, 2006, and shall terminate at 11:59 p.m. on November 30, 2009, unless
18 sooner terminated as provided in this Agreement.

19 3. COORDINATION AND ORGANIZATION.

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

27 B. The parties acknowledge that a substantial inducement to City for entering
28 this Agreement was and is the reputation and skill of Consultant's key employee John

1 Cutler. City shall have the right to approve any person proposed by Consultant to replace
2 that key employee.

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

15 5. INSURANCE. As a condition precedent to the effectiveness of this
16 Agreement, Consultant shall procure and maintain at Consultant's expense for the duration
17 of this Agreement from an insurance company that is admitted to write insurance in
18 California or from authorized non-admitted insurance companies that have ratings of or
19 equivalent to A:VIII by A.M. Best Company the following insurance:

20 (a) Commercial general liability insurance (equivalent in scope to ISO from
21 CG 00 01 11 85 or 11 88) in an amount not less than One Million Dollars
22 (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general
23 aggregate. Such coverage shall include but not be limited to independent
24 contractors' liability, broad form contractual liability, cross liability protection, and
25 products and completed operations liability. City, its officials, employees and agents
26 shall be named as additional insureds by endorsement (equivalent in scope to ISO
27 form CG 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no
28 special limitations on the scope of protection given to City, its officials, employees

1 and agents.

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

5 (c) Professional liability insurance in an amount not less than One Million
6 Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in
7 aggregate.

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

11 Consultant shall require any contractor, subcontractor or subconsultant which
12 Consultant uses in the performance of this Agreement to maintain insurance in compliance
13 with this Section unless otherwise agreed in writing by City's Risk Manager or designee,
14 with the exception of any contractor, subcontractor or subconsultant retained by Consultant
15 to provide demolition hereunder. Consultant shall ensure that any demolition contractor
16 or subcontractor shall procure and maintain the following insurance from insurance
17 companies admitted to write insurance in California or from authorized non-admitted
18 insurance companies that have ratings of or equivalent to A:VIII by A.M. Best Company:

19 (a) Commercial general liability insurance (equivalent in scope to ISO from
20 CG 00 01 11 85 or 11 88) in an amount not less than Two Million Dollars
21 (\$2,000,000) per occurrence provided that demolition does not involve a total fee
22 to the demolition contractor or subcontractor in excess of \$250,000, the use of
23 explosives, marine demolition or demolition of a structure exceeding three stories.
24 Such coverage shall include but not be limited to liability resulting from XCU
25 (explosion, underground and collapse) perils, cross liability protection, sudden and
26 accidental pollution and clean-up liability, asbestos abatement liability, and products
27 and completed operations liability, unless any such coverages are waived in writing
28 by City's Risk Manager or designee. City, its officials, employees and agents shall

1 be named as additional insureds by endorsement (equivalent in scope to ISO form
2 CG 20 26 11 85), and this insurance shall contain no special limitations on the
3 scope of protection given to City, its officials, employees and agents. If such
4 demolition activities by Consultant's contractors or subcontractors involve a total fee
5 to the demolition contractor or subcontractor in excess of \$250,000, the use of
6 explosives, marine demolition or demolition of a structure exceeding three stories,
7 then Consultant shall request from City's Risk Manager or designee the applicable
8 general liability insurance limits that Consultant must provide.

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

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

15 Any self-insurance program, self-insured retention or deductible must be
16 separately approved in writing by City's Risk Manager or designee and shall protect City,
17 its officials, employees and agents in the same manner and to the same extent as they
18 would have been protected had the policy or policies not contained retention
19 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
20 suspended, voided or canceled by either party except after thirty (30) days prior written
21 notice to City, and shall be primary and not contributing to any other insurance or self-
22 insurance maintained by City. Not more frequently than once a year, Consultant shall
23 increase its insurance coverage as required by City's Risk Manager or designee if, in City's
24 opinion, the amount, scope or types of coverages specified herein are not adequate.

25 Consultant shall deliver to City certificates of insurance and original
26 endorsements for approval as to sufficiency and form prior to the start of performance
27 hereunder, including those of Consultant's contractors, subcontractors and
28 subconsultants. The certificate and endorsements for each insurance policy shall contain

1 the original signature of a person authorized by that insurer to bind coverage on its behalf.
2 At least thirty (30) days prior to expiration of all policies, Consultant shall furnish to City
3 certificates of insurance and endorsements evidencing renewal of the insurance required
4 herein. Such insurance as required herein shall not be deemed to limit Consultant's liability
5 relating to performance under this Agreement. City reserves the right to require complete
6 certified copies of all policies at any time. Any modification or waiver of the insurance
7 requirements herein shall only be made with the approval of City's Risk Manager or
8 designee. The procuring of insurance shall not be construed as a limitation on liability or
9 as full performance of the indemnification provisions of this Agreement.

10 Consultant shall make available to City during normal business hours all
11 books, records and other information relating to the insurance coverage required by this
12 Agreement.

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

28 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,

1 certifies and shall obtain similar certifications from Consultant's employees and approved
2 subcontractors that, at the time Consultant executes this Agreement and for its duration,
3 Consultant does not and will not perform services for any other client which would create
4 a conflict, whether monetary or otherwise, as between the interests of City hereunder and
5 the interests of such other client.

6 8. MATERIALS. Consultant shall furnish all labor and supervision,
7 supplies, material, tools, machinery, equipment, appliances, transportation and services
8 necessary to or used in the performance of Consultant's obligations hereunder, except as
9 stated in Exhibit "C", if any.

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

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

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

9 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
10 a breach of confidentiality with respect to Data that:

11 (a) Consultant demonstrates Consultant knew prior to the time City disclosed
12 it; or

13 (b) Is or becomes publicly available without breach of this Agreement by
14 Consultant; or

15 (c) A third party who has a right to disclose does so to Consultant without
16 restrictions on further disclosure; or

17 (d) Must be disclosed pursuant to subpoena or court order.

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

21 14. LAW. This Agreement shall be governed by and construed pursuant
22 to the laws of the State of California (except those provisions of California law pertaining
23 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
24 regulations of and obtain such permits, licenses and certificates required by all federal,
25 state and local governmental authorities.

26 15. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
27 constitutes the entire understanding between the parties and supersedes all other
28 agreements, oral or written, with respect to the subject matter herein.

1 16. INDEMNITY. Consultant shall defend, indemnify and hold harmless
2 City, its Boards, Commissions, and their officials, employees and agents from and against
3 all claims, demands, damage, causes of action, proceedings, loss, liability, cost and
4 expense (including reasonable attorney's fees) of any kind whatsoever (collectively
5 "Claims" or individually "Claim"). Claims include allegations and include but are not limited
6 to Claims for property damage, personal injury or death arising in whole or in part from a
7 negligent act or omission of Consultant, its officers, employees, agents, subconsultants or
8 anyone under Consultant's control; misrepresentation; willful misconduct; and Claims
9 relating to workers' compensation. Consultant shall notify City of any Claim within ten (10)
10 days. Likewise, City shall notify Consultant of any Claim, shall tender the defense of such
11 Claim to Consultant, and shall assist Consultant, as may be reasonably requested, in such
12 defense.

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

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

19 19. CHANGES AND EXTRA SERVICES. City may make changes within
20 the general scope of work under this Agreement. Changes shall be in writing and shall
21 state the dollar amount of the change, any adjustment in the time for performance and,
22 when negotiated prices are involved, shall provide for Consultant's signature indicating
23 acceptance. If Consultant estimates that the change will cause an increase or decrease
24 in the cost or time required for performance, Consultant shall so notify City of that fact.
25 Any notification by Consultant shall be provided within ten (10) calendar days from the date
26 of receipt by Consultant of the change order. In addition, Consultant shall notify City when
27 Consultant identifies a condition that may change the initial scope of work or services. All
28 changes shall be deemed part of this Agreement.

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

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

21 21. NOTICES. Any notice or approval required hereunder by either party
22 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
23 class, postage prepaid, addressed to Consultant at the address first stated herein, and to
24 the City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.
25 Notice of change of address shall be given in the same manner as stated herein for other
26 notices. Notice shall be deemed given on the date deposited in the mail or on the date
27 personal delivery is made, whichever occurs first.

28 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

21 24. WAIVER. The acceptance of any services or the payment of any
22 money by City shall not operate as a waiver of any provision of this Agreement, or of any
23 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
24 Agreement shall not constitute a waiver of any other or subsequent breach of this
25 Agreement.

26 25. CONTINUATION. Termination or expiration of this Agreement shall
27 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
28 16, 18, 22 and 28 prior to termination or expiration of this Agreement and shall not

1 extinguish any warranties hereunder.

2 26. TAX REPORTING. As required by federal and state law, City is
3 obligated to and will report the payment of compensation to Consultant on Form 1099-
4 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
5 resulting from payments under this Agreement. Consultant's Employer Identification
6 Number is [REDACTED] If Consultant has a Social Security Number rather than an
7 Employer Identification Number, then Consultant shall submit that Social Security Number
8 in writing to City's Accounts Payable, Department of Financial Management. Consultant
9 acknowledges and agrees that City has no obligation to pay Consultant hereunder until
10 Consultant provides one of the aforesaid Numbers.

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

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

18 29. NO PECULIAR RISK. Consultant acknowledges and agrees that the
19 services to be performed hereunder do not constitute a peculiar risk of bodily harm and
20 that no special precautions are required to perform said services.

21 30. THIRD PARTY BENEFICIARY. This Agreement is intended by the
22 parties to benefit themselves only and is not in any way intended or designed to or entered
23 for the purpose of creating any benefit or right for any person or entity of any kind that is
24 not a party to this Agreement.

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

26 ///

27 ///

28 ///

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

2 OVERLAND, PACIFIC AND CUTLER, INC.,
3 California corporation

4 January 02, 2007

By [Signature]
President
John M. Cutler
(Type or Print Name)

5 January 02, 2007

6 By [Signature]
Secretary
Mark La Bonte
(Type or Print Name)

7 "Consultant"

8 CITY OF LONG BEACH, a municipal corporation

9 1-8-, 2007

10 By [Signature]
City Manager

11 "City"

12 This Agreement is approved as to form on 1/3, 2007.

13 ROBERT E. SHANNON, City Attorney

14 By [Signature]
Deputy

15 LAC:bg

16 06-05809

17 L:\APPS\CtyLaw32\WPDOCS\D007\PO06\00096461.WPD

EXHIBIT “A”

Scope of Work

EXHIBIT "A"

Overland, Pacific & Cutler, Inc.

Proposed Scopes of Service and Per-Case Rate Schedule

Relocation Implementation Services

Consultant will comply with all applicable federal and state laws, rules and regulations relating to relocation assistance and the Agency adopted relocation assistance policies and procedures. The Scope of relocation implementation services includes, but is not limited to, the following:

- A. Conduct the following activities necessary for the effective relocation of *residential occupants*:
1. Conduct personal, on-site interviews of prospective displacees to ascertain relocation housing needs and special requirements.
 2. Inform displaced persons of available relocation assistance services and benefits, and explain relocation process.
 3. Provide displacees with on-going advisory assistance to minimize their hardship, including referrals to and coordination with community service resources, public housing and other public services, as necessary.
 4. Prepare and distribute Informational Statements, Notices of Displacement, 90-Day Notices to Vacate, and other notices, as may be required.
 5. Provide written referrals to replacement housing and physically assist displacees in locating replacement housing.
 6. Prepare replacement housing/down payment assistance entitlement reports for displaced households.
 7. Determine eligibility for and proposed amount of relocation benefits, including moving payments, rental/down payment assistance, and replacement housing payments.
 8. Inspect replacement dwellings to determine if they meet "decent, safe and sanitary" requirements.
 9. Prepare all applicable benefit claim forms, secure claimant's signatures on claim forms, and submit claim forms to Agency for processing and payment.
 10. Monitor the move to replacement site, as necessary.
 11. Transmit benefit checks and other appropriate payments to claimants.
 12. Maintain necessary case documentation and provide Agency with monthly standard status reports.

B. Conduct the following activities necessary for the effective relocation of *non-residential occupants*:

1. Conduct personal, on-site interviews of prospective displacees to ascertain relocation needs and special requirements.
2. Inform displaced businesses of available relocation assistance services and benefits, and explain relocation process.
3. Prepare and distribute Informational Statements, Notices of Displacement, 90-Day Notices to Vacate, and other notices, as may be required.
4. Assist displacees in locating replacement business sites and provide a required number of written referrals to same.
5. Provide on-going advisory assistance to business displacees, including lists of qualified movers and vendors.
6. Prepare specifications for the move and inventory of personal property, insuring thorough coordination with Agency staff and/or legal counsel, that no real property is included on the personal property inventory list.
7. Coordinate the walk-through for a minimum of two bids and move estimates with movers and the displaced business.
8. Monitor the actual move to replacement site and re-establishment activities, as necessary.
9. Determine eligibility for and proposed amount of relocation benefits, including actual and reasonable moving payments, re-establishment payments, and fixed payments.
10. Prepare all applicable benefit claim forms, secure claimant's signatures on claim forms, and submit claim forms to Agency for processing and payment.
11. Transmit benefit checks and other appropriate payments to claimants.
12. Maintain necessary case documentation and provide Agency with monthly standard status reports.

Acquisition Services – Fee Owner

1. Establish and maintain a complete and current record file for each ownership in a form acceptable to the City.
2. Receive and analyze title information, approved appraisal reports and legal descriptions in sufficient detail to negotiate with property owners and other parties.
3. Prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of legal counsel.
4. Present written offer to purchase to the appropriate owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements (as applicable).

5. Notify relocation agent of initiation of negotiations within 2 business days and provide appraisal information, occupant contact information, and tenant information as necessary.
6. Personally negotiate with the property owners (or their appointed representatives) for the purchase of the required property rights.
7. Prepare and assemble acquisition contracts, deeds and related acquisition documents required for the acquisition of necessary property interests. Legal descriptions of partial acquisitions or easements to accompany deeds are not included in this Scope of Work.
8. Follow-up and negotiate with each property owner, as necessary, and submit required justifications in writing to the City for review and approval prior to presentation of any settlement offer to the property owner. Ongoing negotiations will continue for 60 days after the initial offer or until we reach settlement or impasse.
9. Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Originals or copies of all applicable written correspondence will be maintained in files.
10. Prepare an impasse letter for City staff for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest. City will send final letter based on information and circumstances to be provided by OPC.
11. Transmit executed acquisition documents to City as soon as possible; and
 - a) A brief settlement memorandum, which summarizes, explains, and justifies, as applicable, the pertinent data relative to the transaction.

Acquisition Services – Tenant-Interest

1. After the formal offer to purchase is delivered to the underlying property owner, deliver a “tenant notification letter” notifying tenant of their rights in the transaction and informing them of needed quitclaims of interests.
2. Request copy of lease to determine the extent of possessory interest in property to be acquired.
3. Coordinate leasehold value analysis.
4. Participate in and/or facilitate discussions between property owner and tenant regarding apportionment of just compensation, ownership of fixtures and equipment or improvements, and other elements needed to secure tenants voluntary settlement of rights and interests.
5. Prepare purchase agreements and deeds for acquisition of tenants’ rights and property.
6. Present un-apportioned offer to purchase leasehold interest and fixtures and equipment to tenant as may be required to facilitate settlement by eminent domain.

Flat Fee Rates

Unless identified, most fees assume approximately ten cases being assigned at one time. Larger amounts of cases assigned would generally see a reduction in pricing due to associated economies of scale. Likewise, assignments with fewer cases assigned may require an additional fee. Services not listed will be performed hourly based on the above schedule of hourly rates, or upon receipt of a specific task and scope, a fee could be provided. Any subcontracted services will be submitted separately upon specific tasks and scope of work to be assigned.

Acquisition Flat Fees

Acquisition	
Full Take Residential	\$2,900
Full Take Commercial/Industrial	\$3,500
Partial Take – Typical	\$3,500
Acquisition of Tenant Interests (F&E, Leasehold, Goodwill)	\$2,000
Internal Escrows for Part Take & Bulk Sale (1 reconveyance) not including out-of-pocket expenses	\$600

Delays in the project which take the acquisition process past six months, those being represented by legal counsel requiring extraordinary time and/or substantial changes in the required scope of work are items which may result in the revision of the proposed fee.

Relocation Assistance Flat Fees

Relocation Assistance Services	
Relocation Plan - 15 Occupants or less	\$2,750
Relocation Plan - 16+ Occupants	\$275 per occupant
Residential Tenant	\$3,000
Residential Owner	\$3,200
Mobile Home Owner	\$3,500
Business (Small Retail/Office)	\$3,500
Business (Commercial/Industrial/Large Retail)	\$4,500 minimum

For preparation of the Relocation Plan, OPC shall provide the final billing for these services upon completion and submittal of the final document. Any consulting services or advice necessary for an appeal, or to support litigation, such as depositions, pre-trial research and court testimony is not part of the estimated fee and shall be billed hourly at the proposed hourly rate schedule. Delays in the project which take the relocation process past six months, split cases or cases requiring the prorating of benefits, uncooperative occupants or those being represented by legal counsel or relocation representatives requiring extraordinary time and/or substantial changes in the required scope of work are items which may result in the revision of the proposed fee.

Property Management Flat Fees

Property Management	
One Time Set-up Fee	Fixed fee of \$150.00 per occupied unit
Monthly Management Fee	Fixed fee of \$125 per occupied unit, \$25 per vacant unit or \$500 per month, whichever is greater
Subcontracted Services	Cost of Contractor's invoice/wages

Monthly management fees include the collection of monthly rents; preparation and delivery of required notices; collection of keys and verify abandonment; contract for on-going building and ground maintenance; payment of vendor fees and utility bills; and monthly reporting to the Agency. Services for utility disconnection and meter removal, administering of emergency and unsafe condition repairs, contract of board-up and other security services as units become vacant, and meetings with the Agency or Agency representatives will be billed hourly.

Program/Project Management Rates

For Program/Project Management services to meet and/or coordinate with the Agency to discuss the progress of the project, schedule, provide status reports, represent the Agency in meetings with citizen groups, Project Area Committee's, and/or the City/Agency Council and general consulting relative to the project will be billed hourly at the following schedule of hourly rates.

Hourly Rate Schedule

OPC is willing to provide all of the needed acquisition and real estate related services to the City of Long Beach based upon the following hourly rate schedule:

2006 SCHEDULE OF HOURLY RATES OVERLAND, PACIFIC & CUTLER, INC.

Corporate Officer, Regional Director	\$125.00 per hour
Sr. Project Manager	\$115.00 per hour
Project Manager	\$105.00 per hour
Senior Acquisition Consultant	\$ 95.00 per hour
Acquisition Consultant, Analyst	\$ 85.00 per hour
Real Estate Technician/Escrow Officer/Project Support	\$ 60.00 per hour
Secretarial/Clerical	\$ 40.00 per hour

The firm considers photocopying, postage, telephone, facsimile and cellular communication charges as a normal part of doing business. These charges are included in the stated hourly rates. Out-of-pocket expenses, including pre-approved travel and lodging, outside exhibit preparation, requested overnight courier charges, and specialty reproduction will be charged at cost. Subcontracted services (other than those listed above) will also be invoiced at cost.

Any consulting services or advice necessary for appeal, or to support litigation, such as depositions, pre-trial research and court testimony, are not part of our normal fees and shall be invoiced at 1.5 times our hourly rates.

The firm will always provide the most cost effective, appropriate consultant to handle each level of consulting service required to perform the necessary duties.

The above rates are valid for the calendar year 2006. For subsequent calendar years, the above rates will be increased by the CPI increase in the Long Beach/Los Angeles area.



EXHIBIT “B”

City’s Representative is:

Property Services Bureau Manager or designee

EXHIBIT “C”

Materials/Information Furnished: None

**CITY OF LONG BEACH POLICY FOR DISADVANTAGED, MINORITY-OWNED
AND WOMEN-OWNED BUSINESS ENTERPRISES**

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority-Owned and Women-Owned Business Enterprises in all aspects of contracting including construction, the purchase of materials and services, including professional services, leases and the granting of concessions.

EXHIBIT "D"