

**CITY OF WHITTIER
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 7th day of September, 2011, by and between the CITY OF WHITTIER, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "CITY" and PSOMAS with principal offices at 555 South Flower Street, Suite 4400, Los Angeles, CA 90071 hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, CONSULTANT is an Engineering and Land Surveying firm, the principal members of which are fully qualified and registered as required under the laws of the State of California; and

WHEREAS, The CITY retains and employs CONSULTANT to act as such for CITY to perform such consulting services as may be requested of it by the CITY. CONSULTANT accepts the employment and agrees to render such services as CONSULTANT on the terms and conditions hereinstated.; and

WHEREAS, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the requisite experience and background to carry out these duties;

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises hereinabove stated, the parties hereto agree as follows:

1. **SERVICES TO BE PERFORMED**

CITY hereby engages CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the technical and professional services set forth in the scope of services described in Task 1 and Task 2 of the letter proposal dated September 6, 2011, attached hereto as Exhibit "A" and incorporated herein by this reference.

2. **TIME FOR PERFORMANCE**

CONSULTANT shall begin work within ten (5) days following execution of this Agreement by CITY. CONSULTANT shall complete all tasks in accordance with the schedule included in the scope of services.

3. **PERFORMANCE TO SATISFACTION OF CITY**

CONSULTANT agrees to perform all work in the scope of services to the reasonable satisfaction of CITY and within the time hereinafter specified.

If the quality of work is not satisfactory, CITY in its discretion, has the right to:

- a. Meet with CONSULTANT to review the quality of the work and resolve the matters of concern;
- b. Require CONSULTANT to repeat the work at no additional fee until it meets the requirements of the scope of services to the reasonable satisfaction of CITY; and/or
- c. Terminate the Agreement as hereinafter set forth.

4. COMPLIANCE WITH LAW

All services rendered hereunder shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized by or permitted under State or local law to perform such services.

5. FAMILIARITY WITH WORK

By execution of this Agreement, CONSULTANT warrants that

- (1) It has thoroughly investigated and considered the work to be performed, based on all available information.
- (2) It carefully considered how the work should be performed, and
- (3) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement.
- (4) It has the professional and technical competency to perform the work and the production capacity to complete the work in a timely manner with respect to the schedule included in the scope of services.

6. COMPENSATION

A. SERVICES DESCRIBED IN PROPOSAL

For the provision of all services rendered under this Agreement in accordance with the scope of services, attached hereto as Exhibit A and all expenses associated therewith, CITY shall pay CONSULTANT an amount that shall not exceed the authorized amount of \$29,980.00 as set forth in the fee schedule, Exhibit "B" attached hereto, unless the CITY has given specific advance approval in writing.

B. ADDITIONAL SERVICES.

For any additional services, change orders or any additional compensation of any nature to be proposed for payment to CONSULTANT by CITY, such modification of this original Agreement be in the form of a written amendment to the Agreement signed by authorized representatives of both parties.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

C. PAYMENT PROCEDURE.

Progress payments to CONSULTANT, if allowed, shall be in accordance with the fee schedule attached as Exhibit "B". CONSULTANT shall submit invoices to the CITY no more frequently than monthly. When work is to be paid on a "time and materials not to exceed" basis, invoices shall be submitted monthly. When work is to be paid on a "lump sum" basis, progress invoices shall be submitted as tasks are completed as described in Exhibit "B". Within ten (10) working days of receipt of such invoice, CITY shall determine whether CONSULTANT has satisfactorily performed the work described in the invoice. CITY shall thereafter pay CONSULTANT for that work which CITY deems to have been satisfactorily completed.

7. TERMINATION

A. TERMINATION FOR CONVENIENCE.

Either the CITY or the CONSULTANT may terminate this AGREEMENT at any time without cause by giving thirty (30) calendar days written notice to the other of such termination and specifying the effective date thereof. If this AGREEMENT is terminated as provided herein, CONSULTANT will be paid a total amount equal to the service provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

B. TERMINATION FOR CAUSE.

If for any reason, CONSULTANT shall fail to fulfill in a timely and proper manner its obligation under this AGREEMENT, or if

CONSULTANT shall violate any of the covenants or stipulations of this agreement, CITY shall then have the right to terminate this agreement by giving a five (5) calendar day written notice to CONSULTANT. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The CONSULTANT will be paid a total amount equal to the service provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

In the event of termination, CONSULTANT shall immediately stop rendering services under this Agreement unless directed otherwise by CITY, and shall deliver to CITY all plans, data, reports, summaries, floppy disks, and all such other information and materials as CONSULTANT may have accumulated in performing this Agreement.

8. COORDINATION OF WORK

A. Selection of Representatives

The following principal(s) of CONSULTANT are hereby designated as the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and to make all decisions in connection therewith:

<u>Matthew J. Rowe, PLS</u>	<u>Vice President</u>
Representative	Title
_____	_____
Representative	Title

The foregoing principal(s) may not be changed by CONSULTANT without the express written approval of CITY.

B. Contract Officer

The Contract Officer shall be the Director of Public Works, or such other person as designated by the City Manager of the City. It shall be the CONSULTANT's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the CONSULTANT shall refer any decision which must be made by CITY to the Contract Officer. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the Contract Officer.

9. INDEPENDENT CONTRACTOR

A. CONSULTANT Status

CONSULTANT is an independent contractor and not an employee of CITY. Neither CITY nor any of its employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as herein set forth and, CONSULTANT expressly warrants not to, in any time or in any manner, represent that CONSULTANT, or any of CONSULTANT's officers, employees or agents, are in any manner officers, employees, or agents of CITY. It is distinctly understood that said CONSULTANT is and shall at all times remain as to the CITY a wholly independent CONSULTANT, and that CONSULTANT's obligations to the CITY are solely such as are prescribed by this Agreement.

B. CONSULTANT's Personal Services - Inducement

This Agreement contemplates that the CONSULTANT's personal services and those of CONSULTANT's officers, employees, and agents are a substantial inducement to the CITY for entering into this Agreement. CONSULTANT may not assign any interest in this Agreement, except upon written consent of CITY.

Furthermore, unless expressly provided otherwise in CONSULTANT's proposal, CONSULTANT shall not subcontract any portion of the performance contemplated under this Agreement without the prior written approval of the CITY. Nothing in this Agreement shall be construed as preventing CONSULTANT from employing as many employees as CONSULTANT deems necessary for the proper and efficient execution of this Agreement.

10. PERS ELIGIBILITY INDEMNITY.

In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, CONSULTANT shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

11. INDEMNITY

CONSULTANT hereby agrees to protect, indemnify and hold CITY and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees and other expenses incurred by the CITY arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the CITY, death or damages to property (including property of the CITY) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of the negligence, recklessness or willful misconduct of CONSULTANT in the performance of its services under this Agreement. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the CITY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from CONSULTANT'S negligent performance hereunder.

12. INSURANCE

Throughout the term of this Agreement, CONSULTANT shall procure and maintain, at its own cost, the insurance as described in Exhibit "C", "Insurance Requirements".

13. MISCELLANEOUS

A. Ownership of Documents

All deliverables described in the scope of services shall be the property of CITY and shall be delivered to CITY upon completion or termination of this Agreement. All hard copy documents and information in electronic files that are assembled or prepared by CONSULTANT shall be made available to CITY upon request to review or to copy, and CITY shall reimburse CONSULTANT for actual cost of reproduction of documents not included as deliverables in the

scope of services. Copies and said documents and electronic information may be retained by CONSULTANT, but shall not be made available by CONSULTANT to any individual or organization without the prior written approval of CITY, except as required by law.

B. Notices

Any notices to be given under this Agreement shall be given by enclosing the same in the sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as follows:

CITY:

CONSULTANT:

CITY OF WHITTIER
13230 Penn Street
Whittier, CA 90602
Attn: CITY CLERK-TREASURER

C. Enforcement of Agreement

This Agreement shall be construed and interpreted as to both validity, and performance of the parties, in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and CONSULTANT covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

D. Disputes

In the event of any dispute arising under this Agreement, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim therefor.

The injured Party shall continue performing its obligations hereunder so long as the injuring Party cures any default within ninety (90) days after service of the notice, or if the cure of the default is commenced within thirty (30) days after service of said notice and is cured within a reasonable time after commencement; provided that, if the default is an immediate danger to the health, safety and general welfare, the CITY may take immediate action. Compliance with the provisions of this Section shall be a condition precedent to any legal action, and such compliance shall not be a waiver of any Party's right to take legal action in the event that the dispute is not cured.

E. Waiver

No delay or omission in the exercise of any right or remedy of a nondefaulting Party on any default shall impair such right or remedy or be construed as a waiver. CITY's consent or approval of any act by CONSULTANT requiring CITY's consent to or approval of any subsequent act of CONSULTANT or any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

F. Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

G. Attorney's Fees

If either Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs of suit from the losing Party.

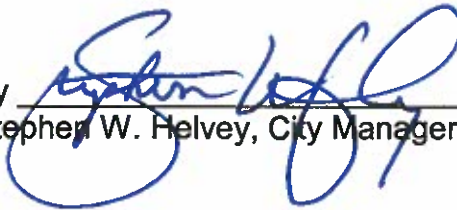
H. Integration

This Agreement, together with attached Exhibits identified herein supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

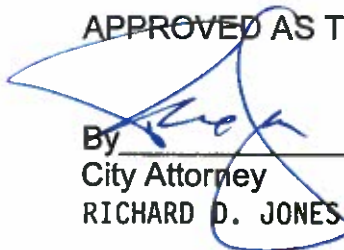
CITY OF WHITTIER

By  9-8-11
Stephen W. Helvey, City Manager /Date

ATTEST:

By  9-9-11
Kathryn A. Marshall, City Clerk-Treasurer /Date

APPROVED AS TO FORM:

By  9-9-11
City Attorney /Date
RICHARD D. JONES

CONSULTANT:

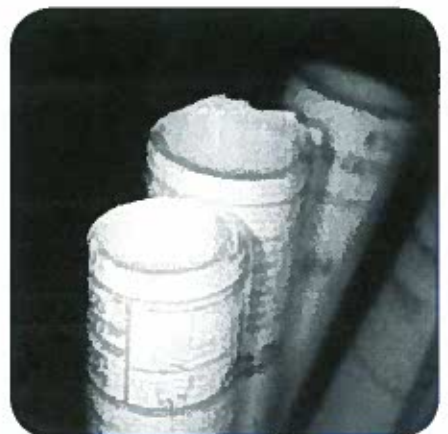
By  9-7-11
Matthew J. Rowe /Date
Vice President

PSOMAS

PRESENTED TO THE
 CITY OF WHITTIER
DEPARTMENT OF PUBLIC WORKS

PROPOSAL TO PROVIDE A
**GIS-Based Land
Management System**

SUBMITTED ON
September 6, 2011





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September 6, 2011

Mr. David Pelser, PE
Director of Public Works
CITY OF WHITTIER
13230 Penn Street
Whittier, CA 90602

Subject: GIS-Based Land Management System for the City of Whittier

Dear Mr. Pelser:

Psomas is pleased to submit a proposal to provide Survey and GIS Services to the City of Whittier. This proposal represents our understanding of your needs at this time. Please refer to our Statement of Qualifications sent earlier under separate cover.

Assuring accurate property boundaries for the Proposition A parcels is critical to advancing the City's initiative for mineral extraction. Validated, precise boundary mapping in Geographic Information Systems (GIS) will support project decisions and avoid delays and challenges that could be caused by inaccuracies of existing records.

Psomas understands the City's need for property boundary mapping and delivery in GIS format to be compliant with the City GIS program. Our proposed project team has successfully completed similar assignments for other public agencies. Our process, methods and quality control ensures the information we provide is accurate and complete.

Founded in 1946 as a land surveying firm, Psomas has the largest survey operation on the West Coast. Our client list includes most City and County agencies in Southern California as well as involvement in most of the major private developments. This has enabled Psomas to maintain our leading position, with 10 survey crew chiefs stationed out of our Los Angeles office alone! This ensures we have the resources to meet your project schedules.

We're not only recognized as one of California's premier survey firms, we're also a leader in GIS. In fact, Psomas was one of the first private companies on the west coast to utilize GIS.

555 South Flower Street
Suite 4400
Los Angeles, CA 90071-2416

Tel 213.223.1400
Fax 213.223.1444
www.psomas.com

Page 2 of 2

Mr. David Pelser, PE

September 6, 2011

GIS – Based Land Management System for the City of Whittier

I will act as the Principal-in-Charge for this endeavor out of our downtown Los Angeles office. I have assembled a seasoned and experienced team that will be led by **Craig Gooch** for the GIS effort and **John Chiappe, PLS** for the survey effort. Under these gentlemen will be the office and field staff, comprised of 20 professionals in the office and 10 field crews. Psomas has an extensive range of staff, equipment, and software available to the project as noted in the afore mentioned Statement of Qualifications. None of this work will be outsourced.

We look forward to bringing this project to a successful conclusion for you and invite any inquiries you might have.

Sincerely,

P S O M A S



Matthew J. Rowe, PLS
Vice President



Project Understanding

It is our understanding that the City of Whittier is in need of both Survey and Geographic Information Systems (GIS) services in support of the preparation of a GIS-Based Land Management System. The area of immediate interest is the City-owned property in the Whittier Hills and generally defined by Exhibit A to the City of Whittier 2008 Oil, Gas and Mineral Lease with Matrix Oil Company.

Based on our meeting last week, we have identified the following steps that will need to be taken.

Inventory Development

Develop an inventory of all existing data (surveys, topography, reports, legal descriptions, mapping, etc.) along with the source of that data and the media in which it is presented. Based on our initial meeting, it appears that the vast majority of the base data has been obtained from the County of Los Angeles including, but not limited to, section lines, assessor's parcels, City/County limit lines, topography, digital orthophotos and street right-of-way maps. Our intent at this time is to maintain the integrity of both the vertical and horizontal datums of that County data and build on them. This inventory will also include data obtained by the City including, but not limited to, lease agreements, Proposition A-funded open spaces, habitat preserves, records of survey, easements, deeds, council reports, environmental information and other like material pertinent to the project. This will also involve determining the GIS infrastructure that will make the most efficient use of the existing data yet be flexible enough to easily build on with new, additional data.

Document Familiarization

Next, we will familiarize ourselves with the various documents noted above. This will involve reviewing the various lease agreements and the accompanying legal descriptions within these lease agreements in order to substantiate, without a doubt, the locations of the leases. This will also involve reviewing the locations of the various property and/or lease lines. We will concentrate on the area noted as areas A - F on the attached Exhibit A. It is important to note though, that all work within this Scope of Services will involve the use of record survey data as opposed to survey data obtained through the use of field survey methods. If it is determined that the resolution of a particular issue requires the use of a field survey, it will be brought to the City's attention and dealt with separately.

Set Up Psomas GIS

This task will load GIS data and scanned documents obtained from the City. The GIS database will be used as reference by the Psomas Project Team for project planning, evaluation of data results, assist in quality control, to produce map exhibits, and as a medium for final GIS deliverables to the City.



Map Property Boundaries

The next step will be to map parcel boundaries using record documents and ties to survey control. All line work will be computed using coordinate geometry (COGO) to verify GIS mapping lines are consistent with record documents. Parcel closure will be confirmed to 1:10,000. Any conflicts in boundary definitions will be investigated by reviewing adjacent parcel boundary definitions. A mapping quality memorandum will be provided to the city addressing all closure tolerances and any anomalies discovered. Mapping will be prioritized first around the landfill area, then to include the total project area.

Parcel Adjustments

The resulting parcel boundaries will be adjusted to survey control points and evaluated against the existing County parcel GIS maps, control points of record, and orthophotos. Anomalies will be noted; however, no adjustments to the precise parcel boundaries mapped in COGO are expected as a result of this analysis. The City limit boundary that is adjacent to the project area will be mapped based on the annexation legal descriptions. The goal of this task is to confirm the consistency of the current City boundary with regards to the project area parcels.

Exhibit A Revision

Once we are confident that we have accurately plotted the various underlying maps and leases, we will revise and submit the Exhibit A of the Matrix Oil, Gas and Mineral Lease. We will note the proper inclusion/exclusion of properties and the true and correct positions of property lines. We would also be ready at this point to prepare other detailed exhibit maps noting various boundaries and acreages as needed.

Upon request, we can perform the following:

- ▶ Prepare various Exhibit Maps and Legal Descriptions as required.
- ▶ Assist with Title Searches.
- ▶ Perform boundary surveys and prepare/record records of survey.
- ▶ Assist the City with expert witness testimony as needed.



Scope of Work

The following describes in more detail our approach and the scope of tasks to be provided to the City of Whittier for a GIS-Based Land Management System. It is important to note that this process will involve the incorporation of City comments on draft submittals into the final deliverable.

The other item of note is that the deliverable products Psomas will be providing will be in a format conducive to the City's existing CAD and GIS infrastructure. We will provide maps that will be in either PDF or AutoCAD format, as well as ArcGIS files that can be viewed in ArcView, ArcGIS or set up to view in Geocortex. The GIS files will be layered in a manner consistent with what the City currently has in place.

Task 1

Set-Up Psomas GIS for project mapping and document control.

Generally, Task 1 will involve the gathering of and creating an inventory for the various data sets of information. This inventory is more fully explained under Project Understanding under 'Inventory Development' and 'Set Up Psomas GIS'.

While it is not necessary to complete Task 1 prior to commencing with Tasks 2 - 5, it will reduce the chances of having to re-calculate adjacent parcels if Task 1 is completed in its entirety prior to starting with Task 2.

Deliverables

- ▶ AutoCAD/PDF boundary maps
- ▶ ArcGIS boundary maps (Geodatabase)
- ▶ GIS Layering

Task 2

Prepare Mapping and Database for potential Prop A mitigation sites, specifically Areas A-F on the attached figure, Exhibit A.

Tasks 2 - 5 will pick up from Task 1 and involve several steps. This will include familiarizing ourselves with the pertinent underlying documents and proofing these documents against the current location and configuration. The proofing is performed in the AutoCAD environment through a COGO process where we calculate each individual parcel's legal description. Once completed, this AutoCAD file is converted into GIS. The layering to be used will include orthophotos, County parcels, new COGO parcels, topographic maps, legal descriptions, deeds and various other documents and this list will most likely grow. Each parcel created will then be linked (or identified) by number with its particular description or deed that created it. If there are multiple descriptions within an individual deed, each sub-area will have its own parcel identification.



Deliverables

- ▶ AutoCAD/PDF boundary maps
- ▶ ArcGIS boundary maps (Geodatabase)
- ▶ ArcGIS mxd files for each exhibit

Task 3

Prepare Mapping and Database for parcels surrounding the Landfill, specifically Areas 1-10 on the attached figure, Exhibit A.

Deliverables

- ▶ AutoCAD/PDF boundary maps
- ▶ ArcGIS boundary maps (Geodatabase)
- ▶ ArcGIS mxd files for each exhibit

Task 4

Prepare Detailed Exhibit Map for the 2008 Mineral Extraction Lease with Matrix/Clayton Williams.

Deliverables

- ▶ AutoCAD/PDF boundary maps
- ▶ ArcGIS boundary maps (Geodatabase)
- ▶ ArcGIS mxd files for each exhibit

Task 5

Prepare Mapping and Database for remaining Areas 11-18 on attached figure, Exhibit A.

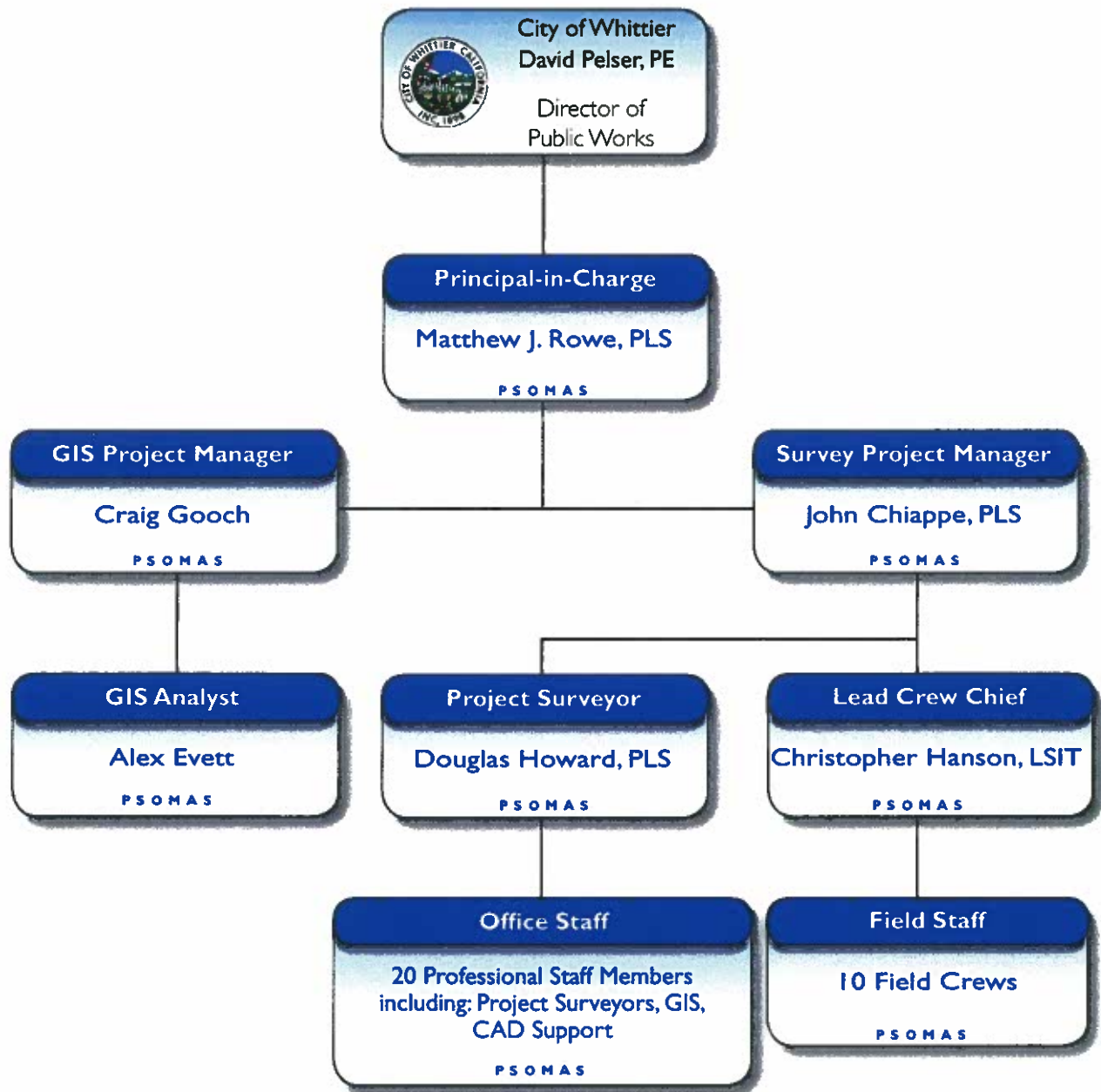
Deliverables

- ▶ AutoCAD/PDF boundary maps
- ▶ ArcGIS boundary maps (Geodatabase)
- ▶ ArcGIS mxd files for each exhibit



Project Team

The organizational chart below indicates the key personnel available for your project. The team is organized to quickly respond and manage multiple projects for the City.





Matthew J. Rowe, PLS

Vice President/Principal-in-Charge



Education

1983/Bachelor of Science/
California State University,
Fresno, CA

Affiliations

California Land Surveyors
Association, Los Angeles Chapter

Registration

Professional Land Surveyor/CA
#5810

Experience

With Psomas for 28 years;
with other firms for 1 year

Mr. Rowe has 29 years of professional surveying experience including design, large-scale, and ALTA surveys (both single-site and multi-site, as well as multi-state), and record mapping (including many 3-dimensional maps). He has coordinated, managed, and supervised a multitude of projects that have included the services of field survey, aerial photogrammetric mapping, digital orthophotos, utility surveys, title report review, boundary analysis, and preparation of maps and exhibits.

In addition to survey management, Mr. Rowe also instructs employees of major law firms and title insurance companies in the process of the ALTA survey. His seminar features the components of ALTA/ACSM Land Title surveys, the ALTA process and legal requirements, legal descriptions and some of the associated pitfalls, as well as instruction on interpreting information from an ALTA survey.

Project Experience

Playa Vista, Los Angeles, CA: The Playa Vista property encompasses over 1,087 acres at the western edge of Los Angeles. Psomas survey staff prepared ALTA surveys, design/topographic surveys (aerial and conventional), route surveying, subdivision mapping (tract and parcel maps), preparation of land descriptions and exhibits, and construction staking.

Los Angeles World Airports (LAWA), Los Angeles, CA: Psomas has provided a multitude of survey-related tasks for LAWA on all four City of Los Angeles owned airports at LAX, Ontario, Van Nuys and Palmdale, with the bulk of that work being at LAX.

Los Angeles Community College District (LACCD), Los Angeles, CA: The passage of Proposition A by California voters allocated \$1.2 billion dollars for upgrades, restoration, and improvements for the nine Los Angeles Community College District campuses. Psomas has been involved since the beginning of the Proposition A program, providing engineering, survey, and support services to all of the campuses.

Santa Monica Malibu Unified School District, CA: Psomas managed the process of providing all of the survey support for 15 school campuses within the district boundary, including Santa Monica High School. This support includes aerial mapping, design surveys, boundary establishments, utility mapping, legal description preparation and various survey-related tasks that arose.

Alameda Corridor, CA: Psomas supported the Ports of Los Angeles and Long Beach in their efforts to acquire land from Southern Pacific and Union Pacific Railroads for the construction of the corridor, a 20-mile double-tracked railroad line. Psomas continues as the Ports' Chief Surveyor for right-of-way engineering and surveying services.



John Chiappe, PLS

Survey Project Manager



Education

1992/Bachelor of Science/
California State University,
Fresno, CA

Affiliations

American Congress on Surveying
and Mapping
California Land Surveyors
Association
Hawaii Association of Land
Surveyors

Registration

Professional Land Surveyor/CA
#7230

Experience

With Psomas for 16 years;
with other firms for 7 years

Mr. Chiappe brings 23 years of experience in surveying and mapping to Psomas. He is responsible for the daily production of survey staff and CAD drafters on major land surveying and mapping projects. Mr. Chiappe specializes in the preparation of ALTA/ACSM surveys, architectural surveys, topography surveys, GPS surveys, aerial surveys, boundary surveys, utility surveys, right-of-way planning, tract maps and records of survey maps.

Project Experience

Santa Monica Malibu Unified School District, Santa Monica, CA: As Project Manager, he managed the process of providing all of the survey support for 15 school campuses within the district boundary, including Santa Monica High School. This support includes aerial mapping, design surveys, boundary establishments, utility mapping, legal description preparation and various survey-related tasks that arose.

Los Angeles Unified School District ALTA Surveys, Los Angeles, CA: Project Manager responsible for the preparation of two ALTA surveys for the school district for sites on Lacy Street and Garey Street. Both sites are to be purchased by LAUSD for expansion of support services.

Los Angeles Community College District (LACCD), Los Angeles, CA: The passage of Proposition A by California voters allocated \$1.2 billion dollars for upgrades, restoration, and improvements for the nine Los Angeles Community College District campuses. Psomas has been involved since the beginning of the Proposition A program, providing engineering, survey, and support services to all of the campuses.

Playa Vista, Los Angeles, CA: Project Manager responsible for all pre-construction survey related aspects of the project. This included on-site surveys, final maps, off-site traffic mitigation surveys, and Statewide Transportation Improvement Plan (STIP) surveying aspects related to the Playa Vista Development. The off-site intersections included work within the cities of Culver City, Los Angeles and Santa Monica. Environmental surveys were also supported.

Staples Arena, Los Angeles, CA: Project Manager responsible for surveying services for this large sports arena in downtown Los Angeles included ALTA surveys, infrastructure mapping and analysis, and construction staking. Entitlement services related to land use approvals were also coordinated.



Craig Gooch

GIS Project Manager



Education

1978/Bachelor of Science/
Geography/University of
California, Riverside

Affiliations

California Geographic
Information Association, Past
Chairman and Founding Director

Geospatial Information
Technology Association (GITA)
Urban and Regional Information
Systems Association (URISA)
Bay Area Automated Mapping
Association (BAMMA)

Member Project Management
Institute

Key Skills

Enterprise Technology Strategy
Planning

Business Process Analysis and
Redefinition

Program Management

Meeting Facilitation

Management Consulting

Experience

With Psomas for 17 years;
with other firms for 17 years

Mr. Gooch leads the Information Technology Consulting Team at Psomas. He provides consulting services supporting development and integration of information systems including GIS. He specializes in enterprise GIS implementation, organizational consulting, and requirements analysis.

Mr. Gooch has 34 years of experience developing and implementing Geographic Information Systems. His expertise is in designing and managing the implementation of solutions for government and utility geographic information management. Mr. Gooch has designed, developed, and managed many GIS systems including project level, departmental, enterprise-wide, and regional cooperative programs.

Mr. Gooch's broad experience covers all aspects of GIS implementation. His strength as a consultant is in his ability to effectively communicate with technical staff and management groups. The GIS consulting services that Mr. Gooch excels in includes helping organizations define requirements and strategies, developing consensus among project stakeholders, cost benefit analysis, contractor negotiations and management, and administrative program oversight.

Prior to joining Psomas, Mr. Gooch was the GIS practice leader for an international information systems consulting firm. His assignments included management of the GIS for a regional transportation agency and performing business process re-engineering planning for other public and private sector organizations in the western United States.

Mr. Gooch was the founding director and managed the San Bernardino County Geographic Information Management System group. This group was responsible for the development and operation of an enterprise GIS program serving county, city, utility, and private sector clients.

Mr. Gooch is a well-known industry leader who actively participates in professional organizations advancing the GIS profession.

Project Experience

Project Management and Consulting Services, Simi Valley, CA: Principal Consultant overseeing the implementation of comprehensive GIS, facility maintenance management, and permitting system by other data conversion vendors. Primary role was to provide management oversight of consultant team as an independent program advisor to the City.

Enterprise GIS Strategic Plan, Sacramento, CA: Project Director and Strategy Consultant for enterprise GIS needs assessment, strategic and tactical planning, fiscal analysis, and executive committee facilitator.



Craig Gooch
(continued)

Enterprise GIS Implementation, Citrus Heights, CA: Senior consultant responsible for planning and direction of an enterprise GIS consisting of web-based GIS integrated with document imaging, permitting, business licenses, service requests, and spatial data updated and coordinated with Sacramento County.

Master Address Database Development, Glendale, CA: Principal-in-Charge responsible for overseeing design of enterprise address data model, deployment of web based GIS, and collection of addresses through field inspection.

GIS Georeferenced Landbase, Huntington Beach, CA: Project Manager responsible for development of a high-resolution GIS consisting of digital orthophotos, cadastral data, water, sewer, and stormwater utilities, and planning data using GPS for precision mapping input.

Regional GIS Network, Southern California Association of Governments, CA: Project Manager responsible for the design, implementation, and project management of desktop GIS program and Internet framework to improve coordinated regional planning for 190 cities.

Metropolitan Transportation Authority, Los Angeles County, CA: GIS implementation planning and program management serving multi-modal transportation planning projects agency wide.

Street Sign Asset Management System, West Hollywood, CA: Project Manager for the development of an automated street sign management system. Developed field data collection system integrated with GIS and a barcode system for asset inventory and maintenance.

Northridge Earthquake Recovery, Los Angeles, CA: Project Manager responsible for this fast-track GIS implementation, supporting building demolition and debris removal over an 18-month period. One application required the integration of GIS events with over 100,000 digital photographs as a requirement for cost reimbursement with FEMA.

Web-based Metadata Management System, California Geographic Information Association (CGIA): As CGIA Chairman and Project Manager, coordinated with CERES to develop a statewide metadata clearinghouse integrated with the National Spatial Data Infrastructure.

Additional Experience

- ▶ Countywide GIS Vision and Strategy, San Bernardino, CA
- ▶ Enterprise GIS Strategic Plan, Fontana, CA
- ▶ GIS Cooperative Strategic Plan, Sacramento, CA
- ▶ GIS Strategic Plan, Palo Alto, CA
- ▶ Southern Alameda County GIS Consortium Project, Alameda County, CA



PSOMAS

Whittier CA Oil Lease Mapping GIS-Based Land Management System

Please note that budgets for Tasks 3 - 5 will be submitted when requested.

WORK BREAKDOWN	FIELD SURVEY CREW HOURS			PROFESSIONAL AND TECHNICAL OFFICE SUPPORT					TOTALS	TOTALS
Description	2-Person Crew	Principal-In-Charge	Project Manager	Project Surveyor	Surveyor	Assistant Surveyor	Cad/GIS	Project Assistant	Total Man Hours	Sub Labor Costs
Task 1 - Set-up Psomas GIS for project management and document control										
Team Meetings	5		2						7	\$ 1,455.00
Project Management			10					2	12	\$ 2,080.00
Develop Inventory				40					40	\$ 6,200.00
Document Familiarization										\$ -
GIS Set-up							70		70	\$ 7,700.00
Sub-totals:									129	\$ 17,435.00
Deliverables:										
AutoCAD Boundary Maps										
ArcGIS Boundary Maps (Geodatabase)										
Task 2 - Prepare Mapping and Database for potential Prop A mitigation sites, specifically Areas A-F on the attached figure										
Team Meetings	5		4						9	\$ 1,835.00
Project Management			8					2	10	\$ 1,700.00
Document Familiarization				8	6				14	\$ 2,020.00
Revise, as needed, Lease locations				4	2	6	12		24	\$ 2,880.00
Incorporate City Comments				4			6		10	\$ 1,280.00
QA/QC			8	6					14	\$ 2,450.00
Sub-totals:									81	\$ 12,145.00
Deliverables:										
AutoCAD Boundary Maps										
ArcGIS Boundary Maps (Geodatabase)										
ArcGIS Mxd Files for Each Exhibit										
Task 3 - Prepare Mapping and Database for parcels surrounding the Landfill, especially Areas 1- 10 on the attached figure										
Team Meetings	5		4						9	
Project Management			8					2	10	
Document Familiarization				10	8				18	
Revise, as needed, Lease locations				6	2	6	16		30	
Incorporate City Comments				6			8		14	
QA/QC			10	6					16	
Sub-totals:									97	n/a
Deliverables:										
AutoCAD Boundary Maps										
ArcGIS Boundary Maps (Geodatabase)										
ArcGIS Mxd Files for Each Exhibit										
Task 4 - Prepare Detailed Exhibit Map for the 2008 Mineral Extraction Lease with Matrix/Clayton Williams										
Team Meetings	5		4						9	
Project Management			8					2	10	
Document Familiarization				15	10				25	
Revise, as needed, Lease locations				6	4	10	16		36	
Incorporate City Comments				6			8		14	
QA/QC			10	6					16	
Sub-totals:									110	n/a
Deliverables:										
AutoCAD Boundary Maps										
ArcGIS Boundary Maps (Geodatabase)										
ArcGIS Mxd Files for Each Exhibit										
Task 5 - Prepare Mapping and Database for remaining Areas 11-16 on attached figure										
Team Meetings	5		4						9	
Project Management			8					2	10	
Document Familiarization				10	8				18	
Revise, as needed, Lease locations				6	2	6	16		30	
Incorporate City Comments				6			8		14	
QA/QC			10	6					16	
Sub-totals:									97	n/a
Deliverables:										
AutoCAD Boundary Maps										
ArcGIS Boundary Maps (Geodatabase)										
ArcGIS Mxd Files for Each Exhibit										
TOTAL MAN HOURS										
Labor or Cost Classification	10	32	62	8	6	88	4	210		\$ 29,580.00
	Hourly Rate	Total Man Hours	Percent of Total Hrs.					Total Costs		
2-person crew	\$245.00									
Principal-In-Charge	\$215.00	10.0 Hrs.	4.8%					\$2,150.00		
Project Manager	\$190.00	32.0 Hrs.	15.2%					\$6,080.00		
Project Surveyor	\$155.00	62.0 Hrs.	29.5%					\$9,610.00		
Surveyor	\$130.00	8.0 Hrs.	3.8%					\$1,040.00		
Assistant Surveyor	\$110.00	6.0 Hrs.	2.9%					\$660.00		
Cad/GIS	\$110.00	88.0 Hrs.	41.9%					\$9,680.00		
Project Administrator / Assistant	\$90.00	4.0 Hrs.	1.9%					\$360.00		
Total Direct Labor		210.0 Hrs.	100.0%					\$29,580.00		
Deliverable Fees								\$400.00		
Total Other Direct Costs								\$400.00		
Total Estimated Task Costs									\$29,980.00	

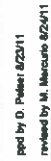


Schedule

Psomas' schedule projecting the completion of the required work is below:

	<i>Week 1</i>	<i>Week 2</i>	<i>Week 3</i>	<i>Week 4</i>	<i>Week 5</i>
Task 1					
Task 2					

 = *duration*





PSOMAS



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EXHIBIT "B"
FEE SCHEDULE

Task 1 and Task 2 shall be paid on a time and materials basis, not to exceed \$29,980 total payment for Task 1 and Task 2. Additional tasks described in the scope of services in Exhibit "A" are not authorized at this time.

EXHIBIT "C"

INSURANCE REQUIREMENTS

The CONSULTANT shall maintain throughout the duration of the term of the Agreement, liability insurance covering the CONSULTANT and, with the exception of Professional Liability Insurance, and Worker's Compensation Insurance, designating CITY including its elected or appointed officials, directors, officers, agents, employees, and volunteers as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the CONSULTANT's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the CONSULTANT's insurance policies shall be primary as respects any claims related to or as the result of the CONSULTANT's work. Any insurance, pooled coverage, or self-insurance maintained by the CITY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or CONSULTANTS shall be non-contributory.

Professional Liability Insurance	\$1,000,000/\$2,000,000
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General Liability:

a.	General Aggregate	\$2,000,000
b.	Products Comp/Op Aggregate	\$2,000,000
c.	Personal & Advertising Injury	\$1,000,000
d.	Each Occurrence	\$1,000,000
e.	Fire Damage (any one fire)	\$ 50,000
f.	Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	\$1,000,000
c.	EL Disease - Policy Limit	\$1,000,000
d.	EL Disease - Each Employee	\$1,000,000

Automobile Liability

a.	Any vehicle, combined single limit	\$1,000,000
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The CONSULTANT shall provide thirty (30) days advance notice to CITY in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to CITY thirty (30) days after the effective date of this Agreement, and no payments for services provided by CONSULTANT under this agreement shall be made by CITY until it is in receipt of said certificates. Refusal to submit such certificates shall constitute a material breach of this

Agreement entitling CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, CITY shall have the right but not the duty to obtain replacement insurance and to charge the CONSULTANT for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the CONSULTANT.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by CITY's Risk Manager. CONSULTANT shall immediately advise CITY of any litigation that may affect these insurance policies.