

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 AGREEMENT

2 **31923**

3 THIS AGREEMENT is made and entered, in duplicate, as of September 3,  
4 2010 for reference purposes only, pursuant to a minute order adopted by the City Council  
5 of the City of Long Beach at its meeting on August 17, 2010, by and between HDR  
6 ENGINEERING, INC., a Nebraska corporation, with a place of business at 3230 El  
7 Camino Real, Suite 200, Irvine, California 92602-1377 ("Consultant"), and the CITY OF  
8 LONG BEACH, a municipal corporation ("City").

9 WHEREAS, the City requires specialized services requiring unique skills to  
10 be performed in connection with As-Needed Engineering Consulting Services ("Project");  
11 and

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

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

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

21 1. SCOPE OF WORK OR SERVICES.

22 A. Consultant shall furnish specialized services more particularly  
23 described in Exhibit "A", attached to this Agreement and incorporated by this  
24 reference, in accordance with the standards of the profession, and City shall pay  
25 for these services in the manner described below, not to exceed Eight Hundred  
26 Seventy-Five Thousand Dollars (\$875,000), at the rates or charges shown in  
27 Exhibit "B".

28 B. Consultant may select the time and place of performance for

1 these services provided, however, that access to City documents, records, and the  
2 like, if needed by Consultant, shall be available only during City's normal business  
3 hours and provided that milestones for performance, if any, are met.

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

18 D. Consultant represents that Consultant has obtained all  
19 necessary information on conditions and circumstances that may affect its  
20 performance and has conducted site visits, if necessary.

21 E. CAUTION: Consultant shall not begin work until this  
22 Agreement has been signed by both parties and until Consultant's evidence of  
23 insurance has been delivered to and approved by the City.

24 2. TERM. The term of this Agreement shall commence at midnight on  
25 September 15, 2010, and shall terminate at 11:59 p.m. on September 14, 2013, unless  
26 sooner terminated as provided in this Agreement, or unless the services or the Project is  
27 completed sooner.

28 3. COORDINATION AND ORGANIZATION.

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

9           B.     The parties acknowledge that a substantial inducement to City  
10 for entering this Agreement was and is the reputation and skill of Consultant's key  
11 employee, Steven R. Leathers. City shall have the right to approve any person  
12 proposed by Consultant to replace that key employee.

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

26           5.     INSURANCE.

27           A.     As a condition precedent to the effectiveness of this  
28 Agreement, Consultant shall procure and maintain, at Consultant's expense for the

1 duration of this Agreement, from insurance companies that are admitted to write  
2 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
3 Company or from authorized non-admitted insurance companies subject to  
4 Section 1763 of the California Insurance Code and that have ratings of or  
5 equivalent to A:VIII by A.M. Best Company the following insurance:

6 (a) Commercial general liability insurance (equivalent in scope to  
7 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
8 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
9 coverage shall include but not be limited to broad form contractual liability,  
10 cross liability, independent contractors liability, and products and  
11 completed operations liability. The City, its boards and commissions, and  
12 their officials, employees and agents shall be named as additional  
13 insureds by endorsement (on City's endorsement form or on an  
14 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20  
15 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33  
16 07 04 and CG 20 37 07 04), and this insurance shall contain no special  
17 limitations on the scope of protection given to the City, its boards and  
18 commissions, and their officials, employees and agents. This policy shall  
19 be endorsed to state that the insurer waives its right of subrogation  
20 against City, its boards and commissions, and their officials, employees  
21 and agents.

22 (b) Workers' Compensation insurance as required by the California  
23 Labor Code and employer's liability insurance in an amount not less than  
24 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
25 its right of subrogation against City, its boards and commissions, and their  
26 officials, employees and agents.

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

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

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

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

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

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

F. Prior to the start of performance, Consultant shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency

1 and form. In addition, Consultant, shall, within thirty (30) days after expiration of  
2 the insurance, furnish to City certificates of insurance and endorsements  
3 evidencing renewal of the insurance. City reserves the right to require complete  
4 certified copies of all policies of Consultant and Consultant's subconsultants and  
5 contractors, at any time. Consultant shall make available to City's Risk Manager  
6 or designee all books, records and other information relating to this insurance,  
7 during normal business hours.

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

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

18 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
19 contemplates the personal services of Consultant and Consultant's employees, and the  
20 parties acknowledge that a substantial inducement to City for entering this Agreement  
21 was and is the professional reputation and competence of Consultant and Consultant's  
22 employees. Consultant shall not assign its rights or delegate its duties under this  
23 Agreement, or any interest in this Agreement, or any portion of it, without the prior  
24 approval of City, except that Consultant may with the prior approval of the City Manager  
25 of City, assign any moneys due or to become due the Consultant under this Agreement.  
26 Any attempted assignment or delegation shall be void, and any assignee or delegate  
27 shall acquire no right or interest by reason of an attempted assignment or delegation.  
28 Furthermore, Consultant shall not subcontract any portion of its performance without the

1 prior approval of the City Manager or designee, or substitute an approved subconsultant  
2 or contractor without approval prior to the substitution. Nothing stated in this Section  
3 shall prevent Consultant from employing as many employees as Consultant deems  
4 necessary for performance of this Agreement.

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

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

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

26 10. TERMINATION. Either party shall have the right to terminate this  
27 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
28 prior notice to the other party. In the event of termination under this Section, City shall

1 pay Consultant for services satisfactorily performed and costs incurred up to the effective  
2 date of termination for which Consultant has not been previously paid. The procedures  
3 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
4 termination, Consultant shall deliver to City all Data developed or accumulated in the  
5 performance of this Agreement, whether in draft or final form, or in process. And,  
6 Consultant acknowledges and agrees that City's obligation to make final payment is  
7 conditioned on Consultant's delivery of the Data to the City.

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

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

23 13. ADDITIONAL COSTS AND REDESIGN.

24 A. Any costs incurred by the City due to Consultant's failure to  
25 meet the standards required by the scope of work or Consultant's failure to  
26 perform fully the tasks described in the scope of work which, in either case,  
27 causes the City to request that Consultant perform again all or part of the Scope of  
28 Work shall be at the sole cost of Consultant and City shall not pay any additional



1 compensation to Consultant for its re-performance.

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

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

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

19 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
20 constitutes the entire understanding between the parties and supersedes all other  
21 agreements, oral or written, with respect to the subject matter in this Agreement.

22 17. INDEMNITY.

23 A. Consultant shall indemnify, protect and hold harmless City, its  
24 Boards, Commissions, and their officials, employees and agents ("Indemnified  
25 Parties"), from and against any and all liability, claims, demands, damage, loss,  
26 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
27 costs and expenses, including attorneys' fees, court costs, expert and witness  
28 fees, and other costs and fees of litigation, arising or alleged to have arisen, in

1 whole or in part, out of or in connection with (1) Consultant's breach or failure to  
2 comply with any of its obligations contained in this Agreement, or (2) negligent or  
3 willful acts, errors, omissions or misrepresentations committed by Consultant, its  
4 officers, employees, agents, subcontractors, or anyone under Consultant's control,  
5 in the performance of work or services under this Agreement (collectively "Claims"  
6 or individually "Claim").

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

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

21 D. To the extent this Agreement is a professional service  
22 agreement for work or services performed by a design professional, such as an  
23 architect, landscape architect, professional engineer or professional land surveyor,  
24 subject to California Civil Code Section 2782.8, the provisions of this Section  
25 regarding Consultant's duty to defend and indemnify shall be limited to apply only  
26 to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or  
27 willful misconduct of the Consultant.

28 E. The provisions of this Section shall survive the expiration or

1 termination of this Agreement.

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

4 19. COSTS. If there is any legal proceeding between the parties to  
5 enforce or interpret this Agreement or to protect or establish any rights or remedies under  
6 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

7 20. NONDISCRIMINATION.

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

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

1           637).

2                   21.   EQUAL BENEFITS ORDINANCE.  Unless otherwise exempted in  
3 accordance with the provisions of the Ordinance, this Agreement is subject to the  
4 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
5 Long Beach Municipal Code, as amended from time to time.

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

10                   “During the performance of a contract with the City of Long Beach,  
11 the Consultant will provide equal benefits to employees with spouses and its  
12 employees with domestic partners.  Additional information about the City of  
13 Long Beach’s Equal Benefits Ordinance may be obtained from the City of  
14 Long Beach Business Services Division at 562-570-6200.”

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

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

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

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

1 Responsibility.

2 22. NOTICES. Any notice or approval required by this Agreement shall  
3 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
4 postage prepaid, addressed to Consultant at the address first stated above, and to the  
5 City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager  
6 with a copy to the City Engineer at the same address. Notice of change of address shall  
7 be given in the same manner as stated for other notices. Notice shall be deemed given  
8 on the date deposited in the mail or on the date personal delivery is made, whichever  
9 occurs first.

10 23. COPYRIGHTS AND PATENT RIGHTS.

11 A. Consultant shall place the following copyright protection on all  
12 Data: © City of Long Beach, California \_\_\_\_\_, inserting the appropriate year.

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

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

24 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
25 that Consultant has not employed or retained any entity or person to solicit or obtain this  
26 Agreement and that Consultant has not paid or agreed to pay any entity or person any  
27 fee, commission, or other monies based on or from the award of this Agreement. If  
28 Consultant breaches this warranty, City shall have the right to terminate this Agreement

1 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct  
2 from payments due under this Agreement or otherwise recover the full amount of the fee,  
3 commission, or other monies.

4           25. WAIVER. The acceptance of any services or the payment of any  
5 money by City shall not operate as a waiver of any provision of this Agreement or of any  
6 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
7 Agreement shall not constitute a waiver of any other or subsequent breach of this  
8 Agreement.

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

12           27. TAX REPORTING. As required by federal and state law, City is  
13 obligated to and will report the payment of compensation to Consultant on Form 1099-  
14 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
15 resulting from payments under this Agreement. Consultant's Employer Identification  
16 Number is [REDACTED]. If Consultant has a Social Security Number rather than an  
17 Employer Identification Number, then Consultant shall submit that Social Security  
18 Number in writing to City's Accounts Payable, Department of Financial Management.  
19 Consultant acknowledges and agrees that City has no obligation to pay Consultant until  
20 Consultant provides one of these numbers.

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

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


28           30. THIRD PARTY BENEFICIARY. This Agreement is not intended or

1 designed to or entered for the purpose of creating any benefit or right for any person or  
2 entity of any kind that is not a party to this Agreement.

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

5 HDR ENGINEERING, INC., a Nebraska  
6 corporation

7 \_\_\_\_\_, 2010

By   
S. via President  
Thomas T. Kim  
Type or Print Name

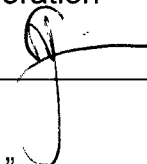
9 \_\_\_\_\_, 2010

By \_\_\_\_\_  
Secretary  
\_\_\_\_\_  
Type or Print Name

11 "Consultant"

12 CITY OF LONG BEACH, a municipal  
13 corporation

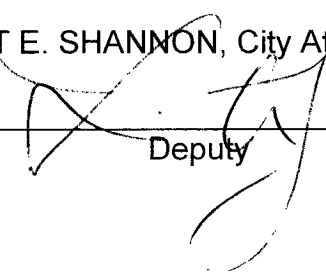
14 11.29, 2010

By   
Assistant City Manager  
City Manager  
"City"

NOTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

17 This Agreement is approved as to form on 11/12,  
18 2010.

19 ROBERT E. SHANNON, City Attorney

20 By   
Deputy

21 OFFICE OF THE CITY ATTORNEY  
22 ROBERT E. SHANNON, City Attorney  
23 333 West Ocean Boulevard, 11th Floor  
24 Long Beach, CA 90802-4664

# **EXHIBIT “A”**

**(Scope of Work)**

---



# SCOPE OF WORK

## Preliminary Scope of Services

### Professional Engineering Services

#### Design Services

- Development of Plans, Specifications, and Engineer's Estimates shall be in accordance with the City's Architectural and Engineering Guidelines for Building Design Services as deemed necessary by the City and all other applicable governing agencies for each specific project
- Assist the City in developing bid and contract documents
- Attend the City's meetings with the design team and various tenants, as needed
- Attend pre-bid conference
- Attend pre-construction conference
- Participate in team building sessions with the City, contractor, and other tenants
- Develop plans and specifications necessary for the orderly implementation and construction of multiple phases of construction work
- Utilize electronic information control system for use by the design consultant, City staff, and stakeholders.
- Minimize construction claims prevention as part of design
- Develop project Storm Water Pollution Prevention Plan
- Coordinate and assist the City in obtaining pertinent permits
- Develop construction schedules
- Develop all BMP measures for construction
- Respond to submittals and shop drawings as required
- Attend weekly meetings with the contractors and City staff on an as needed basis
- Coordinate or attend meetings with other City Departments or outside agencies, as deemed necessary
- Assist the City in responding to City Council and public inquiries or concerns regarding the design
- Develop on-going traffic handling and traffic control plans
- Develop drawings to minimize on-going airfield operations and construction interface and impacts
- Conduct Structural Observations as requested or required by the City
- Prepare quantity calculations
- Assist the City with interpreting contract documents and assist the City in resolving disputes or uncertainties
- Review, Track, Process Shop Drawings, Submittals, RFIs, RFCs, RFQs, etc. as needed by the City
- Recommend final approvals to the City
- Track, Monitor, and aid the City in obtaining Final Certificate of Occupancy as needed by the City

- Complete final "As-Built" construction drawings (red-line drawings) to be submitted to the and archived for final record drawings
- Prepare all documentation for storage
- Scan, Digitize, and organize all digital media related documents as deemed by the Engineer
- The City may require at any given time full justification for submitted invoiced for said work as standard audit requirements
- Implement and execute an extensive Quality Assurance/Quality Control program and correct overlooked material at consultant's sole expense at no additional cost to the City
- All developed material shall be the property of the City including electronic data compiled
- Implement a comprehensive Quality Assurance/Quality Control program.

## Surveys

In general, the scope of services is to provide quality assurance and is described as follows:

- Follow City Standards with Survey data collection and distribution.
- Implement a comprehensive Quality Assurance/Quality Control program.
- Calculate grades, coordinates and other survey data for monitoring QA/QC surveying
- Perform specialty survey as requested by the City such as earth movement, structural elements locations, utility locations, etc.
- Attend project meetings and other meetings as requested by the City.

## Potential Projects (no guarantee of work):

### Civil Engineering Services

- **Update in Pavement Management System**
  - Local Street
  - Major Street
- **Various Subdivision Plan Check**
  - Parcel Maps
  - Tract Maps
  - Lot Line Adjustments
  - Final Maps
  - Grading Plans
  - Storm Drain Plans
- **Street Improvement Plans**
- **Various Marina Design**
- **Various Seawall Design**
- **Various Roadway Rehabilitation**
  - Local Street

- Major Street
- Various Pump Station Rehabilitation and New Construction Design
- Storm Drain Design
- Master drainage update
- Various BMP Design
- Various Plan check
- Various Bridge rehabilitation and abatement design
- Third Party QA/QC of other Consultant Designs
- Grant application assistance
- Provide Landscape Architecture for Street Medians and Parkway Enhancements
- Coordinate and acceptance of data collected by the City for:
  - Traffic Studies
  - Traffic Signal Studies
  - Existing Materials Testing Results (i.e. R-value or CBR values of Existing Subgrade, etc.)

# **EXHIBIT “B”**

**(Rates)**

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**HDR ENGINEERING, INC.**  
Southern California Operations  
STANDARD CHARGES FOR PROFESSIONAL SERVICES  
Effective September 15, 2010 to September 14, 2013

<b>Civil/Structure/Rail/Roadway Engineering</b>	<b><u>\$/hr</u></b>
Senior Company Officer/Director	\$ 228
QA/QC	\$ 180
Project Manager	\$ 180
Task Manager	\$ 161
Senior Engineer	\$ 173
Project Engineer	\$ 143
Design Engineer	\$ 121
CADD 2/Graphics	\$ 120
CADD 1	\$ 97
Administrative Assistant 2	\$ 94
Administrative Assistant 1	\$ 76

**Reimbursable Expenses**

Technology Charge	\$ 3.70 per hour
Vehicle Mileage	Per IRS Regulations

It is acknowledged and agreed that billable rates may not be changed without the express written consent of the City of Long Beach.

# **EXHIBIT “C”**

**(City Representative – Mark Christoffels, City  
Engineer)**

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# **EXHIBIT “D”**

**(Information or Materials Furnished to  
Consultant by City - None)**

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