



1 reference, in accordance with the standards of the profession, and City shall pay for  
2 these services in the manner described below, not to exceed Fifty Thousand Dollars  
3 (\$50,000) annually, at the rates or charges shown in Exhibit "B".

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

17 C. Contractor represents that Contractor has obtained all  
18 necessary information on conditions and circumstances that may affect its  
19 performance and has conducted site visits, if necessary.

20 D. By executing this Agreement, Contractor warrants that  
21 Contractor (a) has thoroughly investigated and considered the scope of services to  
22 be performed, (b) has carefully considered how the services should be performed,  
23 and (c) fully understands the facilities, difficulties and restrictions attending  
24 performance of the services under this Agreement. If the services involve work upon  
25 any site, Contractor warrants that Contractor has or will investigate the site and is  
26 or will be fully acquainted with the conditions there existing, prior to commencement  
27 of services set forth in this Agreement. Should Contractor discover any latent or  
28 unknown conditions that will materially affect the performance of the services set

1           forth in this Agreement, Contractor must immediately inform the City of that fact and  
2           may not proceed except at Contractor's risk until written instructions are received  
3           from the City.

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

10                    F.     CAUTION: Contractor shall not begin work until this  
11           Agreement has been signed by both parties and until Contractor's evidence of  
12           insurance has been delivered to and approved by City.

13                    2.     TERM. The term of this Agreement shall commence at midnight on  
14           December 1, 2019, and shall terminate at 11:59 p.m. on November 30, 2021, unless  
15           sooner terminated as provided in this Agreement, or unless the services or the Project is  
16           completed sooner. The City shall have the option to extend the term for three (3) additional  
17           one-year periods, at the discretion of the City Manager.

18                    3.     COORDINATION AND ORGANIZATION.

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

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

1 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
2 reference. City shall have the right to approve any person proposed by Contractor  
3 to replace that key employee.

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

16 5. INSURANCE.

17 A. As a condition precedent to the effectiveness of this  
18 Agreement, Contractor shall procure and maintain, at Contractor's expense for the  
19 duration of this Agreement, from insurance companies that are admitted to write  
20 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
21 Company or from authorized non-admitted insurance companies subject to Section  
22 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
23 by A.M. Best Company, the following insurance:

24 (a) Commercial general liability insurance (equivalent in scope to  
25 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
26 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
27 coverage shall include but not be limited to broad form contractual liability,  
28 cross liability, independent contractors liability, and products and completed

1 operations liability. City, its boards and commissions, and their officials,  
2 employees and agents shall be named as additional insureds by  
3 endorsement (on City's endorsement form or on an endorsement equivalent  
4 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance  
5 shall contain no special limitations on the scope of protection given to City,  
6 its boards and commissions, and their officials, employees and agents. This  
7 policy shall be endorsed to state that the insurer waives its right of  
8 subrogation against City, its boards and commissions, and their officials,  
9 employees and agents.

10 (b) Workers' Compensation insurance as required by the California  
11 Labor Code and employer's liability insurance in an amount not less than  
12 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
13 its right of subrogation against City, its boards and commissions, and their  
14 officials, employees and agents.

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

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

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

25 C. Each insurance policy shall be endorsed to state that coverage  
26 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
27 written notice to City, shall be primary and not contributing to any other insurance  
28 or self-insurance maintained by City, and shall be endorsed to state that coverage

1 maintained by City shall be excess to and shall not contribute to insurance or self-  
2 insurance maintained by Contractor. Contractor shall notify City in writing within five  
3 (5) days after any insurance has been voided by the insurer or cancelled by the  
4 insured.

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

11 E. Contractor shall require that all sub-contractors or contractors  
12 that Contractor uses in the performance of these services maintain insurance in  
13 compliance with this Section unless otherwise agreed in writing by City's Risk  
14 Manager or designee.

15 F. Prior to the start of performance, Contractor shall deliver to City  
16 certificates of insurance and the endorsements for approval as to sufficiency and  
17 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the  
18 insurance, furnish to City certificates of insurance and endorsements evidencing  
19 renewal of the insurance. City reserves the right to require complete certified copies  
20 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any  
21 time. Contractor shall make available to City's Risk Manager or designee all books,  
22 records and other information relating to this insurance, during normal business  
23 hours.

24 G. Any modification or waiver of these insurance requirements  
25 shall only be made with the approval of City's Risk Manager or designee. Not more  
26 frequently than once a year, City's Risk Manager or designee may require that  
27 Contractor, Contractor's sub-Contractors and contractors change the amount,  
28 scope or types of coverages required in this Section if, in his or her sole opinion, the

1 amount, scope or types of coverages are not adequate.

2 H. The procuring or existence of insurance shall not be construed  
3 or deemed as a limitation on liability relating to Contractor's performance or as full  
4 performance of or compliance with the indemnification provisions of this Agreement.

5 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
6 contemplates the personal services of Contractor and Contractor's employees, and the  
7 parties acknowledge that a substantial inducement to City for entering this Agreement was  
8 and is the professional reputation and competence of Contractor and Contractor's  
9 employees. Contractor shall not assign its rights or delegate its duties under this  
10 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
11 of City, except that Contractor may with the prior approval of the City Manager of City,  
12 assign any moneys due or to become due Contractor under this Agreement. Any  
13 attempted assignment or delegation shall be void, and any assignee or delegate shall  
14 acquire no right or interest by reason of an attempted assignment or delegation.  
15 Furthermore, Contractor shall not subcontract any portion of its performance without the  
16 prior approval of the City Manager or designee, or substitute an approved sub-Contractor  
17 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
18 prevent Contractor from employing as many employees as Contractor deems necessary  
19 for performance of this Agreement.

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

26 8. MATERIALS. Contractor shall furnish all labor and supervision,  
27 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
28 necessary to or used in the performance of Contractor's obligations under this Agreement,

1 except as stated in Exhibit "D".

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

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

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



1 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit  
2 of others except for the purpose of this Agreement.

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

9 13. ADDITIONAL SERVICES. The City has the right at any time during  
10 the performance of the services, without invalidating this Agreement, to order extra work  
11 beyond that specified in the RFQ or make changes by altering, adding to or deducting from  
12 the work. No extra work may be undertaken unless a written order is first given by the City,  
13 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.  
14 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in  
15 the time to perform of One Hundred Eighty (180) days or less, may be approved by the  
16 City Representative. Any greater increases, taken either separately or cumulatively, must  
17 be approved by the City Council. It is expressly understood by Contractor that the  
18 provisions of this paragraph do not apply to services specifically set forth in the RFQ or  
19 reasonably contemplated in the RFQ. Contractor acknowledges that it accepts the risk  
20 that the services to be provided pursuant to the RFQ may be more costly or time consuming  
21 than Contractor anticipates and that Contractor will not be entitled to additional  
22 compensation for the services set forth in the RFQ.

23 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
24 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
25 amounts the payment of which may be in dispute or that are necessary to compensate the  
26 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
27 which the City may be liable to third parties, by reason of Contractor's acts or omissions in  
28 performing or failing to perform Contractor's obligations under this Agreement. In the event

1 that any claim is made by a third party, the amount or validity of which is disputed by  
2 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
3 City may withhold from any payment due, without liability for interest because of the  
4 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
5 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
6 indemnify and protect the City as elsewhere provided in this Agreement.

7 15. AMENDMENT. This Agreement, including all Exhibits, shall not be  
8 amended, nor any provision or breach waived, except in writing signed by the parties which  
9 expressly refers to this Agreement.

10 16. LAW. This Agreement shall be construed in accordance with the laws  
11 of the State of California, and the venue for any legal actions brought by any party with  
12 respect to this Agreement shall be the County of Los Angeles, State of California for state  
13 actions and the Central District of California for any federal actions. Contractor shall cause  
14 all work performed in connection with construction of the Project to be performed in  
15 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
16 county or municipal governments or agencies (including, without limitation, all applicable  
17 federal and state labor standards, including the prevailing wage provisions of sections 1770  
18 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
19 marshal, health officer, building inspector, or other officer of every governmental agency  
20 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be  
21 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in  
22 conflict with any applicable laws, but the remainder of the Agreement will remain in full  
23 force and effect.

24 17. PREVAILING WAGES.

25 A. Consultant agrees that all public work (as defined in California  
26 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
27 Work"), if any, shall comply with the requirements of California Labor Code sections  
28 1770 *et seq.* City makes no representation or statement that the Project, or any

1 portion thereof, is or is not a "public work" as defined in California Labor Code  
2 section 1720.

3 B. In all bid specifications, contracts and subcontracts for any  
4 such Public Work, Consultant shall obtain the general prevailing rate of per diem  
5 wages and the general prevailing rate for holiday and overtime work in this locality  
6 for each craft, classification or type of worker needed to perform the Public Work,  
7 and shall include such rates in the bid specifications, contract or subcontract. Such  
8 bid specifications, contract or subcontract must contain the following provision: "It  
9 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
10 wages to all workers employed by the contractor in the execution of this contract.  
11 The contractor expressly agrees to comply with the penalty provisions of California  
12 Labor Code section 1775 and the payroll record keeping requirements of California  
13 Labor Code section 1771."

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

17 19. INDEMNITY.

18 A. Consultant shall indemnify, protect and hold harmless City, its  
19 Boards, Commissions, and their officials, employees and agents ("Indemnified  
20 Parties"), from and against any and all liability, claims, demands, damage, loss,  
21 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
22 costs and expenses, including attorneys' fees, court costs, expert and witness fees,  
23 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
24 in part, out of or in connection with (1) Consultant's breach or failure to comply with  
25 any of its obligations contained in this Agreement, including all applicable federal  
26 and state labor requirements including, without limitation, the requirements of  
27 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,  
28 omissions or misrepresentations committed by Consultant, its officers, employees,

1 agents, subcontractors, or anyone under Consultant's control, in the performance  
2 of work or services under this Agreement (collectively "Claims" or individually  
3 "Claim").

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

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

18 D. The provisions of this Section shall survive the expiration or  
19 termination of this Agreement.

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

27 21. AMBIGUITY. In the event of any conflict or ambiguity between this  
28 Agreement and any Exhibit, the provisions of this Agreement shall govern.

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22. NONDISCRIMINATION.

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

23. EQUAL BENEFITS ORDINANCE.

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

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

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

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

C. If the Consultant fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the City. The City may

1 also pursue any and all other remedies at law or in equity for any breach.

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

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

10 24. NOTICES. Any notice or approval required by this Agreement shall  
11 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
12 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
13 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
14 to the City Clerk at the same address. Notice of change of address shall be given in the  
15 same manner as stated for other notices. Notice shall be deemed given on the date  
16 deposited in the mail or on the date personal delivery is made, whichever occurs first.

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

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

1 Agreement.

2           27. CONTINUATION. Termination or expiration of this Agreement shall  
3 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
4 18, 21 and 28 prior to termination or expiration of this Agreement.

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

13           29. ADVERTISING. Contractor shall not use the name of City, its officials  
14 or employees in any advertising or solicitation for business or as a reference, without the  
15 prior approval of the City Manager or designee.

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

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

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OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511

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

TRANSLATEXPRESS.COM, INC., a Delaware corporation

1-13, 2020

By   
Name FRANK SARLI'S  
Title MANAGER

1-13, 2020

By   
Name FRANK SARLI'S  
Title SECRETARY

"Contractor"

CITY OF LONG BEACH, a municipal corporation


January 21, 2020

By   
City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER "City"

This Agreement is approved as to form on January 15, 2020.

CHARLES PARKIN, City Attorney

By   
Deputy



# EXHIBIT “A”



## RFQ HE18-099 PART II - Request for Quotes for Projects > \$25,000

The City of Long Beach (COLB) is soliciting quotes to identify firms to partner as subcontractors. A single project may require one or more subcontractors to provide programmatic or technical expertise. Providing a quote does not guarantee selection. This Request for Quotes is not transferable and is subject to the same terms and conditions listed in RFQ HE18-099. Selected contractor(s) will be notified in writing.

### SCOPE OF WORK *To Be Completed by COLB Program Staff*

Project Name: Language Access Program Document Translation and Meeting Interpretation

The Language Access Policy (LAP) seeks to promote greater access to City services, programs and resources for people with limited English language proficiency. Removing language barriers is critical to achieving equitable access to available City services.

The Language Access Program seeks to partner with subcontractors to provide document translation and interpretation at community meetings. The languages primarily needed are Spanish, Khmer, and Tagalog, although other languages are requested on a less frequent basis. The typical document requiring translation is approximately two pages. The typical community meeting requiring simultaneous interpretation is approximately two hours, and includes neighborhood meetings, forums, and other events. There are approximately 2-3 events that require interpretation each week. The Language Access Program will provide headsets and transmitters for event interpretation.

Is an interview or oral presentation needed? YES  Tentative Date: \_\_\_\_\_  
NO

If a section(s) below is checked, the applicant must complete the corresponding section(s) on the following pages, and upload the entire document to PlanetBids by 4:00 PM on 10/31/2019 \_\_\_\_\_:

- Relevant programmatic logic model(s)
- Scope of work, including description of expected outcomes, goals, objectives, process outputs, and activities to measure impact
- Staff qualifications and availability

Part (B) – Budget: (2 pages max)

- Rate sheet
- Proposed budget and budget narrative

For questions regarding this solicitation, please contact Francheska Deras \_\_\_\_\_ at Francheska.Deras@longbeach.gov \_\_\_\_\_.



## RFQ HE18-099 PART II - Request for Quotes for Projects > \$25,000

### PART (A) – NARRATIVE *To Be Completed by Applicant*

(3 pages max)

Relevant programmatic logic model(s). Upload separate document, if needed.

Scope of work, including description of goals, expected outcomes, objectives, process outputs, and activities to measure impact. Upload separate document, if needed.

Staff qualifications and availability. Upload separate document, if needed.

Since April 2014, I managed and oversaw the translation and delivery of over 771 documents (over 2500 pages) within a time frame that was acceptable and to the satisfaction of the various City of Long Beach client managers and fulfilled in the process all the translations needed for the Language Access Program (LAP).

My involvement and commitment to fulfill my current role as the Manager and point of contact with the City client managers will continue. Our Khmer, Tagalog and Spanish teams will continue to provide the City with the quality translations they expect, while maintaining our capacity to handle the complex formatting of Flyers, Press Releases, Public Announcements and other publications the City has been sending in various formats, such as PDF, InDesign and other software.

As the Manager of document translation services, my availability will not change from previous years and I



## RFQ HE18-099 PART II - Request for Quotes for Projects > \$25,000

**PART (B) – BUDGET** *To Be Completed by Applicant*

(2 pages max)

Rate sheet on file

Proposed budget and budget narrative. Please attach budget separately, if needed.

## **Staff Qualification, Availability and Demonstrated Competence (as the current Vendor for the City of Long Beach):**

Since April 2014, TranslateXpress has translated and delivered over 771 documents (about 2500 pages) within a time frame that was acceptable and to the satisfaction of the various City of Long Beach client managers and fulfilled in the process all the translations needed for the Language Access Program (LAP).

For the past 5 years, and in our capacity as the vendor of written translated materials from English to **Khmer (Cambodian), Tagalog and Spanish** for the City of Long Beach, we have demonstrated our ability to meet all the demands and challenges the City and the Language Access Program (LAP) had for us. On every occasion, TranslateXpress and its staff has:

- Demonstrated understanding of the task at hand, the specifics of every project and the various demands of the LAP Client Manager assigned for us by the City.
- Translated and delivered quality translations in Khmer (Cambodian), Tagalog, Spanish and other needed languages to various City Departments as instructed.
- Translated over 771 documents (about 2500 pages) with outstanding quality
- Handled complex formatting, including the receipt of PDF files (Hard scan and soft scans), InDesign and QuarkXPress files and have delivered translations in the same layout / format as the source English files to the client's satisfaction.
- Received positive feedback and appreciation for the professional and quality translations / formatted files we delivered. Every department can attest to the quality of our Khmer, Tagalog and Spanish translations and to the professional layout / format in which they were delivered, which mirrored the layout / format of the English source files.

### **Availability**

- We are confident that with our commitment to quality and our Quality Control (QC) methods, we can continue to provide the same quality service moving forward. As the Manager of document translation services, my availability will not change from previous years and I will be able to continue to maintain a full schedule in order to provide the City with uninterrupted document translation services for Khmer, Tagalog, Spanish and other needed languages and to continue to meet all the translations needs of the Language Access Program (LAP).

Our translation and formatting/layout teams have an extensive experience translating a vast array of written materials into Khmer, Tagalog, Spanish and various other languages and will continue to do so for the City with the same dedication and excellence as we have done in the past several years.

In our 20 years history, we have had an excellent translation record translating from English into these languages. The various written materials and subject matters handled are presented in detail in the Work History / Capabilities Summary Sheet below.

### Work History / Capabilities Summary Sheet

|   |   |
|---|---|
| <b>Number of years providing translation services</b>                                       | 20 YEARS - SINCE MAY 1999   |
| <b>Subject matters handled</b>  | Brochures, Business related, Educational, Finance, Flyers, Health care, Health related, Guidelines, General, Informative, Legal, Letters, Literature, Medical, Rules and Regulations, Tutorials, Nutrition, Press releases, Public Announcements and much more.<br>A complete list is available upon request. |
| <b>Types of Services rendered</b>   | Translation, Editing, Proofreading (TEP), Layout/Design of files and websites   |
| <b>Number of translation jobs completed</b>   | Over 35,000 jobs  |
| <b>Some of the Languages provided</b>   | Spanish, Tagalog, Khmer, Vietnamese, Chinese, Korean, Hindi, Portuguese, Armenian and Russian.<br>A complete list is available upon request.  |
| <b>Some of the Format/Types of files handled (DTP)</b>                                      | Word, Excel, PowerPoint, PDF files, QuarkXPress, InDesign, PageMaker, Publisher, Websites (htm, html, xml, etc..), PDF/Word conversions<br>A complete list is available upon request.   |
| <b>Delivery methods capabilities</b>  | Electronic (Email, FTP, etc..), DVD, Hard copy  |
| For specific requests and/or questions, please advise and we will provide them accordingly. |   |

**Frank Sarkis** | [fsarkis@translateexpress.com](mailto:fsarkis@translateexpress.com) | 310-937-7379

## **Professional Summary:**

Manager with over 20 years of work experience. Possessing fully developed communication and organization skills, I have successfully initiated and managed numerous translation projects for satisfied clients from the public and private sectors alike. I act as the client's connection to our company, keeping them up to date on all aspects of the project on a regular basis. Internally, I serve as the information interface between all parties involved in the project, and act as the coordinator between them.

## **Work Experience**

### **Manager, 1999 – Current**

#### **TranslateXpress**

- Excellent organizational and interpersonal skills
- Able to work under pressure and consistently meet tight deadlines
- Ensure quality standards are maintained
- Manage various complex projects in various fields
- Strong customer service and leadership abilities
- Excellent communication skills
- Understanding of complex tasks and instructions
- Apply process management and analytical skills for various environments
- Provide analysis and requirements gathering for projects, from initiation to production, up to final delivery to the client
- Oversee continued improvement of company-wide applications
- Extensive experience in all phases of Project Management with proven ability to bridge technical and business goals to provide business requirements and productive solutions
- Project Management Training
- Manager and Point of Contact with City of Long Beach Client Manager to meet all the translation needs of the Language Access Program (LAP) for the past 5 years

## **Tool Experience**

- Microsoft Office (Word, Excel, Power Point and Publisher)
- OCR tools
- Use of Windows and Mac OS.

## **Education**

### **VANDERBILT UNIVERSITY**

**Nashville, TN**

#### **Owen Graduate School of Management**

Master of Business Administration, May 1999

- Concentration: Finance
- International Business Dual Concentration
- Entrepreneurship Emphases
- President of the Global Business Club (GBC)
- Owen Entrepreneurship Club

### **UNIVERSITY OF CALIFORNIA RIVERSIDE**

**Riverside, CA**

Bachelor of Arts in Business and Administrative Studies, June 1995

- Golden Key National Honor Society
- Upper-Division University Honors
- Honor Thesis selected and published
- P.A.S.S Certificate of Outstanding Academic Achievement

# EXHIBIT “B”





P R E M I E R   T R A N S L A T I O N   S E R V I C E S

**- ORIGINAL -**

**A PROPOSAL SUBMITTED BY**

**TRANSLATEXPRESS**

**Cost Proposal**

Written Translation Services



P R E M I E R T R A N S L A T I O N S E R V I C E S



City of Long Beach  
Purchasing Division  
333 West Ocean Boulevard, 7<sup>th</sup> Floor  
Long Beach, CA 90802

### City of Long Beach

### Request For Qualifications No. HE18-099 REISSUE

For

### On-Call Public Health & Human Services Community Partners

|                            |            |
|----------------------------|------------|
| Release Date:              | 11/13/2018 |
| Questions Due to the City: | 11/21/2018 |
| Posting of the Q & A:      | 12/04/2018 |
| Due Date:                  | 12/19/2018 |

City Contact: Tommy Ryan, Buyer

Phone: (562) 570-5664

Email: RFPpurchasing@longbeach.gov

### See Section 4 for instructions on submitting SOQs.

Company/Organization Name TranslateXpress, Inc. Contact Person Frank Sarkis

Address 703 Pier Ave Ste. B-262 City Hermosa Beach State CA Zip 90254

Telephone (310) 937-7379 Fax (310) 388-1203 Federal Tax ID No [REDACTED]

E-mail: fsarkis@translateexpress.com

Statement of Qualifications are subject to acceptance within 180 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 12-14-2018

Signed [Signature]

Print Name & Title Frank Sarkis, Manager

Rev 2016 0919



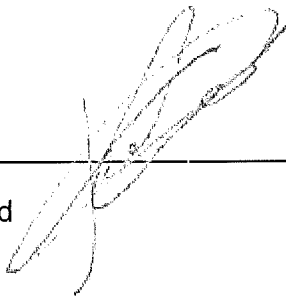


City of Long Beach  
Purchasing Division  
333 West Ocean Boulevard, 7<sup>th</sup> Floor  
Long Beach, CA 90802

## EXHIBIT 1

### FEE SCHEDULE

[Please attach this form to your rate sheet and upload separately from the SOQ as per Section 4 of this RFQ.]

  
\_\_\_\_\_  
Signed

Frank Sarkis  
\_\_\_\_\_  
Name of Respondent

12-14-2018  
\_\_\_\_\_  
Date



P R E M I E R T R A N S L A T I O N S E R V I C E S

## Rates

| Languages         | Price per word<br>(TEP: Translation, Editing and Proofreading) |                 |                 | Price Per Page<br>(DTP/Layout) |
|-------------------|--|-----------------|-----------------|--------------------------------|
|                   | Volume Discount  |                 |                 |                                |
|                   | Under 5000 words   | 5000-9500 words | Over 9500 words | Number of Pages                |
| Spanish           | \$0.115  | \$0.095         | \$0.0875        | \$0*                           |
| Tagalog           | \$0.155  | \$0.135         | \$0.125         | \$0*                           |
| Khmer (Cambodian) | \$0.21   | \$0.19          | \$0.165         | \$0*                           |

Prices listed above include Translation, Editing and Proofreading and reflect per order volume discounts.

**\*Per page rate:** We will not apply our standard \$10/page Desktop Publishing/Layout fee, as we are including DTP as a value added service.

In the past 4 years, we did not apply our per page fee to all the translations we completed for the City of Long Beach that required layout and DTP. We are able to continue this value added service as we have done in the past.

## DTP / Layout Projected Savings (per year)

| Languages         | Projected Savings (Per Year)                    |   |
|-------------------|---|---|
|                   | If 400 pages*/year<br>(based on \$10/page)      | If 500 pages*/year<br>(based on \$10/page)      |
| Spanish           | No Fee<br>(\$4000 value)                        | No Fee<br>(\$5000 value)                        |
| Tagalog           | No Fee<br>(\$4000 value)                        | No Fee<br>(\$5000 value)                        |
| Khmer (Cambodian) | No Fee<br>(\$4000 value)                        | No Fee<br>(\$5000 value)                        |
| <b>Total</b>      | <b>\$0</b><br>(\$12,000 value/savings per year) | <b>\$0</b><br>(\$15,000 value/savings per year) |

\*400-500 pages figure is based on the average per year number of pages we translated in the past 4 years for the City of Long Beach.



P R E M I E R   T R A N S L A T I O N   S E R V I C E S

For more details about Desktop Publishing / Layout and what it entails, please refer to the DTP information provided, the DTP Technical Capabilities Summary Sheet and DTP Sample included in the Technical Proposal. If more information is needed, please advise and we will be glad to provide it.

## Other fees (miscellaneous fees)

| Languages         | Minimum Fee    | Rush Orders       |
|-------------------|----------------|-------------------|
| Spanish           | No Minimum Fee | No Rush Order Fee |
| Tagalog           | No Minimum Fee | No Rush Order Fee |
| Khmer (Cambodian) | No Minimum Fee | No Rush Order Fee |

**Rush fees:** We do not have a Rush fee for Rush orders. Same regular rates would apply.

**Minimum Fee per Order:** We will not have a minimum fee per order. Same regular rates would apply.



City of Long Beach  
 Purchasing Division  
 333 West Ocean Boulevard, 7<sup>th</sup> Floor  
 Long Beach, CA 90802

## EXHIBIT 2: SKILLS AND EXPERTISE IDENTIFICATION TABLE

Please use check marks to indicate the programmatic and technical areas for which Respondent wishes to be considered. Please include this exhibit with your SOQ submission. Insurance requirements may vary depending on area selected and Part II solicitations. Minimum insurance requirements are included in Attachment B Pro-Forma Agreement.

| No. | Programmatic Description  | ✓ | Rank Order of Preference |
|-----|---|---|--------------------------|
| 1   | Case management   |   |                          |
| 2   | Community engagement and training                               |   |                          |
| 3   | Community healing practices                                     |   |                          |
| 4   | Convening stakeholders  |   |                          |
| 5   | Culturally specific groups                                      |   |                          |
| 6   | Developing educational or marketing materials for dissemination |   |                          |
| 7   | Family and youth programming                                    |   |                          |
| 8   | Focus group facilitation  |   |                          |
| 9   | Mentoring (youth and adult)                                     |   |                          |
| 10  | Outreach to community members, businesses, or other entities    |   |                          |
| 11  | Program facilitation or implementation                          |   |                          |
| 12  | Provision of health care services                               |   |                          |
| 13  | Workforce development   |   |                          |
| No. | Technical Description   | ✓ | Rank Order of Preference |
| 14  | Asset and needs assessment                                      |   |                          |
| 15  | Business plan development and efficiency assessments            |   |                          |
| 16  | Coaching  |   |                          |
| 17  | Communication plan (including videography/photography)          |   |                          |
| 18  | Graphic design  |   |                          |
| 19  | Organizational development/Leadership development               |   |                          |
| 20  | Population-based system-wide planning and analysis              |   |                          |
| 21  | Participatory research  |   |                          |
| 22  | Program and/or policy evaluation                                |   |                          |
| 23  | Quantitative data collection and analysis                       |   |                          |
| 24  | Qualitative data collection and analysis                        |   |                          |
| 25  | Social media development and networking                         |   |                          |
| 26  | Strategic planning  |   |                          |
| 27  | Staff development and training                                  |   |                          |
| 28  | Trauma and resiliency-informed approaches                       |   |                          |
| 29  | User-centered design  |   |                          |
| 30  | Grant writing   |   |                          |
| 31  | Translation and language interpretation                         | ✓ | 1                        |

Please note that this identification table may not be inclusive of all LBDHHS needs. To be considered responsive, at least one service area must be identified.

# EXHIBIT “C”

City’s Representative(s):

Francheska Deras, Language Access Program  
Coordinator

(562) 570-7177

# EXHIBIT “D”

Materials/Information Furnished: None



# EXHIBIT “E”

Consultant’s Key Employee(s):

Frank Sarkis, Manager