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

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

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

E. Contractor must adopt reasonable methods during the life of

1 the Agreement to furnish continuous protection to the work, and the equipment,
2 materials, papers, documents, plans, studies and other components to prevent
3 losses or damages, and will be responsible for all damages, to persons or property,
4 until acceptance of the work by the City, except those losses or damages as may
5 be caused by the City's own negligence.

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

9 2. TERM. The term of this Agreement shall commence at midnight on
10 April 1, 2018, and shall terminate at 11:59 p.m. on March 31, 2019, unless sooner
11 terminated as provided in this Agreement, or unless the services or the Project is
12 completed sooner. The term may be extended for two (2) additional one-year periods, at
13 the discretion of the City Manager.

14 3. COORDINATION AND ORGANIZATION.

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

23 B. The parties acknowledge that a substantial inducement to City
24 for entering this Agreement was and is the reputation and skill of Contractor's key
25 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
26 reference. City shall have the right to approve any person proposed by Contractor
27 to replace that key employee.

28 4. INDEPENDENT CONTRACTOR. In performing its services,

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

12 5. INSURANCE.

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

20 (a) Commercial general liability insurance (equivalent in scope to
21 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
22 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
23 coverage shall include but not be limited to broad form contractual liability,
24 cross liability, independent contractors liability, and products and completed
25 operations liability. City, its boards and commissions, and their officials,
26 employees and agents shall be named as additional insureds by
27 endorsement (on City's endorsement form or on an endorsement equivalent
28 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance

1 shall contain no special limitations on the scope of protection given to City,
2 its boards and commissions, and their officials, employees and agents. This
3 policy shall be endorsed to state that the insurer waives its right of
4 subrogation against City, its boards and commissions, and their officials,
5 employees and agents.

6 (b) Workers' Compensation insurance as required by the California
7 Labor Code and employer's liability insurance in an amount not less than
8 \$1,000,000. This policy shall be endorsed to state that the insurer waives
9 its right of subrogation against City, its boards and commissions, and their
10 officials, employees and agents.

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

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

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

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

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

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

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

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

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

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

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

22 8. MATERIALS. Contractor shall furnish all labor and supervision,
23 supplies, materials, tools, machinery, equipment, appliances, transportation and services
24 necessary to or used in the performance of Contractor's obligations under this Agreement,
25 except as stated in Exhibit "D".

26 9. OWNERSHIP OF DATA. All materials, information and data
27 prepared, developed or assembled by Contractor or furnished to Contractor in connection
28 with this Agreement, including but not limited to documents, estimates, calculations,

1 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
2 models, reports, summaries, drawings, designs, notes, plans, information, material and
3 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
4 and City shall have the unrestricted right to use and disclose the Data in any manner and
5 for any purpose without payment of further compensation to Contractor. Copies of Data
6 may be retained by Contractor but Contractor warrants that Data shall not be made
7 available to any person or entity for use without the prior approval of City. This warranty
8 shall survive termination of this Agreement for five (5) years.

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

19 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
20 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
21 performing its services, during the term of this Agreement and for five (5) years following
22 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
23 all information, whether written, oral or visual, obtained by any means whatsoever in the
24 course of performing its services for the same period of time. Contractor shall not disclose
25 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
26 of others except for the purpose of this Agreement.

27 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
28 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor

1 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
2 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
3 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
4 to subpoena or court order.

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

19 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
20 from any amount payable to Contractor (whether or not arising out of this Agreement) any
21 amounts the payment of which may be in dispute or that are necessary to compensate the
22 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
23 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
24 performing or failing to perform Contractor's obligations under this Agreement. In the event
25 that any claim is made by a third party, the amount or validity of which is disputed by
26 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
27 City may withhold from any payment due, without liability for interest because of the
28 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the

1 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
2 indemnify and protect the City as elsewhere provided in this Agreement.

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

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

20 17. PREVAILING WAGES.

21 A. Consultant agrees that all public work (as defined in California
22 Labor Code section 1720) performed pursuant to this Agreement (the "Public
23 Work"), if any, shall comply with the requirements of California Labor Code sections
24 1770 *et seq.* City makes no representation or statement that the Project, or any
25 portion thereof, is or is not a "public work" as defined in California Labor Code
26 section 1720.

27 B. In all bid specifications, contracts and subcontracts for any
28 such Public Work, Consultant shall obtain the general prevailing rate of per diem

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

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

13 19. INDEMNITY.

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

28 B. In addition to Consultant's duty to indemnify, Consultant shall

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

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

14 D. The provisions of this Section shall survive the expiration or
15 termination of this Agreement.

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

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

25 22. NONDISCRIMINATION.

26 A. In connection with performance of this Agreement and subject
27 to applicable rules and regulations, Contractor shall not discriminate against any
28 employee or applicant for employment because of race, religion, national origin,

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

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

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

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

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

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

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

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

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

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

16 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
17 designed to or entered for the purpose of creating any benefit or right for any person or
18 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
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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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.

R. D. SYSTEMS, INC., a California corporation

3/15, 2018

By [Signature]
Name John Russell
Title President

3/15, 2018

By [Signature]
Name John Russell
Title Secretary

"Contractor"

CITY OF LONG BEACH, a municipal corporation

3/27/18, 2018

By [Signature]
City Manager

"City"

This Agreement is approved as to form on March 21, 2018.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

Scope of Work



RD SYSTEMS INC.

STATE CONTRACTORS LICENSE #500075
ALARM LICENSE # ACO 3237



March 9, 2018

Mr. Cason Lee
Bureau Manager, Infrastructure Services
City of Long Beach
Cason.Lee@longbeach.gov
Ph: 562-570-5553

Proposal Number: 13527C Citywide Access Control, Lenel Facility Commander Wnx to Lenel OnGuard, and ongoing security needs of the City .

Project location: 400 W. Broadway Long Beach CA 90802 and (listed sites below)

RD Systems Inc. (SBE) is a physical security systems integrator based in Orange County. Established in 1969, RD Systems has been a local and regional service provider in the physical security industry for over 45 years. We offer security integration solutions, security design, turn-key installation, along with a service support team for an entire physical security product line. RD Systems also has the following classifications and licenses:

- California State Contractors License (#500075).
- C28 – Lock and Security Equipment (#500075).
- C-7 – Low Voltage Systems (#500075).
- C-61 / D16 – Hardware, Locks and Safes (#500075).
- C10 – Electrical (#500075)
- B – General Building Contractor (#500075).
- Certified Small Business Enterprise (SBE).
- California Alarm Company Operator (ACO #3237).
- California Locksmiths Company Operator (LCO 6037).
- DIR Registered (1000033129)
- Cage # (1RS71)
- ISO (UL) 9001: 2008 Certified.

RD Systems is committed to ensuring top level quality for all our installations. Our practice of forming strong, lasting customer relationships helps customers remain current with security protocols, procedures and/or security enhancements. RD Systems offers comprehensive Service Agreements on all our equipment. Our products and services include, but are not limited to Access Control., Electronic Locks & Door Hardware, Intrusion Detection & Monitoring, Fire & Life Safety, Video Surveillance Systems, Intercom Systems & Turnstiles, and Network, Data, Structure Cabling. We are looking forward in demonstrating our abilities. RD Systems is honored in being identified as a trusted contractor for installations and service for the City of Long Beach.

Statement of work

RD Systems to provide an upgrade / migration solution to the City of Long Beach existing Enterprise Access Control Management System to Lenel OnGuard within the time frame of 4-6 months after receipt of purchase order and applicable deposit. This upgrade will take place prior to the New City Hall and library projects come on line. At that time both would be tied into the Citywide access control system. **NOTE; RD Systems is recommending that the City carve out the New City Hall and Library projects and work directly with RD Systems under the City contract to continue the consistent installation methods, service and warranty that all of the City department users have been accustomed to and expectation of for the last 15 years of its partnership with RD Systems.**

Lenel provides a proven process to migrate Facility Commander® Wnx systems to the OnGuard® platform. The manufacturer has declared its end-of-life as of December 31, 2020, therefore discontinuing any support to the Facility Commander Wnx (FCWnx) Access Control system that is currently installed.

The Access Control Management system does provide pivotal services for cities agencies and departments throughout the City of Long Beach. The existing system has been installed and utilized in several of the City locations, including:

- **Police Services Building**
- **North Division Police Dept.**
- **West Division Police Dept.**
- **ECOC (911)**
- **Marine Maintenance**
- **Marina (Dock Gangways)**
- **Fleet Services**
- **Towing Yard**
- **Environmental Services**
- **Health Human Services**
- **Fire Support Division (Long Beach Airport)**
- **Long Beach PD Pistol Range**
- **Long Beach PD Crime Lab**
- **Long Beach PD Bike Warehouse**
- **Public Services Yard**
- **Park and Recreations / Ranger Station**
- **Multi-Services Center**
- **Wireless Division**

Most of the citywide departments can administer the access control privileges for their sites, in theory adds a layer of security for those individual facilities, while the Police Department maintains overall control of the system. This allows global record keeping, audit trails, and enabling notification of invalid/suspended badges that may attempt access to other City facilities. The Police Department currently provides for all employee badges. This process includes the verification of the cardholder and granting them access to the appropriate City facilities.

Scope of work

RD Systems will upgrade the current software (Lenel FCWnx) to Lenel OnGuard. Lenel currently supports the FCWnx system, in which RD Systems will facilitate the conversion to OnGuard. The database conversion will import all person/credential records from the existing FCWnx system and convert them to the OnGuard standard. RD Systems will furnish, install and program the necessary hardware. RD Systems will all set user access and operator rights for the new OnGuard system. Once database has been converted and tested, access control panels can be upgraded to the new system doing so one panel at a time. This will allow for testing and verification of each unit prior to upgrading the next panel.

RD Systems to install software for server(s) and workstations client software on existing City workstations. Specification for server and workstation requirements to be provided.

Once upgrade is complete, RD Systems to conduct full training for the selected individual(s) to be provided to City staff.

Migration Path

Migrations Readiness – RD Systems has captured the current systems information, existing integrations and installed hardware. The upgrade will include the use of the Lenel Mercury ACU boards. These will replace the existing Access Control Units in the field (currently 86), RD Systems will utilize the existing wiring, reader control modules, card readers, and electrified door hardware. The upgraded ACU boards will be installed into the same existing enclosures, therefore eliminating lengthy ‘downtime’ while panels are switched out. Each upgrade panel will require a LAN connection, if not already present.

Cardholder Database –Migration of the cardholder, badge access levels and access level assignments. Recently, The Police Department has re-badged the entire group of City employees. RD Systems assumes that the integrity of the current database is valid. The key to a successful database upgrade is the value of the existing data. The following action helps solidify the validity of the existing database.

Device Migrations – RD Systems has the infrastructure Knowledge of the Citywide Access Control System (managed by COLBPD), basic device inventory and reader definitions of the FCWnx system field panels.

Deliverables

- *FCWnx SSA to Lenel Onguard Enterprise License – One, (1)*
- *Reader SSA Licenses for up to 1024 Readers (to accommodate the New City Hall and Library that are coming on line after this upgrade) – One, (1)*
- *Workstation SSA License – Seventeen, (17)*
- *Imaging License SSA License – Three, (3)*
- *Reader Controllers (LNL-2220) – Six, (6)*
- *ACULX Control Unit (LNL-3300) – Forty-Six, (46)*
- *RS4 Control Unit – Thirty-Five, (35)*
- *RD Systems – Installation Labor, Programming and Testing*

RD Systems to:

Provide a One (1) year warranty on parts and labor on all equipment furnished and installed by RD Systems.

Conduct a readiness review with the City of Long Beach Police Departments and appropriate teams to ensure readiness before beginning installation.

Conduct a regularly scheduled Weekly Progress Meeting and Status Review with the identified team(s) as needed. RD Systems shall provide status on completed activities, forthcoming planned activities, issues which may be impacting job progress, and any other activities or issues related to the successful completion of the project.

Conduct a system operation functionality acceptance test upon completing the installation. This functionality acceptance test shall include full system functionality, and deliverables listed. The signoff will conclude once City of Long Beach determines the deliverable to be fully acceptable.

Project Scheduling

Work scheduling shall begin upon RD Systems receipt of an executed contract and or purchase order.

All work will be performed during the work schedule of 7:00am to 4:00 pm Monday-Friday.

Project Clarifications

- Customer to provide access to location during normal business hours.
- Activation of expired Support Services Agreement(SSA) included to allow for free software upgrade.
- Owner to provide servers(s), workstation(s) to fit manufacture specification as needed.
- Schedule and participate in the total system operation functionality acceptance.

Cost Summary

RD Systems, Inc. would like to propose the installation of the above scope of work.

Total project price including Equipment, Installation Labor and Sales Tax: \$337,001.70.

Delivery:	4-6 Months upon receipt of signed proposal and all required deposits.
Prices:	Prices on this proposal are good for 90 days from the above date.
Terms:	Deposit, Balance net 30 day upon completion.
Warranty:	One (1) year parts & labor on equipment supplied by RD Systems.

Ad Hoc Services as needed by the City use Proposal Cost Form on the next page:

PROPOSAL COST FORM
Access Control and Video Monitoring Maintenance

Please read this form carefully. Submission of an Incomplete Proposal may cause the City to deem the Proposal non-responsive and reject the Proposal.

COMPANY NAME: RD Systems, Inc.

- Normal business hours phone number: 949.936.0100
- List your normal business hours: 7:30 AM TO 4:30 PM
- After hours phone number: 949.936.0100. Follow prompts

Contractor shall provide maintenance, repair, and programming services on existing card access systems, alarm equipment, and video monitoring systems.

Non emergency work shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday, unless directed otherwise by the City.

Sales Tax: Unit or Extension Prices stated herein shall not include sales tax.

All materials, supplies, equipment or services shall be FOB Destination City of Long Beach.

Prices must include all cost, including travel, freight, handling, fees, etc.

Payments shall be made to Contractor for performance of the Work in accordance with the following:

SUMMARY OF PROPOSED ITEMS: (State N/A if not applicable)

- a. Regular Response Time: Within 24 HRS
- b. Emergency response Time: 4 HRS (shall not be more than 4 hrs)

LABOR RATE: (State N/A if not applicable) (No tax on labor)

The Contractor shall quote labor rates and provide explanation as required herein:

- a. Straight Time: \$ 90.00 Service per hour
- b. Over Time: \$ 135.00 Service per hour
- c. Double Time: \$ 180.00 Service per hour

PROPOSAL COST FORM
Access Control and Video Monitoring Maintenance

Minimum Call Out charge (if any) per
\$ 180.00 request

Contractor shall define whether this time includes travel time (flat rate, portal to portal, actual time to reach location billed at an hourly rate, etc).
Plus up to 1 Hour Travel.

A.
Emergency Call Out charge (4-hour response time)
7:00 a.m. – 5:00 p.m. \$ 270.00 each

B.
Emergency Call Out charge (4-hour response time) includes
weekends and holidays
5:00 p.m. – 6:59 a.m. \$ 540.00 each

The Contractor shall define what constitutes Straight Time, Over Time and Double Time:

Straight Time: (please specify if a minimum time is billed for each call).

2 Hours . Plus Travel a described in minimum call out charge above.

Overtime: (please specify when overtime is paid).

Technician arrival time after 5:00PM M-F, and All times Saturday,
and NON City Long Beach holidays.

Double Time: (please specify when double time is paid. For holidays, indicate which holidays).

Sundays, and City of Long Beach holidays.

ADDITIONAL COSTS: (IF APPLICABLE)

Description of cost <u>Installation (labor)</u>	rate \$ <u>110.00</u>
Description of cost <u>Emergency Travel</u>	rate \$ <u>135.00</u>
Description of cost _____	rate \$ _____

PROPOSAL COST FORM
Access Control and Video Monitoring Maintenance

PARTS

Contractor shall furnish equipment repair parts and miscellaneous replacement parts, if required as listed in current manufacture's catalogs and/or price lists for maintenance.

- a. State percentage discount off of MSRP given to the City: 12 %
- b. ESTIMATED DAY OF DELIVERY: 5-45 Days (ARO)
- c. WARRANTY (Manufacturer's Defects and Workmanship):
12 Months Service calls.
18 Months Installation. _____ (specify days/months/years)
(Minimum of one hundred eighty (180) days after installation)

PAYMENT TERMS: NET 30. If other, specify here Net 30.

Confidentiality Agreement:

This proposal is intended for the sole use of **City of Long Beach** and is not to be duplicated or distributed, except for the exclusive use of **City of Long Beach** employees involved with this project.

City of Long Beach

RD Systems, Inc.

Accepted By: _____

Printed Name _____

Printed Title _____

Date _____

PO Number:

13527BCOLBLenelFCWnxUpgradeLenelOnGuard

Date

Signature

Chris Gustafson

VP, Operations

949-936-0100 Office

chrisg@RD-Systems.com

www.RD-Systems.com

Qualification:

1. All Work to be performed during normal working hours (7:00 am – 4:30pm). Overtime required for additional out of scope work, testing, or technical assistance will be billed on a differential basis.
2. **Mobilization Fee of 25% required to initialize the project, purchase equipment and expedite services and resources on projects that exceed \$75,000. The remainder of the project will be billed on a progressive monthly schedule proportional to the percentage of the project completion.**
3. The proposal includes all applicable taxes. Taxes will be billed on the full contract amount unless a tax resale or capital improvement certificate is received prior to execution of the contract.

4. All equipment listed will carry a one (1) year warranty from the date of completion, unless extended warranties are executed.
5. All labor used to install equipment listed will carry a one (1) year warranty from date of completion, unless extended warranties are executed.
6. This proposal is based on providing material and technical assistance, only as required, to provide an operational system, as specified.
7. This proposal does not include data base entry for access control users.
8. All associated electrical installation, wiring, back boxes, conduit, wire and labor is provided by others (General Contractors or Electrical Contractor).
9. All associated mechanical or hardware installation, millwork and other general construction, general conditions, painting, patching rubbish removals and asbestos removal / abatement is provided by others.
10. This proposal does not include Asbestos work, filing and inspection fees or expending costs.
11. The remainder of the project will be billed on a progressive monthly schedule proportional to the percentage of project completion.
12. Any Changes or deviation from the proposed scope of work will result in a Change Order.
13. In the event of inconsistency between the Master Service Agreement and the terms herein, the Master Service Agreement shall govern.
14. Terms: Deposit, Balance due thirty (30) Days upon completion.

EXHIBIT “B”

Rates or Charges

RD Systems Costs

Part I - Lenel Facility Commander Wnx to Lenel OnGuard Upgrade Project

As outlined in Exhibit A:

Total project price including Equipment, Installation Labor and Sales Tax:
\$337,001.70.

Delivery: 4-6 Months upon receipt of signed proposal and all required deposits.

Prices: Prices on this proposal are good for 90 days from the above date.

Terms: Deposit, Balance net 30 day upon completion.

Warranty: One (1) year parts & labor on equipment supplied by RD Systems.

Part II - Ad Hoc Services

As outlined in Exhibit A:

PROPOSAL COST FORM
Access Control and Video Monitoring Maintenance

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Prices must include all cost, including travel, freight, handling, fees, etc.

Payments shall be made to Contractor for performance of the Work in accordance with the following:

SUMMARY OF PROPOSED ITEMS: (State N/A if not applicable)

- a. Regular Response Time: Within 24 HRS
- b. Emergency response Time: 4 HRS (shall not be more than 4 hrs)

LABOR RATE: (State N/A if not applicable) (No tax on labor)

The Contractor shall quote labor rates and provide explanation as required herein:

- a. Straight Time: \$ 90.00 Service per hour
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PROPOSAL COST FORM
Access Control and Video Monitoring Maintenance

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7:00 a.m. – 5:00 p.m. \$ 270.00 each

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Sundays, and City of Long Beach holidays.

ADDITIONAL COSTS: (IF APPLICABLE)

Description of cost <u>Installation (labor)</u>	rate \$ <u>110.00</u>
Description of cost <u>Emergency Travel</u>	rate \$ <u>135.00</u>
Description of cost _____	rate \$ _____

PROPOSAL COST FORM
Access Control and Video Monitoring Maintenance

PARTS

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- b. ESTIMATED DAY OF DELIVERY: 5-45 Days (ARO)
- c. WARRANTY (Manufacturer's Defects and Workmanship):
12 Months Service calls.
18 Months Installation. _____ (specify days/months/years)
(Minimum of one hundred eighty (180) days after installation)

PAYMENT TERMS: NET 30. If other, specify here Net 30.

EXHIBIT “C”

City’s Representative:

Cason Lee, Manager

(562) 570-5553

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee:

John Russell