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AGREEMENT

**35814**

THIS AGREEMENT is made and entered, in duplicate, as of December 18, 2020 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on November 17, 2020, by and between GHD INC., a California corporation ("Consultant"), with a place of business at 3760 Kilroy Airport Way, Suite 130, Long Beach, California 90806, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires specialized services requiring unique skills to be performed in connection with engineering design services for the Artesia Great Boulevard Project ("Project"); and

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

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

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, in an amount not to exceed Two Million Two Hundred Sixty-Nine Thousand Four Hundred Fifty-One Dollars (\$2,269,451), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one

1 fiscal year shall be contingent upon the City Council of the City appropriating the  
2 necessary funds for such payment by the City in each fiscal year during the term of  
3 this Agreement. For the purposes of this Section, a fiscal year commences on  
4 October 1 of the year and continues through September 30 of the following year. In  
5 the event that the City Council of the City fails to appropriate the necessary funds  
6 for any fiscal year, then, and in that event, the Agreement will terminate at no  
7 additional cost or obligation to the City.

8 C. Consultant may select the time and place of performance for  
9 these services provided, however, that access to City documents, records, and the  
10 like, if needed by Consultant, shall be available only during City's normal business  
11 hours and provided that milestones for performance, if any, are met.

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

26 E. Consultant represents that Consultant has obtained all  
27 necessary information on conditions and circumstances that may affect its  
28 performance and has conducted site visits, if necessary.

1 F. CAUTION: Consultant shall not begin work until this  
2 Agreement has been signed by both parties and until Consultant's evidence of  
3 insurance has been delivered to and approved by the City.

4 2. TERM. The term of this Agreement shall commence at midnight on  
5 January 1, 2021, and shall terminate at 11:59 p.m. on January 21, 2022, unless sooner  
6 terminated as provided in this Agreement, or unless the services or the Project is  
7 completed sooner.

8 3. COORDINATION AND ORGANIZATION.

9 A. Consultant shall coordinate its performance with City's  
10 representative, if any, named in Exhibit "C", attached to this Agreement and  
11 incorporated by this reference. Consultant shall advise and inform City's  
12 representative of the work in progress on the Project in sufficient detail so as to  
13 assist City's representative in making presentations and in holding meetings on the  
14 Project. City shall furnish to Consultant information or materials, if any, described  
15 in Exhibit "D" attached to this Agreement and incorporated by this reference, and  
16 shall perform any other tasks described in the Exhibit.

17 B. The parties acknowledge that a substantial inducement to City  
18 for entering this Agreement was and is the reputation and skill of Consultant's key  
19 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
20 reference. City shall have the right to approve any person proposed by Consultant  
21 to replace that key employee.

22 4. INDEPENDENT CONTRACTOR. In performing its services,  
23 Consultant is and shall act as an independent contractor and not an employee,  
24 representative, or agent of City. Consultant shall have control of Consultant's work and  
25 the manner in which it is performed. Consultant shall be free to contract for similar services  
26 to be performed for others during this Agreement provided, however, that Consultant acts  
27 in accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges  
28 and agrees that a) City will not withhold taxes of any kind from Consultant's compensation,

1 b) City will not secure workers' compensation or pay unemployment insurance to, for or on  
2 Consultant's behalf, and c) City will not provide and Consultant is not entitled to any of the  
3 usual and customary rights, benefits or privileges of City employees. Consultant expressly  
4 warrants that neither Consultant nor any of Consultant's employees or agents shall  
5 represent themselves to be employees or agents of City.

6 5. INSURANCE.

7 A. As a condition precedent to the effectiveness of this  
8 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
9 duration of this Agreement, from insurance companies that are admitted to write  
10 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
11 Company or from authorized non-admitted insurance companies subject to Section  
12 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
13 by A.M. Best Company the following insurance:

14 i. Commercial general liability insurance (equivalent in  
15 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less  
16 than One Million Dollars (\$1,000,000.00) per each occurrence and Two  
17 Million (\$2,000,000.00) general aggregate. This coverage shall include but  
18 not be limited to broad form contractual liability, cross liability, independent  
19 contractors liability, and products and completed operations liability. The  
20 City, its boards and commissions, and their officials, employees and agents  
21 shall be named as additional insureds by endorsement (on City's  
22 endorsement form or on an endorsement equivalent in scope to ISO form CG  
23 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04  
24 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain  
25 no special limitations on the scope of protection given to the City, its boards  
26 and commissions, and their officials, employees and agents. This policy shall  
27 be endorsed to state that the insurer waives its right of subrogation against  
28 City, its boards and commissions, and their officials, employees and agents.

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ii. Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000.00). This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

iii. Professional liability or errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim.

iv. Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit per accident.

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

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

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

1           uninterrupted, continuing coverage for a period of not less than three (3) years,  
2           commencing on the date this Agreement expires or is terminated.

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

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

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

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

25          6.       ASSIGNMENT AND SUBCONTRACTING.       This Agreement  
26          contemplates the personal services of Consultant and Consultant's employees, and the  
27          parties acknowledge that a substantial inducement to City for entering this Agreement was  
28          and is the professional reputation and competence of Consultant and Consultant's

1 employees. Consultant shall not assign its rights or delegate its duties under this  
2 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
3 of City, except that Consultant may with the prior approval of the City Manager of City,  
4 assign any moneys due or to become due the Consultant under this Agreement. Any  
5 attempted assignment or delegation shall be void, and any assignee or delegate shall  
6 acquire no right or interest by reason of an attempted assignment or delegation.  
7 Furthermore, Consultant shall not subcontract any portion of its performance without the  
8 prior approval of the City Manager or designee, or substitute an approved subconsultant  
9 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
10 prevent Consultant from employing as many employees as Consultant deems necessary  
11 for performance of this Agreement.

12 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,  
13 certifies that, at the time Consultant executes this Agreement and for its duration,  
14 Consultant does not and will not perform services for any other client which would create  
15 a conflict, whether monetary or otherwise, as between the interests of City and the interests  
16 of that other client. Consultant further certifies that Consultant does not now have and shall  
17 not acquire any interest, direct or indirect, in the area covered by this Agreement or any  
18 other source of income, interest in real property or investment which would be affected in  
19 any manner or degree by the performance of Consultant's services hereunder. And,  
20 Consultant shall obtain similar certifications from Consultant's employees, subconsultants  
21 and contractors.

22 8. MATERIALS. Consultant 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 Consultant'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 Consultant or furnished to Consultant 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 in a format identified by City, and City shall have the unrestricted right to use and disclose  
5 the Data in any manner and for any purpose without payment of further compensation to  
6 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that  
7 Data shall not be made available to any person or entity for use without the prior approval  
8 of City. This warranty 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 written notice to the other party. In the event of termination under this Section, City  
12 shall pay Consultant for services satisfactorily performed and costs incurred up to the  
13 effective date of termination for which Consultant has not been previously paid. The  
14 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective  
15 date of termination, Consultant shall deliver to City all Data developed or accumulated in  
16 the performance of this Agreement, whether in draft or final form, or in process. And,  
17 Consultant acknowledges and agrees that City's obligation to make final payment is  
18 conditioned on Consultant's delivery of the Data to the City.

19           11. CONFIDENTIALITY. Consultant shall keep the 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, Consultant 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. Consultant shall not disclose  
25 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit  
26 of others except for the purpose of this Agreement.

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



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

5 13. ADDITIONAL COSTS AND REDESIGN.

6 A. Any costs incurred by the City due to Consultant's failure to  
7 meet the standards required by the scope of work or Consultant's failure to perform  
8 fully the tasks described in the scope of work which, in either case, causes the City  
9 to request that Consultant perform again all or part of the Scope of Work shall be at  
10 the sole cost of Consultant and City shall not pay any additional compensation to  
11 Consultant for its re-performance.

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

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

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

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

4           17. INDEMNITY.

5           A. Consultant shall indemnify, protect and hold harmless City, its  
6 Boards, Commissions, and their officials, employees and agents (“Indemnified  
7 Parties”), from and against any and all liability, claims, demands, damage, loss,  
8 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
9 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or  
10 in connection with (1) Consultant’s breach or failure to comply with any of its  
11 obligations contained in this Agreement, or (2) negligent or willful acts, errors,  
12 omissions or misrepresentations committed by Consultant, its officers, employees,  
13 agents, subcontractors, or anyone under Consultant’s control, in the performance  
14 of work or services under this Agreement (collectively “Claims” or individually  
15 “Claim”).

16           B. In addition to Consultant’s duty to indemnify, Consultant shall  
17 have a separate and wholly independent duty to defend Indemnified Parties at  
18 Consultant’s expense by legal counsel approved by City, from and against all  
19 Claims, and shall continue this defense until the Claims are resolved, whether by  
20 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
21 breach, or the like on the part of Consultant shall be required for the duty to defend  
22 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
23 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
24 in the defense.

25           C. If a court of competent jurisdiction determines that a Claim was  
26 caused by the sole negligence or willful misconduct of Indemnified Parties,  
27 Consultant’s costs of defense and indemnity shall be (1) reimbursed in full if the  
28 court determines sole negligence by the Indemnified Parties, or (2) reduced by the

1 percentage of willful misconduct attributed by the court to the Indemnified Parties.

2 D. To the extent this Agreement is a professional service  
3 agreement for work or services performed by a design professional (architect,  
4 landscape architect, professional engineer or professional land surveyor), the  
5 provisions of this Section regarding Consultant's duty to defend and indemnify shall  
6 be limited as provided in California Civil Code Section 2782.8, and shall apply only  
7 to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or  
8 willful misconduct of the Consultant.

9 E. The provisions of this Section shall survive the expiration or  
10 termination of this Agreement.

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

13 19. NONDISCRIMINATION.

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

23 B. It is the policy of City to encourage the participation of  
24 Disadvantaged, Minority and Women-owned Business Enterprises in City's  
25 procurement process, and Consultant agrees to use its best efforts to carry out this  
26 policy in its use of subconsultants and contractors to the fullest extent consistent  
27 with the efficient performance of this Agreement. Consultant may rely on written  
28 representations by subconsultants and contractors regarding their status.

1 Consultant shall report to City in May and in December or, in the case of short-term  
2 agreements, prior to invoicing for final payment, the names of all subconsultants  
3 and contractors hired by Consultant for this Project and information on whether or  
4 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
5 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

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

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

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

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

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

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

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

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

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

20 23. COPYRIGHTS AND PATENT RIGHTS.

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

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

27 C. Consultant warrants that the Data does not violate or infringe  
28 any patent, copyright, trade secret or other proprietary right of any other party.

1 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials  
2 and employees harmless from any and all claims, demands, damages, loss, liability,  
3 causes of action, costs or expenses (including reasonable attorneys' fees) whether  
4 or not reduced to judgment, arising from any breach or alleged breach of this  
5 warranty.

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

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

19 26. CONTINUATION. Termination or expiration of this Agreement shall  
20 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
21 17, 19, 22, and 28 prior to termination or expiration of this Agreement.

22 27. TAX REPORTING. As required by federal and state law, City is  
23 obligated to and will report the payment of compensation to Consultant on Form 1099-  
24 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
25 resulting from payments under this Agreement. Consultant shall submit Consultant's  
26 Employer Identification Number (EIN), or Consultant's Social Security Number if  
27 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of  
28 Financial Management. Consultant acknowledges and agrees that City has no obligation

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

1 to pay Consultant until Consultant provides one of these numbers.

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

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

9 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
10 designed to or entered for the purpose of creating any benefit or right for any person or  
11 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 90802-4664

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.

23 DEC 2020, 2020

GHD INC., a California corporation

By [Signature] RE  
Name WILLIAM SILVA  
Title VP/PRINCIPAL

22 DEC 2020, 2020

By [Signature]  
Name J. DUNCAN FINDLAY  
Title SECRETARY

"Consultant"

CITY OF LONG BEACH, a municipal corporation

\_\_\_\_\_, 2020

By \_\_\_\_\_  
City Manager

"City"

This Agreement is approved as to form on \_\_\_\_\_, 2020.

CHARLES PARKIN, City Attorney

By \_\_\_\_\_  
Deputy



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

GHD INC., a California corporation

3  
4 23 DEC 2020, 2020

By [Signature] RE  
Name WILLIAM SILVA  
Title VP/PRINCIPAL

6  
7 22 DEC 2020, 2020

By [Signature]  
Name J. DUNCAN FINDLAY  
Title SECRETARY

9 "Consultant"

10 CITY OF LONG BEACH, a municipal  
11 corporation

12 January 13, <sup>2021</sup>~~2020~~

By [Signature]  
City Manager

13 EXECUTED PURSUANT  
14 TO SECTION 301 OF  
15 THE CITY CHARTER "City"

16 This Agreement is approved as to form on Dec. 29, 2020.

17 CHARLES PARKIN, City Attorney

18 By [Signature]  
Deputy

19  
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26  
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28  
OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

# EXHIBIT “A”

## Scope of Work



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

### **3. SCOPE OF PROJECT**

#### **REQUIREMENTS FOR SERVICES**

Each submitting consultant must have the capability to provide the full range of required services as detailed in the scope of work for this RFP. A detailed outline of the scope of work for this project should be submitted with the proposal. In summary, the selected consultant will provide professional engineering design services that may include the following:

- Detailed scope of work plans and projected schedule
- Community outreach
- Traffic analyses
- Preliminary corridor designs
- Community update meetings
- Detailed corridor designs
- Final community wrap-up meetings
- Final construction bid package

The project improvements are located along the length of Artesia Boulevard, western city limit (Harbor Avenue) to the eastern city limit (Downey Avenue) and are located at intersections, bus stops, sidewalks and along the ROW.

This scope of the project will be based on the Artesia Great Blvd and Artesia Corridor Signal Enhancements Metro CFP applications. However, amendments and improvements need to be made and the final design may be altered based upon the community response and further study. The task list below should be used as a general guideline to the consultants. Consultants are encouraged to prepare and submit their own detailed scope of work based on the successful grant applications.

Artesia is a regionally significant east-west arterial carrying high levels of through traffic as well as internal traffic from surrounding neighborhoods and large trip generators. Another major component of the project is Active Transportation Improvement along the corridor by improving bicycle and pedestrian facilities and improving both safety and mobility by proper separation of vehicular traffic from bicyclists and pedestrians. This project will implement a series of complete street improvements along the length of Artesia Blvd within the City of Long Beach limits. Some of the project's active transportation and transit improvement components include:

- Class IV parking protected bikeway with adequate buffer space and bike-sensitive detector loops at signalized intersections
- Bulb-outs to include bioswales to handle drainage
- Advanced stop bars at all crosswalks, with LED countdown pedestrian heads and audible signals at 11 intersections
- LED lighting for all street lights



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- Street trees, landscaping, and street furniture
- Transit improvements at most Metro and Long Beach Transit intersection stops including:
  - bulb-outs at multiple intersections with fully improved bus shelters per Long Beach Transit specifications
  - upgraded transit stops with fully improved bus shelters at 16 transit
  - real-time tracking

The improvements are necessary to enhance capacity and improve operational efficiency, transit accessibility and convenience, safety, channelization of traffic, drainage issues, and to calm traffic. The existing 18' wide median on Artesia Blvd would need to be narrowed and modified to accommodate for the capacity enhancements needed along the corridor. Considering the major modification of the street surface, a complete street rehabilitation project and resurfacing would be necessary.

Several important convenience and beautification related components such as Transit facilities and Street Furniture, Street Lighting and Landscape and Irrigation upgrades are other major components of the projects.

The project will also include major ITS and signal improvement components including installation of fiber optic cables and other communication devices, new traffic signals, signal upgrades, multiple Closed-Circuit Television (CCTV) camera and Changeable Message Sign (CMS) and Transit Signal Priority (TSP) installations along the corridor<sup>[[CS1]]</sup><sup>[[ST2]]</sup>. This will be a process that the consultant will need to work through as the design progresses with input from city staff.

The signal component of the proposed work is to upgrade all traffic signals along the corridor. Dilapidated equipment such as older 8-inch vehicle heads, countdown pedestrian heads, mast arms, poles, bicycle detectors, non-ADA pedestrian push buttons and LED countdown pedestrian heads, safety lighting and wiring will be replaced to conform to current City of Long Beach and Department of Transportation standards. Damaged traffic signs, poles and other equipment shall also be replaced to increase driver visibility and safety along the corridor. At the intersections along the corridor, the existing 170 signal controllers will be replaced with new 2070L controllers for software upgrade and communication with Transparity TMC.

Another key component required for managing the Artesia Blvd corridor includes installing multiple CCTV cameras at key intersections along this corridor. The proposed cameras will assist staff with monitoring live traffic conditions throughout the corridor. City Staff in the TMC will have the ability to modify signal timing through the ATCS when congested and/or unsafe conditions occur. The CCTV cameras will also assist staff with emergency management from Transparity TMC.



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The City currently owns and operates more than 600 traffic signals citywide and uses both ATSAC and QuicNet systems. The City has begun its transition from the current two systems to Transparity TMS (by McCain). The City requires the consultant to provide licenses, equipment upgrades and any other associated system requirements to accommodate the conversion to the Transparity TMS.

The next component is the installation of Changeable Message Signs (CMS) along Artesia Blvd. The consultant would analyze the need for these CMS signs. The main goal of the CMS installation is to provide directional guidance to motorists and increase flow along the corridor. During SR-91 and/or 1-710 construction periods, un-familiar drivers will be using Artesia Blvd as the major alternate route. Also, during periods of routine congestion on the SR-91, drivers often use Artesia Blvd as a viable detour. The CMSs will be able to direct motorists on and off the arterial efficiently.

Another component proposed along the corridor is the installation of fiber optic cable and other communication devices where gaps exist. The installation of fiber along the entire length of the corridor will assure all signals are connected to each other and the TMC. Completing state-of-the-art fiber optic and wireless communication will provide the bandwidth required by the monitoring, informational and ATCS devices and software along the corridor to work together efficiently.

Final component is the TSP system that would require all the four components: a proposal for a detection system aboard transit vehicle; a priority request generator which can be aboard the vehicle or at a centralized management location; a strategy for prioritizing requests; and an overall TSP management system. Proper operational provisions and management software should be proposed.

### 3.1. Preliminary Safety/Mobility Evaluation and Feasibility Study

The consultant will need to evaluate safety and mobility along the corridor. Areas with deficiencies need to be identified for potential improvements. Also, considering the fact that several signalized intersections and multiple median segments will be modified, evaluation of the multi-modal safety and mobility is needed.

### 3.2. Develop Project Strategy

The consultant will review and consider the documents supplied by the City Team. Based on the finding of the preliminary study and the language of the application, the consultant will develop a project strategy. Consultant will convene strategy sessions with the City Team to determine the project's direction. The scope of the project will be refined at this stage.

### 3.3. Public Outreach and Community Feedback



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Based on the scope of the project defined in Task 3.2, the consultant will conduct public outreach and present potential future improvements to public. Meetings will be held in City facilities whenever possible. ~~CS3~~~~ST4~~ Community feedback shall be collected and used during the design process.

#### 3.4. Environmental Review

Based on the capacity enhancement and safety/mobility improvement nature of the project and considering the final scope of the project, environmental review and clearance of the project is necessary.

#### 3.5. Data Collection

The consultant will need a survey to get a 3-dimensional base map of the street and will require utility information since a base map is not available. Also, should extra information be needed along the process, the consultant will need to gather the information and conduct counts or surveys.

#### 3.6. Design

All plans will be done on City standard plan sheets and submitted to the City for review at the 60%, 90% and final stages along with the appropriate specification (as required). Mylars of final approved plans shall be provided. The design tasks listed below are general and based on the language of the grants. Consultants are encouraged to propose the detailed design service needed for the project. A complete construction bid package will be required. Design service at a minimum will include the following items:

- Median Modification
- Utility Relocations
- Landscape
- Irrigation
- Drainage
- Safety and Traffic Calming Measures
- Active Transportation Components
- New Signals and Signal Modifications
- Vehicular ITS Improvements
- Transit ITS Improvements
- Signal Operations Improvements (adaptive signal timing and coordination)
- Sidewalks and ADA improvements
- Street Furniture Improvements
- Transit Facilities Improvements
- Street Lighting Improvements
- Pavement Rehabilitation
- Final Signing and Striping Plan



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- Traffic Controls Plans for Implementation

The Artesia Great Blvd project will include every aspect of a complete street and will improve safety, mobility and livability along the corridor. Any other improvement that can serve the purpose of the project, should be proposed and the design service should be included. Consultants are encouraged to submit a complete and comprehensive Scope of Service with their application package.

**4. SUBMITTAL INSTRUCTIONS**

4.1 For questions regarding this RFP, submit all inquiries via email to [rfppurchasing@longbeach.gov](mailto:rfppurchasing@longbeach.gov) by 11:00 AM, PST on 01/14/20. Responses to the questions will be posted on the City's website [longbeach.gov/purchasing](http://longbeach.gov/purchasing) under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

4.1.1 The City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.

**4.2 RFP Timeline (times indicated are Pacific Time)**

<b><u>TASK</u></b>	<b><u>DATE/TIME</u></b>
Mandatory pre-proposal meeting	January 6, 2020 @ 2:00 PM
Deadline for submitting questions	January 14, 2020 by 11:00 AM
Answers to all questions submitted available	January 21, 2020 by 11:00 AM
Deadline for submission of proposals	February 4, 2020 by 11:00 AM
Evaluation period	February 2020 - March 2020
Selection of Contractor	April - May 2020

**NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Consultants.**

# EXHIBIT “B”

Rates or Charges



ARTESIA GREAT BLVD IMPROVEMENTS PROJECT PW20-004 COMPENSATION AND FEE SCHEDULE - GHD		
TASK	Task Description	
<b>Task 1</b>	<b>Project Management, Coordination and Meetings</b>	
1.1	Kick off Meeting	
1.2	Project Meetings (up to 5 meetings)	
1.3	Project Coordination and Management (9 months) - Cost included in the below tasks	
	<b>Subtotal</b>	<b>\$ 32,967</b>
<b>Task 2</b>	<b>Data Collection</b>	
2.1	Field Survey	
2.2	Traffic Counts	
2.3	Pavement Investigation, Testing and Recommendation	
2.4	Utility Research and Investigation (Desktop and GPR)	
	<b>Subtotal</b>	<b>\$ 240,267</b>
<b>Task 3</b>	<b>Preliminary Safety/Mobility Evaluation and Feasibility Study</b>	
3.1	Collision Data Review	
3.2	Field Review	
3.3	Traffic Analysis	
3.3.1	Traffic Operations Analysis	
3.3.2	System Engineering Basis of Design	
3.3.3	TSP CONOPS	
3.4	Preliminary Safety/Mobility Evaluation	
3.5	Feasibility Study	
3.5.1	Text and Costing	
3.5.2	Overall Strategy Diagrams	
3.5.3	Roadway Segment Strategy Diagrams	
3.5.4	Alignment Alternative Drawings (20% Concept Design, Plan/Section)	
3.5.5	Alignment Alternative Visualizations	
3.5.7	Document Assembly (including Content from Outreach and Strategy)	
	<b>Subtotal</b>	<b>\$ 365,978</b>
<b>Task 4</b>	<b>Develop Project Strategy</b>	
4.1	Review Funding Applications and Documents from City Team	
4.2	Prep for Strategy Session with City Team	
4.3	Strategy Session with City Team	
4.4	Project Strategic Plan and Refined Scope	
	<b>Subtotal</b>	<b>\$ 33,722</b>
<b>Task 5</b>	<b>Environmental Review</b>	
5.1	Environmental Support (Coordination, Exhibits, etc)	
	<b>Subtotal</b>	<b>\$ 8,237</b>
<b>Task 6</b>	<b>Public Outreach and Community Feedback</b>	
6.1	Outreach & Communications Meeting with City Team	
6.2	Prepare PowerPoint and Print Templates	
6.3	Public Outreach Workshops (3 workshops)	
6.4	Workshop Preparation (Drawings, Print Material, Input and Interactive Elements)	
6.5	Outreach Coordination, Collateral, Notices and Logistics	
6.7	Translation Services	
6.8	Public Opinion Survey	
6.9	Public Outreach Final Report	
	<b>Subtotal</b>	<b>\$ 160,337</b>

<b>ARTESIA GREAT BLVD IMPROVEMENTS PROJECT PW20-004 COMPENSATION AND FEE SCHEDULE - GHD</b>		
<b>Task 7</b>	<b>PS&amp;E</b>	
7.1	60% PS&E	
7.1.1.	60% Design Plans (Refer to scope of work -Table 1 for total number of plans)	
7.1.2	Draft Drainage, SWPPP and SUSMP	
7.1.1.	Technical Specifications (TOC)	
7.1.3	Construction Cost Estimate	
7.2	90% PS&E	
7.2.1	90% Design Plans (Refer to scope of work -Table 1 for total number of plans)	
7.2.2	Final Drainage, SWPPP and SUSMP	
7.2.3	Technical Specifications	
7.2.4	Construction Cost Estimate	
7.3	Final PS&E	
7.3.1	Final Design Plans	
7.3.2	Technical Specifications	
7.3.3	Construction Cost Estimate	
	<b>Subtotal</b>	<b>\$ 1,250,691</b>
<b>Task 8</b>	<b>ATMS and 2070 Program Procurement</b>	
8.1	Direct Expenses- ATMS and 2070 Program Procurement and Integration Support	
	<b>Subtotal</b>	<b>\$ 25,691</b>
<b>Task 9</b>	<b>REIMBURSABLE EXPENSES (NOT TO EXCEED)</b>	
9.1	Reimbursable expenses	
	<b>Subtotal</b>	<b>\$ 33,402</b>
<b>TOTAL BASE SERVICES</b>		
Partnering Reduction - 1%		<b>\$ 2,151,292</b>
<b>AS NEEDED SERVICES (OPTIONAL)</b>		
<b>Task 10</b>	<b>Potholing</b>	
10.1	Utility potholing (40 potholes, 0-15' ddep)	
10.2	Traffic Control for potholing (including plans)	
	<b>Subtotal</b>	<b>\$ 84,717</b>
<b>Task 11</b>	<b>Signal Operation Improvements Implementation</b>	
11.1	Field Implementation of Coordination Plans and Field Optimization	
	<b>Subtotal</b>	<b>\$ 33,442</b>
<b>TOTAL AS-NEEDED SERVICES</b>		
Partnering Reduction - 1%		<b>\$ 118,159</b>
<b>Grand total (Including Optional Tasks)</b>		
<b>GRAND TOTAL with Partnering Reduction - 1%</b>		<b>\$ 2,269,451</b>

# EXHIBIT “C”

City’s Representative:

Carl Hickman, City Traffic Engineer

(562) 570-6665

[Carl.Hickman@longbeach.gov](mailto:Carl.Hickman@longbeach.gov)

# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

Consultant’s Key Employee:

Bill Silva

(707) 484-8236

Bill.Silva@ghd.com