

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

AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of January 24, 2022 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on January 18, 2022, by and between NABIH YOUSSEF & ASSOCIATES, a California corporation ("Consultant"), with a place of business at 550 South Hope Street, Suite 1700, Los Angeles, California 90071, 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 a seismic survey of existing buildings that will be used for the development of a Building Resiliency Program ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures using a Request for Proposals ("RFP"), attached hereto as Exhibit "A-1", and incorporated by this reference, 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 the amount of Seven Hundred Sixty-Nine Thousand Dollars (\$769,000), with a fifteen percent (15%) contingency of One Hundred Fifteen Thousand Three Hundred Fifty Dollars (\$115,350), for a

1 total not to exceed amount of Eight Hundred Eighty-Four Thousand Three Hundred
2 Fifty Dollars (\$884,350), at the rates or charges shown in Exhibit "B".

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

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

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

1 E. Consultant represents that Consultant has obtained all
2 necessary information on conditions and circumstances that may affect its
3 performance and has conducted site visits, if necessary.

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

7 2. TERM. The term of this Agreement shall commence at midnight on
8 February 1, 2022 and shall terminate at 11:59 p.m. on January 31, 2024, unless sooner
9 terminated as provided in this Agreement, or unless the services or the Project is
10 completed sooner. The term may be extended for three (3) additional one-year periods, at
11 the discretion of the City Manager.

12 3. COORDINATION AND ORGANIZATION.

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

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

26 4. INDEPENDENT CONTRACTOR. In performing its services,
27 Consultant is and shall act as an independent contractor and not an employee,
28 representative, or agent of City. Consultant shall have control of Consultant's work and

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

10 5. INSURANCE.

11 A. As a condition precedent to the effectiveness of this
12 Agreement, Consultant shall procure and maintain at Consultant's expense for the
13 duration of this Agreement from an insurance company that is admitted to write
14 insurance in the State of California or that has a rating of or equivalent to an A:VIII
15 by A.M. Best and Company the following insurance:

16 i. Commercial general liability insurance or self-insurance
17 equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long
18 Beach, and their officials, employees, and agents as additional insureds on
19 a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against
20 claims, demands, causes of action, expenses, costs, or liability for injury to
21 or death of persons, or damage to or loss of property arising out activities
22 performed by or on behalf of the Consultant in an amount not less than One
23 Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US
24 \$2,000,000) in general aggregate.

25 ii. Workers' compensation coverage as required by the
26 Labor Code of the State of California and Employer's liability insurance with
27 minimum limits of One Million Dollars (US \$1,000,000) per accident or
28 occupational illness. The policy shall be endorsed with a waiver of the

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insurer's right of subrogation against the City of Long Beach, and their officials, employees, and agents.

iii. Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering owned, non-owned, and hired automobiles.

iv. Professional liability or errors and omissions liability insurance in an amount not less than Five Million Dollars (\$5,000,000) per claim and in aggregate covering the architectural, engineering, planning, or other professional services provided pursuant to this Agreement.

B. Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach, and their 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 provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

C. Any subcontractors which Consultant may use in the performance of this Agreement shall be required to indemnify the City to the same extent as the Consultant and to maintain insurance in compliance with the provisions of this section.

D. Consultant shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City

1 Risk Manager determines that "Occurrence" policies are not available in the market
2 for the risk being insured. In a "Claims-made" policy is accepted, it must provide for
3 an extended reporting period of not less than one hundred eighty (180) days. Such
4 insurance as required herein shall not be deemed to limit Consultant's liability
5 relating to performance under this Agreement. City reserves the right to require
6 complete certified copies of all said policies at any time. Any modification or waiver
7 of the insurance requirements herein shall be made only with the approval of City
8 Risk Manager. The procuring of insurance shall not be construed as a limitation on
9 liability or as full performance of the indemnification provisions of this Agreement.

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

25 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
26 certifies that, at the time Consultant executes this Agreement and for its duration,
27 Consultant does not and will not perform services for any other client which would create
28 a conflict, whether monetary or otherwise, as between the interests of City and the interests

1 of that other client. Consultant further certifies that Consultant does not now have and shall
2 not acquire any interest, direct or indirect, in the area covered by this Agreement or any
3 other source of income, interest in real property or investment which would be affected in
4 any manner or degree by the performance of Consultant's services hereunder. And,
5 Consultant shall obtain similar certifications from Consultant's employees, subconsultants
6 and contractors.

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

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

22 10. TERMINATION. Either party shall have the right to terminate this
23 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
24 prior written notice to the other party. In the event of termination under this Section, City
25 shall pay Consultant for services satisfactorily performed and costs incurred up to the
26 effective date of termination for which Consultant has not been previously paid. The
27 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective
28 date of termination, Consultant shall deliver to City all Data developed or accumulated in

1 the performance of this Agreement, whether in draft or final form, or in process. And,
2 Consultant acknowledges and agrees that City's obligation to make final payment is
3 conditioned on Consultant's delivery of the Data to the City.

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

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

18 13. ADDITIONAL COSTS AND REDESIGN.

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

25 B. If the Project involves construction and the scope of work
26 requires Consultant to prepare plans and specifications with an estimate of the cost
27 of construction, then Consultant may be required to modify the plans and
28 specifications, any construction documents relating to the plans and specifications,

1 and Consultant's estimate, at no cost to City, when the lowest bid for construction
2 received by City exceeds by more than ten percent (10%) Consultant's estimate.
3 This modification shall be submitted in a timely fashion to allow City to receive new
4 bids within four (4) months after the date on which the original plans and
5 specifications were submitted by Consultant.

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

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

14 16. PREVAILING WAGES.

15 A. Consultant agrees that all public work (as defined in California
16 Labor Code section 1720) performed pursuant to this Agreement (the "Public
17 Work"), if any, shall comply with the requirements of California Labor Code sections
18 1770 *et seq.* City makes no representation or statement that the Project, or any
19 portion thereof, is or is not a "public work" as defined in California Labor Code
20 section 1720.

21 B. In all bid specifications, contracts and subcontracts for any
22 such Public Work, Consultant shall obtain the general prevailing rate of per diem
23 wages and the general prevailing rate for holiday and overtime work in this locality
24 for each craft, classification or type of worker needed to perform the Public Work,
25 and shall include such rates in the bid specifications, contract or subcontract. Such
26 bid specifications, contract or subcontract must contain the following provision: "It
27 shall be mandatory for the contractor to pay not less than the said prevailing rate of
28 wages to all workers employed by the contractor in the execution of this contract.

1 The contractor expressly agrees to comply with the penalty provisions of California
2 Labor Code section 1775 and the payroll record keeping requirements of California
3 Labor Code section 1771.”

4 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
5 constitutes the entire understanding between the parties and supersedes all other
6 agreements, oral or written, with respect to the subject matter in this Agreement.

7 18. INDEMNITY.

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

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

28 C. If a court of competent jurisdiction determines that a Claim was

1 caused by the sole negligence or willful misconduct of Indemnified Parties,
2 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
3 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
4 percentage of willful misconduct attributed by the court to the Indemnified Parties.

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

12 E. The provisions of this Section shall survive the expiration or
13 termination of this Agreement.

14 19. AMBIGUITY. In the event of any conflict or ambiguity between this
15 Agreement and any Exhibit, the provisions of this Agreement shall govern.

16 20. NONDISCRIMINATION.

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

26 B. It is the policy of City to encourage the participation of
27 Disadvantaged, Minority and Women-owned Business Enterprises in City's
28 procurement process, and Consultant agrees to use its best efforts to carry out this

1 policy in its use of subconsultants and contractors to the fullest extent consistent
2 with the efficient performance of this Agreement. Consultant may rely on written
3 representations by subconsultants and contractors regarding their status.
4 Consultant shall report to City in May and in December or, in the case of short-term
5 agreements, prior to invoicing for final payment, the names of all subconsultants
6 and contractors hired by Consultant for this Project and information on whether or
7 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
8 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

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

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

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

25 "During the performance of a contract with the City of Long Beach, the
26 Consultant will provide equal benefits to employees with spouses and its
27 employees with domestic partners. Additional information about the City of
28 Long Beach's Equal Benefits Ordinance may be obtained from the City of

1 Long Beach Business Services Division at 562-570-6200.”

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

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

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

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

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

23 24. COPYRIGHTS AND PATENT RIGHTS.

24 A. Consultant shall place the following copyright protection on all
25 Data: © City of Long Beach, California ____, inserting the appropriate year.

26 B. City reserves the exclusive right to seek and obtain a patent or
27 copyright registration on any Data or other result arising from Consultant's
28 performance of this Agreement. By executing this Agreement, Consultant assigns

1 any ownership interest Consultant may have in the Data to the City.

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

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

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

22 27. CONTINUATION. Termination or expiration of this Agreement shall
23 not affect rights or liabilities of the parties which accrued pursuant to the Sections titled
24 "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Indemnity", and
25 "Audit" prior to termination or expiration of this Agreement.

26 28. TAX REPORTING. As required by federal and state law, City is
27 obligated to and will report the payment of compensation to Consultant on Form 1099-
28 Misc. Consultant shall be solely responsible for payment of all federal and state taxes

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1 resulting from payments under this Agreement. Consultant shall submit Consultant's
2 Employer Identification Number (EIN), or Consultant's Social Security Number if
3 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
4 Financial Management. Consultant acknowledges and agrees that City has no obligation
5 to pay Consultant until Consultant provides one of these numbers.

6 29. ADVERTISING. Consultant shall not use the name of City, its officials
7 or employees in any advertising or solicitation for business or as a reference, without the
8 prior approval of the City Manager or designee.

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

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

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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.

NABIH YOUSSEF & ASSOCIATES, a California corporation

January 27, 2022

By N. Youssef
Name Nabih Youssef
Title President

_____, 2022

By _____
Name _____
Title _____

"Consultant"

CITY OF LONG BEACH, a municipal corporation

_____, 2022

By _____
City Manager

"City"

This Agreement is approved as to form on _____, 2022.

CHARLES PARKIN, City Attorney

By _____
Deputy

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

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 8th Floor
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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.

NABIH YOUSSEF & ASSOCIATES, a California corporation

January 27, 2022

By *N. Youssef*
Name Nabih Youssef
Title President

_____, 2022

By _____
Name _____
Title _____

"Consultant"

CITY OF LONG BEACH, a municipal corporation

2/11, 2022

By *Linda J. Jakum*
City Manager

"City"

This Agreement is approved as to form on February 2, 2022.

CHARLES PARKIN, City Attorney

By *[Signature]*
Deputy

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

EXHIBIT “A-1”

Request for Proposals (RFP)



City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
 Long Beach, CA 90802

City of Long Beach
Request For Proposals Number DV 21-062
For
Building Resiliency Program

Release Date:	05/21/2021
Questions Due to the City:	06/04/2021
Posting of the Q & A:	06/17/2021
Due Date:	07/08/2021

City Contact: Elisa Landeros Buyer 562-570-3835

See Section 4 for instructions on submitting proposals.

Company Name _____ Contact Person _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Federal Tax ID No. _____

E-mail: _____

Prices contained in this proposal are subject to acceptance within _____ calendar days.

I have read, understand, and agree to all terms and conditions herein. Date _____

Signed _____

Print Name & Title _____

Rev 2016 0919



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ATTACHMENTS

- #
- A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
- B PRO-FORMA AGREEMENT
- C STATEMENT OF NON-COLLUSION
- D DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- E W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION AND
VENDOR APPLICATION FORM
- F SECRETARY OF STATE REGISTRATION PRINTOUT
- G EQUAL BENEFITS ORDINANCE
- H INSURANCE

#



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1. OVERVIEW OF PROJECT

The City of Long Beach (City) is seeking proposals from qualified firms (Consultant) to conduct a seismic survey of existing buildings that could potentially be identified as one or more of the following five (5) seismic types:

- Soft, weak, or open-front walls, wood frame buildings (SWOF)
- Rigid wall buildings with flexible diaphragm buildings (RWFD)
- Non-ductile concrete frame with masonry infill buildings (NDCF)
- Non-ductile concrete buildings (NDC)
- Pre-Northridge steel moment frame buildings (PNMF)

The City's Department of Development Services' Building and Safety Bureau (Bureau) previously completed a Seismic Retrofit Program that focused on the mandatory retrofitting of unreinforced masonry bearing wall (URM) buildings. The City had great success in mitigating the seismic hazards associated with URM buildings. In addition, the City has a voluntary earthquake hazard reduction ordinance (LBMC Chapter 18.69 – Voluntary Earthquake Hazard Reduction In Existing Wood Frame Residential Buildings With Weak Cripple Walls And Unbolted Sill Plates) for wood-framed or cripple wall buildings to be upgraded.

The City is now embarking upon a "Building Resiliency Program" focusing on buildings that match the seismic types described above. Some of the buildings may have already been upgraded voluntarily; however, the extent of retrofit upgrades could be unknown to the City. This Request for Proposals (RFP) will result in selecting a Consultant to perform the necessary field survey to identify these buildings, research County and City archives to establish a list of voluntarily upgraded buildings make recommendations to improve the buildings' seismic performance.

The following are the City's voluntary provisions related to the above seismic types.

	SEISMIC TYPE	Voluntary Program	Type of Buildings	Remarks
1	SWOF	Yes	Hotels, lodging houses, congregate residences, and apartments	LBMC 18.70 Pre 1960
2	RWFD	Yes	Large commercial and industrial buildings	LBMC 18.72 Pre 1995
3	NDCF	Yes	Store, office, hotel, parking garages, and mid-rise condo or apartments	LBMC 18.71 Pre 1976



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4	NDC	Yes	Store, office, hotel, parking garages, and mid-rise condo or apartments	LBMC 18.71 Pre 1976
5	PNMF	No	Store, office, hotel, and housing	None

The City recently completed a "Seismic Case Study" that identifies best practices utilized by fifteen (15) California agencies addressing their seismically vulnerable buildings. This document will be available to the Awarded Consultant.

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2. ACRONYMS/DEFINITIONS

For purposes of this RFP, the following acronyms/definitions will be used:

Awarded Consultant	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
Bureau	Building and Safety Bureau.
City	City of Long Beach.
Consultant/ Proposer	Organization/individual submitting a proposal in response to this RFP.
Cripple Wall Buildings	Wood frame residential buildings built with raised wood floors supported by short wood stud walls.
Department / Division	Department of Development Services, Building and Safety Bureau.
Evaluation Committee	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Consultant.
LBMC	Long Beach Municipal Code.
May	Indicates something that is not mandatory but permissible.
NDC	Non-ductile concrete buildings.
NDCF	Non-ductile concrete frame with masonry infill buildings.
PNMF	Pre-Northridge steel moment frame buildings.
RWFD	Rigid wall with flexible diaphragm buildings.
RFP	Request for Proposals.
Shall / Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.



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- Should** Indicates something that is recommended but not mandatory. If the Consultant fails to provide recommended information, the City may, at its sole option, ask the Consultant to provide the information or evaluate the proposal without the information.
- Subcontractor** Third party not directly employed by the Consultant who will provide services identified in this RFP.
- SWOF** Soft, weak, or open-front walls, wood frame buildings.
- URM** Unreinforced masonry bearing wall buildings.

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3. SCOPE OF PROJECT

The City seeks a Consultant to create a database of existing buildings throughout the City that meet the following five (5) seismic types:

	SEISMIC TYPE	ANTICIPATED FIELD WORK	CITY ARCHIVE RESEARCH
1	SWOF	100% Outside Inspection	Required
2	RWFD	90% Outside Inspection	Required
3	NDCF	50% Outside Inspection 50% Inside Inspection	Required
4	NDC	50% Outside Inspection 50% Inside Inspection	Required
5	PNMF	60% Outside Inspection 40% Inside Inspection	Required

The Consultant's proposal shall provide a detailed approach to data collection, research methods, building type analysis, and data presentation. To complete these tasks, the Consultant's proposal shall discuss and elaborate on the following:

- Research of property tax assessor records.
- Field work to identify and develop a database of existing buildings categorized by the above five (5) seismic types.
- Research of City archives (plans and permit records) for the identified buildings and to identify the year the structure was built.
- Compare the database of existing buildings identified in the field to the related City archive information and finalize the database of buildings in each seismic type. The City will make permit data available to the selected Consultant for research and will provide training for the Consultant to conduct such research from the City facility using the City's record system.
- Confirm how the final deliverable product (database of buildings) will be consistent with the City's GIS system and delivered in a format compatible to download as a layer into the City's GIS system. The final deliverable product must be submitted in a common GIS format, such as an Esri file geodatabase in California State Plane NAD 1983 Zone 5 projection. City boundary and Assessor Parcel data is available through DataLB, the City's geospatial and open data portal, and the Los Angeles County Office of the Assessor.



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City Boundary -

<https://dataalb.longbeach.gov - City Boundary>

Assessor Parcels -

<https://portal.assessor.lacounty.gov/>

or

<https://dataalb.longbeach.gov - Assessor Parcel Data>

- Use the information in the database of buildings to create a preliminary engineering cost to improve seismic performance for each building type based on the average industry cost per square foot for the necessary upgrades.

The Consultant's proposal shall have a breakdown of costs and an estimated timeline to complete each of the bullet points for each building type as listed above. If data gathering in the field and research of archives will be done simultaneously, the cost and time should be split between the seismic types.

For buildings that may require an interior inspection to determine the seismic type, the City will collaborate with the Consultant to secure building entry from the building owner. If, after reviewing the City's archives, a Consultant cannot make a final determination, the City will notify the owner about the potential condition of the building and request entry for inspection by the Consultant.

In conjunction with the delivery of the database of buildings, the Awarded Consultant will provide recommendations as to how the City can achieve building resiliency by reducing hazards in buildings that are categorized as one or more of the listed seismic types. The Awarded Consultant shall utilize its expertise and best approaches used by other jurisdictions in California to arrive at its recommendations. These recommendations will be the basis for the City of Long Beach to implement a Building Resiliency Program.

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4. **SUBMITTAL INSTRUCTIONS**

4.1 For questions regarding this RFP, submit all inquiries via email to rfppurchasing@longbeach.gov by 11:00 AM on June 04, 2021. Responses to the questions will be posted on the City's website 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)

TASK	DATE/TIME
Deadline for submitting questions	June 04, 2021 by 11:00 AM
Answers to all questions submitted available	June 17, 2021 by 04:00 PM
Deadline for submission of proposals	July 08, 2021 by 11:00 AM
Evaluation period	July 2021
Selection of Consultant	On or about August – September 2021

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.

4.3 Method of Submission

Electronic proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website. Proposer is solely responsible for "on time" submission of their electronic narrative proposal and cost proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Proposers are reminded to submit their proposals with sufficient time to complete the submission process. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their proposal was submitted successfully. The City will only receive those proposals that were transmitted successfully.



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RFP cover page shall be signed in ink, scanned and included with narrative proposal in the electronic proposal submission.

Submit proposal online at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

- 4.4 **Proposals must be received by 11:00 AM (PT) on July 08, 2021. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED.** Consultants may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Consultant. Consultants shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. **THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION.** The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **uploaded separately, but submitted together.**



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4.11 A responsive submittal will include the following completed documents:

- Narrative/Technical Proposal
- Cost Proposal
- Signed RFP Cover Sheet. Notarization (if required)
- Attachment A – Compliance with the Terms and Conditions of the RFP, signed with any exceptions noted
- Attachment C – Statement of Non-Collusion, signed and dated
- Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certificate, signed and dated
- Attachment E – Consultant's W-9
- Attachment F – Secretary of State Registration. Consultants must be registered with the California Secretary of State prior to contract execution. Submission of Attachment F with the submittal is not mandatory; however, if the Consultant has already filed, it may be uploaded as a general attachment.
- Attachment G – Completed, signed and dated Equal Benefits Ordinance (EBO) Form.
- Addenda (if applicable) – Signed and dated
- Financial Stability – See Section 9.1

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5. PROPOSAL EVALUATION AND AWARD PROCESS

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
 - 5.1.1 Demonstrated competence;
 - 5.1.2 Experience in performance of comparable engagements;
 - 5.1.3 Expertise and availability of key personnel;
 - 5.1.4 Financial stability;
 - 5.1.5 Conformance with the terms of this RFP; and
 - 5.1.6 Reasonableness of cost.
- 5.2 Proposals shall be kept confidential until a contract is proposed to be awarded by City staff.
- 5.3 The City may also contact the references provided in response to Section 9.3; contact any Consultant to clarify any response; contact any current users of a Consultant's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal but shall make an award in the best interests of the City of Long Beach.
- 5.4 The City reserves the right to request clarification of any proposal term from prospective Consultants.
- 5.5 Selected Consultant(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Consultants unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Consultant or withdraw the RFP.
- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

6. PROTEST PROCEDURES

6.1 Who May Protest

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A Proposer may not rely on the protest submitted by another Proposer but must pursue its own protest.

6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all Proposers who



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submitted a proposal via the City's electronic bid notification system at <http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

A Proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Consultant profile. The City is not responsible for Proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

6.3 Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the Proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

6.5 Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the Proposer's sole and exclusive remedy in the event of a protest. The Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.



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7. PROJECT SPECIFICATIONS

See Section 3, Scope of Project.

8. WARRANTY/MAINTENANCE AND SERVICE

Not applicable.

9. COMPANY BACKGROUND AND REFERENCES

9.1 Primary Consultant Information

Consultants must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Consultant must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Consultant's point of contact for a contract resulting from this RFP.
- Company background/history and why Consultant is qualified to provide the services described in this RFP.
- Length of time Consultant has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- **Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability. These statements may include, but are not limited to:**
 - a) Financial Statement or Annual Report;
 - b) Business tax return;
 - c) Statement of income and related earnings;

The level and term of documentation required from the Proposer to satisfy the City will be commensurate with the size and complexity of the contract and Proposers should submit accordingly. If the information submitted by the Proposer, or available from other sources, is insufficient to satisfy the City as to the Proposer's contractual responsibility, the City may request additional information from the



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Proposer or may deem the proposal non-responsive. The City's determination of the Proposer's responsibility, for the purposes of this RFP, shall be final.

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

If "Yes", Consultant must:

- 9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Consultant as primary Consultant.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.2.1.4 The City requires that the awarded Consultant provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- 9.2.1.5 Primary Consultant shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

9.3 References

Consultants shall provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three (3) years. It is the Consultant's responsibility to make sure the client's information is accurate and enough work has been carried out that the client can provide a comprehensive reference.

Information provided shall include:

- Client name;
- Client project manager name, telephone number (no FAX numbers), and Email;
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Project dates (start date to anticipated ending or completion date); and
- Project description

9.4 Business License



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The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to www.longbeach.gov/finance/business_license.

10. COST

The cost proposal and scope of work shall include and specify the firm's labor, indirect costs, and subcontractor costs.

The fee to be paid to the Consultant will be made at the Consultant's established billable rates for staff hours and expenses actually accrued in producing the required services, up to a maximum fee to be established through negotiations.

Billable rates shall not include mark-ups on reimbursable items; no additional payment will be made for those items. The City will neither reimburse the Consultant for mileage nor the use of computer equipment.

11. BONDS

Not Applicable.

12. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process may be funded in whole or in part by various granting entities. Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

12.1 Order of Precedence – In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

12.2 Access to Consultant's Records – The Awarded Consultant shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Consultant which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.



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- 12.3 Americans with Disabilities Act – The Awarded Consultant hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 (“ADA”), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Consultant will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Consultant will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Consultant (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.
- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Consultant shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.5 Compliance with Copeland “Anti-Kickback” Act – The Awarded Consultant shall comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.6 Compliance with Davis-Bacon Act – The Awarded Consultant shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.7 Copyright – The Awarded Consultant acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: “The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.” The Awarded Consultant shall comply with 25 CFR 85.34.
- 12.8 Drug-Free Workplace – The Awarded Consultant hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency – The Awarded Consultant shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).



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- 12.10 Environmental Legislation – The Awarded Consultant shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit consultants from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database (www.sam.gov).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Consultant agrees that, to the extent consultants or subcontractors are utilized, the Awarded Consultants shall use small, minority, women-owned, or disadvantaged business concerns and consultants or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 49 CFR §13.36(e).
- 12.13 National Preservation Acts – The Awarded Consultant shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity – The Awarded Consultant hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Consultant shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Opportunity Employment,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision



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must be incorporated by Awarded Consultant into any subcontract exceeding \$10,000.

- 12.15 Patent Rights – The Awarded Consultant acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department’s project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with “Government Patent Policy” and 37 CFR Part 401.
- 12.16 Payments, Reports, Records, Retention and Enforcement – The Awarded Consultant acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Consultant shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Consultant and all other pending matters are closed.
- 12.17 Publications – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: “This document was prepared under a grant from FEMA’s Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA’s Grant Programs Directorate or the U.S. Department of Homeland Security.”
- 12.18 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. “Unlimited rights” means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).
- 12.19 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.



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13. TERMS, CONDITIONS AND EXCEPTIONS

- 13.1 This contract will be for a period of 24 months with three one-year renewal options at the discretion of the City. The contract term will not exceed 60 months.
- 13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 13.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 13.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Consultants.
- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Consultant's standard contract language. The omission of these documents may render a proposal non-responsive.
- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other consultant, Consultant or prospective Consultant.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.



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- 13.13 Prices offered by Consultants in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The Awarded Consultant agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the Awarded Consultant for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Consultants prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Consultant in responding to the RFP, are entirely the responsibility of the Consultant, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after staff proposes to award a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Consultant may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Consultant thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the Awarded Consultant and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the Awarded Consultant's obligations.
- 13.17 The Awarded Consultant will be the sole point of contract responsibility. The City will look solely to the Awarded Consultant for the performance of all contractual obligations which may result from an award based on this RFP, and the Awarded Consultant shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The Awarded Consultant must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the Awarded Consultant has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each Consultant must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Consultant on the grounds of actual or apparent conflict of interest.
- 13.20 Each Consultant must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or



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investigation pending which involves the Consultant or in which the Consultant has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Consultant's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Consultant expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Consultant selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the Awarded Consultant's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the Awarded Consultant's proposal, and the Awarded Consultant's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.24 Consultant understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Consultant misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to **Attachment G** for further information regarding the requirements of the ordinance.

All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in **Attachment G**. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.



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- 13.27 All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

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

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

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

If the Consultant elects to use subcontractors, Consultant agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Consultant.

The provisions of this Section shall survive the expiration or termination of this Contract.



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

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



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Attachment A

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions **MUST** be documented.

SIGNATURE _____

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)



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Attachment B

PRO-FORMA AGREEMENT

[Depending on service, a different pro-forma agreement may be used. Contact Purchasing or your department's attorney.]

[requirements may also change; contact Risk Management.]

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

1 AGREEMENT

2
3 THIS AGREEMENT is made and entered, in duplicate, as of _____,
4 20__ for reference purposes only, pursuant to a minute order adopted by the City Council
5 of the City of Long Beach at its meeting on _____, 20__, by and between
6 _____, a _____ corporation
7 ("Consultant"), with a place of business at
8 _____, and the CITY OF LONG
9 BEACH, a municipal corporation ("City").

10 WHEREAS, the City requires specialized services requiring unique skills to
11 be performed in connection with _____
12 ("Project"); and

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

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

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

22 1. SCOPE OF WORK OR SERVICES.

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

28 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 _____, 20__, and shall terminate at 11:59 p.m. on _____, 20¹⁹, 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 \$1,000,000 per each occurrence and \$2,000,000 general aggregate.
17 This coverage shall include but not be limited to broad form contractual
18 liability, cross liability, independent contractors liability, and products and
19 completed operations liability. The City, its boards and commissions, and
20 their officials, employees and agents shall be named as additional insureds
21 by endorsement (on City's endorsement form or on an endorsement
22 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both
23 CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37
24 07 04), and this insurance shall contain no special limitations on the scope of
25 protection given to the City, its boards and commissions, and their officials,
26 employees and agents. This policy shall be endorsed to state that the insurer
27 waives its right of subrogation against City, its boards and commissions, and
28 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 \$1,000,000. 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 \$1,000,000 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 \$500,000 combined single limit per accident.

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

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

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

1 commencing on the date this Agreement expires or is terminated.

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

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

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

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

24 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
25 contemplates the personal services of Consultant and Consultant's employees, and the
26 parties acknowledge that a substantial inducement to City for entering this Agreement was
27 and is the professional reputation and competence of Consultant and Consultant's
28 employees. Consultant shall not assign its rights or delegate its duties under this

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

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

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

25 9. OWNERSHIP OF DATA. All materials, information and data
26 prepared, developed, or assembled by Consultant or furnished to Consultant in connection
27 with this Agreement, including but not limited to documents, estimates, calculations,
28 studies, maps, graphs, charts, computer disks, computer source documentation, samples,

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

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

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

26 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
27 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
28 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available

1 without breach of this Agreement by Consultant; or (c) a third party who has a right to
2 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
3 disclosed pursuant to subpoena or court order.

4 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

28 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,

1 constitutes the entire understanding between the parties and supersedes all other
2 agreements, oral or written, with respect to the subject matter in this Agreement.

3 17. INDEMNITY.

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

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

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

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

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

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

12 19. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

27 E. If the City determines that the Consultant has set up or used its
28 contracting entity for the purpose of evading the intent of the EBO, the City may

1 terminate the Agreement on behalf of the City. Violation of this provision may be
2 used as evidence against the Consultant in actions taken pursuant to the provisions
3 of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

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

11 22. COPYRIGHTS AND PATENT RIGHTS.

12 A. Consultant shall place the following copyright protection on all
13 Data: © City of Long Beach, California 2,104, inserting the appropriate year.

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

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

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

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

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

10 25. CONTINUATION. Termination or expiration of this Agreement shall
11 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
12 17, 19, 22, and 28 prior to termination or expiration of this Agreement.

13 26. TAX REPORTING. As required by federal and state law, City is
14 obligated to and will report the payment of compensation to Consultant on Form 1099-
15 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
16 resulting from payments under this Agreement. Consultant shall submit Consultant's
17 Employer Identification Number (EIN), or Consultant's Social Security Number if
18 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
19 Financial Management. Consultant acknowledges and agrees that City has no obligation
20 to pay Consultant until Consultant provides one of these numbers.

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

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

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

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

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

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

5 (NAME OF CONSULTANT)
6 _____, 20__ By _____
7 Name _____
8 Title _____

9 _____, 20__ By _____
10 Name _____
11 Title _____

12 "Consultant"
13 CITY OF LONG BEACH, a municipal
14 corporation

15 _____, 20__ By _____
16 City Manager

17 "City"

18 This Agreement is approved as to form on _____, 20__.

19 CHARLES PARKIN, City Attorney
20 By _____
21 Deputy

22
23
24
25
26
27
28



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Attachment C

Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Authorized signature and date

Print Name & Title



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Business/Contractor/Agency

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date

r20141001



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Consultants who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective Consultants should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the
Purchasing Division in the City of Long Beach Business Services Bureau at 562-570-6200.***

Rev 12.11.13



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Attachment E

W-9 Request for Taxpayer Identification Number and Certification

[W-9 Form must be signed and dated.]

[Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]

[Vendor Application Form is for internal City use only.]



City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
 Long Beach, CA 90802

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
-	
-	
or	
Employer identification number	
-	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part I, later.

Sign Here

Signature of U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
 Long Beach, CA 90802

VENDOR APPLICATION FORM

<p>Company Name (same as line 1 on W9):</p> <p>DBA Name (same as line 2 on W9):</p> <p>Federal Tax ID Number (or SSN):</p> <p>Web Address:</p> <p>Purchase Order Address:</p> <p>Attn:</p> <p>City:</p> <p>State:</p> <p>Contact Name:</p> <p>Email:</p> <p>Phone Number:</p> <p>Fax:</p> <p>Toll Free:</p> <p>'Remit to' Address :</p> <p>Attn:</p> <p>City:</p> <p>State:</p> <p>Contact Name:</p> <p>Email:</p> <p>Phone Number:</p> <p>Fax:</p> <p>Toll Free:</p>	<p style="text-align: right; font-size: small;">leave blank if not applicable</p> <p>required (this number is a fed tax ID: <input type="radio"/> SSN: <input type="radio"/></p> <p>Zip Code:</p> <p>Zip Code:</p> <p style="font-size: small;">If 'remit to' address is the same as the purchase order address, put SAME in first box only</p>
<p>Type of Ownership:</p> <p>Individual <input type="radio"/> Partnership <input type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Nonprofit <input type="radio"/> Government <input type="radio"/></p> <p>Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)</p> <p>MBE <input type="radio"/> WBE <input type="radio"/> Local <input type="radio"/> DBE <input type="radio"/> Certified SBE <input type="radio"/> Certified Micro <input type="radio"/></p> <p style="text-align: right; font-size: small;">State certification number:</p>	



City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
 Long Beach, CA 90802

Attachment F

Secretary of State Certification

Please provide print out showing your business is registered with the California Secretary of State.

(Note, individual and sole proprietor companies are not required to register)

Awarded vendors/Consultants must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

<https://businesssearch.sos.ca.gov/>

Dr. Shirley N. Weber
 California Secretary of State

Home About Business Notary & Authentications Elections Campaign & Lobbying State Archives Registries News Contact

Business Entities (BE)

- Online Services
 - File LLC Statement of Information
 - File Corporation Statement of Information
 - Business Search
 - Publicly Traded Disclosure Search
 - Current Processing Dates
- Service Options
- Name Availability
- Forms, Samples & Fees
- Statements of Information (annual/biennial reports)
- Filing Tips
- Information Requests (certificates, copies & status reports)
- Service of Process
- FAQs
- Contact Information

Business Search

This search provides access to available information for corporations, limited liability companies and limited partnerships of record with the California Secretary of State, with free PDF copies of imaged business entity documents, including the most recent imaged Statements of Information filed for corporations and limited liability companies.

Currently, information for limited liability partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), general partnerships, associations, and other entity types are not contained in the Business Search. If you wish to obtain information about these entity types, download, complete, and submit a [Business Entities Records Request Form](#), to request copies of filings for these entity types.

Note: This search is not intended to serve as a name reservation search. For information on reserving a name, refer to [Name Reservations](#).

To conduct a search:

- Select the applicable search type
- In the "Search Criteria" box, enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the search filter you wish to use to locate the entity if searching for an entity name
- Select the Search button.
- For help with searching an entity name or number, refer to [Search Tips](#)

All fields marked with an asterisk (*) are required.

Search Type *
 Corporation Name LP/LLC Name Entity Number

Search Criteria * Search Filter Keyword

Search



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Attachment G

EQUAL BENEFITS ORDINANCE (EBO) FORM

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity Name: _____

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: _____ Federal Tax ID No. _____
Address: _____
City: _____ State: _____ ZIP: _____
Contact Person: _____ Telephone: _____
Email: _____ Fax: _____

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. ____ Yes ____ No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? ____ Yes ____ No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
____ Yes ____ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
____ Yes ____ No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? ____ Yes ____ No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- _____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- _____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
_____ Yes _____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this _____ day of _____, 20____, at _____, _____

Name _____ Signature _____

Title _____ Federal Tax ID No. _____



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Attachment H

Insurance



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

[CONSULTANT = URBAN DESIGN SERVICES' CONSULTANT]

INDEMNIFICATION: Consultant shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Consultant's performance of the work under this Agreement and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Consultant, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Consultant). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

INSURANCE. As a condition precedent to the effectiveness of this Agreement, Consultant shall procure and maintain at Consultant's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and their officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Consultant in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and their officials, employees, and agents.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering owned, non-owned, and hired automobiles



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

- (d) Professional liability or errors and omissions liability insurance in an amount not less than Five Million Dollars (\$5,000,000) per claim and in aggregate covering the architectural, engineering, planning, or other professional services provided pursuant to this Agreement.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach, and their 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 provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subcontractors which Consultant may use in the performance of this Agreement shall be required to indemnify the City to the same extent as the Consultant and to maintain insurance in compliance with the provisions of this section.

Consultant shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Consultant's liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

EXHIBIT “A”

OVERVIEW OF SERVICES

SCOPE OF SERVICE

PROJECT SPECIFICATIONS



LONG BEACH BUILDING RESILIENCY PROGRAM

21107.BD Part I Narrative & Technical

Prepared For: **City of Long Beach** | July 8, 2021

Prepared By: Nabilh Youssef & Associates

MHP Engineers

ImageCat

PART I NARRATIVE & TECHNICAL

Section I Scope of Project & Specifications *(RFP Section 3 & 7)*

Introduction

Techniques for creating an inventory of potentially seismically vulnerable buildings have evolved over time. Traditionally, consultants review city records (e.g., permit, tax assessor data, and Sanborn maps) to develop an initial list of buildings. These records are likely missing information necessary to positively identify a building as potentially seismically vulnerable. To overcome these limitations, engineers make site visits in order to verify data for every building with missing information. This is a tedious, labor-intensive, and cost-ineffective process.

Fortunately, technology and databases have advanced in recent years and can be leveraged to make the inventory process more efficient. Google has expanded its Street View to include alleyways in the City of Long Beach, enabling us to virtually identify tuck-under parking conditions behind buildings. Software have been developed to link the images of a property from Google Maps to the corresponding tax assessor data in a GIS master dataset. Engineers are able to use these tools to virtually verify seismic vulnerabilities that are visible from the street, saving time and money. Lidar data is now available from LARIAC, and can be linked to specific parcels to further screen buildings by height. Our team will use the latest publically available data and leverage in-house technologies developed specifically to utilize the principles of crowd-sourcing to distribute tasks amongst engineers for the creation of building exposure datasets. These tools streamline the visual inspection process, which would be paired with an appropriate number of field inspections, in order to create a cost-effective approach for providing the City of Long Beach with a robust inventory of potentially vulnerable buildings.

Assumptions

Our team has reviewed the RFP and in several instances the City provided flexibility for the consultants to provide input and make revisions based on expert opinion and best practice. This section documents the assumptions made to develop this proposal.

It is critical to define the scope accurately to ensure all potentially vulnerable buildings are captured in the mitigation program.

Table 1 which follows, identifies the criteria assumed for this proposal. The date of construction is based on definitions that are consistent with other local jurisdictions implementing similar retrofit programs. The cutoff dates align with the City's voluntary program, except for the SWOF buildings. We recommend pre-1978 as a cutoff date for vulnerable wood buildings with open fronts, as significant code changes affecting wood-framed buildings were adopted in the 1976 edition of the UBC, and is consistent with cutoff dates for SWOF ordinances adopted by other local jurisdictions. We also elected to include concrete frame with masonry infill in the non-ductile concrete category as building definitions are very similar.



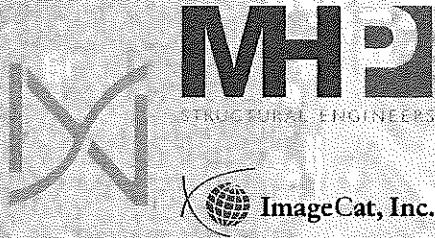
PART I NARRATIVE & TECHINCAL

Section I Scope of Project & Specifications (RFP Section 3 & 7)

Table 1 - Scope Used to Inventory Potentially Vulnerable Building Types

Potentially Vulnerable Building Type ³	Criteria
Soft, weak, or open front (SWOF)	1. Wood frame building with open front condition at the bottom floor. 2. Permitted before 01/01/1978 3. three or more units <i>Excludes: commercial buildings, single family homes, and duplexes.</i>
Rigid wall, flexible diaphragm (RWFD)	1. Buildings with reinforced concrete and/or reinforced masonry walls with flexible diaphragms 2. Permitted before 01/01/1996
Non-ductile concrete and non-ductile concrete frame (NDC) with masonry infill (NDCF)	1. Concrete building ¹ 2. Permitted before 01/01/1978
Pre-Northridge moment frame (PNMF)	1. Buildings with welded steel moment frames as the primary lateral system in one or more directions. 2. Built under building codes enacted before 01/01/1996.
1. "Concrete building" is a building having concrete floors and/or roofs, either with or without beams, supported by concrete walls and/or concrete columns and/or concrete frames with or without masonry infill, or any combination thereof. 2. The following structures are excluded from the proposal: Buildings that are under the jurisdiction of the Division of State Architect (DSA) or Office of Statewide Health and Planning Department (OSHPPD); state and federally owned buildings; and building associated with utilities and infrastructure (e.g., Port of Long Beach, Long Beach airport, bridges, etc.). 3. The inventory is for "potentially" vulnerable buildings only. An engineering evaluation or survey must be performed on each building to confirm it has seismic deficiencies.	

The Approach section outlines the process for gathering and filtering data to develop an inventory of potentially vulnerable building types. The general approach is to start with a complete database that includes all buildings in Long Beach and filter out buildings that do not meet the criteria in Table 1. An important step of the Approach is to utilize virtual field observations. In the past, inventories were completed using a labor intensive effort of sending someone to each building. If that person was an experienced, licensed engineer, the cost to visit thousands of buildings would be very high. If that person was not an experienced engineer, many vulnerable buildings could be missed. Using the principles of ImageCat's crowd-sourcing program GEO-CAN (Global Earth Observation Catastrophe Assessment Network), initial interpretation can be simplified by allowing engineers to perform a virtual preliminary assessment.



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PART I NARRATIVE & TECHNICAL

Section I Scope of Project & Specifications *(RFP Section 3 & 7)*

Some vulnerable building types (e.g., SWOF or RWFD – concrete tilt-up) can be easily identified virtually beyond any doubt. If the virtual inspection does not yield a definitive conclusion, properties will be flagged in the system and in-person site visits will be performed. Buildings will be removed from the inventory only if there is strong evidence demonstrating they do not meet the criteria. Where information about a building is unclear or not known, our intent is to keep it on the potentially vulnerable list. Ordinances typically have a screening phase where an engineering evaluation or assessment can be performed to exempt misclassified buildings. This is a common practice for seismic retrofit programs. They cast a wide net in the inventory process and utilize an engineering evaluation to filter out the false positives.

The RFP mentions “inside inspection” for NDCF, NDC and PNMF buildings. Based on our experience working on these types of buildings it is our professional opinion that these inspections will be of limited benefit, and may fail to define some structural systems. The structural elements for most buildings are covered by architectural finishes and would require some demolition to expose.

Retrofitted buildings that are encountered during the drawing review or permit record review will be documented. However, we do not intend to make a comprehensive effort to identify all potentially seismically vulnerable buildings that have been retrofitted. This is not important to the ordinance implementation process since the screening phase will reveal if previous work has been completed. Furthermore, prior retrofits may not meet City safety requirements as defined under any future ordinance and the building would need to be cited and re-evaluated to demonstrate that previous strengthening meets the performance objective defined by the ordinance.

Approach

The proposed approach for data collection to create an inventory of seismically vulnerable buildings in the City of Long Beach is briefly explained in the following steps and visualized in the schematic diagram.

Step A: Develop a preliminary database of all buildings

The Project Team will first develop an initial building database using the Los Angeles Tax Assessor data, which provides parcel information including address, number of buildings, square footage, date of construction, structural code related to fire classification, use or occupancy, and for many properties the number of stories (often in ranges). We will also use resources including Los Angeles Region Imagery Acquisition Consortium (LARIAC), Open Street Maps, and aerial photos to augment, verify, and filter information from the various data sets. The project team will identify instances where multiple parcels occur in a single building (i.e., condominiums) and consolidate them into a single entry to obtain usable building counts, as well as scenarios where multiple buildings on a parcel require special consideration. As part of this set, a unique ID will be developed for each building that links to the address and city parcel as recorded by the Los Angeles County Tax Assessor. This ID can be replaced or augmented with a city ID if desired.



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PART I NARRATIVE & TECHNICAL

Section I Scope of Project & Specifications *(RFP Section 3 & 7)*

Step B: Filter database based on criteria noted in Table 1.

This preliminary database will be filtered based on criteria noted in Table 1. The criteria include conditions on construction dates (e.g., pre-1976), ISO fire class code types, use type or occupancy (e.g., excluding single-family residential, education or government buildings), including number of units, and where available number of stories.

Step C: Expert crowd-sourcing with GEO-CAN

The filtered database from Step B is transferred as a master GIS dataset to GEO-CAN. Various packages of buildings will be extracted and transferred to engineering teams for virtual (i.e., using Google Earth Street View and/or oblique aerial images) and/or in-field inspections.

Step D – Virtual Screening

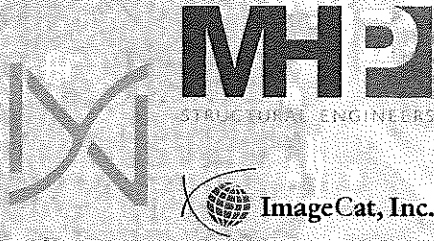
Engineering staff will conduct a virtual inspection of properties using available satellite imagery, and street view photos to verify general construction type and material and to classify the buildings as seismically vulnerable buildings of interest (e.g., SWOF or when masonry infill is clearly visible). Based on this initial review, engineers will identify structures when the determination is clear. Any case in which the available information is not sufficient for an engineering decision will be flagged for a follow-up review by senior engineers and require additional validation (review drawings and visit the site).

Step E – Field Data Collection and Validation for SWOF and RWFD Structures:

The project team expects that most of the SWOF and concrete tilt-up RWFD buildings will be clearly identified in step D because they have easily identifiable exterior features visible from street views and aerial imagery. This is based on previous studies conducted in places such as Orange County (CA), Manhattan, and Florida. For cases where the images have obstructions or it is not possible to confirm type, a site visit will be performed by an experienced, licensed engineer equipped with a smart phone or tablet with a pre-installed in-field data collection application (i.e., Fulcrum), which will be used to complete the determination. Information gathered during the site visit (photographs and notes) will be uploaded to the main platform for final review. COVID-19 protocols consistent with CDC, State of California and City of Long Beach guidelines will be developed for site visits.

Step F – PNMf and NDC Validation Process

Senior engineers will review suspected PNMf and NDC buildings that were flagged for further investigation in Step D. These buildings are difficult to identify from an exterior-only observation. The project team expects additional validation will be required for these building types. The next step is to determine if drawings are available for the PNMf and NDC buildings. Engineering staff will review permit records and drawings to confirm the year and construction type. It is anticipated that site visits will be performed by licensed engineers for nearly all of the PNMf and NDC buildings, and field data will be collected and uploaded as described above (Step E).



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PART I NARRATIVE & TECHNICAL

Section I Scope of Project & Specifications *(RFP Section 3 & 7)*

Step G: Web-Based Review

Results of these inspections will be transferred back to a platform to facilitate monitoring the progress with various visualization and mapping tools as interpretations from Step E and F. The platform provides thematic maps of different structure types for review with the City at important checkpoints of the project for brief reviews prior to commencement of next steps, as well as a mechanism for senior engineer review. The platform is easily customizable and will facilitate various levels described above.

Finally, the complete inventory of seismically vulnerable buildings will be exported to a Geodatabase or other GIS format that is consistent with the City's GIS database, along with maps suitable for presentation.

Final Deliverables

The proposal includes four 2 hour meetings between the proposal team and the City of Long Beach. At the end of the project the City will receive:

- **Potentially Vulnerable Building Database** – The database will be consistent with the City's GIS system. It will be organized based on building identifiers (address, parcel numbers, and global coordinates) and scoping criteria (e.g., construction type, age, height, and other scoping criteria identified in Table 1).
- The database file will be accompanied by a set of supporting materials that can be developed as a visualization package to highlight the presence of seismically vulnerable buildings of different types at various parts of the City of Long Beach with optional overlays of relevant hazard data (e.g., probabilistic USGS ground motion maps).
- **Retrofit Cost Report** – A study will be done to identify "typical" cost ranges associated with retrofitting each of the potentially vulnerable building types. The study will rely on existing cost data from other jurisdictions, and past experience with similar projects. The cost estimates will be presented in cost per square foot.
- **Seismic Retrofit Program Recommendations** – The team will provide a series of recommendations on how the City should utilize the inventory database and organize their retrofit ordinance program to improve The City's resilience. The team will also utilize their experience with other Cities and their many actual completed Ordinance retrofits.

EXHIBIT “B”

RATES AND CHARGES



LONG BEACH BUILDING RESILIENCY PROGRAM

21107:BD Part I Narrative & Technical

Prepared For: **City of Long Beach | July 8, 2021**

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MHP Engineers

ImageCat

PART II COST

Section I Summary of Fee and Schedule, Hourly Rates

Summary of Fee and Schedule

Our proposed fee and schedule are presented in the Fee Table and Schedule Table on the next page, and is broken down by task/scope item and building type.

Our fee is based on an initial review of the property tax assessor records filtered by structural code for fire classification and year of construction to estimate the number of buildings of wood frame, masonry, concrete frame and steel frame construction that may need to be surveyed.

We estimate that there are approximately 10,000 wood frame buildings (potential SWOF), 4800 masonry and concrete buildings (potential RWFD, NDC & NDCF), and 500 steel frame buildings (potential PNMF). We also assumed that a large percentage of these buildings will need to be surveyed.

Our costs are based on estimated survey time (virtual inspection, site visit, permit and drawing review) on a per building basis for each of the building types. We estimate 4,000 buildings require site visit or drawing review.

Given the uncertainty related to the number of buildings that need to be surveyed and the associated effort involved we recommend an allowance for 15% contingency.

The schedule presented in the Schedule Table assumes that surveys are conducted for one building type at a time (e.g. if surveys for all of the building types were performed sequentially the total project duration would be 84 weeks).

If surveys for multiple building types are conducted simultaneously, the project schedule of a single building type will likely increase, however due to efficiency gains the total project duration will be very much less than if the surveys were conducted sequentially (e.g. if surveys for all of the building types were performed concurrently the total project duration would be 40 weeks).

Hourly Rate Table

Principal	\$250
Senior Engineer	\$180
Engineer	\$150



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PART II COST

Section I Summary of Fee and Schedule, Hourly Rates

Fee Table

TASK	Building Type				FEE SUB-TOTAL
	SWOF	RWFD	NDC & NDCF	PNMF	
Research of property tax assessor records	-	-	-	-	\$34,000
Virtual Inspection	\$81,000	\$9,000	-	-	\$90,000
Field work	\$68,000	\$174,000	\$116,000	\$50,000	\$408,000
Research of City archives	\$4,000	\$15,000	\$100,000	\$58,000	\$177,000
Finalize database, report & recommendations	\$20,000	\$20,000	\$3,000	\$3,000	\$46,000
Finalize GIS database	-	-	-	-	\$4,000
Meefings (4 – 2 hours)	-	-	-	-	\$10,000
Total					\$769,000
Recommended Contingency (15%)					\$115,350
Total with Contingency					\$884,350

Schedule Table

TASK	Building Type			
	SWOF	RWFD	NDC & NDCF	PNMF
Research of property tax assessor records	2 weeks	2 weeks	2 weeks	2 weeks
Virtual Inspection	10 weeks	2 weeks	-	-
Field work & Research of City archives	4 weeks	20 weeks	20 weeks	10 weeks
Finalize database, report & recommendations	3 weeks	3 weeks	2 weeks	2 weeks
Finalize GIS database	2 weeks	2 weeks	2 weeks	2 weeks
Total	19 weeks	27 weeks	24 weeks	14 weeks

EXHIBIT “C”

**DEPARTMENT REPRESENTATIVE
DIRECTOR OF DEVELOPMENT
SERVICES OR DESIGNEE**

EXHIBIT “D”

MATERIALS AND INFORMATION

NONE

EXHIBIT “E”

KEY EMPLOYEE

Nabih Youssef, Principal