

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 AGREEMENT

2 **33926**

3 THIS AGREEMENT is made and entered, in duplicate, as of July 1, 2015 for
4 reference purposes only, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach at its meeting on June 2, 2015, by and between ARCHITECTS
6 MCDONALD, SOUTAR & PAZ, INCORPORATED, a California corporation ("Consultant"),
7 with a place of business at 3575 Long Beach Blvd., Long Beach, California 90807, and the
8 CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, the City requires specialized services requiring unique skills to
10 be performed in connection with as-needed architectural services ("Project"); and

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

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

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

20 1. SCOPE OF WORK OR SERVICES.

21 A. Consultant shall furnish specialized services more particularly
22 described in Exhibit "A", attached to this Agreement and incorporated by this
23 reference, in accordance with the standards of the profession, and City shall pay for
24 these services in the manner described below, not to exceed Four Hundred
25 Thousand Dollars (\$400,000), at the rates or charges shown in Exhibit "B".

26 B. The City's obligation to pay the sum stated above for any one
27 fiscal year shall be contingent upon the City Council of the City appropriating the
28 necessary funds for such payment by the City in each fiscal year during the term of

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this Agreement. For the purposes of this Section, a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Agreement will terminate at no additional cost or obligation to the City.

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

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

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

F. CAUTION: Consultant shall not begin work until this Agreement has been signed by both parties and until Consultant's evidence of

1 insurance has been delivered to and approved by the City.

2 2. TERM. The term of this Agreement shall commence at midnight on
3 July 20, 2015, and shall terminate at 11:59 p.m. on July 19, 2017, unless sooner terminated
4 as provided in this Agreement, or unless the services or the Project is completed sooner.
5 The Parties have the option to extend the term for three (3) additional one-year periods.

6 3. COORDINATION AND ORGANIZATION.

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

15 B. The parties acknowledge that a substantial inducement to City
16 for entering this Agreement was and is the reputation and skill of Consultant's key
17 employee, Edgar J. Paz. City shall have the right to approve any person proposed
18 by Consultant to replace that key employee.

19 4. INDEPENDENT CONTRACTOR. In performing its services,
20 Consultant is and shall act as an independent contractor and not an employee,
21 representative, or agent of City. Consultant shall have control of Consultant's work and
22 the manner in which it is performed. Consultant shall be free to contract for similar services
23 to be performed for others during this Agreement provided, however, that Consultant acts
24 in accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges
25 and agrees that a) City will not withhold taxes of any kind from Consultant's compensation,
26 b) City will not secure workers' compensation or pay unemployment insurance to, for or on
27 Consultant's behalf, and c) City will not provide and Consultant is not entitled to any of the
28 usual and customary rights, benefits or privileges of City employees. Consultant expressly

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1 warrants that neither Consultant nor any of Consultant's employees or agents shall
2 represent themselves to be employees or agents of City.

3 5. INSURANCE.

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

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

26 (b) Workers' Compensation insurance as required by the California
27 Labor Code and employer's liability insurance in an amount not less than
28 \$1,000,000. This policy shall be endorsed to state that the insurer waives

1 its right of subrogation against City, its boards and commissions, and their
2 officials, employees and agents.

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

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

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

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

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

27 E. Consultant shall require that all subconsultants or contractors
28 which Consultant uses in the performance of these services maintain insurance in

1 compliance with this Section unless otherwise agreed in writing by City's Risk
2 Manager or designee.

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

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

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

21 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
22 contemplates the personal services of Consultant and Consultant's employees, and the
23 parties acknowledge that a substantial inducement to City for entering this Agreement was
24 and is the professional reputation and competence of Consultant and Consultant's
25 employees. Consultant shall not assign its rights or delegate its duties under this
26 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
27 of City, except that Consultant may with the prior approval of the City Manager of City,
28 assign any moneys due or to become due the Consultant under this Agreement. Any

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

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

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

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

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

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

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

25 13. ADDITIONAL COSTS AND REDESIGN.

26 A. Any costs incurred by the City due to Consultant's failure to
27 meet the standards required by the scope of work or Consultant's failure to perform
28 fully the tasks described in the scope of work which, in either case, causes the City

1 to request that Consultant perform again all or part of the Scope of Work shall be at
2 the sole cost of Consultant and City shall not pay any additional compensation to
3 Consultant for its re-performance.

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

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

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

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

24 17. INDEMNITY.
25 A. Consultant shall indemnify, protect and hold harmless City, its
26 Boards, Commissions, and their officials, employees and agents ("Indemnified
27 Parties"), from and against any and all liability, claims, demands, damage, loss,
28 obligations, causes of action, proceedings, awards, fines, judgments, penalties,

1 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
2 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
3 in part, out of or in connection with (1) Consultant's breach or failure to comply with
4 any of its obligations contained in this Agreement, or (2) negligent or willful acts,
5 errors, omissions or misrepresentations committed by Consultant, its officers,
6 employees, agents, subcontractors, or anyone under Consultant's control, in the
7 performance of work or services under this Agreement (collectively "Claims" or
8 individually "Claim").

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

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

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

1 willful misconduct of the Consultant.

2 E. The provisions of this Section shall survive the expiration or
3 termination of this Agreement.

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

6 19. NONDISCRIMINATION.

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

16 B. It is the policy of City to encourage the participation of
17 Disadvantaged, Minority and Women-owned Business Enterprises in City's
18 procurement process, and Consultant agrees to use its best efforts to carry out this
19 policy in its use of subconsultants and contractors to the fullest extent consistent
20 with the efficient performance of this Agreement. Consultant may rely on written
21 representations by subconsultants and contractors regarding their status.
22 Consultant shall report to City in May and in December or, in the case of short-term
23 agreements, prior to invoicing for final payment, the names of all subconsultants
24 and contractors hired by Consultant for this Project and information on whether or
25 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
26 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

27 20. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
28 accordance with the provisions of the Ordinance, this Agreement is subject to the

1 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
2 Long Beach Municipal Code, as amended from time to time.

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

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

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

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

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

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

26 21. NOTICES. Any notice or approval required by this Agreement shall
27 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
28 postage prepaid, addressed to Consultant at the address first stated above, and to the City

1 at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a
2 copy to the City Engineer at the same address. Notice of change of address shall be given
3 in the same manner as stated for other notices. Notice shall be deemed given on the date
4 deposited in the mail or on the date personal delivery is made, whichever occurs first.

5 22. COPYRIGHTS AND PATENT RIGHTS.

6 A. Consultant shall place the following copyright protection on all
7 Data: © City of Long Beach, California _____, inserting the appropriate year.

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

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

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

27 24. WAIVER. The acceptance of any services or the payment of any
28 money by City shall not operate as a waiver of any provision of this Agreement or of any

1 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
2 Agreement shall not constitute a waiver of any other or subsequent breach of this
3 Agreement.

4 25. CONTINUATION. Termination or expiration of this Agreement shall
5 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
6 17, 19, 22, and 28 prior to termination or expiration of this Agreement.

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

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

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

22 29. THIRD PARTY BENEFICIARY. This Agreement is not intended or
23 designed to or entered for the purpose of creating any benefit or right for any person or
24 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.

ARCHITECTS MCDONALD, SOUTAR & PAZ, INCORPORATED, a California corporation

July 10, 2015

By [Signature]
Name Michael Soutar
Title President

July 10, 2015

By [Signature]
Name Edgar Paz
Title Vice-President

"Consultant"

CITY OF LONG BEACH, a municipal corporation

8/10/2015

By [Signature] EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.
City Manager

Assistant City Manager

"City"

This Agreement is approved as to form on 7/17, 2015.

CHARLES PARKIN, City Attorney
By [Signature]
Deputy

Exhibit A

Scope of Work



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Appendix A

Scope of Services

A. BASIC SERVICES

1.0 OVERALL ARCHITECTURAL DESIGN SERVICES

- a) Prepare a Quality Assurance/Quality Control (QA/QC) Plan prior to initiating any project with the City of Long Beach. The QA/QC Plan shall be made available to any Project Manager upon request, and must be updated regularly.
- b) Review and apply City documentation standards for drawings and specifications.
- c) Prepare drawings, specifications, and cost estimates (PS&E's).
- d) Prepare conceptual schematic design studies and reports to the LEED certification standards (if any) directed by the City, consisting of but not necessarily limited to:
 - I. Site and Building Plans
 - II. Elevations and Building Sections
 - III. Primary Material & Color Recommendations
 - IV. Schematic Design Report
- e) Prepare design schedule in Microsoft Project Format.
- f) Prepare Architectural and coordinate the preparation of Landscaping & Engineering Design Development drawings and 30% Construction Documents (including interior design and furniture selection) consisting of but not necessarily limited to:
 - I. Drawing index
 - II. Site and Building Plans
 - III. Elevations and Building Sections
 - IV. Design Details
 - V. Primary Material & Color Selections
- g) Preliminary furniture selections
- h) Prepare Architectural and coordinate the preparation of Landscaping and Engineering 60% Construction Documents (including interior design and furniture selection) consisting of but not necessarily limited to:
 - I. Cover Sheet, General Notes & Legends, Conditions of Approval
 - II. Site and Building Plans
 - III. Elevations and Building Sections
 - IV. Details
 - V. Fixture & Equipment Schedules
 - VI. Landscaping & Irrigation
 - VII. Technical Specifications in the latest Construction Specifications Institute (CSI) or Greenbook Format as designated by the City of Long Beach.
- i) Prepare Architectural and coordinate the preparation of Landscaping and Engineering 90% Plan Check and Construction Drawings and Specifications (including interior design, furniture, finishes & equipment selection and integration of security and security system requirements in conjunction with the City Technology Services Department);



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Applications and all other necessary professional instruments and certifications. Plan check fees will be paid by the City.

- j) Prepare Architectural and coordinate the preparation of Landscaping and Engineering 100% Bid and Construction Drawings and Specifications (including interior design and furniture selection).
- k) Prepare all necessary documentation for the designated LEED certification.
- l) Prepare plan check corrections and resubmissions in a timely manner for review by City of Long Beach Planning and Building Departments and other agencies having jurisdiction
- m) Meet and coordinate with City representatives and other consultants for design reviews and approvals during the above phases.
- n) Prepare construction cost estimates for each design phase. For example, cost estimates at the 30% phase shall be accurate to within 15-25%; 60% phase to 10-15%; and 90% cost estimates shall be your best effort to achieve accuracy within 5% of the anticipated lowest qualified public bid.
- o) Provide stamped and signed plan originals (mylars), calculations, and specifications by appropriately licensed California architects and engineers.

1.1 Construction Bidding Services

Assist the City's project manager at the project manager's specific direction with the following:

- a) Preparation of bid documents.
- b) Attendance at mandatory pre-bid meetings.
- c) Assist in responding to bid phase questions.
- d) Assist in preparing addenda items.

1.2 Services During Construction

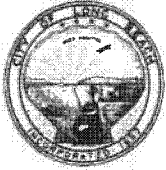
Assist the City's project manager at the project manager's specific direction with the following:

- a) Attend construction meetings
- b) Review contractor material submittals and shop drawings
- c) Conduct construction observation site visits
- d) Assist in responding to contractor Requests For Information in a timely fashion
- e) Prepare drawing and specification field revisions
- f) Review Contract Change Order and Payment requests
- g) Prepare as-built drawings
- h) Conduct punch list inspections
- i) Review or issue Certificate of Practical Completion
- j) Assist City with warranty-related work or other construction deficiencies.

1.3 Additional and optional types of services

Additional Architectural Services may also include:

- a) Improvement of existing facilities.
- b) Accessibility improvements.



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- c) Interior building design including tenant improvements, furniture, finishes and equipment selection.
- d) Interior and exterior facility signage designs including wayfinding and ADA signage.
- e) Architectural Facility Assessments including site's ability to accommodate the improvements
- f) Integration of security and security system requirements
- g) LEED certified designs as per the U.S. Green Building Council.
- h) Maintenance and training program consultation
- i) Post occupancy evaluations
- j) Maintenance and training program consultation
- k) Post occupancy evaluations

2.0 OVERALL LANDSCAPE ARCHITECTURE DESIGN SERVICES

- a) Prepare a Quality Assurance/Quality Control (QA/QC) Plan prior to initiating any project with the City of Long Beach. The QA/QC Plan shall be made available to any City Project Manager upon request, and must be updated regularly.
- b) Review and apply City documentation standards for drawings and specifications.
- c) Prepare design schedule in Microsoft Project format.
- d) Prepare drawings, specifications, and cost estimates (PS&E's) for Landscape Design, Site Planning, Urban Design, Streetscapes, Greenways & Trails, Parks & Recreation Facilities, and Signage & Wayfinding projects in the City.
- e) Prepare Site Analysis reports consisting of but not necessarily limited to:
 - I. Regulatory and Agency requirements
 - II. Site Survey
 - III. Vegetation Survey
 - IV. Soil Survey
 - V. Site Analysis
 - VI. Off-Site Services
 - VII. Environmental Assessments
- f) Prepare Landscape Architecture conceptual designs and reports to the LEED certification standards (if any) directed by the City, consisting of but not necessarily limited to:
 - I. Site Master Planning
 - II. Landscape Design
 - III. Associated consultants' schematics, such as LEED, Architectural, Structural, Mechanical, Environmental, Horticultural, Irrigation, Hydraulic, Electrical and Civil.
 - IV. Presentation materials such as renderings, samples, photographs, elevations and sections
 - V. Primary plant, paving, site furnishings & materials and color recommendations
 - VI. Design Report and Public outreach information
- g) Prepare Landscape Architecture Design Development drawings (30% Construction Documents) consisting of but not necessarily limited to:
 - I. Drawing index



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- II. Site, Demolition, Grading, Construction and Plant Plans
 - III. Elevations and Sections
 - IV. Design Details
 - V. LEED, Architectural, Structural, Mechanical, Environmental, Horticultural, Irrigation, Hydraulic, Electrical and Civil documentation
 - VI. Plant, staking, paving, site furnishings & materials and color selections
 - VII. Attend public outreach, planning commission and regulatory agency hearings
- h) Prepare Landscape Architecture 60% Construction Documents consisting of but not necessarily limited to:
- I. Cover Sheet, General Notes & Legends, Conditions of Approval
 - II. Landscape Architecture documentation
 - III. Other documentation (LEED, Architectural, Structural, Mechanical, Environmental, Horticultural, Irrigation, Hydraulic, Electrical and Civil drawings).
 - IV. Details, Artwork & Mock-ups
 - V. Adjoining property defects report(s)
 - VI. Fixture & Equipment Schedules
 - VII. Preliminary Technical Specifications in the latest Construction Specifications Institute (CSI) or Greenbook Format as designated by the City of Long Beach.
- i) Prepare Landscape Architecture 90% Plan Check, Construction Drawings and Specifications (including integration of security and security system requirements in conjunction with the City Technology Services Department); Applications and all other necessary professional instruments and certifications. Plan check fees will be paid by the City.
- j) Prepare Landscape Architecture 100% Bid and Construction Drawings and Specifications incorporating revisions or corrections required by governing and regulatory agencies.
- k) Prepare all necessary documentation for the designated LEED certification.
- l) Meet and coordinate with City representatives and other consultants for design reviews and approvals during the above phases.
- m) Prepare construction cost estimates for each design phase. For example, cost estimates at the Conceptual and 30% phase shall be accurate to within 15-25%; 60% phase to 10-15%; and 90% cost estimates shall be your best effort to achieve accuracy within 5% of the anticipated lowest qualified public bid.
- n) Provide stamped and signed plan originals (mylars), calculations, and specifications by appropriately licensed California architects and engineers.

2.1 Construction Bidding Services

Assist the City's project manager at the project manager's specific direction with the following:

- a) Preparation of bid documents.
- b) Attendance at mandatory pre-bid meetings.
- c) Assist in responding to bid phase questions.
- d) Assist in preparing bid addenda items.



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2.2 Services During Construction

Assist the City's project manager at the project manager's specific direction with the following:

- a) Attend construction meetings
- b) Review contractor material submittals and shop drawings
- c) Conduct construction observation site visits
- d) Assist in responding to contractor Requests For Information in a timely fashion
- e) Prepare drawing and specification field revisions
- f) Review Contract Change Order and Payment requests
- g) Prepare as-built drawings
- h) Conduct punch list inspections
- i) Review or issue Certificate of Practical Completion
- j) Assist City with warranty-related work or other construction deficiencies.

2.3 Additional and optional types of services

Additional Landscape Architecture services may include:

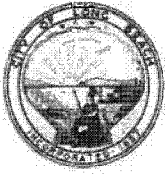
- a) Land use planning
- b) Urban design
- c) Historic and cultural landscape restoration
- d) Landscape planning & management
- e) Improvement of existing facilities
- f) Accessibility improvements.
- g) Site furniture, fixtures and finishes and equipment selection.
- h) Signage designs including wayfinding ADA signage.
- i) Assessments including a site's ability to accommodate improvements
- j) Integration of security and security system requirements
- k) Sustainable landscapes and LEED certified designs as per the U.S. Green Building Council.
- l) Maintenance and training program consultation
- m) Post occupancy evaluations

3.0 SUSTAINABLE DESIGN REQUIREMENTS

- a) Sustainable Design Principles
 - I. Approach to Green building design

Projects shall be designed and constructed using the highest available design quality and integration of all sustainable features and principles within the overall conceptual and formal architectural design (within practical funding constraints) and an integrated team approach to provide facilities that:

- Make appropriate use of the land
- Use water, energy, material, and other resources efficiently
- Enhance human health
- Conserve plants and natural habitats
- Protect cultural resources



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- Be economical to build and operate

II. Sustainable Project Objectives

While various types of environmentally sound innovative building projects may be proposed, we are particularly interested in technologies that address the following general areas:

- Ecological site design; on-site erosion control, storm water management, etc.
- Transportation: promoting bicycle, pedestrian, and transit use
- Waste reduction: building reuse, job site recycling, and efficient use of materials
- Energy efficiency: optimal energy performance, efficient thermal envelopes, efficient space and water heating, lighting controls and monitoring, etc.
- Renewable energy: Photovoltaic, etc.
- Water efficiency
- Materials and resources
- Indoor environmental quality
- Operations and maintenance

III. Required expertise shall include but are not limited to:

- Life cycle cost analyses and assessments
- Recycled content and sustainable building product selection, specification, and procurement
- Waste reduction strategies, such as construction and demolition waste management plans, deconstruction plans, storage and collection of recyclables, and other reuse opportunities
- Use of the USGBC LEED Building Rating System
- Use of creative financing for green buildings and facilities
- Green operating and maintenance plans
- Commissioning a green building
- Energy modeling and analysis
- Monitoring and tracking of final projects once they are operational

IV. Familiarity with the USGBC LEED™ Green Building Rating System.

The architect team shall be thoroughly familiar and experienced with the latest LEED™ Green Building Rating System Product Portfolios for new construction, LEED for Existing Buildings, and LEED for Core and Shell as well as the entire USGBC LEED certification process. This shall include all areas of planning, design, construction, LEED registration, credit interpretation rulings, project LEED applications, appeals, fees, and final rulings. The firm team shall also be familiar with the role and importance of



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project commissioning and of the commissioning agent throughout the entire design and construction process for a minimum of LEED silver certification.

b) Typical Sustainable Architect's Project Scope of a green project may include, but is not limited to:

- Project vision articulation
- Site and resource analysis
- Schematic (or concept) design
- Design development
- Project registration with USGBC
- Construction documents, including the plans, specifications, and construction cost estimates.
- Project permit acquisitions including any and all required Planning and Building Bureau plan checks and clearances.
- Assistance in the public bid process
- Design services during construction
- Project application(s) for LEED certification
- Final construction punch walk
- Project close-out including final building commissioning

4.0 Facility Mechanical Engineering Services design coordination include, but are not limited to:

- a) Heating and ventilation plans, specifications, calculations, forms, notes and cut sheets including equipment schedules, capacities, design criteria, control diagrams, duct sizes, hangers, insulation, and duct connections. Heating is required for the classroom only.
- b) Plumbing plans including all pipes and piping materials, plumbing equipment and fixtures, riser diagrams for waste and vent, cold and hot water piping, gas piping plans, regulator, backflow prevention devices, gas earthquake shut-off valves, water meter, plumbing hydraulic calculations, etc.
- c) Hydraulic calculations showing all piping materials, sizes and devices,
- d) Waste system documentation
- e) Building storm drain roof runoff designs
- f) Mechanical feasibility studies.

5.0 Facility Electrical Engineering Services design coordination include, but are not limited to:

- a) Electrical photometric plans for facility and area lighting designs.
- b) Calculation of electrical loads, including coordination for coincidental and non-coincidental loads, load shedding, short circuit calculations, and voltage drop calculations
- c) Electrical site layout plans including wiring and grounding systems layouts, details, and properly sizing of wiring for current carrying and ground wiring



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- d) Single line electrical diagrams
- e) Sound and signal system designs including security system requirements
- f) Electrical feasibility studies for facilities as needed

6.0 Facility Structural Engineering Services design coordination include, but are not limited to:

- a) Review Geotechnical report
- b) Plans, elevations, sections and details for facility and area foundation and framing designs
- c) Structural notes and calculations

7.0 Facility Civil Engineering Services design coordination include, but are not limited to:

- a) Review survey
- b) Site control, grading and utility plans, sections and details
- c) Storm drainage and sanitary sewerage system documentation
- d) Erosion control recommendations

8.0 Facility Geotechnical Engineering Services design coordination include, but are not limited to:

- a) Geotechnical report
- b) Advisory services during preparation of the construction documents and construction of the foundation

9.0 Other Professional Services include, but are not limited to:

- a) Design project management
- b) Construction cost estimates at all design phases
- c) Design services during construction including attending construction meetings, and assisting with reviews of material submittals and shop drawings, responding to contractor's requests for information, and preparing field revisions at the direction of the City's project manager.
- d) Coordinating the plan check process with Long Beach Planning Bureau and Building Bureau, Public Works, and any other authorities having jurisdiction.

Exhibit B
Rates or Charges



Professional Fee Schedule January 2015

Hourly Rates indicated are applicable January 1, through December 31, 2015

	Hourly Rate
Principal	\$215.00
Project Architect	158.00
Architect	145.00
Senior Draftsperson	133.00
Draftsperson	116.00
Junior Draftsperson	100.00
Technical Typist	76.00

Premium Rates

Upon authorization, charges for premium (overtime) work will be invoiced at a rate of 1.5 times the rates above.

Reimbursable Expenses

Reproduction, travel, lodging, transportation, photography, delivery services and other reimbursable expenses will be invoiced at cost.

Consultants

Consultants not included in basic services will be invoiced at cost

Invoices

Invoices are rendered monthly, due and payable upon demand. Payments not received within thirty calendar days of the date of invoice are subject to an interest charge of 1% per month.

G:\MS\GENERAL\BILLING RATES\MSP BILLING RATES 2015.DOC

3575 Long Beach Boulevard
Long Beach, CA 90807
Phone 562 427 5007
Fax 562 427 3007
Email: msp@ArchitectsMSP.com

Ashba Engineers Ltd.

P.O. Box 90833

Long Beach, CA 90809-0833

T: 562/989-9154

F: 989-9194

E: staff member's first name@ashbaengineers.com

SCHEDULE OF FEES

Effective January 1, 2015 through December 31, 2015

Principal	\$200/Hour
Registered Engineer	\$195/Hour
Associate	\$170/Hour
Assistant	\$150/Hour
Drafter	\$130/Hour
Administration	\$ 93/Hour

Requested work shall be billed at these rates exclusive of materials, processing fees and expenses, and conditioned on the contract standard provisions.

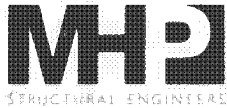
The above rates include normal office supplies required for the prosecution of the work. Costs for items requiring outside services, i.e., monies advanced for agency plan check fees, postage, consulting engineers, surveyors, messengers, or printing requirements, shall be charged at cost.

Attendance at meetings will be billed at the Registered Engineer hourly rate with a four (4) hour minimum. Additionally, all weekend and holiday times shall be by prior arrangement only and shall be billed at the rate of \$400 per hour with a four (4) hour minimum.

Construction Observation shall be billed at the hourly rate of Registered Engineer with a four (4) hour minimum. Scheduling for construction observation shall be pre-arranged at the convenience of the Registered Engineer and shall be detailed on project invoices.

Invoices are due and payable for professional services when rendered.

6/24/15



2015 BILLING RATES

ENGINEERING, INVESTIGATION AND TRAVEL:

Partner	\$220.00
Senior Project Manager	\$190.00
Project Manager	\$175.00
Senior Project Engineer	\$160.00
Project Engineer	\$145.00
Design Engineer	\$130.00
Senior Designer	\$115.00
Designer	\$100.00
Engineering Technician	\$80.00
Engineering Secretary	\$65.00

REIMBURSABLE EXPENSES:

Blueprinting/copying, CAD production plotting, photos, delivery/
shipping, travel and specialty consultants At Cost

Auto Travel (mileage) \$0.60/mi

OTHER CHARGES:

Public Agency Fees which may be paid by MHP on behalf of the client are specifically excluded from the agreed upon fees and shall be reimbursed by the client immediately upon invoicing.



P2S ENGINEERING, INC.
RATE SCHEDULE FOR ENGINEERING SERVICES
ON A TIME AND EXPENSE BASIS

<u>Category</u>	<u>Rate</u>
PRINCIPAL ENGINEER	\$250
ENGINEER GRADE 05	\$222
ENGINEER GRADE 04	\$216
ENGINEER GRADE 03	\$185
ENGINEER GRADE 02	\$171
ENGINEER GRADE 01	\$151
DESIGN ENGINEER GRADE 05	\$185
DESIGN ENGINEER GRADE 04	\$171
DESIGN ENGINEER GRADE 03	\$151
DESIGN ENGINEER GRADE 02	\$134
DESIGN ENGINEER GRADE 01	\$118
DESIGNER GRADE 04	\$127
DESIGNER GRADE 03	\$118
DESIGNER GRADE 02	\$110
DESIGNER GRADE 01	\$104
CAD/BIM DESIGNER GRADE 04	\$105
CAD/BIM DESIGNER GRADE 03	\$96
CAD/BIM DESIGNER GRADE 02	\$84
CAD/BIM DESIGNER GRADE 01	\$78
PROJECT ASSISTANT	\$78

LIABILITY LIMITS

Professional Liability \$ 2,000,000.
General Liability \$ 5,000,000.

Effective January 1, 2015
RT-215

Exhibit C

City's Representative:

Eric Lopez,

Tidelands Development Officer

(562)570-5690

Exhibit D

**Materials/Information Furnished:
None**
