

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

AGREEMENT

35825

THIS AGREEMENT is made and entered, in duplicate, as of December 16, 2020, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on December 15, 2020, by and between DUDEK, a California corporation ("Consultant"), with a place of business at 38 North Marengo Avenue, Pasadena, California 91101, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with environmental consulting services related to the Globemaster Corridor Specific Plan ("Project"); and

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

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

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, in an amount not to exceed Sixty Thousand Dollars (\$60,000), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one fiscal year shall be contingent upon the City Council of the City appropriating the

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

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

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

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

28 F. CAUTION: Consultant shall not begin work until this

1 Agreement has been signed by both parties and until Consultant's evidence of
2 insurance has been delivered to and approved by City.

3 2. TERM. The term of this Agreement shall commence at midnight on
4 April 1, 2020, and shall terminate at 11:59 p.m. on May 31, 2021, unless sooner terminated
5 as provided in this Agreement, or unless the services or the Project is completed sooner.

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

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

1 the usual and customary rights, benefits or privileges of City employees. Consultant
2 expressly warrants that neither Consultant nor any of Consultant's employees or agents
3 shall represent themselves to be employees or agents of City.

4 5. INSURANCE.

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

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

27 ii. Workers' Compensation insurance as required by the
28 California Labor Code and employer's liability insurance in an amount not

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less than One Million Dollars (\$1,000,000.00). This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

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

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

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

C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Consultant. Consultant shall notify 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 City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

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

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

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

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

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

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

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

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

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

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

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

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

25 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
26 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
27 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
28 without breach of this Agreement by Consultant; or (c) a third party who has a right to

1 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
2 disclosed pursuant to subpoena or court order.

3 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

22 15. LAW. This Agreement shall be construed in accordance with the laws
23 of the State of California, and the venue for any legal actions brought by any party with
24 respect to this Agreement shall be the County of Los Angeles, State of California for state
25 actions and the Central District of California for any federal actions. Consultant shall cause
26 all work performed in connection with construction of the Project to be performed in
27 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
28 county or municipal governments or agencies (including, without limitation, all applicable

1 federal and state labor standards, including the prevailing wage provisions of sections 1770
2 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
3 marshal, health officer, building inspector, or other officer of every governmental agency
4 now having or hereafter acquiring jurisdiction.

5 16. PREVAILING WAGES.

6 A. Consultant agrees that all public work (as defined in California
7 Labor Code section 1720) performed pursuant to this Agreement (the "Public
8 Work"), if any, shall comply with the requirements of California Labor Code sections
9 1770 *et seq.* City makes no representation or statement that the Project, or any
10 portion thereof, is or is not a "public work" as defined in California Labor Code
11 section 1720.

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

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

26 18. INDEMNITY.

27 A. Consultant shall indemnify, protect and hold harmless City, its
28 Boards, Commissions, and their officials, employees and agents ("Indemnified

1 Parties”), from and against any and all liability, claims, demands, damage, loss,
2 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
3 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
4 in connection with (1) Consultant’s breach or failure to comply with any of its
5 obligations contained in this Agreement, including any obligations arising from the
6 Project’s compliance with or failure to comply with applicable laws, including all
7 applicable federal and state labor requirements including, without limitation, the
8 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful
9 acts, errors, omissions or misrepresentations committed by Consultant, its officers,
10 employees, agents, subcontractors, or anyone under Consultant’s control, in the
11 performance of work or services under this Agreement (collectively “Claims” or
12 individually “Claim”).

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

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

27 D. The provisions of this Section shall survive the expiration or
28 termination of this Agreement.

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

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

11 21. NONDISCRIMINATION.

12 A. In connection with performance of this Agreement and subject
13 to applicable rules and regulations, Consultant shall not discriminate against any
14 employee or applicant for employment because of race, religion, national origin,
15 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
16 disability. Consultant shall ensure that applicants are employed, and that
17 employees are treated during their employment, without regard to these bases.
18 These actions shall include, but not be limited to, the following: employment,
19 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
20 termination; rates of pay or other forms of compensation; and selection for training,
21 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 22. 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 23. 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 City at
7 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
8 to the City Engineer at the same address. Notice of change of address shall be given in
9 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 24. COPYRIGHTS AND PATENT RIGHTS.

12 A. Consultant shall place the following copyright protection on all
13 Data: © City of Long Beach, California ____, 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 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 attorney's fees) whether
23 or not reduced to judgment, arising from any breach or alleged breach of this
24 warranty.

25 25. 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 26. 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 27. 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 28. 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 29. 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 30. 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 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or


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

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.

DUDEK, a California corporation

1/13/21, 2020

By 
Name Joseph Monaco
Title President/Chief Executive Officer
Dudek

1/15/21, 2020

By Christine Moore
Name Christine Moore
Title CEO

"Consultant"

CITY OF LONG BEACH, a municipal corporation

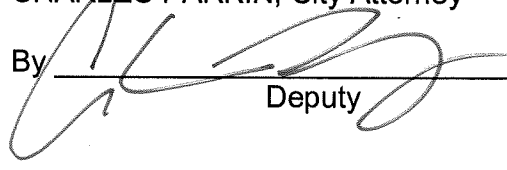
January 29, ²⁰²¹2020

By Linda J. Tatum
City Manager

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

This Agreement is approved as to form on January 26, 2020²¹.

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

EXHIBIT “A”

Scope of Work

MEMORANDUM

To: Christopher Koontz, Planning Bureau Manager, City of Long Beach
From: Ruta K. Thomas, REPA, Principal
Subject: Globemaster Corridor SP Project Budget Amendment Request #4
Date: March 19, 2020
cc: Scott Kinsey, AICP, Planner V, City of Long Beach

This budget amendment request is being submitted due to recent developments requiring an expansion of our originally contracted scope of work on the Globemaster Specific Plan Project, as follows:

1) Jobs Generation Market Analysis

At the request of the City of Long Beach, Dudek will update the job projections for the Globemaster Specific Plan area. ADE, will prepare updated job projections for the Specific Plan area for the period 2020 to 2040. ADE will review currently available SCAG job projections for Long Beach and ensure that the Specific Plan market absorption reflects SCAG's economic projections for the City. Based on a preliminary review of SCAG data, it is anticipated that the Specific Plan site will support about 8,000 jobs by 2040. ADE will revise the memo previously completed on December 20, 2019 describing the updated analysis and conclusions. The final product will include a table showing projected job growth by land use and by five year increments from 2020 to the year 2040.

Subtotal = \$1,150

2) Revised Traffic Modeling/Analysis

The land use mix for the Globemaster Specific Plan project has changed whereby there will be increased warehouse/industrial uses. As such, the new mix of land uses will be revised in the Traffic Study by LLG to target new employment projections at 8,000 total jobs by 2040, and will reflect longer truck trip lengths (currently ~6 miles) associated with the increased warehouse/industrial uses. Both the LOS and VMT analyses will be updated accordingly. LLG will work with LSA to update the VMT analysis.

Subtotal = \$39,500

3) Revised Air Quality, Greenhouse Gas Emissions, and Energy Consumption Modeling/Analysis

Dudek will revise the air quality, greenhouse gas (GHG) emissions, and energy analysis to include the following:

- Update the land uses in the California Emissions Estimator Model (CalEEMod) to reflect the current Specific Plan land use breakdown.
- For the warehouse land use, work with LLG and the City to assume a percentage of warehouse uses to be refrigerated/cold storage (e.g., 15%) and revise the CalEEMod inputs accordingly.
- Update the construction assumptions per the current land use assumptions.
- Develop a one-year construction scenario run that reflects anticipated development over one year. It is assumed that 5% of total buildout in one year (constant average construction over 20 years) is appropriate. It is assumed that the City will review and approve this approach and/or provide guidance for adjusting the assumptions.
- Work with LLG to revise the trip rate, trip length, and fleet mix assumptions to more appropriately reflect the current anticipated development, specifically increased warehouse/industrial use. It is assumed that LLG will provide the necessary trip inputs and/or recommendations from the South Coast Air Quality Management District (SCAQMD) that are appropriate to use.
- It is assumed that the default vehicle emissions factors in CalEEMod, which reflect EMFAC2014, are appropriate to apply. Particulate matter emissions, specifically diesel particulate matter emissions from heavy-duty trucks, increase using the current version of EMFAC (2017); therefore, for large warehouse projects, CARB has requested that EMFAC2017 be used to estimate mobile source emissions. Nonetheless, use of CalEEMod default values will be applied, based on direction from the City. If the City would prefer to use EMFAC2017 emission factors, Dudek can replace the CalEEMod emission factors or estimate mobile source emissions in a spreadsheet model upon request and under a separate scope and budget.
- Add limited stationary source emissions and/or emissions not included in CalEEMod, or as a default in CalEEMod, associated with warehouses to the operational emissions inventory. Note that all stationary sources cannot be anticipated and quantified at this time. However, Dudek will include the following additional emissions sources typically associated with warehouses: off-road equipment (assuming electric forklifts, modeled using CalEEMod), emergency generators (assuming diesel-fueled, modeled using CalEEMod), and transport refrigeration unit idling (assuming diesel-fueled, modeled in a spreadsheet). Assumptions for these sources will be based on environmental analyses for other warehouse developments within the City and/or warehouses within the SCAQMD region. No other emission sources are anticipated to be included at this time.
- The existing emissions CalEEMod run will be updated to reflect 2020, if appropriate.
- For the NEPA Clean Air Act General Conformity construction assessment, it is assumed that the estimated annual emissions will not exceed the de minimis thresholds for the applicable criteria air pollutants and the project would not meet the applicability requirements. Estimated emissions will be based on the same one-year construction scenario noted above.

Christopher Koontz, Planning Bureau Manager, City of Long Beach

Subject: Globemaster Corridor SP Project Budget Amendment Request #4

- For the NEPA Clean Air Act General Conformity operational assessment, Dudek will quantify maximum annual emissions of applicable criteria air pollutants and compare emissions to applicable de minimis thresholds. It is assumed emissions will exceed one or more of the de minimis thresholds and a conformity analysis is required. Based on direction from the City, Dudek will pursue the following method for demonstrating conformity: "4. Obtaining a statement from the metropolitan planning organization (MPO) for the area documenting that any on-road motor vehicle emissions are included in the current regional emission analysis for the area's transportation plan or transportation improvement program." Based on direction from the City, the analysis will compare the estimated SCAG growth projections for the project area and the estimated growth from the project. Dudek assumes the City will work with SCAG to identify the appropriate growth assumptions. Dudek will use the project growth projections provided by ADE.
- The health effects (i.e., Friant Ranch) memorandum will be updated; however, no quantitative analysis will be included.
- The energy analysis will be updated based on the revised GHG emissions analysis, including quantification of construction and operational energy use based on CalEEMod.

Subtotal = \$22,320

4) Associated Revisions to Specific Plan and Draft EIR/EIS

The revisions associated with items 1 through 3 above will be reflected in the Specific Plan and EIR/EIS to ensure consistency between the two documents, as well as the revised mix of land uses to reflect greater warehouse/industrial uses. These revisions will occur throughout all sections of the EIR/EIS, which has already been drafted.

Subtotal = \$10,500

TOTAL COST ESTIMATE = \$73,470

Please feel free to contact me with any questions. Thank you.

Authorization to Proceed


Christopher Koontz

March 23, 2020

Date

DUDEK

38 NORTH MARENGO
PASADENA, CALIFORNIA 91101
T: 626.204.9800

MEMORANDUM

To: Christopher Koontz, Planning Bureau Manager, City of Long Beach
From: Ruta K. Thomas, REPA, Principal
Subject: Globemaster Corridor SP Project Budget Amendment Request #5
Date: April 23, 2020
cc: Scott Kinsey, AICP, Planner V, City of Long Beach

This budget amendment request is being submitted due to recent developments requiring an expansion of our originally contracted scope of work on the Globemaster Corridor Specific Plan Project, as follows:

I) Updated Land Use Buildout Data and Jobs Generation Market Analysis

In order to facilitate the revised traffic analysis to reflect the increase in warehouse uses in the Globemaster Corridor Specific Plan area, Dudek will work with ADE (economic subconsultant) to update the buildout and market absorption projections for the Specific Plan area. Dudek and ADE will estimate the future development potential by land use for each parcel and by Traffic Analysis Zone (TAZ). The analysis will evaluate the likelihood of each parcel redeveloping in the future, based in part on the current improvement value to land value ratio. Secondly, smaller parcels will be assigned office, manufacturing and retail uses based on the assigned land use zone within the specific plan. Larger parcels will be assigned a mix that includes warehouse distribution. The sum total of development potential for all parcels will approximate the market projections for the specific plan area by land use. The office projections will include subcategories of medical office and research and development space. Retail subcategories will include three restaurant types and hotels, as well as general retail. The final product will include GIS maps and a spreadsheet showing future development by land use for each TAZ, as well as remaining existing development by TAZ. ADE will also revise the memo previously completed on March 16, 2020 to reflect any necessary changes in market projections between 2020 and 2040.

Subtotal = \$1,600 (ADE)
\$4,000 (Dudek)

TOTAL COST ESTIMATE = \$5,600

Please feel free to contact me with any questions. Thank you.

Authorization to Proceed

Date

EXHIBIT “B”

Rates or Charges

**Exhibit B
DUDEK**

2017 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

Project Director.....	\$270.00/hr
Principal Engineer III.....	\$240.00/hr
Principal Engineer II.....	\$230.00/hr
Principal Engineer I.....	\$220.00/hr
Program Manager.....	\$210.00/hr
Senior Project Manager.....	\$210.00/hr
Project Manager.....	\$205.00/hr
Senior Engineer III.....	\$200.00/hr
Senior Engineer II.....	\$190.00/hr
Senior Engineer I.....	\$180.00/hr
Project Engineer IV/Technician IV.....	\$170.00/hr
Project Engineer III/Technician III.....	\$160.00/hr
Project Engineer II/Technician II.....	\$145.00/hr
Project Engineer I/Technician I.....	\$130.00/hr
Project Coordinator.....	\$100.00/hr
Engineering Assistant.....	\$95.00/hr

ENVIRONMENTAL SERVICES

Principal.....	\$240.00/hr
Senior Project Manager/Specialist II.....	\$225.00/hr
Senior Project Manager/Specialist I.....	\$215.00/hr
Environmental Specialist/Planner VI.....	\$195.00/hr
Environmental Specialist/Planner V.....	\$175.00/hr
Environmental Specialist/Planner IV.....	\$165.00/hr
Environmental Specialist/Planner III.....	\$155.00/hr
Environmental Specialist/Planner II.....	\$140.00/hr
Environmental Specialist/Planner I.....	\$125.00/hr
Analyst III.....	\$115.00/hr
Analyst II.....	\$105.00/hr
Analyst I.....	\$95.00/hr
Planning Assistant II.....	\$85.00/hr
Planning Assistant I.....	\$75.00/hr

COASTAL PLANNING/POLICY SERVICES

Senior Project Manager/Coastal Planner II.....	\$220.00/hr
Senior Project Manager/Coastal Planner I.....	\$210.00/hr
Environmental Specialist/Coastal Planner VI.....	\$200.00/hr
Environmental Specialist/Coastal Planner V.....	\$180.00/hr
Environmental Specialist/Coastal Planner IV.....	\$170.00/hr
Environmental Specialist/Coastal Planner III.....	\$160.00/hr
Environmental Specialist/Coastal Planner II.....	\$150.00/hr
Environmental Specialist/Coastal Planner I.....	\$140.00/hr

CULTURAL AND PALEONTOLOGICAL SERVICES

Senior Project Manager/Archaeologist II.....	\$215.00/hr
Senior Project Manager/Archaeologist I.....	\$205.00/hr
Environmental Specialist/Archaeologist V.....	\$185.00/hr
Environmental Specialist/Archaeologist IV.....	\$165.00/hr
Environmental Specialist/Archaeologist III.....	\$145.00/hr
Environmental Specialist/Archaeologist II.....	\$135.00/hr
Environmental Specialist/Archaeologist I.....	\$125.00/hr
Environmental Specialist/Architectural Historian II.....	\$150.00/hr
Environmental Specialist/Architectural Historian I.....	\$125.00/hr
Environmental Specialist/Paleontologist II.....	\$165.00/hr
Environmental Specialist/Paleontologist I.....	\$125.00/hr
Paleontological Technician III.....	\$85.00/hr
Paleontological Technician II.....	\$75.00/hr
Paleontological Technician I.....	\$55.00/hr
Cultural Resources Technician II.....	\$75.00/hr
Cultural Resources Technician I.....	\$55.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager.....	\$195.00/hr
Senior Construction Manager.....	\$180.00/hr
Senior Project Manager.....	\$160.00/hr
Construction Manager.....	\$150.00/hr
Project Manager.....	\$140.00/hr
Resident Engineer.....	\$140.00/hr
Construction Engineer.....	\$135.00/hr
On-site Owner's Representative.....	\$130.00/hr
Construction Inspector III.....	\$125.00/hr
Construction Inspector II.....	\$115.00/hr
Construction Inspector I.....	\$105.00/hr
Prevailing Wage Inspector.....	\$135.00/hr

COMPLIANCE SERVICES

Compliance Director.....	\$205.00/hr
Compliance Manager.....	\$145.00/hr
Compliance Project Coordinator.....	\$105.00/hr
Compliance Monitor.....	\$95.00/hr

HYDROGEOLOGICAL SERVICES

Principal.....	\$260.00/hr
Principal Hydrogeologist/Engineer.....	\$240.00/hr
Sr. Hydrogeologist IV/Engineer IV.....	\$225.00/hr
Sr. Hydrogeologist III/Engineer III.....	\$210.00/hr
Sr. Hydrogeologist II/Engineer II.....	\$195.00/hr
Sr. Hydrogeologist I/Engineer I.....	\$180.00/hr
Hydrogeologist VI/Engineer VI.....	\$160.00/hr
Hydrogeologist V/Engineer V.....	\$150.00/hr
Hydrogeologist IV/Engineer IV.....	\$140.00/hr
Hydrogeologist III/Engineer III.....	\$130.00/hr
Hydrogeologist II/Engineer II.....	\$120.00/hr
Hydrogeologist I/Engineer I.....	\$110.00/hr
Technician.....	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager.....	\$185.00/hr
District Engineer.....	\$175.00/hr
Operations Manager.....	\$150.00/hr
District Secretary/Accountant.....	\$100.00/hr
Collections System Manager.....	\$100.00/hr
Grade V Operator.....	\$100.00/hr
Grade IV Operator.....	\$90.00/hr
Grade III Operator.....	\$85.00/hr
Grade II Operator.....	\$63.00/hr
Grade I Operator.....	\$55.00/hr
Operator in Training.....	\$40.00/hr
Collection Maintenance Worker II.....	\$60.00/hr
Collection Maintenance Worker I.....	\$45.00/hr

OFFICE SERVICES

Technical/Drafting/CADD Services

3D Graphic Artist.....	\$160.00/hr
Senior Designer.....	\$150.00/hr
Designer.....	\$140.00/hr
Assistant Designer.....	\$135.00/hr
GIS Programmer I.....	\$180.00/hr
GIS Specialist IV.....	\$155.00/hr
GIS Specialist III.....	\$145.00/hr
GIS Specialist II.....	\$135.00/hr
GIS Specialist I.....	\$125.00/hr
CADD Operator III.....	\$130.00/hr
CADD Operator II.....	\$125.00/hr
CADD Operator I.....	\$110.00/hr
CADD Drafter.....	\$100.00/hr
CADD Technician.....	\$95.00/hr

SUPPORT SERVICES

Technical Editor III.....	\$145.00/hr
Technical Editor II.....	\$130.00/hr
Technical Editor I.....	\$115.00/hr
Publications Specialist III.....	\$105.00/hr
Publications Specialist II.....	\$95.00/hr
Publications Specialist I.....	\$85.00/hr
Clerical Administration II.....	\$90.00/hr
Clerical Administration I.....	\$85.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

DUDEK
2021 STANDARD SCHEDULE OF CHARGES

ENVIRONMENTAL SERVICES

Project Director	\$245.00/hr
Senior Specialist IV	\$230.00/hr
Senior Specialist III	\$220.00/hr
Senior Specialist II	\$200.00/hr
Senior Specialist I	\$190.00/hr
Specialist V	\$180.00/hr
Specialist IV	\$170.00/hr
Specialist III	\$160.00/hr
Specialist II	\$145.00/hr
Specialist I	\$130.00/hr
Analyst V	\$120.00/hr
Analyst IV	\$110.00/hr
Analyst III	\$100.00/hr
Analyst II	\$90.00/hr
Analyst I	\$80.00/hr
Technician V	\$100.00/hr
Technician IV	\$90.00/hr
Technician III	\$80.00/hr
Technician II	\$70.00/hr
Technician I	\$60.00/hr
Compliance Monitor	\$95.00/hr

DATA MANAGEMENT SERVICES

GIS Programmer I	\$185.00/hr
GIS Specialist IV	\$160.00/hr
GIS Specialist III	\$150.00/hr
GIS Specialist II	\$140.00/hr
GIS Specialist I	\$130.00/hr
Data Analyst III	\$100.00/hr
Data Analyst II	\$90.00/hr
Data Analyst I	\$80.00/hr
UAS Pilot	\$100.00/hr

CREATIVE SERVICES

3D Graphic Artist	\$180.00/hr
Graphic Designer IV	\$160.00/hr
Graphic Designer III	\$145.00/hr
Graphic Designer II	\$130.00/hr
Graphic Designer I	\$115.00/hr

PUBLICATIONS SERVICES

Technical Editor III	\$145.00/hr
Technical Editor II	\$130.00/hr
Technical Editor I	\$115.00/hr
Publications Specialist III	\$105.00/hr
Publications Specialist II	\$95.00/hr
Publications Specialist I	\$85.00/hr
Clerical Administration	\$90.00/hr

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

EXHIBIT “C”

City’s Representative:

Director of Development Services or Designee

EXHIBIT "D"

Materials/Information Furnished: None

EXHIBIT "E"

Consultant's Key Employee:

Shannon Wages

swages@dudek.com