

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 A. City shall pay for the above services in the manner described below, not
2 to exceed One Hundred Thirty-Five Thousand Seven Hundred Eight Dollars (\$135,708.00),
3 plus Six Thousand Seven Hundred Eighty-Five Dollars (\$6,785.00) for unforeseen
4 expenses, at the rates or charges shown in Exhibit "A".

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

18 3. TIME FOR AGREEMENT.

19 A. Vendor shall commence work on a date to be specified in a written Notice
20 to Proceed from the City and shall complete all work no later than one hundred five (105)
21 calendar days thereafter, subject to strikes, lockouts and events beyond the control of
22 Vendor.

23 B. Time is of the essence hereunder. ~~City will suffer damage if the work is~~
24 ~~not completed within the time stated, but those damages would be difficult or impractical~~
25 ~~to determine at this time. So, Vendor shall pay to City, as liquidated damages, \$1,500.00~~
26 ~~for each day after the completion date specified above that the Project is not complete.~~ ✕

27 4. COORDINATION AND ORGANIZATION. Vendor shall coordinate its
28 performance with City's representative, if any, named in Exhibit "B", attached to this

1 Agreement and incorporated by this reference. Vendor shall advise and inform City's
2 representative of the work in progress on the Project in sufficient detail so as to assist
3 City's representative in making presentations and in holding meetings on the Project.

4 5. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The
5 acceptance of any work or the payment of any money by City shall not operate as a waiver
6 of any provision of this Agreement, including the Exhibits hereto, of any power reserved
7 to City, or of any right to damages or indemnity hereunder. The waiver of any breach or
8 any default hereunder shall not be deemed a waiver of any other or subsequent breach or
9 default.

10 6. CLAIMS FOR EXTRA WORK. No claim shall be made at any time upon
11 City by Vendor for and on account of any extra or additional work performed or materials
12 furnished, unless such extra or additional work or materials shall have been expressly
13 required by the City Manager or the City Engineer and the quantities and prices thereof
14 shall have been first agreed upon, in writing, by the parties hereto.

15 7. CLAIMS. Vendor shall, upon completion of the work, deliver possession
16 thereof to City ready for use and free and discharged from all claims for labor and materials
17 in doing the work and shall assume and be responsible for, and shall protect, defend,
18 indemnify and hold harmless City from and against any and all claims, demands, causes
19 of action, liability, loss, costs or expenses for injuries to or death of persons, or damages
20 to property, including property of City, which arises from or is connected with the
21 performance of the work.

22 8. INDEPENDENT CONTRACTOR. In performing its services, Vendor is
23 and shall act as an independent contractor and not an employee, representative or agent
24 of City. Vendor acknowledges and agrees that (a) City will not withhold taxes of any kind
25 from Vendor's compensation; (b) City will not secure workers' compensation or pay
26 unemployment insurance to, for or on Vendor's behalf; and (c) City will not provide and
27 Vendor is not entitled to any of the usual and customary rights, benefits or privileges of City
28 employees. Vendor expressly warrants that neither Vendor nor any of Vendor's employees

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1 or agents shall represent themselves to be employees or agents of City.

2 9. INSURANCE.

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

8 (a) Commercial general liability insurance (equivalent in scope to ISO
9 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than
10 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
11 coverage shall include but not be limited to broad form contractual liability,
12 cross liability, independent contractors liability, and products and completed
13 operations liability. City, its officials, employees and agents shall be named
14 as additional insureds by endorsement (on City's endorsement form or on an
15 endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both CG
16 20 10 10 01 and CG 20 37 10 01), and this insurance shall contain no
17 special limitations on the scope of protection given to City, its officials,
18 employees and agents.

19 (b) Workers' Compensation insurance as required by the California
20 Labor Code and employer's liability insurance in an amount not less than
21 \$1,000,000.

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

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

27 B. Any self-insurance program, self-insured retention, or deductible must be
28 separately approved in writing by City's Risk Manager or designee and shall protect City,

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1 its officials, employees and agents in the same manner and to the same extent as they
2 would have been protected had the policy or policies not contained retention or deductible
3 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
4 reduced, non-renewed or canceled except after thirty (30) days prior written notice to City,
5 and shall be primary and not contributing to any other insurance or self-insurance
6 maintained by City. Vendor shall notify City in writing within five (5) days after any
7 insurance has been voided by the insurer or cancelled by the insured. If this coverage is
8 written on a "claims made" basis, it must provide for an extended reporting period of not
9 less than one year, commencing on the date this Agreement expires or is terminated,
10 unless Vendor guarantees that Vendor will provide to City evidence of uninterrupted,
11 continuing coverage for a period of not less than three (3) years, commencing on the date
12 this Agreement expires or is terminated.

13 C. Vendor shall require that all subcontractors that Vendor uses in the
14 performance of these services maintain insurance in compliance with this Section unless
15 otherwise agreed in writing by City's Risk Manager or designee.

16 D. Prior to the start of performance, Vendor shall deliver to City certificates
17 of insurance and the endorsements for approval as to sufficiency and form. In addition,
18 Vendor shall, within thirty (30) days prior to expiration of the insurance, furnish to City
19 certificates of insurance and endorsements evidencing renewal of the insurance. City
20 reserves the right to require complete certified copies of all policies of Vendor and Vendor's
21 subcontractors, at any time. Vendor shall make available to City's Risk Manager or
22 designee all books, records and other information relating to this insurance, during normal
23 business hours.

24 E. Any modification or waiver of these insurance requirements shall only be
25 made with the approval of City's Risk Manager or designee. Not more frequently than
26 once a year, City's Risk Manager or designee may require that Vendor, Vendor's
27 subcontractors change the amount, scope or types of coverages required in this Section
28 if, in his or her sole opinion, the amount, scope or types of coverages are not adequate.

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1 F. The procuring or existence of insurance shall not be construed or deemed
2 as a limitation on liability relating to Vendor's performance or as full performance of or
3 compliance with the indemnification provisions of this Agreement.

4 10. WORKERS' COMPENSATION CERTIFICATION. Concurrently
5 herewith, Vendor shall submit certification of Workers' Compensation coverage in
6 accordance with California Labor Code Sections 1860 and 3700, a copy of which is
7 attached hereto as Exhibit "C".

8 11. WORK DAY. Vendor shall comply with Sections 1810 through 1815 of
9 the California Labor Code regarding hours of work. Vendor shall forfeit, as a penalty to
10 City, the sum of Twenty-Five Dollars (\$25) for each worker employed by Vendor or any
11 subcontractor for each calendar day such worker is required or permitted to work more
12 than eight (8) hours unless that worker receives compensation in accordance with Section
13 1815.

14 12. PREVAILING WAGE RATES. Vendor is directed to the prevailing wage
15 rates. Vendor shall forfeit, as a penalty to the City, Fifty Dollars (\$50) for each laborer,
16 worker or mechanic employed for each calendar day, or portion thereof, that such laborer,
17 worker or mechanic is paid less than the prevailing wage rates for any work done by
18 Vendor or any subcontractor under this Agreement.

19 13. CERTIFIED PAYROLL RECORDS. Vendor shall keep and cause each
20 subcontractor to keep an accurate payroll record in accordance with Division 2, Part 7,
21 Article 2 of the California Labor Code. Vendor's failure to furnish such record to City in the
22 manner provided herein for notices shall entitle City to withhold the penalty prescribed by
23 law from progress payments due to Vendor.

24 14. COORDINATION WITH GOVERNMENTAL REGULATIONS.

25 A. If the work is terminated pursuant to an order of any federal or state
26 authority, Vendor shall accept as full and complete compensation under this Agreement
27 such amount of money as will equal the product of multiplying the Agreement price stated
28 herein by the percentage of work completed by Vendor as of the date of such termination,

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1 and for which Vendor has not been paid. If the work is so terminated, the City Engineer,
2 after consultation with Vendor, shall determine the percentage of work completed and the
3 determination of the City Engineer shall be final.

4 B. If Vendor is prevented, in any manner, from strict compliance with this
5 Agreement or the Specifications due to any federal or state law, rule or regulation, in
6 addition to all other rights and remedies reserved to the parties City may by resolution of
7 the City Council suspend performance hereunder until the cause of disability is removed,
8 extend the time for performance, make changes in the character of the work or materials,
9 or terminate this Agreement without liability to either party.

10 15. TAXES AND TAX REPORTING.

11 A. As required by federal and state law, City is obligated to report the
12 payment of compensation to Vendor on Form 1099-Misc. and Vendor acknowledges that
13 Vendor is not entitled to payment under this Agreement until it has provided its Employer
14 Identification Number to City. Vendor shall be solely responsible for payment of all federal
15 and state taxes resulting from payments under this Agreement.

16 B. Vendor shall cooperate with City in all matters relating to taxation and the
17 collection of taxes, particularly with respect to the self-accrual of use tax. Vendor shall
18 cooperate as follows: for all leases and purchases of materials, equipment, supplies, or
19 other tangible personal property totaling over \$100,000 shipped from outside California,
20 a qualified Vendor shall complete and submit to the appropriate governmental entity the
21 form in Appendix "A" attached hereto. "Qualified" means that Vendor purchased at least
22 \$500,000 in tangible personal property that was subject to sales or use tax in the previous
23 calendar year.

24 In completing the form and obtaining the permit(s), Vendor shall use the
25 address of the work site as its business address and may use any address for its mailing
26 address. Copies of the form and permit(s) shall also be delivered to the City Engineer.
27 The form must be submitted and the permit(s) obtained promptly following execution of this
28 Agreement by both parties. Vendor shall not order any materials or equipment over

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1 \$100,000 from vendors outside California until the form is submitted and the permit(s)
2 obtained and, if Vendor does so, it shall be a material breach of this Agreement. In
3 addition, Vendor shall make all purchases from the Long Beach sales office of its vendors
4 if those vendors have a Long Beach office and all purchases made by Vendor under this
5 Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City
6 of Long Beach. Vendor shall require the same form and permit(s) from its subcontractors.

7 Vendor shall not be entitled to and by signing this Agreement waives any
8 claim or damages for delay against City if Vendor does not timely submit these forms to
9 the appropriate governmental entity. Vendor may contact the City Controller at (562) 570-
10 6450 for assistance with the form.

11 16. INDEMNITY. Vendor shall, with respect to materials furnished and
12 services performed in connection with this Agreement, indemnify and hold harmless City,
13 its Boards, Commissions, and their officials, employees and agents (collectively in this
14 Section, "City") from and against any and all liability, claims, demands, damage, loss,
15 causes of action, proceedings, penalties, costs and expenses (including attorneys' fees,
16 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim").
17 Claims include allegations and include by way of example but are not limited to: Claims for
18 property damage, personal injury or death arising in whole or in part from any negligent act
19 or omission of Vendor, its officers, employees, agents, subcontractors or anyone under
20 Vendor's control (collectively "Indemnitor"); willful misconduct; misrepresentation; and
21 Claims by any employee of Indemnitor relating in any way to worker's compensation.
22 Independent of the duty to indemnify and as a free-standing duty on the part of Vendor,
23 Vendor shall defend City and shall continue this defense until the Claim is resolved,
24 whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault,
25 breach or the like on the part of Indemnitor shall be required for the duty to defend to arise.
26 Vendor shall notify City of any Claim within ten (10) days. Likewise, City shall notify
27 Vendor of any Claim, shall tender the defense of the Claim to Vendor, and shall assist
28 Vendor, as may be reasonably requested, in the defense.

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1 17. ADVERTISING. Vendor shall not use the name of City, its officials or
2 employees in any advertising or solicitation for business, nor as a reference, without the
3 prior approval of the City Manager, City Engineer or designee.

4 18. NONDISCRIMINATION.

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

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

25 19. COVENANT AGAINST CONTINGENT FEES. Vendor warrants that
26 Vendor has not employed or retained any entity or person to solicit or obtain this
27 Agreement and that Vendor 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 Vendor

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

4 20. NOTICES. Any notice or approval required by this Agreement shall be
5 in writing and personally delivered or deposited in the U.S. Postal Service, first class,
6 postage prepaid, addressed to Vendor at the address first stated above, and to City at 333
7 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to
8 the City Engineer at the same address. Notice of change of address shall be given in the
9 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 21. AUDIT. City shall have the right at all reasonable times to examine,
12 audit, inspect, review, extract information from, and copy all books, records, accounts and
13 other information relating to this Agreement.

14 22. THIRD PARTY BENEFICIARY. This Agreement is intended by the
15 parties to benefit themselves only and is not in any way intended or designed to or entered
16 for the purpose of creating any benefit or right of any kind for any person or entity that is
17 not a party to this Agreement.

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

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

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

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1 26. COVENANT AGAINST ASSIGNMENT. Neither this Agreement nor any
2 of the moneys that may become due Vendor hereunder may be assigned by Vendor
3 without the written consent of City first had and obtained.

4 27. CONTINUATION. Termination or expiration of this Agreement shall not
5 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
6 prior to termination or expiration of this Agreement.

7 28. AMBIGUITY. In the event of any conflict or ambiguity between this
8 Agreement and any Exhibit, the provisions of this Agreement shall govern.

9 29. COSTS. If there is any legal proceeding between the parties to enforce
10 or interpret this Agreement or to protect or establish any rights or remedies under it, the
11 prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

12 IN WITNESS WHEREOF, the parties have caused this document to be duly

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executed with all formalities required by law as of the date first stated above.

CORO ACQUISITION CORPORATION dba
WORKPLACE RESOURCE

By Anne M. Alex
President
Anne Alex
(Type or Print Name)

By Sean Quinn
Secretary
Sean Quinn
(Type or Print Name)

"Vendor"

CITY OF LONG BEACH, a municipal corporation

4-6, 2007
By Sean Quinn
City Manager

"City"

This Agreement is approved as to form on 4/3, 2007.

ROBERT E. SHANNON, City Attorney

By Yvonne Conway
Deputy

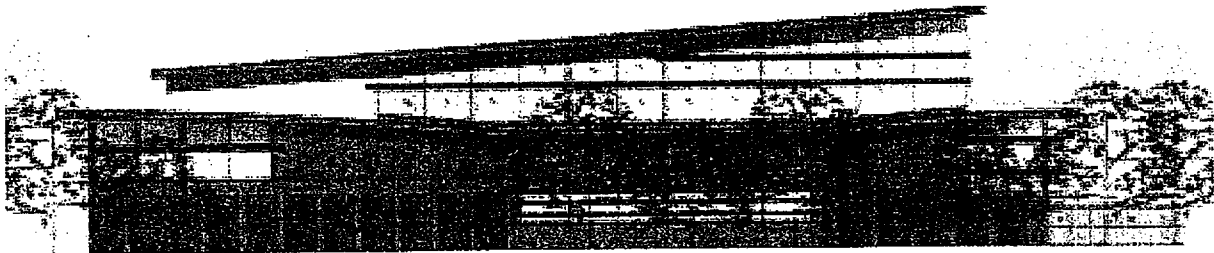
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EXHIBIT A



City of Long Beach
MacArthur Library - Adult Furniture

February 8, 2007



Lynne Jackson
Account Executive, Workplace Resource

8560 Sunset Blvd., Fifth Floor, West Hollywood, CA 90069
310-955-7200

**BID TO FURNISH AND INSTALL ADULT FURNITURE
AT MACARTHUR PARK BRANCH LIBRARY
IN THE CITY OF LONG BEACH, CALIFORNIA**

In accordance with the Notice Inviting Bids for the above titled work in the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on February 7, 2007, at 10:00 a.m., we propose to furnish all necessary labor, tools, materials, appliances and equipment for and perform all work mentioned in said Notice Inviting Bids, in full compliance with Specifications at the following prices:

| <u>ITEM NO.</u> | <u>ITEM DESCRIPTION</u> | <u>ESTIMATED QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE (IN FIGURES)</u> | <u>ITEM TOTAL (IN FIGURES)</u> |
|------------------|-------------------------|---------------------------|-------------|--------------------------------|--------------------------------|
| | Adult Furniture | 1 | LS | | |
| TOTAL BID | | | | \$ 135,707.67 | |

ADDENDA A KNOWLEDGMENT / SIGNATURE PAGE

ADULT FURNITURE

If Bidder is an individual, his/her signature shall be set forth below. If the Bidder is a joint venture, the name of the joint venture shall be set forth below, with the signature of an authorized representative of each venturer. If the Bidder is a partnership, the name of the partnership shall be set forth below, together with the signature of the general partner. If the Bidder is a limited liability company, the legal name of the company shall be set forth below, with the signature of a member or manager authorized to bind the company. If the Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of an officer of the corporation.

Is the Bidder a Minority-Owned or Woman-Owned Business Enterprise? Yes No
(Please check one or both, if applicable). (Circle One)

Woman-Owned

Minority-Owned

Which Racial Minority? _____

This information will be used for statistical analysis only. The contract will be awarded to the lowest responsible bidder.

Bidder hereby acknowledges receipt of Addendum No. X 1 2 3 4 5 6
(Initial above all appropriate numbers)

Respectfully submitted,

Coro Acquisition, DBA Workplace Resource

By

Lynne Jackson
Signature

Legal Name of Company

Lynne Jackson, *Asst. Executive*

Print Name / Title

Individual

Joint Venture

Partnership (General)

Names of Other General Partners

Partnership (Limited)

Names of Other Partners

Limited Liability Company

Corporation

Incorporated Under the Laws of the State of _____

Business Address

8560 Sunset Blvd., Fifth Floor, West Hollywood, CA 90069

(Actual Address - Do NOT list a post office box)

Business Telephone (310) 855-7200

Fax Telephone (310) 855-7549

~~Under Chapter 9 of Division 3 of the Business and Professions Code, (Contractors' License Law), of the State of California, the undersigned has been issued a Class _____ license, Number _____; license termination date is _____.~~

Contractor's Employer Identification Number or Social Security # is [REDACTED]

Under Chapter 1, Article VI, Municipal Code of the City of Long Beach, the undersigned has been issued license number BU20232290; license termination date is 1-1-2008.

Address listed on license 16651 Knott Avenue, La-Mirada, CA 90638

EXHIBIT "B"

**The City's Representative for this project shall be Denise
Scribner.**

EXHIBIT C

WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

Workplace Resource

Signature of Contractor, or a corporate officer of Contractor, or a general partner of Contractor:



Title:

CFO

Date:

3-28-07

EXHIBIT "D"

CITY'S POLICY FOR DISADVANTAGED, MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, and Women-Owned Business Enterprises to compete successfully in supplying our needs for products and services.