

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

AGREEMENT

34107

THIS AGREEMENT is made and entered, in duplicate, as of October 15, 2015, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 6, 2015, by and between PARSONS CONSTRUCTORS INC., a Delaware corporation ("Consultant"), with a place of business at 100 West Walnut Street, Pasadena, California 91124, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with as-needed professional Project Labor Agreement (PLA) administration services ("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, not to exceed Two Hundred Eighty Thousand Dollars (\$280,000), 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
2 of 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.
4 In the event that the City Council of the City fails to appropriate the necessary
5 funds for any fiscal year, then, and in that event, the Agreement will terminate at
6 no 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 November 1, 2015, and shall terminate at 11:59 p.m. on October 31, 2016, unless sooner
5 terminated as provided in this Agreement, or unless the services or the Project is
6 completed sooner. The parties have the option to extend the term for four (4) additional
7 periods of one year each.

8 3. COORDINATION AND ORGANIZATION.

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

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

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

1 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of
2 the usual and customary rights, benefits or privileges of City employees. Consultant
3 expressly warrants that neither Consultant nor any of Consultant's employees or agents
4 shall represent themselves to be employees or agents of City.

5 5. INSURANCE.

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

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

28 (b) Workers' Compensation insurance as required by the California

1 Labor Code and employer's liability insurance in an amount not less than
2 \$1,000,000. This policy shall be endorsed to state that the insurer waives
3 its right of subrogation against City, its boards and commissions, and their
4 officials, employees and agents.

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

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

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

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

23 D. If this coverage is written on a "claims made" basis, it must
24 provide for an extended reporting period of not less than one hundred eighty (180)
25 days, commencing on the date this Agreement expires or is terminated, unless
26 Consultant guarantees that Consultant will provide to City evidence of uninterrupted,
27 continuing coverage for a period of not less than three (3) years, commencing on
28 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. And, Consultant shall obtain similar certifications from Consultant's
15 employees, subconsultants and contractors.

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

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

1 available to any person or entity for use without the prior approval of City. This warranty
2 shall survive termination of this Agreement for five (5) years.

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

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

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

27 13. ADDITIONAL COSTS AND REDESIGN.

28 A. Any costs incurred by City due to Consultant's failure to meet

1 the standards required by the scope of work or Consultant's failure to perform fully
2 the tasks described in the scope of work which, in either case, causes City to request
3 that Consultant perform again all or part of the Scope of Work shall be at the sole
4 cost of Consultant and City shall not pay any additional compensation to Consultant
5 for its re-performance.

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

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

18 15. LAW. This Agreement shall be construed in accordance with the laws
19 of the State of California, and the venue for any legal actions brought by any party with
20 respect to this Agreement shall be the County of Los Angeles, State of California for state
21 actions and the Central District of California for any federal actions. Consultant shall cause
22 all work performed in connection with construction of the Project to be performed in
23 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
24 county or municipal governments or agencies (including, without limitation, all applicable
25 federal and state labor standards, including the prevailing wage provisions of sections 1770
26 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any
27 fire marshal, health officer, building inspector, or other officer of every governmental
28 agency now having or hereafter acquiring jurisdiction.

1 16. PREVAILING WAGES.

2 A. Consultant agrees that all public work (as defined in California
3 Labor Code section 1720) performed pursuant to this Agreement (the "Public
4 Work"), if any, shall comply with the requirements of California Labor Code sections
5 1770 *et seq.* City makes no representation or statement that the Project, or any
6 portion thereof, is or is not a "public work" as defined in California Labor Code
7 section 1720.

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

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

22 18. INDEMNITY.

23 A. Consultant shall indemnify, protect and hold harmless City, its
24 Boards, Commissions, and their officials, employees and agents ("Indemnified
25 Parties"), from and against any and all liability, claims, demands, damage, loss,
26 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
27 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
28 and other costs and fees of litigation, arising or alleged to have arisen, in whole or

1 in part, out of or in connection with (1) Consultant's breach or failure to comply with
2 any of its obligations contained in this Agreement, including any obligations arising
3 from the Project's compliance with or failure to comply with applicable laws,
4 including all applicable federal and state labor requirements including, without
5 limitation, the requirements of California Labor Code section 1770 *et seq.* or (2)
6 negligent or willful acts, errors, omissions or misrepresentations committed by
7 Consultant, its officers, employees, agents, subcontractors, or anyone under
8 Consultant's control, in the performance of work or services under this Agreement
9 (collectively "Claims" or individually "Claim").

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

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

24 D. The provisions of this Section shall survive the expiration or
25 termination of this Agreement.

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

28 20. NONDISCRIMINATION.

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

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

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

26 A. During the performance of this Agreement, the Consultant
27 certifies and represents that the Consultant will comply with the EBO. The
28 Consultant agrees to post the following statement in conspicuous places at its place

1 of business available to employees and applicants for employment:

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

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

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

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

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

21 22. NOTICES. Any notice or approval required by this Agreement shall
22 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
23 postage prepaid, addressed to Consultant at the address first stated above, and to City at
24 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
25 to the City Engineer at the same address. Notice of change of address shall be given in
26 the same manner as stated for other notices. Notice shall be deemed given on the date
27 deposited in the mail or on the date personal delivery is made, whichever occurs first.

28 23. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

22 25. WAIVER. The acceptance of any services or the payment of any
23 money by City shall not operate as a waiver of any provision of this Agreement or of any
24 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
25 Agreement shall not constitute a waiver of any other or subsequent breach of this
26 Agreement.

27 26. CONTINUATION. Termination or expiration of this Agreement shall
28 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,

1 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

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

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

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

17 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
18 designed to or entered for the purpose of creating any benefit or right for any person or
19 entity of any kind that is not a party to this Agreement.

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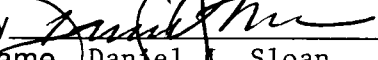
OFFICE OF THE CITY ATTORNEY
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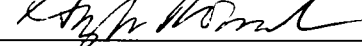
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

PARSONS CONSTRUCTORS INC., a Delaware corporation

_____, 2015

By 
Name Daniel J. Sloan
Title General Manager

_____, 2015

By 
Name Angelle M. Roussel
Title Vice President & Asst. Secretary

"Consultant"

CITY OF LONG BEACH, a municipal corporation

11/25, 2015

By 
City Manager

"City"

This Agreement is approved as to form on 11-18, 2015.

CHARLES PARKIN, City Attorney

By 
Deputy

EXHIBIT “A”

Scope of Work



businesses. PCI received several certificates of appreciation from the District for its participation in the Boot Camp. As the result of PCI's work at LAUSD, it developed mutually beneficial working relationships with the involved contractors and labor representatives that enabled the District to quickly resolve labor issues without negatively impacting the ongoing construction projects.

Since 2012 PCI has administered the Continuity of Work Agreement (PLA) for the **Pasadena Unified School District's** (PUSD) \$350 million Measure TT construction program. PCI is responsible for community workforce development, reporting, labor dispute resolution and administering all aspects of the PLA. As a result of its work at PUSD, PCI formed an important partnership with the Flintridge Center, which is a non-profit organization striving to prepare a local workforce in the construction field by training community members who have faced significant challenges in their lives through the Apprenticeship Preparation Program (APP). The APP is a 240 hour semester-long training program conducted at Pasadena City College, which prepares students for a sustainable career in construction. The people assisted through the APP face challenges that include living in areas that are gang impacted, being previously incarcerated or not completing high school. Through PCI's partnership with the Flintridge Center dozens of PUSD residents and graduates of the APP have started their construction careers at local projects in Pasadena and the surrounding communities. PCI has a proven track record of forming partnerships that result in a beneficial impact to the communities surrounding the construction programs they serve.

PCI has been involved with the **Los Angeles World Airports (LAX)** since 1999. In conjunction with LAWA, PCI has developed and implemented a labor relations strategy that has contributed to the success of the \$13.5B Construction Program. It is our belief that we effectively administered the policies and procedures established in the Los Angeles World Airports (LAX) PLA. We accomplished our goal of delivering and maintaining a harmonious relationship between labor and management. Further, we have a unique understanding of the PLA because we negotiated it on behalf of LAWA in 1999 and have administered it since. Hundreds of potential grievances were resolved prior to formal grievances being filed. Since 2010, there has only been 16 Step 2 Grievances. There have been no PLA Step 3 arbitrations and no major work stoppages have occurred due to labor disputes.

Many of these relationships and partnerships established as the result of PCI's extensive experience administering PLAs will benefit the City of Long Beach, if PCI is selected as PLA Administrator.

4.2 APPROACH & METHODOLOGY

As a result of its extensive experience administering local PLAs, PCI has developed a unique cost effective approach to PLA administration and labor management services. This approach incorporates four main components:

1. COMMUNITY ECONOMIC DEVELOPMENT
2. LABOR AND CONTRACTOR RELATIONS
3. EDUCATION/TRAINING OF STAKEHOLDERS
4. LABOR DISPUTE RESOLUTION/COMPLIANCE

PCI's proposed team has extensive experience with implementing each of these components, which allows for a cost effective approach because the team has:

- Proven methodology for implementing Community Economic Development Programs, which includes achieving the hiring targets for local, veteran and disadvantaged workers.
- Existing relationships and partnerships with labor and management to resolve disputes quickly.
- Education and training methods already developed to educate stakeholders.

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- Cost effective flexible staffing plan that allows the PLA Administrator staff to support the City of Long Beach's program part time, which maintains a high level of service at a reduce cost.

1. Community Economic Development

PCI has extensive experience implementing and supporting community economic development programs as a PLA administrator as outlined in the firm experience section of this proposal. As the PLA administrator PCI will implement the City's community workforce development policies by using its existing relationships with unions, contractors and community organizations to assist with achieving the goals related to:

- Local worker participation
- Disadvantaged local worker participation
- Veteran participation
- Local, small, emerging or disabled veteran (LSEDV) participation

In close coordination with each of PCI's client community workforce development programs, it developed several strategies to assist with achieving community workforce development goals. The first key to PCI's success is proactive and passionate education of all stakeholders about the local resident, disadvantaged worker and veteran participation requirements and how to accomplish them. The contractors, unions, community leaders, client staff and other partners must understand the goals and labor strategy in order to achieve the worker participation targets. PCI understands it takes a team effort to achieve the community workforce development and LSEDV participation goals with intensive training and collaboration with the local construction industry stakeholders.

Concurrently with commencing the proactive education of stakeholders and defining expectations, PCI will implement an innovative method for tracking detailed data related to the community workforce development goals. If approved by the City, this will be accomplished by implementing an innovative online certified payroll system to track and report craft worker demographics. PCI staff will work closely with the City to report and analyze local hire data at each construction project on a monthly basis or more often depending on the level of construction activity. PCI will require contractors to use the PLA Craft Request Form when requesting manpower from a union hiring hall, which will ensure the union dispatch office gives geographic preference to City residents.

Recognition and Enforcement

Based on the results of the monthly reporting PCI will identify high and low performing contractors and implement a **"carrot and stick"** approach with both the contractors and unions. Contractors and unions who exceed the community workforce development goals will be formally recognized by the City for their performance. PCI will offer advice to the City based on experience about the best practices for using best value contracting and contractor prequalification to incentivize exceptional local hire performance. PCI will develop bidding requirements that each contractor shall submit a community workforce development labor strategy for evaluation along with their bid. Based on experience with other large construction programs, offering contractors incentives to exceed local hire goals and requiring a labor strategy during the bidding process improves performance. Similarly, low performing contractors will be required to produce a Community Workforce Development Recovery Plan, which is a response to seven questions issued by PCI that outlines the contractor's labor strategy for reaching the community workforce development targets. In addition to the Labor Recovery Plan, low performing contractors may lose out on any incentives otherwise implemented by PCI and the City to recognize exceptional community workforce development performance and achievements.

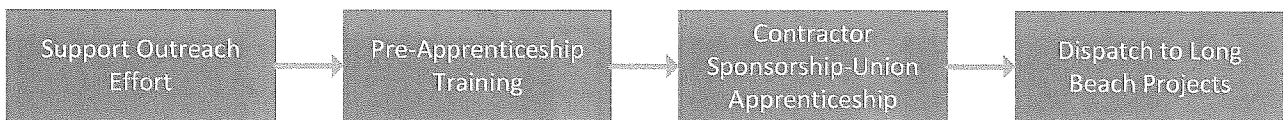
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Boots on the Ground

Although the aforementioned strategies for supporting the community workforce development program are important, there has been nothing more critical to community workforce development success than putting boots on the ground. At PCI this means putting on the PPE and showing up at the jobsites to work with project teams, craft workers and unions on a regular basis to convey our passion for supporting the community workforce development program at a grassroots level and achieving the goals set forth in the PLA. PCI is committed to putting our boots on the ground at the City of Long Beach and implementing the community workforce development programs with our experience, labor-management relationships, passion and hard work. PCI's Director of Labor Relations and General Manager, Daniel J. Sloan, and the PCI team have demonstrated a passionate commitment to administering community workforce development programs when acting as PLA administrator for other large public works construction programs. The team firmly believes in the local hire concept: The residents of the communities served by the City of Long Beach should be able to participate and have access to the construction jobs created by the program.

Further, PCI will support the community workforce development program by participating in all phases of the outreach, training and placement process of local, veteran and/or disadvantaged local workers. PCI understands the collaboration necessary to achieve the desired participation goals – it requires both unions and contractors to work together.



In addition, PCI's best practices include:

- Analyze certified payroll record data to identify contractors who are not hiring enough local, disadvantaged or veteran workers. Once identified, use "carrot and stick" approach and "boots on the ground" strategy to compel contractors to sponsor apprenticeship candidates and/or hire additional local apprentices from the appropriate labor-management apprenticeship program.
- At least quarterly, survey all local union apprenticeship programs for data regarding total apprentices and out-of-work apprentices from the City's zip code list. Use the results of the survey to identify unions in need of additional apprentices and use the negotiated objectives in PLA Article III to compel the apprenticeship program(s) to take in additional local, disadvantaged or veteran apprenticeship candidates.
- Conduct outreach efforts to identify local, disadvantaged or veteran employment candidates who are interested in a construction career. Once identified, assist the candidate enter an appropriate pre-apprenticeship training program at Long Beach City College or other pre-apprenticeship training program. If candidate is ready to commence directly into the union apprenticeship program PCI will assist with facilitating the application process.
- Emphasize the employment and contracting programs and goals with the participants and all contractors at each PLA Pre-job Conference, as required by PLA Article XVI. As part of PCI's extensive PLA Pre-job Conference process, the contractor's labor strategy will be reviewed and the community workforce development objectives will be conveyed and emphasized.

As highlighted in the experience section of this proposal, PCI has already established a similar methodology for the implementation of the community workforce development programs described in the City's PLA at the Port of Long Beach, where PCI is the PLA Administrator and labor compliance consultant for the Port of Long Beach's (POLB) Middle Harbor Phase 2 & 3 Projects. PCI's PLA Administration team will focus its initial efforts on

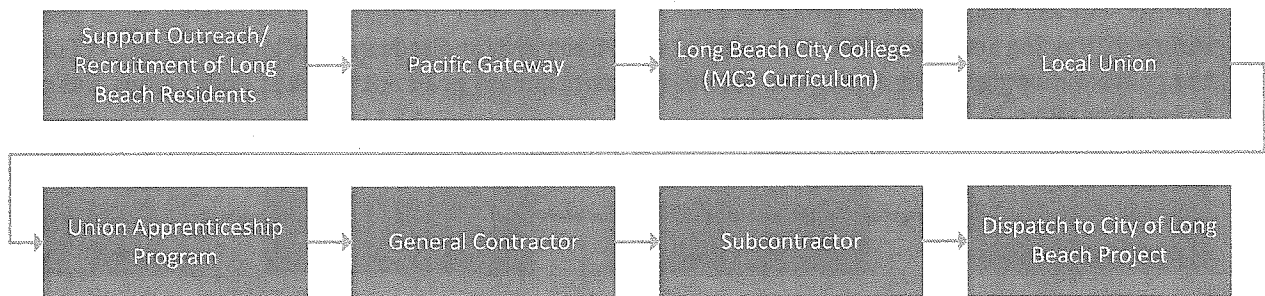
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conducting outreach for the recruitment of Long Beach residents who are interested in a sustainable construction career. These initial efforts are a key component to the facilitating contractor and union compliance with meeting the Long Beach’s PLA objectives, which include:

- 40 percent local worker participation goal.
- 10 percent disadvantaged worker or veteran participation goal.
- Utilization and partnerships with specific pre-apprenticeship programs for referral to labor-management apprenticeship programs.
- Required use of the Craft Request Form.
- Required partnership with Helmets-to-Hardhats
- Requirements for a contractor’s core workforce to reside locally.

The flowchart below illustrates a proposed sample process specifically for City of Long Beach’s PLA.



LSEDV Participation – Ensuring the PLA and labor compliance is not an impediment to participation

Parsons has demonstrated a strong commitment to small business enterprise since its inception. Founder Ralph M. Parsons established Parsons as a small business in 1944, and although Parsons has grown to more than 15,000 employees worldwide since, our understanding of the importance of cultivating and growing small businesses has never been stronger. PCI’s work as a PLA manager/administrator at LAUSD and other agencies exemplifies our commitment to small business enterprise. In 2004, PCI participated in LAUSD’s inaugural Small Business Boot Camp offering expert training about the PLA, and ever since we have conducted scores of Small Business Boot Camp PLA training sessions. In addition to participating in the Boot Camp, PCI designs and conducts the PLA Training Classes for contractors working with all its clients, which is focused on helping small businesses work successfully on PLA-covered projects.

PCI will work closely with the City, contractors and unions to quickly facilitate the resolution of labor issues, contractor payment issues, change order issues and problems between general contractors and small business subcontractors that are caused by labor compliance or PLA issues. PCI staff takes pride in the successful education campaign that teaches small businesses that the PLA is not an impediment to participation, but instead is an important component of the City’s construction program. For example, small non-union contractors can utilize union manpower and training programs while working on PLA-covered projects. Their employees also have access to union benefit plans for hours worked on PLA-covered projects, although they are subject to vesting requirements. Through proactive education and communication, PCI will ensure that the PLA and labor compliance is not a barrier to participation by LSEDV firms.

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2. Labor and Contractor Relations

Bringing value to clients by focusing on collaboration, partnerships and finding creative, interest-based solutions to labor-management issues with Parsons' core values as the foundation for every decision.

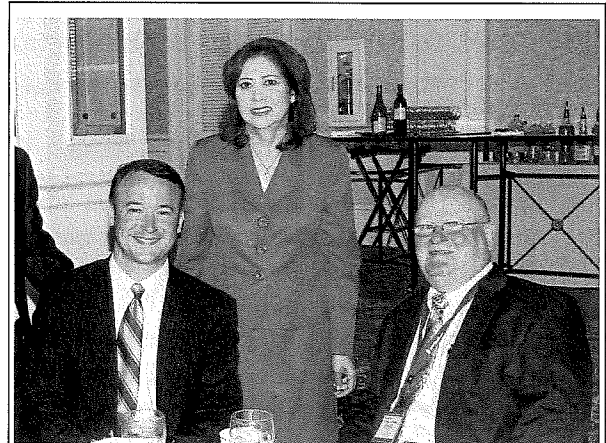
PCI has a long history of strong relationships with labor and management at a local, state and national level. Considerable resources are put into fostering and maintaining relationships with all of the construction unions and contractors. This includes constant communication with local union representatives and councils, as well as periodic interface with the state and national union leadership. PCI management and staff regularly attend the Building and Construction Trades Department's Annual Legislative Conference in Washington D.C., among other events, to maintain critical relationships with the national construction union leadership and stay informed about big picture issues facing organized labor, which is a benefit to clients. Although PCI maintains its relationships at a national level, we are committed to resolving issues locally, whenever possible, and focusing on building partnerships with local union representatives in the areas surrounding our projects. Our proposed staff has spent many years developing strong relationships with the union representatives who cover the City of Long Beach area. These relationships are founded in part as the result of experience, hard work, communication and integrity. Adversity and disagreement are common in the field of labor relations, but PCI has demonstrated during the last 35 years that hard work, good communication and integrity result in a positive relationship and reputation with both labor and management.

As a construction contractor, PCI understands the labor-management challenges faced by contractors working on public works construction projects under a PLA. PCI's unique perspective as a construction contractor helps the team relate to contractors and management during the project. This understanding builds credibility with the construction contractors and project staff. PCI's extensive experience as a PLA manager and administrator in Southern California and nationwide has resulted in strong relationships with many of the general contractors and subcontractors involved with construction projects in the Long Beach area. PCI's existing relationships and strong reputation amongst labor and management will allow the team to hit the ground running as PLA Administrator, if selected.

PCI is a successful PLA administrator in part because of our established relationships with contractors and local construction unions in California. We are committed to resolving labor issues at the lowest level possible. However, it is our relationship with the National Building and Construction Trade Unions and their leadership, along with our experience negotiating and managing PLAs on some of the nation's largest construction programs that set us apart.

Other examples of our approach to labor management services include:

- Maintaining national agreements with the fourteen largest Building and Construction Trades Unions in Washington D.C., giving us experience in negotiating and administrating on a national, regional, and local basis throughout the country.
- Organizing meetings on behalf of our clients in Washington D.C. with the leadership of the National Building and Construction Trades Department and Carpenters Union.



Pictured from left to right Dan Sloan, Former US Secretary of Labor Hilda Solis, and former PCI VP and Global Director of Labor Relations, Jim Nobles at the 2012 National Building Trades Legislative Conference in Washington D.C.

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- Interfacing daily with local unions in the Los Angeles area about labor issues.
- Emphasizing communication and responding promptly to union communications or inquiries and maintaining open lines of communication with all unions.
- Meeting and interfacing with the Los Angeles and Orange Counties Building and Construction Trades Council and Ron Miller on a regular basis.
- Meeting and interfacing with the leadership of the Southwest Regional Council of Carpenters on a regular basis.
- Using our strong relationships with construction unions and contractors to assist clients achieve their community economic development goals and other project objectives.

3. Training and Education

PCI's approach to mitigating and resolving grievances starts with the proactive education of all stakeholders. Specifically for contractors, PCI has designed a comprehensive PLA Training Certification Class that will be taught as often as needed to the City of Long Beach and its prospective contractors. The emphasis of the training class is to teach contractors how to successfully perform work under the PLA so grievances are avoided. PCI's approach to labor dispute resolution emphasizes preventing grievances by ensuring contractors understand the PLA and labor requirements prior to bidding work. PCI encourages its clients to make the PLA Training Certification Class a prerequisite for bidding on PLA-covered projects.

In addition to PCI's formal PLA training programs, PCI responds on a day-to-day basis to inquiries from clients, contractors and unions. These informal conversations and training sessions ensure questions are answered promptly and result in continued relationship-building with clients, contractors and unions involved with the local project. If selected, PCI will:

- Conduct trainings for the City Staff and contractors in relation to the requirements of the PLA and the PLA impact on Public Works Projects. The training will include a PowerPoint presentation, handouts and other valuable information about the critical aspects of contract compliance with the PLA.
- Both the presentation and training materials will be made available online.
- The content and approach to the training session will be approved by the City.

4. Labor Dispute Resolution/Compliance

Although PCI is adamant that proactive education and training is the best way to avoid grievances, some labor disputes are unavoidable. When grievances do occur PCI is careful to remain neutral and process the grievance in accordance with the specific terms of the PLA. It is the PLA Administrator's role to mediate and facilitate resolution to the grievance and PCI's staff is trained in several methods of dispute resolution, which include interest based bargaining and adaptive negotiation. PCI encourages contractors and unions to resolve labor disputes at the lowest level possible and encourages communication between the parties. Since 2003, PCI staff has resolved more than 500 PLA grievances at step 2 or higher, and acted as lead representative for clients throughout the grievance process, including arbitration.

PCI constantly consults with its clients' management teams and legal counsel, when necessary, during the dispute resolution process to address any interpretational questions or other issues that arise that could impact the construction program. PCI has a proven track record of resolving grievances and administering dispute resolution procedures on public works construction programs, which is demonstrated by:

- Documenting grievances, jurisdictional disputes and conflicts in both electronic databases and a detailed filing system.

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- Interfacing constantly with both the local unions and contractors about potential grievances.
- Emphasizing resolution of labor problems before the filing of a formal grievance becomes necessary.

Union Jurisdictional Disputes

One of the most divisive issues in the field of construction labor relations today is union jurisdictional disputes. Prior to and during the course of the project, one or more pre-job conferences will be held. The objective is to give the trades an opportunity to agree on the assignments for the work involved. PCI facilitates these discussions to resolve as many issues as possible prior to the construction operation commencing. PCI has a detailed pre-job conference form template that each prime contractor must use to convey the required scopes of work and union jurisdictional work assignments.

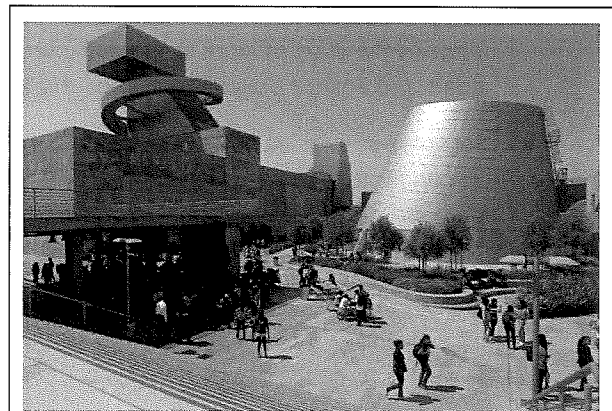
PCI has developed innovative procedures to minimize jurisdictional disputes. This includes a window of 14 days given to the contractor after the PLA Pre-job Conference with the unions. This window allows unions who are claiming the proposed work assignments to submit their justification for that work. After the 14-day window, the contractor will then review any unions submittals justifying their jurisdictional claim and either change the work assignment or keep the original, making them permanent. Should the unions still choose to challenge the work assignment, they must follow the procedures for the resolution of jurisdictional disputes as outlined by PLA Article VIII, which requires the parties to the PLA to adhere to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("Plan"). In the case of the City's PLA, separate jurisdictional dispute resolution procedures were negotiated for jurisdictional disputes involving the Southwest Regional Council of Carpenters.

Additionally, PCI's knowledge of the jurisdictional agreements between crafts and PCI's role as a third party advisor and mediator help both the contractors and unions resolve their jurisdictional differences prior to the work commencing. Should an issue arise during the course of construction, the documentation required by PCI and provided by the prime contractor at the earliest stages of each construction contract ensures that the participating parties clearly understand the scope of the project and the corresponding union work assignments. Lastly, PCI has an excellent working relationship with some of the union jurisdictional representatives, and also Plan Administrator Richard Resnick in Washington D.C.

Work Stoppages and Lockouts

One of the major drivers behind public sector PLAs is the formal assurance from construction unions and contractors that work will not be disrupted due to labor disputes. As a PLA Administrator, PCI has proven track record of avoiding work stoppages due to labor disputes on major public works construction programs. PCI has experience administering procedures similar to Article VII of the City of Long Beach PLA. The following are two examples of PCI's experience working with work stoppage procedures within the framework of a Project Labor Agreement:

- In June, 2006, the Southwest Regional Council of Carpenters decided to strike and picket a major general contractor in Southern California over a collective bargaining dispute. The general contractor was building two new high schools for the Los Angeles Unified School District at the time, where PCI was the PLA Administrator. PCI administered the



The completed LAUSD New High School #9, where the efforts of the Parsons PSA management team helped keep work going during the crane operators strike in the Summer of 2007

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PLA's work stoppage procedures, including the "24 hour arbitrator" to ensure that work continued on both projects.

- In July, 2007, a wildcat strike occurred within the ranks of the mobile crane operators unit of the Operating Engineers Local 12. PCI had several construction projects covered by PLAs that would have been shut down if not for the work stoppage sections of the applicable PLAs. PCI worked closely with the Operating Engineers at a local level to ensure that new crane operators were dispatched to the site immediately. PCI also worked in close coordination with the general contractors to make sure they had a thorough understanding of the work stoppage procedures in the PLA. LAUSD New High School #9 was a project that would have been affected most by the strike, but LAUSD and PCI management worked closely with them and their mobile crane operator subcontractors to ensure that new operators were immediately requested and dispatched to the jobsite.

PCI's approach to these types of crisis labor situations focuses on collaboration and communication. PCI management quickly notified client management and legal counsel, and followed all of the appropriate procedures as outlined in the applicable PLAs. PCI has a "drop everything" approach when responding to work disruptions or major labor issues, meaning we immediately make resolving the major labor issue our number one priority and respond quickly to ensure project work is not disrupted.

Summary of Key Strategies for PCI PLA Administration Methodology

- ***Importance of Existing Partnerships:*** Utilizing existing relationships with unions and contractors to minimize labor disputes and resolve issues at the lowest level possible.
- ***Importance of Community Workforce Development:*** Track the progress of achieving local hire goals by utilizing an online certified payroll system. Utilize existing partnerships with union apprenticeship programs, community-based pre-apprenticeship programs and contractors to ensure the local hire goals are achieved.
- ***Stakeholder and Contractor Training:*** Avoid labor issues during the project by implementing a monthly PLA certification training class to educate contractors and other stakeholders about the PLA local hire goals prior to bidding.
- ***Pre-job Conferences:*** Conduct a detailed PLA pre-job conference with the involved contractors and unions prior to the start of work to resolve union jurisdictional disputes, discuss project details, emphasize local hire goals and ensure a successful labor strategy is in place.
- ***Reporting and Accountability:*** Implement and manage an extensive system that allows the PLA administrator to measure the success of the project and identify areas for improvement. This includes detailed databases for community workforce development reports, recording grievances, Letters of Assent, project files and other PLA-related documents.

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EXHIBIT “B”

Rates or Charges

PARSONS

Parsons Constructors Inc.

100 West Walnut Street • Pasadena, California 91124 • (626) 440-3000 • Fax: (626) 440-2515

City of Long Beach
Labor Rates & Cost Proposal

Name	Category	Billing Rate
Dan Sloan	Program Manager	\$ 195.00
Don Maurer	PLA Coordinator	\$ 155.00
Rasien Ibanez	PLA Compliance Administrator	\$ 109.00
Support Staff	PLA Compliance Administrator Support	\$ 109.00
Support Staff	PLA Administrative Assistant	\$ 75.00

Total Contract NTE for 3 Years	\$	587,000.00
Year 1 Total Contract NTE	\$	200,000.00
Year 2 Total Contract NTE	\$	193,500.00
Year 3 Total Contract NTE	\$	193,500.00

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EXHIBIT “C”

City’s Representative:

Jason MacDonald, Purchasing and Business
Services Manager

(562) 570-6663

EXHIBIT “D”

Materials/Information Furnished: None