

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

1 AGREEMENT

2 **33653**

3 THIS AGREEMENT is made and entered, in duplicate, as of December 3,
4 2014 for reference purposes only, pursuant to a minute order adopted by the City Council
5 of the City of Long Beach at its meeting on December 2, 2014, by and between
6 MELENDREZ ASSOCIATES, a California corporation, with a place of business at 617
7 South Olive Street, 11th Floor, Los Angeles, California 90014 ("Consultant"), and the
8 CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, the City requires specialized services requiring unique skills to
10 be performed in connection with conceptual design services to develop the Terminal
11 Island Freeway Transition Plan ("Project"); and

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

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

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

21 1. SCOPE OF WORK OR SERVICES.

22 A. Consultant shall furnish specialized services more particularly
23 described in Exhibit "A", attached to this Agreement and incorporated by this
24 reference, in accordance with the standards of the profession, and City shall pay
25 for these services in the manner described below, not to exceed Two Hundred
26 Forty-Nine Thousand Nine Hundred Thirty-Six Dollars (\$249,936), at the rates or
27 charges shown in Exhibit "B".

28 B. The City's obligation to pay the sum stated above for any one

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

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

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

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

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

4 2. TERM. The term of this Agreement shall commence at midnight on
5 December 3, 2014, and shall terminate at 11:59 p.m. on December 2, 2016, unless
6 sooner terminated as provided in this Agreement, or unless the services or the Project is
7 completed sooner.

8 3. COORDINATION AND ORGANIZATION.

9 A. Consultant shall coordinate its performance with City's
10 representative, if any, named in Exhibit "C", attached to this Agreement and
11 incorporated by this reference. Consultant shall advise and inform City's
12 representative of the work in progress on the Project in sufficient detail so as to
13 assist City's representative in making presentations and in holding meetings on
14 the Project. City shall furnish to Consultant information or materials, if any,
15 described in Exhibit "D" attached to this Agreement and incorporated by this
16 reference, and 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, Melani V. Smith. City shall have the right to approve any person
20 proposed by 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
24 the manner in which it is performed. Consultant shall be free to contract for similar
25 services to be performed for others during this Agreement provided, however, that
26 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
27 Consultant acknowledges and agrees that a) City will not withhold taxes of any kind from
28 Consultant's compensation, b) City will not secure workers' compensation or pay

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

6 5. INSURANCE.

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

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

1 and agents.

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

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

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

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

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

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

1 uninterrupted, continuing coverage for a period of not less than three (3) years,
2 commencing on the date this Agreement expires or is terminated.

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

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

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

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

26 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
27 contemplates the personal services of Consultant and Consultant's employees, and the
28 parties acknowledge that a substantial inducement to City for entering this Agreement

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

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

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

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

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

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

16 11. CONFIDENTIALITY. Consultant shall keep the Data confidential
17 and shall not disclose the Data or use the Data directly or indirectly other than in the
18 course of performing its services, during the term of this Agreement and for five (5) years
19 following expiration or termination of this Agreement. In addition, Consultant shall keep
20 confidential all information, whether written, oral, or visual, obtained by any means
21 whatsoever in the course of performing its services for the same period of time.
22 Consultant shall not disclose any or all of the Data to any third party, or use it for
23 Consultant's own benefit or the benefit of others except for the purpose of this
24 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 the City due to Consultant's failure to
5 meet the standards required by the scope of work or Consultant's failure to
6 perform fully the tasks described in the scope of work which, in either case,
7 causes the City to request that Consultant perform again all or part of the Scope of
8 Work shall be at the sole cost of Consultant and City shall not pay any additional
9 compensation to Consultant 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
12 cost 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
21 which expressly refers to this Agreement.

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

27 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
28 constitutes the entire understanding between the parties and supersedes all other

1 agreements, oral or written, with respect to the subject matter in this Agreement.

2 17. INDEMNITY.

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

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

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

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

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

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

12 19. NONDISCRIMINATION.

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

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

1 status. Consultant shall report to City in May and in December or, in the case of
2 short-term agreements, prior to invoicing for final payment, the names of all
3 subconsultants and contractors hired by Consultant for this Project and information
4 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
5 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
6 637).

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

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

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

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

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

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

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

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

15 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

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

14 25. CONTINUATION. Termination or expiration of this Agreement shall
15 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
16 17, 19, 22, and 28 prior to termination or expiration of this Agreement.

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

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

28 28. AUDIT. City shall have the right at all reasonable times during the

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1 term of this Agreement and for a period of five (5) years after termination or expiration of
2 this Agreement to examine, audit, inspect, review, extract information from, and copy all
3 books, records, accounts, and other documents of Consultant relating to this Agreement.

4 29. THIRD PARTY BENEFICIARY. This Agreement is not intended or
5 designed to or entered for the purpose of creating any benefit or right for any person or
6 entity of any kind that is not a party to this Agreement.

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

MELENDREZ ASSOCIATES, a California corporation

9 _____, 20__

By Melani V. Smith
Name Melani V. Smith
Title President

11 _____, 20__

By Scott Baker
Name SCOTT BAKER
Title PRINCIPAL

"Consultant"

CITY OF LONG BEACH, a municipal corporation

17 12/26/, 2014

By TRB
City Manager
Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on 12/3,

22 2014.

CHARLES PARKIN, City Attorney

By Charles Parkin
Deputy

EXHIBIT “A”

Scope of Work

Terminal Island Transition Plan

Scope of Work

The City's Request for Proposal for this project clearly makes the following points, and the City's guidance provides direction for the Meléndrez team to follow, should we be selected to undertake this work:

- The project area is the City owned portion (former Caltrans ROW) of the TI freeway between PCH and Willow.
- The goal of the work program is to determine viable reconfigurations of the right of way and define the community's vision for how it can benefit West Long Beach, and to create a local mobility corridor and greenbelt by ending the existing truck route at PCH, and transition truck traffic further away from Long Beach residents and schools.
- Another goal of the project is to expand multimodal transportation options and improve the street connectivity for West Long Beach residents and businesses.
- The work plan incorporates the conceptual design of a greenbelt that connects to the neighborhoods, absorbs greenhouse gasses, and insulates West Long Beach from pollution the greenbelt is intended to increase neighborhood amenities including sidewalks, lighting, street trees, and bike facilities.
- Stormwater management issues will be considered in conceptual designs.
- The workplan is to be completely integrated with the workplan for the West Long Beach Livability Implementation Plan planning process.
- The team must engage the community in this process and to identify the trade-offs between different scenarios for right of way reconfiguration and delineate their implications for commerce, economic development, health and environmental impact.
- Caltrans will be included as a stakeholder as appropriate throughout the process.
- The scope does not include park or active recreation planning.

Task 1 Project Kick Off and Existing Conditions Analysis

Task 1.1 Kickoff Meeting and Site Tour

The team will attend a Kick Off Meeting with City staff, in order to review the project goals, the scope of work, timeline and deliverables. A Site Tour will be conducted informally with the City project team, as needed, assuming the City can arrange group transportation. A public site tour will be integrated into the first public workshop.

Task 1.2 Existing Conditions Analysis

Demographics and Needs Analysis: The team will document the socioeconomic conditions and demographics of the neighborhoods in the project study area. The project study area is defined, as in

An examination of sun/shade and prevailing winds, will be conducted by the Meléndrez team. This information will help inform the types of buffering materials that can be used with the highest benefit and value for space that can be transformed from freeway to a place that benefits the residential neighborhoods in the study area. Additionally, Meléndrez' work on extending the urban forest in Villages at Cabrillo will provide state of the art information on the best practices for using natural barriers in the study area.

Regulatory and Financial Conditions: The team will develop a list of regulatory and resource agencies necessary for project implementation. The team will reference their findings from the West Long Beach Livability Implementation Plan which will broadly identify barriers to changes to the freeway for costs and also identify environmental and design challenges. This analysis will identify more detail on the environmental barriers and opportunities for funding. Other barriers, such as information from Port and current freeway users (some of which may have already emerged in the work the outreach team and technical experts), will be collected and presented.

Our team assumes that base mapping for the project will be provided to the team by the City. No new survey work, or base map creation is contemplated by this team.

We assume that Right of Way (ROW) easements located within the TI corridor will also be provided to the project team by the City, in order to help the team determine constraints and opportunities within the former Caltrans ROW.

Task 1.3 Community Workshop #1

The first workshop of the TI Transition Plan will be held jointly, and in coordination with, Workshop #1 of the West Long Beach Livability Implementation Plan (see the project schedule included in this proposal for a depiction of how the West Long beach Plan and the TI Freeway Plan are proposed to be tightly integrated and coordinated.)

The Livability Implementation Plan portion of the workshop will focus on the Plan goals and criteria for evaluation of projects to be included in the West Long Beach Livability Implementation Plan, and give attendees and opportunity to indicate their support for specific projects, including the TI freeway transition. The workshop will then transition to a presentation of the TI Freeway Transition project including the scope and process to come,. An approach such as this will increase participation for both efforts, by providing more of a draw for residents to weigh in on both higher level West Long Beach planning, as well as more tangible TI freeway planning. Westbound will also draft and issue a press release and promote the workshop through a variety of means.

We will also ensure that the City engages the TAC and Steering Committee members (TAC and Steering Committee members selected and invited by the City of Long Beach) and invites them to attend this initial workshop.

Additionally, we believe there are multiple opportunities to leverage outreach already in place for the West Long Beach Livability Plan, which is being led by Meléndrez and the same outreach team. By

Equally important to identifying entities that may not be completely on board are organizations or individuals that are championing the efforts. One recommendation is to partner early with representatives of the neighborhood groups in the West Long Beach area to share details and seek participation at community workshops, specifically targeting those that are located within the TI Freeway project area, including the West Long Beach Association, the Westside Area Project Council, the Lower West Madres Unidas and the Semillas de Esperanza. We will partner with LBUSD, targeting the project area schools as a means to reach the families most impacted by the TI Freeway, as well as those facilities within the project area serving low-income families. Meanwhile, in task two we will engage with key business leaders within the Port areas that utilize the TI Freeway, who are important elements to the public outreach, as well as business groups such as the Westside Industrial Council and the Magnolia Industrial Group.

Engaging the community requires a number of tools and this task includes developing a plan for activities relating to identifying audiences, establishing a central database of key stakeholders and create materials inform and educate them about the transition plan. This task includes direct outreach into the community, which is a core competence of our team especially in this area since we have team members who have working with the community in this area for many years. We will coordinate and schedule interviews, canvas all residences and businesses in key environmental justice areas (includes delivering flyers). We have a current and longstanding relationship with Caltrans District 7 and will engage them as a key audience for this project.

Our team will have already met with many of the impacted groups and started a database for the West Long Beach Livability Plan and we will continue to build out our database. Furthermore, Westbound works with Port-related businesses on a daily basis for the Gerald Desmond Bridge Replacement Project so they will leverage existing relationships and feel confident that the database they use for the TI Freeway will be comprehensive. They will then, working with Melendrez, create core PDF-based written materials in English tagalog, and Spanish, which will be used across multiple channels including direct delivery to residences, posted on the project's Facebook page, emailed, and distributed via other electronic means. Finally, during this phase they will also identify and secure locations for the next community workshops.

The result of this Task will be a project plan that describes and proposes a schedule for engaging project stakeholders via: community workshops, interviews, and providing information to existing community groups at already scheduled meetings.

Task 2.2 Stakeholder Interviews Round 1

"Meet and Greet" sessions will be held with key local port-related organizations to introduce the project plan. At this early stage in the project, the project team will conduct up to eight (8) small group sessions with stakeholders to introduce the project plan and discuss key issues and concerns with local port tenant, logistics/goods movement, and community related organizations .

Stakeholder interviewees could include: Caltrans, schools, religious institutions, Century Villages at Cabrillo, Non profit advocacy groups, neighborhood associations, the Cities of Carson and Los Angeles,

Melendrez, 11/14/2014

- Community Workshop #2 agenda, notes, comment card, flyers, outreach, presentation materials, logistics (Melendrez and outreach team) (All consultants to attend). Stage workshop (secure location, logistics, etc.)
- Create written materials in English Tagalog and Spanish.
- Establish project Facebook page
- Schedule and participate in outreach

Task 3 Draft Freeway Transition Plan

Task 3.1 Initial Design Concept Parameters

PB will lead the effort to develop criteria and design parameters for the conceptual design of a multimodal street to replace the TI freeway. The multimodal criteria utilized in the West Long Beach Plan, for livability, will be expanded for this project, with additional detailed criteria provided by neighborhood stakeholders as well as freeway-user stakeholders. PB will also develop criteria for new intersections with the former freeway. The PCH intersection, which will change dramatically, is obviously the biggest concern, followed by the question of reestablishing connections with some local streets, as well as any changes needed or desired at Willow Street.

Meléndrez will also develop criteria for the reuse of remainder space remainder space that will be made available for open space and buffer use.

The team will compile comparable imagery depicting the design criteria and design issues in other locations, in order to graphically depict our ideas for the space in an engaging way.

Task 3.2 Develop Complete Street Design Concept Alternatives

PB will take the lead in developing alternative street sections and alignments that meet the design criteria that were developed in Task 3.1, and vetted by the community in Workshop #2. Using a process Joe De La Garza has written for the City of San Diego, PBs approach to this high level of design work will prioritize safety for all users, with the most vulnerable users – pedestrians and bicyclists, receiving the highest priority in order for the new roadway to be truly community friendly. Solutions will seek to minimize or decrease any cut-through traffic as a result of de-intensifying the function of TI Freeway. Identify and characterize new connections/intersections with local streets, the schools, and driveways.

In concert with alternative street sections and alignments development, the team will also identify alternative locations for the remainder space in the former Caltrans ROW that will be made available for open space and buffer use. PB will produce conceptual complete street sections and diagrammatic plans in coordination with Melendrez.

In consultation with Kekoa Anderson, the team will define stormwater management and drainage issues that will need to be addressed in future, more detailed designs for the corridor.

With respect to transportation, the team will review both possible local impacts of the transition/freeway closure segment as well as possible future transportation opportunities associated

Melendrez will take the lead in consolidating the results of the Community Charette into a Draft Transition Plan for the Corridor. The Plan will include a brief narrative, as well as diagrammatic mapping and sections, and illustrative materials. PB will provide transition plan details, a conceptual idea of next steps in terms of CEQA analysis, and ideas about funding/financing and permitting. The team will also be well positioned to identify synergies with other projects we have identified and prioritized through the West Long Beach Livability Plan, and opportunities to leverage the Transition Plan together with other identified projects.

The team will present the draft Plan to the TAC and Steering Committee for review and input.

Task 3 DELIVERABLES:

- **Concept Proposals Document: Mobility of People, Mobility of Goods, and Open Space**
 - Design criteria and matrix of open space uses (PB, Melendrez)
 - Conceptual design alternatives for street configurations, intersection designs, and open space/buffers uses and locations (PB, Melendrez)
 - Stormwater management issues and options to be addressed in the future (PB, Kekoa Anderson)
 - Order of magnitude estimates of traffic redistribution due to the transition plan (Iteris)
 - Estimates of possible traffic impact locations (Iteris)
 - Qualitative assessment of access issues for SCIG and ICTF (Iteris)
 - Qualitative assessment of treatments for the termini of the transition plan segment at PCH and at Sepulveda/Willow (Team)
 - Recommendations for future transportation/traffic studies including streets to be studied, key intersections, and general parameters of a more detailed traffic analysis to assess possible local implications of the closure and freeway segment transition (Iteris)
 - Discussion of possible bicycle network connections (Team)
 - Discussion of possible new roadway connections (Team)
- Present design to TAC and Steering Committee (Melendrez)
- Community Workshop #3 agenda, notes, comment card, flyers, outreach, presentation materials, logistics (Outreach Team, Melendrez, PB)
- Invite key audiences via: press release (write, distribute and contact local reporters); canvas key neighborhoods and deliver meeting invitations, email invitations and post invitation on project Facebook page (Westbound)

Task 4 Final Freeway Transition Plan

Task 4.1 Stakeholder Interviews Round 2

A final phase of stakeholder engagement will occur at the end of this project process as well, in order to solicit final stakeholder input on the final Plan. Interviewees could include: Caltrans, schools, religious institutions, Century Villages at Cabrillo, nonprofit advocacy groups, neighborhood associations, cities of Carson and Los Angeles, county of Los Angeles, freight carriers, Harbor Trucking Association and Pacific Merchant Shipping Association Interviews with Port staff, as well as coordination with the leadership for

Melendrez, 11/14/2014

After the Plan is presented to TAC and Steering Committee for review and input, minor final revisions will be incorporated. Public review and comment should have happened at Community Workshop #4, so there will be no need for a separate public review period.

Task 5.3 Final Presentations

The Final Plan will be presented up to two times to the City of Long Beach, potentially at the Planning Commission and at City Council. Decision makers in the City will then have an opportunity to receive the Plan and identify an entity in the City to steward the plan going forward. Further, ideally the stakeholder engagement process conducted as part of this plan will have planted the seeds of a "Friends of..." group that will form to champion and steward the project going forward. In today's world we know that public open spaces and greenbelts need support from stakeholders for maintenance, programming and operations, if their success into the future is to be ensured. Our team is well aware of this and will work to ensure that the Plan that comes out of this grant is compelling, fundable, implementable and supported.

Task 5 DELIVERABLES:

- Community Workshop #4 agenda, notes, comment card, flyers, outreach, presentation materials, logistics, exit survey and compilation, and attendance (Westbound, Melendrez, PB)
- Final Plan Revisions and Final Document (Melendrez, with support from others)
- Powerpoint Presentation of Final Plan (Melendrez)
- Stage workshop in concert with City of Long Beach if an event on the former freeway alignment itself, canvas and deliver meeting invitations to key audiences, invite attendees via press release, Facebook, email, Pitch story to Long Beach TV for a potential segment on the transition plan (Westbound, Melendrez with City support)

EXHIBIT “B”

Rates or Charges

TI Freeway Transition Plan
Melendrez Summary Fee Spreadsheet 11/14/14

Task	Task Description	Melendrez	Parsons Brinckerhoff	Iteris	Kekoa Anderson	Westbound Communications	LABOR TOTALS	Reimbursable Expenses	GRAND TOTALS
	Task 1: Kick off/ Existing Conditions								
1.1	Kick off meeting/start up	\$4,160	\$3,427	\$1,960	\$300	\$0	\$9,847		
1.2	Existing Conditions Analysis	\$4,980	\$14,207	\$8,160	\$300	\$0	\$27,647		
1.3	Community Workshop #1 Vision/Goals/Site	\$6,690	\$0	\$0	\$0	\$0	\$6,690		
	Task 1 Totals	\$15,830	\$17,634	\$10,120	\$600	\$0	\$44,184	\$2,233	\$46,417
	Task 2: Public Participation								
2.1	Public Participation Plan	\$440	\$202	\$0	\$0	\$12,805	\$13,447		
2.2	Stakeholder Interviews Round 1	\$9,380	\$0	\$0	\$0	\$12,875	\$22,255		
2.3	Community Workshop #2 Goals and Objectives	\$8,360	\$0	\$0	\$0	\$6,521	\$14,881		
	Task 2 Totals	\$18,180	\$202	\$0	\$0	\$32,201	\$50,583	\$3,933	\$54,516
	Task 3: Draft Transition Plan								
3.1	Initial Design Concept Parameters	\$4,580	\$3,114	\$5,660	\$0	\$0	\$13,354		
3.2	Develop Complete Street Design Concept Alternatives	\$960	\$15,635	\$0	\$600	\$0	\$17,195		
3.3	Develop Open Space Design Concept Alternatives	\$9,930	\$3,544	\$0	\$600	\$0	\$14,074		
3.4	Present Design Concepts to TAC and Steering Committee	\$3,280	\$0	\$0	\$0	\$0	\$3,280		
3.5	Community Workshop #3 Charrette	\$11,980	\$0	\$0	\$0	\$6,042	\$18,022		
3.6	Prepare and Present Draft Transition Plan	\$13,170	\$3,962	\$0	\$900	\$0	\$18,032		
	Task 3 Totals	\$43,900	\$26,255	\$5,660	\$2,100	\$6,042	\$83,957	\$4,184	\$88,141
	Task 4 Final Transition Plan								
4.1	Stakeholder Interviews Round 2	\$3,700	\$0	\$0	\$0	\$0	\$3,700		
4.2	Implementation Plan	\$440	\$19,298	\$0	\$600	\$0	\$20,338		
4.3	Develop Final Freeway Transition Plan	\$8,910	\$202	\$0	\$0	\$0	\$9,112		
	Task 4 Totals	\$13,050	\$19,500	\$0	\$600	\$0	\$33,150	\$2,186	\$35,336
	Task 5 Plan Roll Out								
4.1	Community Workshop #4 Roll out	\$12,570	\$0	\$0	\$0	\$4,636	\$17,206		
4.2	Final Plan Revisions	\$2,040	\$0	\$0	\$0	\$0	\$2,040		
4.3	Final Presentations	\$2,180	\$0	\$0	\$0	\$0	\$2,180		
	Task 5 Totals	\$16,790	\$0	\$0	\$0	\$4,636	\$21,426	\$4,100	\$25,526
	GRAND TOTALS	\$107,750	\$63,591	\$15,780	\$3,300	\$42,879	\$233,300	\$16,636	\$249,936

EXHIBIT “C”

City’s Representative:

Jeffrey Winklepleck, Acting Planning
Administrator

EXHIBIT “D”

Materials/Information Furnished: None