

1 AGREEMENT

2 **32374**

3 THIS AGREEMENT is made and entered, in duplicate, as of July 6, 2011  
4 for reference purposes only, pursuant to a minute order adopted by the City Council of  
5 the City of Long Beach at its meeting on July 5, 2011, by and between GILLIS &  
6 PANICHAPAN ARCHITECTS, INCORPORATED, a California corporation, with a place  
7 of business at 2900 Bristol Street, Suite G-205, Costa Mesa, California 92626  
8 ("Consultant"), and the 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 space planning consulting services ("Project"); and

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

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

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

20 1. SCOPE OF WORK OR SERVICES.

21 A. Consultant shall furnish specialized services more particularly  
22 described in Exhibit "A", attached to this Agreement and incorporated by this  
23 reference, in accordance with the standards of the profession, and City shall pay  
24 for these services in the manner described below, not to exceed One Hundred  
25 Thousand Dollars (\$100,000), at the rates or charges shown in Exhibit "B".

26 B. Consultant may select the time and place of performance for  
27 these services provided, however, that access to City documents, records, and the  
28 like, if needed by Consultant, shall be available only during City's normal business

1 hours and provided that milestones for performance, if any, are met.

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

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

19 E. CAUTION: Consultant shall not begin work until this  
20 Agreement has been signed by both parties and until Consultant's evidence of  
21 insurance has been delivered to and approved by the City.

22 2. TERM. The term of this Agreement shall commence at midnight on  
23 July 1, 2011, and shall terminate at 11:59 p.m. on June 30, 2014, unless sooner  
24 terminated as provided in this Agreement, or unless the services or the Project is  
25 completed sooner. The parties have the option to renew this Agreement for an additional  
26 one (1) year period.

27 3. COORDINATION AND ORGANIZATION.

28 A. Consultant shall coordinate its performance with City's

1 representative, if any, named in Exhibit "C", attached to this Agreement and  
2 incorporated by this reference. Consultant shall advise and inform City's  
3 representative of the work in progress on the Project in sufficient detail so as to  
4 assist City's representative in making presentations and in holding meetings on  
5 the Project. City shall furnish to Consultant information or materials, if any,  
6 described in Exhibit "D" attached to this Agreement and incorporated by this  
7 reference, and shall perform any other tasks described in the Exhibit.

8 B. The parties acknowledge that a substantial inducement to City  
9 for entering this Agreement was and is the reputation and skill of Consultant's key  
10 employee, Jack Panichapan. City shall have the right to approve any person  
11 proposed by Consultant to replace that key employee.

12 4. INDEPENDENT CONTRACTOR. In performing its services,  
13 Consultant is and shall act as an independent contractor and not an employee,  
14 representative, or agent of City. Consultant shall have control of Consultant's work and  
15 the manner in which it is performed. Consultant shall be free to contract for similar  
16 services to be performed for others during this Agreement provided, however, that  
17 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.  
18 Consultant acknowledges and agrees that a) City will not withhold taxes of any kind from  
19 Consultant's compensation, b) City will not secure workers' compensation or pay  
20 unemployment insurance to, for or on Consultant's behalf, and c) City will not provide and  
21 Consultant is not entitled to any of the usual and customary rights, benefits or privileges  
22 of City employees. Consultant expressly warrants that neither Consultant nor any of  
23 Consultant's employees or agents shall represent themselves to be employees or agents  
24 of City.

25 5. INSURANCE.

26 A. As a condition precedent to the effectiveness of this  
27 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
28 duration of this Agreement, from insurance companies that are admitted to write

1 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
2 Company or from authorized non-admitted insurance companies subject to  
3 Section 1763 of the California Insurance Code and that have ratings of or  
4 equivalent to A:VIII by A.M. Best Company the following insurance:

5 (a) Commercial general liability insurance (equivalent in scope to  
6 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
7 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
8 coverage shall include but not be limited to broad form contractual liability,  
9 cross liability, independent contractors liability, and products and  
10 completed operations liability. The City, its boards and commissions, and  
11 their officials, employees and agents shall be named as additional  
12 insureds by endorsement (on City's endorsement form or on an  
13 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20  
14 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33  
15 07 04 and CG 20 37 07 04), and this insurance shall contain no special  
16 limitations on the scope of protection given to the City, its boards and  
17 commissions, and their officials, employees and agents. This policy shall  
18 be endorsed to state that the insurer waives its right of subrogation  
19 against City, its boards and commissions, and their officials, employees  
20 and agents.

21 (b) Workers' Compensation insurance as required by the California  
22 Labor Code and employer's liability insurance in an amount not less than  
23 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
24 its right of subrogation against City, its boards and commissions, and their  
25 officials, employees and agents.

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

28 (d) Commercial automobile liability insurance (equivalent in scope

1 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
2 amount not less than \$500,000 combined single limit per accident.

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

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

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

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

26 F. Prior to the start of performance, Consultant shall deliver to  
27 City certificates of insurance and the endorsements for approval as to sufficiency  
28 and form. In addition, Consultant, shall, within thirty (30) days prior to expiration of

1 the insurance, furnish to City certificates of insurance and endorsements  
2 evidencing renewal of the insurance. City reserves the right to require complete  
3 certified copies of all policies of Consultant and Consultant's subconsultants and  
4 contractors, at any time. Consultant shall make available to City's Risk Manager  
5 or designee all books, records and other information relating to this insurance,  
6 during normal business hours.

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

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

17 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
18 contemplates the personal services of Consultant and Consultant's employees, and the  
19 parties acknowledge that a substantial inducement to City for entering this Agreement  
20 was and is the professional reputation and competence of Consultant and Consultant's  
21 employees. Consultant shall not assign its rights or delegate its duties under this  
22 Agreement, or any interest in this Agreement, or any portion of it, without the prior  
23 approval of City, except that Consultant may with the prior approval of the City Manager  
24 of City, assign any moneys due or to become due the Consultant under this Agreement.  
25 Any attempted assignment or delegation shall be void, and any assignee or delegate  
26 shall acquire no right or interest by reason of an attempted assignment or delegation.  
27 Furthermore, Consultant shall not subcontract any portion of its performance without the  
28 prior approval of the City Manager or designee, or substitute an approved subconsultant

1 or contractor without approval prior to the substitution. Nothing stated in this Section  
2 shall prevent Consultant from employing as many employees as Consultant deems  
3 necessary for performance of this Agreement.

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

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

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

25 10. TERMINATION. Either party shall have the right to terminate this  
26 Agreement for any reason or no reason at any time by giving thirty (30) calendar days  
27 prior notice to the other party. In the event of termination under this Section, City shall  
28 pay Consultant for services satisfactorily performed and costs incurred up to the effective

1 date of termination for which Consultant has not been previously paid. The procedures  
2 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
3 termination, Consultant shall deliver to City all Data developed or accumulated in the  
4 performance of this Agreement, whether in draft or final form, or in process. And,  
5 Consultant acknowledges and agrees that City's obligation to make final payment is  
6 conditioned on Consultant's delivery of the Data to the City.

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

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

22 13. ADDITIONAL COSTS AND REDESIGN.

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



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

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

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

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

21                   17.    INDEMNITY.

22                   A.     Consultant shall indemnify, protect and hold harmless City, its  
23 Boards, Commissions, and their officials, employees and agents ("Indemnified  
24 Parties"), from and against any and all liability, claims, demands, damage, loss,  
25 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
26 costs and expenses, including attorneys' fees, court costs, expert and witness  
27 fees, and other costs and fees of litigation, arising or alleged to have arisen, in  
28 whole or in part, out of or in connection with (1) Consultant's breach or failure to

1 comply with any of its obligations contained in this Agreement, or (2) negligent or  
2 willful acts, errors, omissions or misrepresentations committed by Consultant, its  
3 officers, employees, agents, subcontractors, or anyone under Consultant's control,  
4 in the performance of work or services under this Agreement (collectively "Claims"  
5 or individually "Claim").

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

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

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

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

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

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

6           20.    NONDISCRIMINATION.

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

17           B.    It is the policy of City to encourage the participation of  
18 Disadvantaged, Minority and Women-owned Business Enterprises in City's  
19 procurement process, and Consultant agrees to use its best efforts to carry out  
20 this policy in its use of subconsultants and contractors to the fullest extent  
21 consistent with the efficient performance of this Agreement. Consultant may rely  
22 on written representations by subconsultants and contractors regarding their  
23 status. Consultant shall report to City in May and in December or, in the case of  
24 short-term agreements, prior to invoicing for final payment, the names of all  
25 subconsultants and contractors hired by Consultant for this Project and information  
26 on whether or not they are a Disadvantaged, Minority or Women-Owned Business  
27 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.  
28 637).

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

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

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

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

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

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

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

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

9           23.    COPYRIGHTS AND PATENT RIGHTS.

10           A.    Consultant shall place the following copyright protection on all  
11 Data: © City of Long Beach, California \_\_\_\_\_, inserting the appropriate year.

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

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

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

1 from payments due under this Agreement or otherwise recover the full amount of the fee,  
2 commission, or other monies.

3           25. WAIVER. The acceptance of any services or the payment of any  
4 money by City shall not operate as a waiver of any provision of this Agreement or of any  
5 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
6 Agreement shall not constitute a waiver of any other or subsequent breach of this  
7 Agreement.

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

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

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

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

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

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

3 GILLIS & PANICHAPAN ARCHITECTS,  
4 INCORPORATED, a California corporation

5 AUGUST 8, 2011

By [Signature]  
6 President

JACK PANICHAPAN  
7 Type or Print Name

8 AUGUST 8, 2011

By [Signature]  
9 Secretary

JACK PANICHAPAN  
10 Type or Print Name

11 "Consultant"

12 CITY OF LONG BEACH, a municipal  
13 corporation

14 10.25, 2011

By [Signature] Assistant City Manager  
15 City Manager

16 "City"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

17 This Agreement is approved as to form on 8/29,  
18 2011.

19 ROBERT E. SHANNON, City Attorney

By [Signature]  
20 Deputy

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

# EXHIBIT “A”

## Scope of Work



## EXHIBIT "A"

SECRET

City of Long Beach – On-Call Consulting Services SOQ

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Our firm takes pride in providing the following services:

- **Programming & Review and Critique of Previously Developed Architectural Programs**  
*-We help city agencies with their needs assessments analysis and develop a solid program that initiates the physical building design process.*
- **3-d rendering services**  
*-We render buildings to convey to our clients and the surrounding community vivid 3-dimensional characteristics of the building from schematic design to design development.*
- **Project Administration & Management Services**  
*-We have a wealth of experience in communicating and directing with consultants and the team to ensure integrity remains in the function and intent of design throughout the process.*
- **Site Analysis and Feasibility Studies**  
*-Our site studies regard the community, codes, zoning, ease of circulation, urban infrastructure and transportation, and are often aligned with maximizing passive sustainable strategies.*
- **Conceptual/Schematic Studies**  
*-We work closely with the client developing ideas and the program to ensure that the design from beginning to end is an expression of the client's needs while enhancing connectivity within the surrounding community.*
- **Entitlement Processing**  
*-We have experience with CEQA and California Coastal Commission procedures, as well as local city planning procedures throughout Southern California. In every step of the way we are there to communicate both the client's needs to the community and communicate our sensitivity to community concerns to ensure an expedient entitlement.*
- **Site Development Planning**  
*-Our experience ranges designing master plans for complex city yard facilities, campuses for water districts, to smaller urban infill projects and projects that involve challenging topological conditions.*
- **Historic Preservation Planning, Review, and Design**  
*-Our principal has done has a rich experience with work on renovation of sensitive historical landmark buildings, and working with historical landmarks preservation committees.*
- **ADA Compliance Review and Planning**  
*Many of our projects have involved older existing building with often tight and complex conditions in which we resolve for ADA compliance.*
- **Seismic Retrofitting**  
*-We work with a trusted team of established structural engineers over many years. We are able to collaborate with them when necessary for seismic and complex structural analysis.*
- **Urban Design**  
*- We believe in respecting the location within the existing geography and enhancing local environmental conditions with all of our planning. We believe this is the essential root of urbanist principals that deal with community and connectivity*
- **Schedule Developing**  
*-We have a wealth of experience scheduling and phasing projects for design and construction, even for existing facilities, many which allow for continuous occupancy during construction.*
- **Construction Document Development, Specification Writing**  
*- Our office provides precise construction document work, often leading to minimal change orders, resulting in projects that most often on time and on budget.*

## EXHIBIT "A"

SERVICE OFFER... (continued)

*City of Long Beach – On-Call Consulting Services SOQ*

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- **Cost Estimating Services**  
*We can provide the client with good conceptual cost estimates based on our experience and history with working on a large range and variety of municipal project types. For in-depth cost analysis during design development, we work with an experienced team of cost estimators that can give specific construction costs to help us meet the budget during design.*
  
- **Contract Bidding and/or Negotiations Services, i.e. Change Orders, etc.**  
*During construction, there could be added value in spotting solutions that can improve the building and save costs which results in change orders. We be there to rectify the situation and clarify this with the client and the team to ensure the project remains on schedule and on budget.*
  
- **Construction Contract Administration**  
*In order to ensure quality, we are always retained for construction administration. We are there to verify that the building meets the design intent, quality, as well as code and energy issues.*
  
- **Move Management Services**  
*Our team has a lot of experience in regards to move management services. Many of our projects involve construction during occupancy where we have assisted the client temporarily relocate from one area to another.*
  
- **Sustainable Design and/or LEED Documentation Services**  
*Our standard practice is sustainable design. Our staff is LEED accredited and are experienced with helping your project attain LEED certification when necessary.*

# EXHIBIT “B”

Rates or Charges

# EXHIBIT "B"

## PROPOSAL

City of Long Beach – On-Call Consulting Services SOQ

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We propose to furnish the services based on the hourly billing rates listed below for your on-call consulting services. Often, through a process of negotiation, our billable staff rates and expenses accrued in required services are established up to a maximum fee. Below is a schedule of hourly billing rates.

We tailor our scope and subsequent fee proposals to accommodate the scope of work realizing that there is latitude in both parameters to be discussed during the contract negotiation.

### PROPOSED HOURLY BILLING RATES

Principal.....	175
Project Director.....	145
Project Architect.....	115
Job Captain.....	90
CAD Tech.....	75
Clerical.....	60

### CONSULTANTS

When additional consultants are needed, we will be the primary point of contact and the team leader. Our contract will include and convey all consultant fees and contracts as a subcategory of our fee and services.

### REIMBURSABLES

In our contract we often have a reimbursable allowance. This reimbursable allowance covers general printing fees and travel and expense. These items are "reimbursable" items and will be shown separately on our invoice. Government fees, delivery costs (such as United Parcel Service charges), and the costs of specialized prints/ reproductions are not included in our fee.

# EXHIBIT “C”

City’s Representative:

Asset Management Bureau Manager or  
Designee

# EXHIBIT “D”

Materials/Information Furnished: None