

AGREEMENT

34907

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3 THIS AGREEMENT is made and entered, in duplicate, as of February 23,  
4 2018 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 January 23, 2018, by and between HDR  
6 ENGINEERING, INC., a Nebraska corporation ("Consultant"), with a place of business at  
7 100 Oceangate, Suite 1120, Long Beach, California 90802, and the CITY OF LONG  
8 BEACH, a municipal corporation ("City").

9 WHEREAS, the City requires specialized services requiring unique skills to  
10 be performed in connection with on-call professional engineering and architectural services  
11 ("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 are  
14 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 for  
25 these services in the manner described below, not to exceed Five Hundred  
26 Thousand Dollars (\$500,000), at the rates or charges shown in Exhibit "B".

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

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

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

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

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

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

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

3 2. TERM. The term of this Agreement shall commence at midnight on  
4 March 1, 2018, and shall terminate at 11:59 p.m. on February 28, 2021, unless sooner  
5 terminated as provided in this Agreement, or unless the services or the Project is  
6 completed sooner. The term may be extended for two (2) additional one-year periods at  
7 the discretion of the City Manager.

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

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

1 b) City will not secure workers' compensation or pay unemployment insurance to, for or on  
2 Consultant's behalf, and c) City will not provide and Consultant is not entitled to any of the  
3 usual and customary rights, benefits or privileges of City employees. Consultant expressly  
4 warrants that neither Consultant nor any of Consultant's employees or agents shall  
5 represent themselves to be employees or agents 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 Section  
12 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
13 by A.M. Best Company the following insurance:

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

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

6                   iii.       Professional liability or errors and omissions insurance  
7                   in an amount not less than \$1,000,000 per claim.

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

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

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

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

1 commencing on the date this Agreement expires or is terminated.

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

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

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

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

24 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
25 contemplates the personal services of Consultant and Consultant's employees, and the  
26 parties acknowledge that a substantial inducement to City for entering this Agreement was  
27 and is the professional reputation and competence of Consultant and Consultant's  
28 employees. Consultant shall not assign its rights or delegate its duties under this

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

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

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

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

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

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

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

26           12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
27 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
28 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available



1 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
2 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
3 disclosed pursuant to subpoena or court order.

4 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

28 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,

1 constitutes the entire understanding between the parties and supersedes all other  
2 agreements, oral or written, with respect to the subject matter in this Agreement.

3 17. INDEMNITY.

4 A. Consultant shall indemnify, protect and hold harmless City, its  
5 Boards, Commissions, and their officials, employees and agents ("Indemnified  
6 Parties"), from and against any and all liability, claims, demands, damage, loss,  
7 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
8 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or  
9 in connection with (1) Consultant's breach or failure to comply with any of its  
10 obligations contained in this Agreement, or (2) negligent or willful acts, errors,  
11 omissions or misrepresentations committed by Consultant, its officers, employees,  
12 agents, subcontractors, or anyone under Consultant's control, in the performance  
13 of work or services under this Agreement (collectively "Claims" or individually  
14 "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 was  
25 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 shall  
5 be limited as provided in California Civil Code Section 2782.8, and shall apply only  
6 to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or  
7 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 employees  
18 are treated during their employment, without regard to these bases. These actions  
19 shall include, but not be limited to, the following: employment, upgrading, demotion  
20 or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay  
21 or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

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

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

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

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

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

27 E. If the City determines that the Consultant has set up or used its  
28 contracting entity for the purpose of evading the intent of the EBO, the City may

1 terminate the Agreement on behalf of the City. Violation of this provision may be  
2 used as evidence against the Consultant in actions taken pursuant to the provisions  
3 of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

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

11 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

25 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
26 that Consultant has not employed or retained any entity or person to solicit or obtain this  
27 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,  
28 commission, or other monies based on or from the award of this Agreement. If Consultant

1 breaches this warranty, City shall have the right to terminate this Agreement immediately  
2 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
3 due under this Agreement or otherwise recover the full amount of the fee, commission, or  
4 other monies.

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

10           25. CONTINUATION. Termination or expiration of this Agreement shall  
11 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
12 17, 19, 22, and 28 prior to termination or expiration of this Agreement.

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

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

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

28           29. THIRD PARTY BENEFICIARY. This Agreement is not intended or

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

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

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

5 HDR ENGINEERING, INC., a Nebraska  
6 corporation

7 March 14, 2018 By [Signature]  
8 Name AARON MELLORE  
9 Title VICE PRESIDENT

10 \_\_\_\_\_, 2018 By \_\_\_\_\_  
11 Name \_\_\_\_\_  
12 Title \_\_\_\_\_

“Consultant”

13 CITY OF LONG BEACH, a municipal  
14 corporation  
15 3/25, 2018 By [Signature]  
16 City Manager

“City”

17 This Agreement is approved as to form on March 20, 2018.

18  
19 CHARLES PARKIN, City Attorney  
20 By [Signature]  
21 Deputy

22  
23  
24  
25  
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27  
28

**EXHIBIT A**  
**SCOPE OF WORK**



## SCOPE OF SERVICES

### RFQ PW17-085 On Call Professional Engineering and Architectural Services

#### **3.1 GENERAL**

The City will appoint designated Consultants to provide contract support services under the direction of the City's Director of Public Works, City Engineer, or Assistant City Engineer.

#### **3.2 ADMINISTRATIVE DUTIES**

##### 3.2.1 Reports and Presentations

When directed, prepare written reports, and attend meetings and present information to the City Council, its appointed commissions, other public agencies, and the community.

##### 3.2.2 Meeting Attendance

Attend meetings with City staff, public officials, community leaders, developers, contractors, and the general public.

##### 3.2.3 Monthly Progress Reports

Progress reports shall include accomplished tasks for the month, anticipated progress for the next month, pending issues, action items, and schedule completion target dates. Progress report format will be consistent with Caltrans process report requirements.

##### 3.2.4 Project Development Team (PDT) Meetings

Project management includes the process of coordinating people and other resources to carry out the Project and ensure that all the component objectives are being met by monitoring and taking corrective action as necessary.

Monthly PDT meetings are to be held between the project team and the Consultant (and any subconsultants, as needed) to discuss the work progress, potential problems, plans for the next period and any other issues. Each meeting will also include a four-week look-ahead schedule and discussion, along with action item lists and decision logs.

The dates and times for the meetings will be established by the Consultant and the project team. An agenda and any other materials for these meetings will be provided by Consultant a minimum of three (3) calendar days before each meeting.

Consultant will prepare meeting minutes and submit for review and comment within seven (7) calendar days of the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve those issues.

## **SCOPE OF SERVICES**

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#### **3.2.5 Stakeholders/Agency Coordination**

Achieving success on a project of this nature is heavily dependent on encouraging key stakeholders – both internal and external, including senior management staff – to become project advocates. Extensive coordination and meetings to be arranged by City staff will be required with the City of Long Beach Public Works Department (Department), other City departments, and the project stakeholders.

Consultant will be responsible for obtaining all necessary permits, from all agencies and City departments, to complete the Project. The agencies include, but are not limited to, the following:

- City of Long Beach, Public Works Department
- City of Long Beach, Parks, Recreation, and Marine Department
- City of Long Beach, Harbor Department
- City of Long Beach, Development Services Department
- County of Los Angeles, Department of Public Works
- County of Los Angeles, Flood Control
- City of Signal Hill
- California Regional Water Quality Control Board
- California Department of Transportation (Caltrans)
- State of California (for CEQA compliance)
- California Coastal Commission
- US Army Corps of Engineers
- San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC)

Additionally, Consultant shall coordinate with other projects in the area, including but not limited to:

- Caltrans - I-710 Widening
- City of Long Beach - Shoemaker Bridge Reconstruction
- City of Long Beach - Drake Park Improvements
- Port of Long Beach - Pier B Upgrades

### **3.3 FINAL DESIGN (30% TO 100%) & BID DOCUMENTS**

#### **3.3.1 Data Collection and Field Review**

Consultant shall assemble and review available information pertaining to the Project, which may include researching City documents. A preliminary field reconnaissance shall also be conducted.

## **SCOPE OF SERVICES**

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#### **3.3.2 Utility Investigation**

Consultant shall review existing utility information available from the City and contact utility owners to verify facilities located in the project area. This information shall be displayed on the plan sheets, and will be used to determine significant impacts to facilities and the cost estimates associated with those impacts. Consultant shall send copies of the preliminary and final plans showing known utilities to the utility owners to request verification of existing facilities. The Request for Information (RFI) to be conducted by successful Consultant will include proposed future improvements planned by the utility owners in the project area. Information received from the utility owners will be used to update the plan sheets and cost estimates for utility relocations/adjustments required to construct the LB-MUST Facility.

#### **3.3.3 Plans, Specifications, and Estimates**

Consultant will be responsible for the work to be performed based on the procedure guidelines, standards, and the code for the applicable project location contained in the current edition of the publications listed below (but not limited to):

- City of Long Beach Standard Plans
- Standard Plan for Public Works Construction
- LA County Standard Plans
- Caltrans Standard Plans
- Standard Specifications for Public Works Construction
- Caltrans Specifications
- Stormwater Quality Handbook (Caltrans)
- Local Assistance Procedures Manual (Caltrans)

Additionally, all designs shall meet the regulation requirements of the following:

- Los Angeles Flood Control District
- US Army Corps of Engineers
- Regional Water Quality Control Board (RWQCB)

Consultant shall prepare the necessary calculations and plans for a competent set of construction bid documents, which shall be submitted for review at 60%, 90% and 100% of completion. After the City has approved plans at 100%, Consultant shall provide electronic and hard copies of all calculations and notes generated for the Project, original signed and sealed hardcopy of the construction plans, digital files (in .cadd as well as .pdf format) of the construction plans, and utility response files.

Consultant shall also prepare the technical specifications and engineer's cost estimates. The City will furnish specific front-end documents as indicated in the list

## SCOPE OF SERVICES

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below:

#### 3.3.4 Permits

Consultant shall assist the City in obtaining the permits vital to construction of the Project. Consultant shall meet as necessary with the appropriate entities that issue the permits and complete any required forms. The cost of permits will be covered by the City.

#### **3.4 CONSTRUCTION BIDDING SERVICES**

Consultant shall assist the City's project manager at the project manager's direction with the following:

- Preparation of bid documents
- Attendance at mandatory pre-bid meetings
- Assistance in responding to bid-phase questions
- Assistance in preparing addenda

#### **3.5 CONSTRUCTION SUPPORT SERVICES**

Consultant shall provide the following various types of construction support services, which shall include, but is not limited to:

- Attending the pre-construction conference;
- Participating in team-building sessions with the City, construction contractor, and other tenants;
- Attending weekly meetings with contractors and City staff on an as-needed basis;
- Coordinating/attending meetings with other City departments or outside agencies, as deemed necessary;
- Conducting Structural Observations as requested or required by the City;
- Preparing quantity calculations;
- Assisting the City with interpreting contract documents and in resolving disputes or uncertainties;
- Reviewing and responding to shop drawings, submittals, RFIs, etc. as requested or required by the City;
- Operational testing and startup assistance;
- Recommending final approvals to the City;
- Completing final "As-Built" construction drawings (red-line drawings) to be submitted to the Assistant City Engineer and archived for final record drawings;
- Preparing all documentation for storage; and
- Scanning, digitizing, and organizing all digital media related documents as deemed by the Assistant City Engineer.

**EXHIBIT B**  
**RATE SHEET**



**HDR ENGINEERING, INC.**  
**Southern California Operations**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**RFQ PW17-085**

**On-Call Professional Engineering and Architecture Services for LB-MUST Project**  
**January 1, 2018 to December 31, 2021**

<b>ENGINEERING/ARCHITECTURE</b>	<b>RATE (\$/HR)</b>
Sr. Company Officer/Principal in Charge	\$360
Sr. Engineer/Architect Manager	\$300
Engineering/Architect Manager	\$280
Sr. Project Manager	\$250
Project Manager	\$220
Sr. Project Engineer/Architect	\$200
GIS Specialist	\$180
Project Engineer/Architect 3	\$180
Project Engineer/Architect 2	\$165
Project Engineer /Architect 1	\$150
Staff Engineer/Architect 2	\$130
Staff Engineer/Architect 1	\$100
Engineering/Architect Intern	\$60
<b>CADD/BIM</b>	
Principal Designer	\$200
Senior Designer	\$160
Designer	\$140
Assistant Designer	\$120
<b>ADMINISTRATIVE</b>	
Senior Project Accountant	\$165
Project Accountant	\$140
Administrative Supervisor	\$160
Project Coordinator	\$90
Communications Coordinator	\$150
Administrative Assistant	\$90
Document Production Specialist	\$120

No mileage, transportation charges or per diem allowed.  
Pre-approved reimbursable items charged at cost.  
Sub-consultants billed at cost.  
Rates can only be changed by amendment.  
Pre-approved overtime will be charged at time and a half.

# EXHIBIT “C”

City’s Representative:

Alvin Papa, Assistant City Engineer

(562) 570-6386

## EXHIBIT D

### CITY FURNISHED SERVICES

The City will furnish to Consultant all the available records, master plan studies and reports, and any other available information that may be helpful to the Consultant in the performance of its assigned projects or assignments. Additionally, the City will provide:

1. Project management through an assigned Project Manager (PM) as designated by the City Engineer. The City's PM will act as the project focal point.
2. Or otherwise make available upon request, reports, drawings, documents, GIS land base maps, records and other data deemed useful for project development.



# EXHIBIT “E”

Consultant’s Key Employee:  
Mark H. Seits, Vice President  
(858) 204-6140