

1 AGREEMENT

2 **33753**

3 THIS AGREEMENT is made and entered, in duplicate, as of December 4,  
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 PLACEWORKS, INC., a California corporation, with a place of business at 3 MacArthur  
7 Place, Suite 1100, Santa Ana, California 92707 ("Consultant"), 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 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 Four Hundred  
25 Thousand Dollars (\$400,000), at the rates or charges shown in Exhibit "B".

26 B. The City's obligation to pay the sum stated above for any one  
27 fiscal year shall be contingent upon the City Council of the City appropriating the  
28 necessary funds for such payment by the City in each fiscal year during the term

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

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

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

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

27 F. CAUTION: Consultant shall not begin work until this  
28 Agreement has been signed by both parties and until Consultant's evidence of

1 insurance has been delivered to and approved by the City.

2 2. TERM. The term of this Agreement shall commence at midnight on  
3 January 1, 2015, and shall terminate at 11:59 p.m. on December 31, 2016, unless sooner  
4 terminated as provided in this Agreement, or unless the services or the Project is  
5 completed sooner.

6 3. COORDINATION AND ORGANIZATION.

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

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

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

1 of City employees. Consultant expressly warrants that neither Consultant nor any of  
2 Consultant's employees or agents shall represent themselves to be employees or agents  
3 of City.

4 5. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

20 H. The procuring or existence of insurance shall not be  
21 construed or deemed as a limitation on liability relating to Consultant's  
22 performance or as full performance of or compliance with the indemnification  
23 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  
27 was 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  
2 approval of City, except that Consultant may with the prior approval of the City Manager  
3 of City, assign any moneys due or to become due the Consultant under this Agreement.  
4 Any attempted assignment or delegation shall be void, and any assignee or delegate  
5 shall 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  
9 shall prevent Consultant from employing as many employees as Consultant deems  
10 necessary for performance of this Agreement.

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

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

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

1 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that  
2 Data shall not be made available to any person or entity for use without the prior approval  
3 of City. This warranty shall survive termination of this Agreement for five (5) years.

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

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

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



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13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

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

17. INDEMNITY.

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

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

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

27           D.     To the extent this Agreement is a professional service  
28    agreement for work or services performed by a design professional (architect,

1 landscape architect, professional engineer or professional land surveyor), the  
2 provisions of this Section regarding Consultant's duty to defend and indemnify  
3 shall be limited as provided in California Civil Code Section 2782.8, and shall  
4 apply only to Claims that arise out of, pertain to, or relate to the negligence,  
5 recklessness, or willful misconduct of the Consultant.

6 E. The provisions of this Section shall survive the expiration or  
7 termination of this Agreement.

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

10 19. NONDISCRIMINATION.

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

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

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

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  
12 place of business available to employees and applicants for employment:

13 "During the performance of a contract with the City of Long Beach,  
14 the 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  
22 or to become due under the Agreement may be retained by the City. The City  
23 may 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  
28 its 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  
3 provisions of Long Beach Municipal Code section 2.93 et seq., Contractor  
4 Responsibility.

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

13 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

27 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
28 that Consultant has not employed or retained any entity or person to solicit or obtain this

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

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

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

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

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

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

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

1 books, records, accounts, and other documents of Consultant relating to this Agreement.  
2 29. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
3 designed to or entered for the purpose of creating any benefit or right for any person or  
4 entity of any kind that is not a party to this Agreement.

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

7 PLACEWORKS, INC., a California  
8 corporation

9 \_\_\_\_\_, 20

By Karen Gulley  
Name Karen Gulley  
Title Principal

11 \_\_\_\_\_, 20

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

13 "Consultant"

14 CITY OF LONG BEACH, a municipal  
15 corporation Assistant City Manager

16 February 20, 2015

By T.B.M.  
City Manager

PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

18 "City"

19 This Agreement is approved as to form on 1/22

20 2015.

21 CHARLES PARKIN, City Attorney

22 By [Signature]  
23 Deputy

24  
25  
26  
27  
28



**PlaceWorks  
Signature Authority  
Board Approved December 19, 2012**

DOCUMENT / ACTION	AUTHORIZED TO EXECUTE
Contracts under \$100,000 (inc. Subs)	C, P, or AP
Contracts over \$100,000 (inc. Subs)	C or P
Proposals	C, P, or AP
Overtime Requests	C, P, or AP
Time-Off Requests	HR + C, P, or AP
Expense Reimbursement	HR
Hiring of Executive Staff	C
Hiring of Non-Executive Staff	C or P
Terminations	C
Merit Increases	C
Employee Benefit Contracts	C
Purchases Under \$1,000	C, P, IT or HR
Purchases Over \$1,000	C
Facility Lease Agreements	C
Equipment Rental/Lease Agreements	C
Checks	C or HR (second signature required over \$10,000)
Bank Loans	C
Merger/Acquisition Agreements	C
Litigation Agreements	C
Tax Returns	C
Personal Guaranties	C
Stock Transactions	C
Official Corporate Documents	C or S

Note: C=CEO, Chairman, or President; P=Principal; AP=Associate Principal; S=Corporate Secretary; IT=Chief Information Officer; HR=Human Resources Manager; PM=Project Manager

X   
 Keith McCann, CEO





# EXHIBIT "A"

## Scope of Work



City of Long Beach  
Purchasing Division  
333 West Ocean Boulevard, 7<sup>th</sup> Floor  
Long Beach, CA 90802

## 1. OVERVIEW OF PROJECT

The City of Long Beach, Department of Development Services, desires to engage the services of one or more professional planning consulting firms to assist in the preparation of specific plans, special studies, updates to the Zoning code, peer review of development proposal, and other similar tasks. The City invites consulting firms experienced in planning consulting to submit qualifications and fee proposals.

## 2. ACRONYMS/DEFINITIONS

For purposes of this RFP, the following acronyms/definitions will be used:

<b>Awarded Consultant</b>	The organization/individual that is awarded and has an approved contract with the City of Long Beach, California for the services identified in this RFP.
<b>City</b>	The City of Long Beach and any department or agency identified herein.
<b>Consultant</b>	Organization/individual submitting a proposal in response to this RFP.
<b>Department / Division</b>	City of Long Beach, Department of Development Services
<b>Evaluation Committee</b>	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, score the proposals, and select a Consultant.
<b>May</b>	Indicates something that is not mandatory but permissible.
<b>RFP</b>	Request for Proposals.
<b>Shall / Must</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b>Should</b>	Indicates something that is recommended but not mandatory. If the Consultant fails to provide recommended information, the City may, at its sole option, ask the Consultant to provide the information or evaluate the proposal without the information.
<b>Subcontractor</b>	Third party not directly employed by the Consultant who will provide services identified in this RFP.



City of Long Beach  
Purchasing Division  
333 West Ocean Boulevard, 7<sup>th</sup> Floor  
Long Beach, CA 90802

### **3. SCOPE OF PROJECT**

The City of Long Beach (City), Department of Development Services (Development Services), is seeking proposals from qualified consulting firms to assist with specialized planning services, including specific plans, special studies, peer reviews, Zoning code updates and other similar tasks. The City may incorporate a form-based code as part of its future development strategy and additional consideration will be given to firms which have form-based code experience.

The selected consulting firm(s) will be placed on an on-call list and will enter into a contract for a period of twenty-four (24) months with two annual renewal options at the discretion of the City. The contract terms will not exceed forty-eight (48) months. The selected consulting firms will be expected to follow procedures as required by the City and its municipal code and by State law, as applicable, for the development and preparation of planning documents. In addition, the firms will be expected to coordinate and participate in the public review process with Development Services including, but not limited to, public outreach and community meetings with business and neighborhood groups and community stakeholders, study sessions, and public hearings before the Planning Commission and City Council.

Selected consulting firms may be required to provide a range of services similar, but not limited to, the services described in this section. The on-call list may be utilized by the Planning, Housing and Community Improvement, and Neighborhood Services Bureaus in the Department of Development Services. Submitted proposals should focus on and identify recently completed and current or on-going assignments related to planning services and client references for those assignments.

Development Services will use consultants from the on-call list in ways best suited to each individual project. In some instances, Development Services will select an on-call consultant directly from the on-call list and in other instances Development Services may request bids from multiple consultants on the on-call list prior to awarding a project.

# EXHIBIT "B"

Rates or Charges

# Cost (Section 10 of RFP)

## STANDARD FEE SCHEDULE (10.1)

### PlaceWorks - 2014 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$180-\$250
Associate Principal	\$160-\$190
Senior Associate/Senior Scientist	\$130-\$170
Associate/Scientist	\$100-\$140
Project Planner/Project Scientist	\$80-\$110
Planner/Assistant Scientist	\$70-\$90
Graphics Specialist	\$65-\$90
Clerical/Word Processing	\$40-\$105
Intern	\$50-\$70

Subconsultants are billed at cost plus 10%.

## GUARANTEE (10.2)

We understand that the City does not warrant or guarantee that the total contract amount will be reached or that any specific amount of work will be authorized during the term of the contract.

# EXHIBIT “C”

City’s Representative:

Director of Development Services or Designee

# EXHIBIT "D"

Materials/Information Furnished: None