

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

AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of July 1, 2015 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on June 2, 2015, by and between KARDENT, a California corporation ("Consultant"), with a place of business at 11 Golden Shore, Suite #540, Long Beach, California 90802, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires specialized services requiring unique skills to be performed in connection with as-needed architectural services ("Project"); and

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

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

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Four Hundred Thousand Dollars (\$400,000), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Agreement. For the purposes of this Section, a fiscal year commences on

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

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

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

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

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

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1 2. TERM. The term of this Agreement shall commence at midnight on
2 July 20, 2015, and shall terminate at 11:59 p.m. on July 19, 2017, unless sooner terminated
3 as provided in this Agreement, or unless the services or the Project is completed sooner.
4 The Parties have the option to extend the term for three (3) additional one-year periods.

5 3. COORDINATION AND ORGANIZATION.

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

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

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

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1 represent themselves to be employees or agents of City.

2 5. INSURANCE.

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

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

25 (b) Workers' Compensation insurance as required by the California
26 Labor Code and employer's liability insurance in an amount not less than
27 \$1,000,000. This policy shall be endorsed to state that the insurer waives
28 its right of subrogation against City, its boards and commissions, and their

1 officials, employees and agents.

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

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

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

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

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

26 E. Consultant shall require that all subconsultants or contractors
27 which Consultant uses in the performance of these services maintain insurance in
28 compliance with this Section unless otherwise agreed in writing by City's Risk

1 Manager or designee.

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

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

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

20 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
21 contemplates the personal services of Consultant and Consultant's employees, and the
22 parties acknowledge that a substantial inducement to City for entering this Agreement was
23 and is the professional reputation and competence of Consultant and Consultant's
24 employees. Consultant shall not assign its rights or delegate its duties under this
25 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
26 of City, except that Consultant may with the prior approval of the City Manager of City,
27 assign any moneys due or to become due the Consultant under this Agreement. Any
28 attempted assignment or delegation shall be void, and any assignee or delegate shall

1 acquire no right or interest by reason of an attempted assignment or delegation.
2 Furthermore, Consultant shall not subcontract any portion of its performance without the
3 prior approval of the City Manager or designee, or substitute an approved subconsultant
4 or contractor without approval prior to the substitution. Nothing stated in this Section shall
5 prevent Consultant from employing as many employees as Consultant deems necessary
6 for performance of this Agreement.

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

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

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

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

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

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

25 13. ADDITIONAL COSTS AND REDESIGN.
26 A. Any costs incurred by the City due to Consultant's failure to
27 meet the standards required by the scope of work or Consultant's failure to perform
28 fully the tasks described in the scope of work which, in either case, causes the City

1 to request that Consultant perform again all or part of the Scope of Work shall be at
2 the sole cost of Consultant and City shall not pay any additional compensation to
3 Consultant for its re-performance.

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

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

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

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

24 17. INDEMNITY.

25 A. Consultant shall indemnify, protect and hold harmless City, its
26 Boards, Commissions, and their officials, employees and agents ("Indemnified
27 Parties"), from and against any and all liability, claims, demands, damage, loss,
28 obligations, causes of action, proceedings, awards, fines, judgments, penalties,

1 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
2 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
3 in part, out of or in connection with (1) Consultant's breach or failure to comply with
4 any of its obligations contained in this Agreement, or (2) negligent or willful acts,
5 errors, omissions or misrepresentations committed by Consultant, its officers,
6 employees, agents, subcontractors, or anyone under Consultant's control, in the
7 performance of work or services under this Agreement (collectively "Claims" or
8 individually "Claim").

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

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

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

1 willful misconduct of the Consultant.

2 E. The provisions of this Section shall survive the expiration or
3 termination of this Agreement.

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

6 19. 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 employees
12 are treated during their employment, without regard to these bases. These actions
13 shall include, but not be limited to, the following: employment, upgrading, demotion
14 or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay
15 or other forms of compensation, and selection for training, including apprenticeship.

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

27 20. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
28 accordance with the provisions of the Ordinance, this Agreement is subject to the

1 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
2 Long Beach Municipal Code, as amended from time to time.

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

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

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

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

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

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

26 21. NOTICES. Any notice or approval required by this Agreement shall
27 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
28 postage prepaid, addressed to Consultant at the address first stated above, and to the City

1 at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a
2 copy to the City Engineer at the same address. Notice of change of address shall be given
3 in the same manner as stated for other notices. Notice shall be deemed given on the date
4 deposited in the mail or on the date personal delivery is made, whichever occurs first.

5 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

27 24. WAIVER. The acceptance of any services or the payment of any
28 money by City shall not operate as a waiver of any provision of this Agreement or of any

1 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
2 Agreement shall not constitute a waiver of any other or subsequent breach of this
3 Agreement.

4 25. CONTINUATION. Termination or expiration of this Agreement shall
5 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
6 17, 19, 22, and 28 prior to termination or expiration of this Agreement.

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

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

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

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

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

KARDENT, a California corporation

July 19, 2015

By [Signature]
Name RICHARD DILDAY
Title PRESIDENT

July 14, 2015

By [Signature]
Name JODI KURF
Title VICE PRESIDENT

"Consultant"

CITY OF LONG BEACH, a municipal corporation

7/27, 2015

By [Signature]
City Manager

"City"

This Agreement is approved as to form on 7/17, 2015.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

Exhibit A

Scope of Work



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Appendix A

Scope of Services

A. BASIC SERVICES

1.0 OVERALL ARCHITECTURAL DESIGN SERVICES

- a) Prepare a Quality Assurance/Quality Control (QA/QC) Plan prior to initiating any project with the City of Long Beach. The QA/QC Plan shall be made available to any Project Manager upon request, and must be updated regularly.
- b) Review and apply City documentation standards for drawings and specifications.
- c) Prepare drawings, specifications, and cost estimates (PS&E's).
- d) Prepare conceptual schematic design studies and reports to the LEED certification standards (if any) directed by the City, consisting of but not necessarily limited to:
 - I. Site and Building Plans
 - II. Elevations and Building Sections
 - III. Primary Material & Color Recommendations
 - IV. Schematic Design Report
- e) Prepare design schedule in Microsoft Project Format.
- f) Prepare Architectural and coordinate the preparation of Landscaping & Engineering Design Development drawings and 30% Construction Documents (including interior design and furniture selection) consisting of but not necessarily limited to:
 - I. Drawing index
 - II. Site and Building Plans
 - III. Elevations and Building Sections
 - IV. Design Details
 - V. Primary Material & Color Selections
- g) Preliminary furniture selections
- h) Prepare Architectural and coordinate the preparation of Landscaping and Engineering 60% Construction Documents (including interior design and furniture selection) consisting of but not necessarily limited to:
 - I. Cover Sheet, General Notes & Legends, Conditions of Approval
 - II. Site and Building Plans
 - III. Elevations and Building Sections
 - IV. Details
 - V. Fixture & Equipment Schedules
 - VI. Landscaping & Irrigation
 - VII. Technical Specifications in the latest Construction Specifications Institute (CSI) or Greenbook Format as designated by the City of Long Beach.
- i) Prepare Architectural and coordinate the preparation of Landscaping and Engineering 90% Plan Check and Construction Drawings and Specifications (including interior design, furniture, finishes & equipment selection and integration of security and security system requirements in conjunction with the City Technology Services Department); Applications



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Purchasing Division
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and all other necessary professional instruments and certifications. Plan check fees will be paid by the City.

- j) Prepare Architectural and coordinate the preparation of Landscaping and Engineering 100% Bid and Construction Drawings and Specifications (including interior design and furniture selection).
- k) Prepare all necessary documentation for the designated LEED certification.
- l) Prepare plan check corrections and resubmissions in a timely manner for review by City of Long Beach Planning and Building Departments and other agencies having jurisdiction
- m) Meet and coordinate with City representatives and other consultants for design reviews and approvals during the above phases.
- n) Prepare construction cost estimates for each design phase. For example, cost estimates at the 30% phase shall be accurate to within 15-25%; 60% phase to 10-15%; and 90% cost estimates shall be your best effort to achieve accuracy within 5% of the anticipated lowest qualified public bid.
- o) Provide stamped and signed plan originals (mylars), calculations, and specifications by appropriately licensed California architects and engineers.

1.1 Construction Bidding Services

Assist the City's project manager at the project manager's specific direction with the following:

- a) Preparation of bid documents.
- b) Attendance at mandatory pre-bid meetings.
- c) Assist in responding to bid phase questions.
- d) Assist in preparing addenda items.

1.2 Services During Construction

Assist the City's project manager at the project manager's specific direction with the following:

- a) Attend construction meetings
- b) Review contractor material submittals and shop drawings
- c) Conduct construction observation site visits
- d) Assist in responding to contractor Requests For Information in a timely fashion
- e) Prepare drawing and specification field revisions
- f) Review Contract Change Order and Payment requests
- g) Prepare as-built drawings
- h) Conduct punch list inspections
- i) Review or issue Certificate of Practical Completion
- j) Assist City with warranty-related work or other construction deficiencies.

1.3 Additional and optional types of services

Additional Architectural Services may also include:

- a) Improvement of existing facilities.
- b) Accessibility improvements.
- c) Interior building design including tenant improvements, furniture, finishes and equipment selection.



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

- d) Interior and exterior facility signage designs including wayfinding and ADA signage.
- e) Architectural Facility Assessments including site's ability to accommodate the improvements
- f) Integration of security and security system requirements
- g) LEED certified designs as per the U.S. Green Building Council.
- h) Maintenance and training program consultation
- i) Post occupancy evaluations
- j) Maintenance and training program consultation
- k) Post occupancy evaluations

2.0 OVERALL LANDSCAPE ARCHITECTURE DESIGN SERVICES

N/A

3.0 SUSTAINABLE DESIGN REQUIREMENTS

- a) Sustainable Design Principles
 - I. Approach to Green building design

Projects shall be designed and constructed using the highest available design quality and integration of all sustainable features and principles within the overall conceptual and formal architectural design (within practical funding constraints) and an integrated team approach to provide facilities that:

- Make appropriate use of the land
- Use water, energy, material, and other resources efficiently
- Enhance human health
- Conserve plants and natural habitats
- Protect cultural resources
- Be nice to occupy
- Be economical to build and operate

II. Sustainable Project Objectives

While various types of environmentally sound innovative building projects may be proposed, we are particularly interested in technologies that address the following general areas:

- Ecological site design; on-site erosion control, storm water management, etc.
- Transportation: promoting bicycle, pedestrian, and transit use
- Waste reduction: building reuse, job site recycling, and efficient use of materials
- Energy efficiency: optimal energy performance, efficient thermal envelopes, efficient space and water heating, lighting controls and monitoring, etc.
- Renewable energy: Photovoltaic, etc.
- Water efficiency



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Purchasing Division
333 W Ocean Blvd/7th Floor
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- Materials and resources
- Indoor environmental quality
- Operations and maintenance

III. Required expertise shall include but are not limited to:

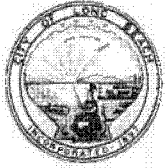
- Life cycle cost analyses and assessments
- Recycled content and sustainable building product selection, specification, and procurement
- Waste reduction strategies, such as construction and demolition waste management plans, deconstruction plans, storage and collection of recyclables, and other reuse opportunities
- Use of the USGBC LEED Building Rating System
- Use of creative financing for green buildings and facilities
- Green operating and maintenance plans
- Commissioning a green building
- Energy modeling and analysis
- Monitoring and tracking of final projects once they are operational

IV. Familiarity with the USGBC LEED™ Green Building Rating System.

The architect team shall be thoroughly familiar and experienced with the latest LEED™ Green Building Rating System Product Portfolios for new construction, LEED for Existing Buildings, and LEED for Core and Shell as well as the entire USGBC LEED certification process. This shall include all areas of planning, design, construction, LEED registration, credit interpretation rulings, project LEED applications, appeals, fees, and final rulings. The firm team shall also be familiar with the role and importance of project commissioning and of the commissioning agent throughout the entire design and construction process for a minimum of LEED silver certification.

b) Typical Sustainable Architect's Project Scope of a green project may include but is not limited to:

- Project vision articulation
- Site and resource analysis
- Schematic (or concept) design
- Design development
- Project registration with USGBC
- Construction documents, including the plans, specifications, and construction cost estimates.
- Project permit acquisitions including any and all required Planning and Building Bureau plan checks and clearances.
- Assistance in the public bid process



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- Design services during construction
- Project application(s) for LEED certification
- Final construction punch walk
- Project close-out including final building commissioning

4.0 Facility Mechanical Engineering Services design coordination include, but are not limited to:

- a) Heating and ventilation plans, specifications, calculations, forms, notes and cut sheets including equipment schedules, capacities, design criteria, control diagrams, duct sizes, hangers, insulation, and duct connections. Heating is required for the classroom only.
- b) Plumbing plans including all pipes and piping materials, plumbing equipment and fixtures, riser diagrams for waste and vent, cold and hot water piping, gas piping plans, regulator, backflow prevention devices, gas earthquake shut-off valves, water meter, plumbing hydraulic calculations, etc.
- d) Hydraulic calculations showing all piping materials, sizes and devices,
- e) Waste system documentation
- f) Building storm drain roof runoff designs
- g) Mechanical feasibility studies.

5.0 Facility Electrical Engineering Services design coordination include but are not limited to:

- a) Electrical photometric plans for facility and area lighting designs.
- b) Calculation of electrical loads, including coordination for coincidental and non-coincidental loads, load shedding, short circuit calculations, and voltage drop calculations
- c) Electrical site layout plans including wiring and grounding systems layouts, details, and properly sizing of wiring for current carrying and ground wiring
- d) Single line electrical diagrams
- e) Sound and signal system designs including security system requirements
- f) Electrical feasibility studies for facilities as needed

6.0 Facility Structural Engineering Services design coordination include but are not limited to:

- a) Review Geotechnical report
- b) Plans, elevations, sections and details for facility and area foundation and framing designs
- c) Structural notes and calculations

7.0 Facility Civil Engineering Services design coordination include but are not limited to:

- a) Review survey
- b) Site control, grading and utility plans, sections and details
- c) Storm drainage and sanitary sewerage system documentation
- d) Erosion control recommendations



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8.0 Facility Geotechnical Engineering Services design coordination include but are not limited to:

- a) Geotechnical report
- b) Advisory services during preparation of the construction documents and construction of the foundation

9.0 Other Professional Services include but are not limited to:

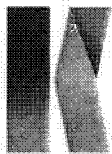
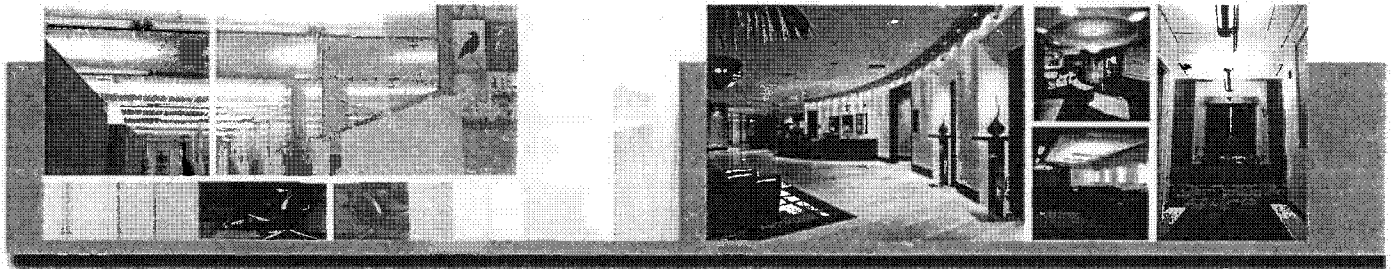
- a) Design project management
- b) Construction cost estimates at all design phases
- c) Design services during construction including attending construction meetings, and assisting with reviews of material submittals and shop drawings, responding to contractor's requests for information, and preparing field revisions at the direction of the City's project manager.
- d) Coordinating the plan check process with Long Beach Planning Bureau and Building Bureau, Public Works, and any other authorities having jurisdiction.

Exhibit B

Rates or Charges



COST PROPOSAL
Revised June 23, 2015



KARDENT
Design, Planning & Management

11 Golden Shore, Suite 540
Long Beach, CA 90802
Phone: 562-436-9900
Fax: 562-436-9905
Website: www.KardentDesign.com



Hourly Rate Schedules

Kardent Design Planning and Management

Insight Structural Engineering

Waber Civil Engineering

P2S Engineers

Geocon Geotechnical Engineers



2015 HOURLY RATES

PRINCIPAL	198.00
ARCHITECT	200.00
SR. PROJECT MANAGER	165.00
PROJECT MANAGER I	145.00
PROJECT MANAGER II	140.00
CONSTRUCTION MANAGER	140.00
SR. DESIGNER	110.00
SR. TECHNICAL STAFF	115.00
TECHNICAL STAFF	80.00
DESIGNER	95.00
JR. DESIGNER	65.00
ADMINISTRATION	65.00



2015 Hourly Rates*

Principal.....	\$205
Associate / Senior Project Manager.....	\$179
Project Manager.....	\$158
Project Engineer.....	\$142
Design Engineer.....	\$131
Structural Designer.....	\$116
CAD Specialist.....	\$110
Structural Intern.....	\$89
Administration / Clerical.....	\$89

* These hourly rates are effective until December 31, 2015 and may be subject to change.



STANDARD CHARGE RATE SCHEDULE

Billing Rates as of June 2015

Principal	\$190/hour
Project Manager.....	\$150/hour
Project Engineer	\$135/hour
Planner	\$100/hour
CAD Technician	\$95/hour
Survey Manager.....	\$140/hour
1-Man Survey Party	\$120/hour
2-Man Survey Party	\$180/hour
3-Man Survey Party	\$220/hour
Reimbursables.....	at cost
Mileage	\$.58/mile



P2S ENGINEERING, INC.
RATE SCHEDULE FOR ENGINEERING SERVICES
ON A TIME AND EXPENSE BASIS

<u>Category</u>	<u>Rate</u>
PRINCIPAL ENGINEER	\$250
ENGINEER GRADE 05	\$222
ENGINEER GRADE 04	\$216
ENGINEER GRADE 03	\$185
ENGINEER GRADE 02	\$171
ENGINEER GRADE 01	\$151
DESIGN ENGINEER GRADE 05	\$185
DESIGN ENGINEER GRADE 04	\$171
DESIGN ENGINEER GRADE 03	\$151
DESIGN ENGINEER GRADE 02	\$134
DESIGN ENGINEER GRADE 01	\$118
DESIGNER GRADE 04	\$127
DESIGNER GRADE 03	\$118
DESIGNER GRADE 02	\$110
DESIGNER GRADE 01	\$104
CAD/BIM DESIGNER GRADE 04	\$105
CAD/BIM DESIGNER GRADE 03	\$96
CAD/BIM DESIGNER GRADE 02	\$84
CAD/BIM DESIGNER GRADE 01	\$78
PROJECT ASSISTANT	\$78

In addition, for direct out-of-pocket expenses (if and when they occur) we quote the following:

- 1) Automobile: at current IRS rate per mile from home office for travel outside Los Angeles and Orange Counties
- 2) Travel Expense: at Cost
- 3) Subsistence: While away from home office for more than 1 day: at Cost, but not to exceed \$250 per day per person.
- 4) Plan Check Fees: at Cost
- 5) Third Party Services: at Cost
 - Printing and copy services
 - Consultant and subcontract professional fees
 - Surveying / Soils Investigation
 - Testing Laboratory Work

LIABILITY LIMITS

Professional Liability	\$ 2,000,000.
General Liability	\$ 5,000,000.

Effective January 1, 2015
RT-215



2014 SCHEDULE OF FEES

Valid Through December 2017

PROFESSIONAL SERVICES

Word Processor/Non-Technical Assistant/Draftsman.....	\$75/hr.
Engineering Assistant/Lab Technician.....	85/hr.
Engineering Field Technician (Geotechnical Inspection/Testing - Including Nuclear Gauge)	90/115(PW)*/hr.
Engineering Special Inspector (Deputy/Special Inspection - Including Sampling Equipment)	90/115(PW)*/hr.
Staff Engineer/Geologist.....	100/hr.
Project Engineer/Geologist	120/hr.
Senior Project Engineer/Geologist	135/hr.
Senior Engineer/Geologist	150/hr.
Associate Engineer/Geologist	180/hr.
Principal Engineer/Geologist/Litigation Support	220/hr.
Deposition or Court Appearance.....	400/hr.
Overtime/Saturday Rate/Night Rate (10pm – 6am)	1.5 X Regular Hourly Rate
Sunday and Holiday Rate.....	2 X Regular Hourly Rate
Minimum Professional Fee	\$500/Per Project
Minimum Field Services Fee (per day or per call-out)	4 Hours
Short-Notice Cancellation (within 24 hours)	2 Hours
Short-Notice Cancellation (upon or after arrival at jobsite)	4 Hours

*Prevailing Wage (PW) California Labor Code §1720, et. Seq

TRAVEL

Personnel.....	Regular Hourly Rate
Subsistence (Per Diem).....	\$125/day
Vehicle Mileage	0.60/mile

EQUIPMENT & MATERIALS

Nuclear Gauge	Included in Technician Rate	Stainless Sampling Pump	\$150/day
Coring Machine (concrete, asphalt, masonry).....	\$175/day	Battery-Powered Pump	75/day
Generator	100/day	Water Level Indicator	40/day
Asphalt Cold Patch/Concrete (60-lb.), Cement (94-lb.).....	20/bag	Interface Probe	58/day
GPS Unit.....	160/day	Photo-Ionization Meter	125/day
Pick-up Truck	125/day	Combustible Gas Meter	80/day
Equipment Truck	200/day	pH/Conductivity/Temperature Meter	50/day
Direct-Push Rig/Operator	165/190(PW)*hour	Turbidity Meter	80/day
Drive-Tube Sampler	40/day	Level D PPE/Decon Rinse Equipment	50/day
Hand-Auger	40/day	De-Ionized Water (5-gallon)	15/ea.
Soil Sample Tube (Brass)	10/ea.	Air Compressor	100/day
Soil Sample Tube (Stainless)	10/ea.	55-Gallon Drum	55/ea.
Bailer (Reusable)	33/day	Visqueen (6 mil 20x100')	135/roll
Bailer (Disposable)	13/ea.	Traffic Cones/Barricades	35/day

LABORATORY TESTS**

COMPACTION CURVES

4-inch mold (D1557)	\$175/ea.
6-inch mold (D1557)	190/ea.
California Impact (CT 216)	200/ea.
Check Point.....	85/ea.

SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117).....	\$55/ea.
Wet or Dry Sieve Analysis to #200 (C136)	80/ea.
Hydrometer Analysis (D422).....	150/ea.
Sieve Analysis with Hydrometer (D422).....	150/ea.

SOIL AND AGGREGATE STABILITY

Resistance Value, R-Value (D2844) (CT 301).....	\$250/ea.
R-Value, Treated (CT 301).....	260/ea.
California Bearing Ratio (D1883).....	525/ea.
Stabilization Ability of Lime (C977)	180/ea.

PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084)	\$265/ea.
Permeability, Rigid Wall (D5856)	255/ea.
Consolidation, per point (D2435).....	42/pt.
Expansion Index (D4829/UBC 29-2).....	135/ea.

LABORATORY TESTS (CONTINUED)

Specific Gravity, Soil (D854)	\$70/ea.	AGGREGATE QUALITY
Specific Gravity Coarse Aggregate (C127)	50/ea.	Sieve Analysis (Both Fine & Coarse) (CT 202)
Specific Gravity Fine Aggregate (C128)	68/ea.	L.A. Rattler Test (500 rev.) (C131).....
Moisture Determination, tube sample (D2216)	21/ea.	Sulfate Soundness (per sieve size) (C88)
Moisture Content (CT 226)	25/ea.	Durability Index (fine or coarse) (D3744)(CT 229).....
Moisture Determination and Unit Weight (D2937).....	42/ea.	Unit Weight (C-29).....
Atterberg Limits: Plasticity Index (D4318).....	150/ea.	Organic Impurities - Sand (C40).....
Sand Equivalent (D2419)(CT 217)	90/ea.	Friable Particles (C142)
pH and Resistivity (CT 643)	130/ea.	SHEAR STRENGTH
Sulfate Content (CT 417).....	90/ea.	Unconfined Compression (D2166)
Chloride Content (CT 422).....	50/ea.	Direct Shear, Quick, per point (D3080)
CONCRETE		Unconsolidated-Undrained Triaxial Shear (D2850).....
Compressive Strength, Cast Cylinders (C39)(CT 521).....	30/ea.	Unconsolidated-Undrained Triaxial Staged (D2850).....
Compressive Strength, Cores (C42)	43/ea.	Consolidated-Undrained Triaxial Shear (D4767).....
Cleanness Value (CT 227)	165/ea.	Consolidated-Undrained Triaxial Staged (D4767).....
Flexural Strength Beam (C78/C293)	80/ea.	Consolidated-Drained Triaxial Shear (EM1110)
Splitting Tensile Test (C496).....	69/ea.	Consolidated-Drained Triaxial Staged (EM1110)
Mix Design Review	185/ea.	MASONRY
Trial Batch	475/ea.	CMU Compressive Strength (C140)
Rebar 1 Tensile & 1 Bend Test(Up to #11)	100/ea.	Compressive Strength, Grout (C1019/UBC 21-19)
ASPHALT CONCRETE		Compressive Strength, Mortar (C109/UBC 21-15,16).....
Density, Hveem (D2726/CAL308).....	\$85/ea.	CMU Unit Wt., Dimension, Absorption (C140).....
Stabilometer (D1560/CAL304)	99/ea.	Compressive Strength, Small Prism ≤ 7.62 " (C1314).....
Theoretical Max. Specific Gravity (D2041)	70/ea.	Compressive Strength, Large Prism > 7.62 " (C1314).....
Sieve Analysis Extracted Aggregate (D5444)	80/ea.	Shotcrete Panel - Coring and Testing (per core).....
% Asphalt, Ignition Method (CT 382//D6307)	100/ea.	CMU Compressive Strength (C140)
% Asphalt, Nuclear Gauge (CT 379).....	105/ea.	
Unit Weight, Core (D1188)	60/ea.	

****2X Surcharge on rush turn-around for laboratory testing.**

1. *Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.*
2. *Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.*
3. *Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is \$125.00 per day when location of work dictates.*
4. *Equipment and materials will be billed at cost. Outside services including subcontractors and rental of special equipment are billed at cost. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge*
5. *Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.*
6. *Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$50,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.*

Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$100,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.

Exhibit C

City's Representative:

Eric Lopez,

Tidelands Development Officer

(562)570-5690

Exhibit D

Materials/Information Furnished:

None