

AGREEMENT

36492

THIS AGREEMENT is made and entered, in duplicate, as of October 11, 2022, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on July 12, 2022, by and between PEOPLESPLACE, INC., a Delaware corporation ("Contractor"), with a place of business located at 17800 Mitchell North, Irvine, California 92614, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, Section 1801 of the Long Beach City Charter permits the City to make purchases on a sole source basis where unique products and services are concerned, when authorized to do so by a City Council resolution; and

WHEREAS, the City desires to purchase office furniture and equipment from Haworth, Inc., the sole manufacturer of the office furniture and equipment installed in the Long Beach Civic Center buildings; and

WHEREAS, PeopleSpace is the only authorized Haworth dealer in Southern California, and will provide delivery, design, assembly and installation of the Haworth products as requested by the City, pursuant to the scope of work attached hereto and incorporated herein by reference as Exhibit "A", at the rates set forth in the pricing sheets attached hereto as Exhibit "B-1" and "B-2," incorporated by this reference; and

WHEREAS, Resolution No. RES-22-0118 authorizes the City to purchase this office furniture and equipment from Haworth, Inc. without advertising bids; and, Resolution No. RES-22-0119 authorizes the City to contract with PeopleSpace, Inc. to have the office furniture and equipment delivered, assembled and installed without advertising for bids;

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

1. Scope of Work.

A. Contractor shall furnish and deliver to the City the furniture,

1 equipment and services described in Exhibit "A" ordered by the City, in a total
2 amount not to exceed Three Hundred Thousand (\$300,000) as authorized by the
3 City representative, identified in Exhibit "C", attached hereto and incorporated herein
4 by reference.

5 B. Charges made by Contractor for the equipment, installation and
6 other work shall be based on the Pricing Sheets, shown on Exhibit "B-1" and Exhibit
7 "B-2, attached hereto and incorporated herein.

8 C. Payment for the equipment purchased from Contractor by City
9 shall be made by the City on delivery to, installation of (if applicable), and
10 acceptance of the equipment by the City and submittal of an invoice to the City.
11 Payment is due thirty (30) days after the date of the invoice.

12 2. Term. The term of this Agreement shall commence at midnight on
13 August 1 2022, and shall terminate at 11:59 p.m. on July 31, 2024, unless sooner
14 terminated as provided herein. The term may be extended for three (3) additional one-year
15 periods, at the discretion of the City Manager.

16 3. Termination. The City may terminate this Agreement by giving thirty
17 (30) days prior notice of termination to the Contractor.

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

1 themselves to be employees or agents of City.

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

9 i. Commercial general liability insurance (equivalent in
10 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less
11 than One Million Dollars (\$1,000,000.00) per each occurrence and Two
12 Million Dollars (\$2,000,000.00) general aggregate. This coverage shall
13 include but not be limited to broad form contractual liability, cross liability,
14 independent contractors liability, and products and completed operations
15 liability. City, its boards and commissions, and their officials, employees and
16 agents shall be named as additional insureds by endorsement (on City's
17 endorsement form or on an endorsement equivalent in scope to ISO form CG
18 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04
19 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain
20 no special limitations on the scope of protection given to City, its boards and
21 commissions, and their officials, employees and agents. This policy shall be
22 endorsed to state that the insurer waives its right of subrogation against City,
23 its boards and commissions, and their officials, employees and agents.

24 ii. Workers' Compensation Insurance as required by the
25 California Labor Code and employer's liability insurance in an amount not
26 less than One Million Dollars (\$1,000,000.00). This policy shall be endorsed
27 to state that the insurer waives its right of subrogation against City, its boards
28 and commissions, and their officials, employees and agents.

1 iii. Professional liability or errors and omissions insurance
2 in an amount not less than One Million Dollars (\$1,000,000.00) per claim.

3 iv. Commercial automobile liability insurance (equivalent in
4 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in
5 an amount not less than Five Hundred Thousand Dollars (\$500,000.00)
6 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 Contractor. Contractor shall notify City in writing within five
18 (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 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
24 continuing coverage for a period of not less than three (3) years, commencing on
25 the date this Agreement expires or is terminated.

26 E. Each subcontractor (of any tier and including, but not limited to,
27 transport and logistics companies), which Contractor may use in the performance
28 of this Agreement shall be required to indemnify the City to the same extent as the

1 Contractor and may be required to maintain insurance up to compliance with the
2 provisions of this section depending on each subcontract's individual scope of
3 services, at the discretion of the City risk manager, but, in no event, shall it be less
4 than the following coverages and limits:

5 i. Commercial general liability insurance equivalent in
6 coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach and
7 its boards and commission, officials, employees, and agents as additional
8 insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from
9 and against claims, demands, causes of action, expenses, costs, or liability
10 for injury to or death of persons, or damages to or loss of property arising out
11 activities performed by or on behalf of the Contractor in an amount not less
12 than One Million Dollars (US \$1,000,000) per occurrence and Two Million
13 Dollars (US \$2,000,000) in general aggregate.

14 ii. Workers' compensation coverage as required by the
15 Labor Code of the State of California and Employer's liability insurance with
16 minimum limits of One Million Dollars (US \$1,000,000) per accident or
17 occupational illness. The policy shall be endorsed with a waiver of the
18 subcontractor's and subcontractor's insurer's right of subrogation against the
19 City of Long Beach and its boards and commissions, officials, employees and
20 agents.

21 iii. Automobile liability insurance equivalent in coverage
22 scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred
23 Thousand Dollars (US \$500,000) combined single limit (CSL) covering
24 Symbol 1 ("any auto").

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

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

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

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

15 6. Assignment And Subcontracting. Contractor shall not assign its rights
16 or delegate its duties under this Agreement, or any interest in this Agreement, or any
17 portion of it, without the prior approval of City, except that Contractor may with the prior
18 approval of the City Manager of City, assign any moneys due or to become due Contractor
19 under this Agreement. Any attempted assignment or delegation shall be void, and any
20 assignee or delegate shall acquire no right or interest by reason of an attempted
21 assignment or delegation. Furthermore, Contractor shall not subcontract any portion of its
22 performance without the prior approval of the City Manager or designee, or substitute an
23 approved subcontractor or contractor without approval prior to the substitution. Nothing
24 stated in this Section shall prevent Contractor from employing as many employees as
25 Contractor deems necessary for performance of this Agreement.

26 7. Conflict of Interest. Contractor, by executing this Agreement, certifies
27 that, at the time Contractor executes this Agreement and for its duration, Contractor does
28 not and will not perform services for any other client which would create a conflict, whether

1 monetary or otherwise, as between the interests of City and the interests of that other client.
2 Contractor further certifies that Contractor does not now have and shall not acquire any
3 interest, direct or indirect, in the area covered by this Agreement or any other source of
4 income, interest in real property or investment which would be affected in any manner or
5 degree by the performance of Contractor's services hereunder. And, Contractor shall
6 obtain similar certifications from Contractor's employees, subcontractors and contractors.

7 8. Materials. Contractor shall furnish all labor and supervision, supplies,
8 materials, tools, machinery, equipment, appliances, transportation and services necessary
9 to or used in the performance of Contractor's obligations under this Agreement.

10 9. General Conditions. Except for the insurance provisions, the general
11 conditions appearing on the back of City's Purchase Order, a copy of which general
12 conditions is attached hereto as Exhibit "D," are incorporated herein. If there is a conflict
13 or ambiguity between or among this Agreement or City's Purchase Order general
14 conditions, then the order of precedence shall be: this Agreement, and City's Purchase
15 Order general conditions. Contractor is called "Supplier" in the City's Purchase Order
16 general conditions.

17 10. Law. This Agreement shall be construed in accordance with the laws
18 of the State of California, and the venue for any legal actions brought by any party with
19 respect to this Agreement shall be the County of Los Angeles, State of California for state
20 actions and the Central District of California for any federal actions. Contractor shall cause
21 all work performed in connection with construction of the Project to be performed in
22 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
23 county or municipal governments or agencies (including, without limitation, all applicable
24 federal and state labor standards, including the prevailing wage provisions of sections 1770
25 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
26 marshal, health officer, building inspector, or other officer of every governmental agency
27 now having or hereafter acquiring jurisdiction

28 11. Work Day. Contractor shall comply with Sections 1810 through 1815

1 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a penalty
2 to City, the sum of Twenty-Five Dollars (\$25) for each worker employed by Contractor or
3 any subcontractor for each calendar day such worker is required or permitted to work more
4 than eight (8) hours unless that worker receives compensation in accordance with Section
5 1815.

6 12. Department Of Industrial Relations Compliance. Contractor is advised
7 that this work constitutes a public work of improvement subject to California Labor Code
8 Division 2, Part 7, Chapter 1, Articles 1-5, §§1720-1861. Pursuant to Labor Code Section
9 1771.1, Contractor or subcontractors shall not be qualified to bid on, be listed in a bid
10 proposal, subject to the requirements of Section 4104 of the Public contract Code, or
11 engage in the performance of any contract for public work, as defined in the California
12 Labor Code, unless currently registered and qualified to perform public work pursuant to
13 Section 1725.5. The Agreement (or associated subcontracts) shall not be entered into
14 without proof of Contractor's (or subcontractor's) current registration to perform public work
15 pursuant to Section 1725.5. All work conducted in support of this public work of
16 improvement is subject to compliance monitoring and enforcement by the Department of
17 Industrial Relations.

18 13. Prevailing Wage Rates. This project is a public work under Labor Code
19 § 1720 et seq. Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of
20 California, the Director of Public Works of the City by and on behalf of the City Council has
21 obtained from the Director of the Department of Industrial Relations of the State of
22 California the general prevailing rate of per diem wages, and the general prevailing rate of
23 holiday and overtime work in the locality in which the public work is to be performed for
24 each craft, classification or type of workers needed to perform the Work. Copies of
25 prevailing rate of per diem wages are on file in the office of the City Engineer, 5th floor, City
26 Hall, 411 West Ocean Boulevard, Long Beach, California 90802, and shall be made
27 available upon request. Copies may also be obtained on the California Department of
28 Industrial Relations website <http://www.dir.ca.gov/dlsr>. This project will be subject the

2021-1 prevailing wage rate, as determined by the Director of the Department of Industrial Relations for the State of California. The Contractor and its subcontractors are directed to pay not less than the general rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. Contractor is required to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Contractor is required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by the prevailing wage determinations must also be paid. If the California minimum wage is increased in the future to an amount above that shown in the prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage. Pursuant to Section 1775, Contractor shall forfeit, as a penalty to the City, up to Two Hundred Dollars (\$200) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, that such laborer, worker or mechanic is paid less than the prevailing wage rates for any work done by Contractor, or any subcontractor, under this Contract. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

14. Certified Payroll Records.

A. Pursuant to the provisions of Labor Code Section 1776, Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractor in connection with the work. Such payroll records for Contractor and all subcontractors shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to the provisions of

1 Section 1776 of the Labor Code. Contractor's failure to furnish such records to City
2 or City's authorized Labor Compliance representative in the manner provided herein
3 for notices shall entitle City to withhold the penalty prescribed by law from progress
4 payments due to Contractor.

5 B. Contractor and every subcontractor and supplier shall be
6 required to submit certified payrolls and labor compliance documentation
7 electronically at the discretion of and the manner specified by the City of Long
8 Beach. Electronic submittal will be a web-based system, accessed on the World
9 Wide Web by a web browser. Each contractor and subcontractor will be given a
10 Log On identification and password to access the City of Long Beach reporting
11 system. The foregoing is in addition to, and not in lieu of, any other requirements
12 or obligations established and imposed by any department of the City with regard to
13 submission and retention of certified payroll records for Contractor and
14 subcontractors.

15 C. Certified payroll records for Contractor and all subcontractors
16 shall be maintained during the course of the work and shall be kept by Contractor
17 for up to three (3) years after completion of the work.

18 D. The foregoing is in addition to, and not in lieu of, any other
19 requirements or obligations established and imposed by any department of the City
20 with regard to submission and retention of certified payroll records for Contractor
21 and subcontractors.

22 15. Apprenticeship Employment. The Contractor shall comply with
23 Section 1777.5 of the Labor Code concerning the employment of apprentices by the
24 Contractor or any subcontractor under the Contractor and, by executing the Contract, the
25 Contractor stipulates that it shall so comply. Contractor employing apprentices or trainees
26 under approved programs shall maintain written evidence of the registration of
27 apprenticeship programs and certification of trainee programs, the registration of the
28 apprentices and trainees, and the ratios and wage rates prescribed in the applicable

1 programs.

2 16. Penalties. Contractor and subcontractors are subject to penalties,
3 including, but not limited to, under Labor Code §§ 1775, 1776, 1777.7 and 1813, for failure
4 to comply with Sections 13.28 through 13.31 and/or Labor Code § 1720 et seq.

5 17. Entire Agreement. This Agreement, including all Exhibits, constitutes
6 the entire understanding between the parties and supersedes all other agreements, oral or
7 written, with respect to the subject matter in this Agreement.

8 18. Indemnity.

9 A. Contractor shall indemnify, protect and hold harmless City, its
10 Boards, Commissions, and their officials, employees and agents ("Indemnified
11 Parties"), from and against any and all liability, claims, demands, damage, loss,
12 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
13 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
14 in connection with (1) Contractor's breach or failure to comply with any of its
15 obligations contained in this Agreement, including any obligations arising from the
16 Project's compliance with or failure to comply with applicable laws, including all
17 applicable federal and state labor requirements including, without limitation, the
18 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful
19 acts, errors, omissions or misrepresentations committed by Contractor, its officers,
20 employees, agents, subcontractors, or anyone under Contractor's control, in the
21 performance of work or services under this Agreement (collectively "Claims" or
22 individually "Claim").

23 B. In addition to Contractor's duty to indemnify, Contractor shall
24 have a separate and wholly independent duty to defend Indemnified Parties at
25 Contractor's expense by legal counsel approved by City, from and against all
26 Claims, and shall continue this defense until the Claims are resolved, whether by
27 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
28 breach, or the like on the part of Contractor shall be required for the duty to defend

1 to arise. City shall notify Contractor of any Claim, shall tender the defense of the
2 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,
3 in the defense.

4 C. If a court of competent jurisdiction determines that a Claim was
5 caused by the sole negligence or willful misconduct of Indemnified Parties,
6 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the
7 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
8 percentage of willful misconduct attributed by the court to the Indemnified Parties.

9 D. The provisions of this Section shall survive the expiration or
10 termination of this Agreement.

11 19. Nondiscrimination.

12 A. In connection with performance of this Agreement and subject
13 to applicable rules and regulations, Contractor shall not discriminate against any
14 employee or applicant for employment because of race, religion, national origin,
15 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
16 disability. Contractor shall ensure that applicants are employed, and that employees
17 are treated during their employment, without regard to these bases. These actions
18 shall include, but not be limited to, the following: employment, upgrading, demotion
19 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
20 or other forms of compensation; and selection for training, 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 Contractor agrees to use its best efforts to carry out this
24 policy in its use of subcontractors and contractors to the fullest extent consistent
25 with the efficient performance of this Agreement. Contractor may rely on written
26 representations by subcontractors and contractors regarding their status.
27 Contractor shall report to City in May and in December or, in the case of short-term
28 agreements, prior to invoicing for final payment, the names of all subcontractors and

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

4 20. Notices. Any notice or approval required by this Agreement shall be
5 in writing and personally delivered or deposited in the U.S. Postal Service, first class,
6 postage prepaid, addressed to Contractor at the address first stated above, and to City at
7 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
8 to the City Engineer at the same address. Notice of change of address shall be given in
9 the same manner as stated for other notices. Notice shall be deemed given on the date
10 deposited in the mail or on the date personal delivery is made, whichever occurs first.

11 21. Covenant Against Contingent Fees. Contractor warrants that
12 Contractor has not employed or retained any entity or person to solicit or obtain this
13 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
14 commission or other monies based on or from the award of this Agreement. If Contractor
15 breaches this warranty, City shall have the right to terminate this Agreement immediately
16 notwithstanding the provisions of Section 2 or, in its discretion, to deduct from payments
17 due under this Agreement or otherwise recover the full amount of the fee, commission or
18 other monies.

19 22. Waiver. The acceptance of any services or the payment of any money
20 by City shall not operate as a waiver of any provision of this Agreement or of any right to
21 damages or indemnity stated in this Agreement. The waiver of any breach of this
22 Agreement shall not constitute a waiver of any other or subsequent breach of this
23 Agreement.

24 23. Continuation. Termination or expiration of this Agreement shall not
25 affect rights or liabilities of the parties which accrued pursuant to the Sections titled "Law",
26 "Certified Payroll Records" and "Indemnity" prior to termination or expiration of this
27 Agreement.

28 24. Tax Reporting. As required by federal and state law, City is obligated

1 to and will report the payment of compensation to Contractor on Form 1099-Misc.
2 Contractor shall be solely responsible for payment of all federal and state taxes resulting
3 from payments under this Agreement. Contractor shall submit Contractor's Employer
4 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
5 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
6 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
7 Contractor provides one of these numbers.

8 25. Contractor shall cooperate with the City in all matters relating to
9 taxation and the collection of taxes, particularly with respect to the self-accrual of use tax.
10 Contractor shall cooperate as follows: for all leases and purchases of materials, equipment,
11 supplies, or other tangible personal property totaling over \$100,000 shipped from outside
12 California, a qualified Contractor shall complete and submit to the appropriate
13 governmental entity a form supplied by City.

14 In completing the form and obtaining the permit(s), Contractor shall use the
15 address of the Work site as its business address and may use any address for its mailing
16 address. Copies of the form and permit(s) shall also be delivered to the City. The form
17 must be submitted and the permit(s) obtained as soon as Contractor receives a Notice to
18 Proceed. Contractor shall not order any materials or equipment over \$100,000 from
19 vendors outside California until the form is submitted and the permit(s) obtained and, if
20 Contractor does so, it shall be a material breach of this Agreement. In addition, Contractor
21 shall make all purchases from the Long Beach sales office of its vendors if those vendors
22 have a Long Beach office.

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OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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.

PEOPLESPLACE, INC., a California
corporation

By [Signature]
Name Brian A. Antu
Title Owner

By [Signature]
Name Jesse C. Cuskey
Title CEO / owner

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

By Linda F. Jakem
City Manager

"City"

This Agreement is approved as to form on January 19, 2023.

DAWN MCINTOSH, City Attorney

By [Signature]
Deputy

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

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City of Long Beach
411 West Ocean Boulevard
Long Beach, CA 90802

OVERVIEW OF PROJECT

On July 12, 2022, the Long Beach City Council adopted a resolution authorizing the City Manager, or designee, to execute a contract with PeopleSpace, Inc., (formerly Interior Office Solutions, Inc.) of Irvine, CA, to deliver and install office furniture at the new Long Beach Civic Center (Civic Center) once the move is complete.

The Civic Center is equipped with furniture from Haworth, Inc., of Los Angeles, CA (Haworth). PeopleSpace, the only authorized Haworth dealer in Southern California, installed the cubicles and furniture for the conference rooms, offices, and common areas of the Civic Center. Although each departments' furniture needs were thoroughly assessed, it is reasonable to expect that as departments begin to operate in their new spaces, that additional furniture, equipment design, and layout modifications may be needed. PeopleSpace can support the City's needs to quickly and efficiently address any furniture modifications and ensure that any modifications will keep the same look, feel, and match of the original furniture and fixtures.

The contract with PeopleSpace will allow for the installation of additional office furniture from Haworth, Inc., as needed by departments who have relocated to the new Civic Center. PeopleSpace will also provide equipment layout, design, and assembly services.

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City of Long Beach
411 West Ocean Boulevard
Long Beach, CA 90802

ACRONYMS/DEFINITIONS

For purposed of this scope of work, the following acronyms/definitions will be used:

City	The City of Long Beach and any department or agency identified herein.
Civic Center	Long Beach Civic Center, 411 & 415 West Ocean Boulevard, Long Beach, California 90802
Haworth	Haworth, Inc. Los Angeles, California. Manufacturer of furniture and other products installed at the Long Beach Civic Center.
May	Indicates something that is not mandatory but permissible.
PeopleSpace	PeopleSpace, Inc., 17800 Mitchell N, Irvine, California. Authorized dealer of Haworth, Inc. products.
Product(s)	Items or units, such as furniture or fixtures, to be supplied by PeopleSpace, Inc.
Shall/Will	Indicates a mandatory requirement.
Should	Indicates something that is recommended but not mandatory.
State	State of California.
Subcontractor/Independent contractor	Third party not directly employed by the consultant who may provide services.



City of Long Beach
411 West Ocean Boulevard
Long Beach, CA 90802

SPECIFICATIONS

- I. General Description:
 - a. The project consists of supplying and installing furniture at the Long Beach Civic Center in Long Beach, California, on an as-needed basis.
- II. Project Location:
 - a. Long Beach Civic Center, 411 & 415 West Ocean Boulevard, Long Beach, California, 90802
- III. Description of Services
 - a. PeopleSpace will work with the City to streamline the purchase and installation of additional office furniture and fixtures from Haworth. PeopleSpace will ensure the product matches the furniture and fixtures originally installed in the Civic Center.
 - b. PeopleSpace will provide a project team composed of account managers, workplace consultants, project managers, designers, coordinators and installers.
 - i. PeopleSpace may use subcontractors or independent contractors to preform portions of the services not directly involved in the design or sale of the product.
 - c. PeopleSpaces' project team will be led by Abby Wiley, Director, Strategic Accounts.
- IV. Design Services
 - a. PeopleSpace shall provide design services to resolve unforeseen space, layout, and furniture issues.
 - b. PeopleSpace will provide drawing/specifications to City staff to review.
 - i. The City reserves the right to make changes to drawings and specifications.
- V. Delivery and Installation Management
 - a. Installation and delivers should normally occur during the Civic Center's normal hours of operation; Monday to Friday, 7:30 AM to 4:30 PM.
 - i. Should the need arise, PeopleSpace will try to make accommodations to work outside of the Civic Center's normal business hours.
 - b. PeopleSpace will provide the City will furniture specifications that will include project data (construction details, material descriptions, dimensions of individual components and profiles, finishes for each type of furnishing, and a photo).
 - c. PeopleSpace will use its installation team to assembly purchased products and oversee the completion of the punch list.
 - i. Products will be preassembled in shop to the greatest extent possible to minimize field splicing and assembly. Disassemble product or units only as necessary for shipping and handling limitations. Use connections that maintain the structural value of joined pieces.
 - ii. All products shall be free of sharp edges or rough areas.
 - iii. Installation shall include clean up of all areas used in assembly.
 1. Packing materials and other product waste shall be removed from the site at the completion of the job.
 - a. Cleaning and waste removal will comply with State and local laws and ordinances; and Federal and local environmental and



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antipollution regulations.

2. PeopleSpace will use sustainable options when available to dispose of furniture and/or fixtures.
 - d. Warranty issues will be addressed as outlined in Section 5 Limited Warranties and Exceptions (Attachment A – PeopleSpace Terms & Conditions).
- VI. Asset Management and Warehousing
- a. Once the City has accepted the quote, PeopleSpace will order, tract, store, and deliver the product.
 - i. Delay in Acceptance
 1. Should the City not be able to accept delivery of the product within fifteen (15) days of PeopleSpace's notification that the said goods are ready to be delivered, then PeopleSpace may, at the City's approval, charge for the cost of storage as agreed upon through negotiation.
 - ii. PeopleSpace will ensure that replacement parts and pieces are readily available for all purchased product.
 1. Should a Haworth product that the City purchased be discontinued, PeopleSpace will notify the City's Purchasing Agent or designee and continue to honor the product's warranty.
- VII. Project Management
- a. As needed, PeopleSpace will provide a project manager to attend construction meetings, coordinate with City staff for delivery and installation, and schedule when, where, how and in what order the product will ship. The project manager will oversee the installation crews, provide status reports, and ensure the punch list is completed.
 - i. The punch list will include the following information at the top of the page:
 1. Project name
 2. Date
 3. Name of Project Manager
 4. Name of City contact
 5. Page number
- VIII. Furniture Maintenance, Cleaning, and Repairs
- a. PeopleSpace shall provide, as requested by City staff, furniture maintenance, cleaning, and repairs of products purchase as covered by the product warranty.
- IX. Project substitutions and change orders
- a. PeopleSpace will not substitute any product without the written approval of the City's Purchasing Agent or designee.
 - b. Change orders will be documented and approved in writing by City staff.
- X. City of Long Beach Purchase Order – General Conditions
- a. Issuance of a Purchase Order by the City constitutes acceptance of PeopleSpace's offer on the City's terms and conditions as stated in Attachment B – City of Long Beach Purchase Order – General Conditions.
 - b. By accepting a Purchase Order, PeopleSpace is acknowledging that it was created in accordance with the City's purchasing ordinance and State law.
 - c. The City's Purchase Order – General Conditions may be revised at any time.



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COST

- I. The fee to be paid to the Consultant will be made at the Consultant's established billable rates for staff hours and expenses actually accrued in producing the required services, shall include and specify the firm's labor, indirect costs, and any subconsultant costs.
- II. The Consultant's billable rates shall not include mark-ups on reimbursable products or markups for overhead and profit; no additional payment will be made for those products. The City will neither reimburse the Consultant for mileage, office supplies, overhead expenses, nor for the use of computer equipment.
- III. All subconsultant fees and costs shall not include mark-ups and will be reimbursed on an actual-cost basis. The City will not reimburse for a subconsultant's mileage, office supplies, overhead expenses, or for the use of computer equipment.
- IV. Primary consultant shall not allow any subcontractor to markup expenses, nor shall the Primary Consultant markup subcontractor fees or out of pocket expenses. The City shall only pay for subcontractor's reimbursable expenses on an actual-cost basis.
- V. 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 B-1 – PeopleSpace Rate Sheet

PeopleSpace Dealer Fees: Valid through 12/2023

- Lead Installer/ hour (regular hours)\$50
- Installers/ hour (regular hours)\$43
- Weekend hours/ Lead Installer and Installer Lead \$75/Installer \$63/HR
- Additional Trip Charge \$375
- Field Cuts Staight cut \$50, Rectagular cut \$65
- Grommet Cuts \$35
- Stair Carry 30% of the labor
- Removal of existing furniture \$50/Hr Plus Disposal fee (varies by amount of product)
- Warehouse Receiving/Loading, Pull, \$50/Hr

Exhibit B-2 – Haworth Rate Sheet

HAWORTH

ATTACHMENT A Discount Schedule CITY OF LONG BEACH CIVIC CENTER PREFERRED VENDOR

80897 for orders shipping to continental U.S., Canada, and Mexico locations, accessing North American price list

Product Group	Systems and Tables Products	Seating Products	Storage Products	Wood Casegoods & Wood Tables	Architectural Interiors	List Dollar Value	Customer Discount Product Only
I* Regular Lead Time	Adaptable Components, Compose®					\$1-\$150,000 \$150,001 or More	78.00% Negotiable
RUSH**							
II* Regular Lead Time	UniGroup®, UniGroup® Too, PREMISE®					\$1 or More \$1-\$150,000 \$150,001 or More	72.00% Negotiable
RUSH**							
III* Regular Lead Time			Beside® X Series® Peds, Files, Desks, Towers & Lockers			\$1 or More \$1-\$150,000 \$150,001 or More	72.00% Negotiable
RUSH**							
V* Regular Lead Time	Planes®, Upside™	Monaco®, Improv®, X99®	V Series® Casegoods, Compose® Storage			\$1 or More \$1-\$150,000 \$150,001 or More	62.00% 60.00% Negotiable
RUSH**							
VI* Regular Lead Time	Belong™ & Jump® stuff Work Tools, Workware®, Technology Products, Patterns™, Reside® Deskings	Hello®, ToDo®, Harbor Work Lounge®, Openest®, Poppy™, Riverbend™, Pebble™, Candor®, Zody®, Very®, Maan™		Masters Series®		\$1 or More \$1-\$150,000 \$150,001 or More	57.00% Negotiable
RUSH**							
VII* Regular Lead Time	Intuity®, Active Components™, Jump®, Jive®, Swivel™, Ergotron, Cultivate™	Very® Task, Sojo®	Be_Hold™			\$1 or More \$1-\$150,000 \$150,001 or More	54.00% 55.00% Negotiable
RUSH**							
VIII* Regular Lead Time	Haworth Collection-Haworth®					\$1 or More \$1-\$150,000 \$150,001 or More	52.00% 45.00% Negotiable
RUSH**							
IX* Regular Lead Time			A Series®		Endose®, Pergola™, Trivati	\$1 or More \$1-\$150,000 \$150,001 or More	41.00% 58.00% Negotiable
RUSH**							
X* Regular Lead Time	Echo	Fem®, Veda, Cabana Lounge™				\$1-\$150,000 \$150,001 or More	54.00% Negotiable

HAWORTH

Product Group	Systems and Tables Products	Seating Products	Storage Products	Wood Casegoods & Wood Tables	Architectural Interiors	List Dollar Value	Customer Discount Product Only
XI* Regular Lead Time	Haworth Collection Pablo Designs, Haworth Collection-GAN					\$1 or More	15.00%
XII* Regular Lead Time	Haworth® Health Environments, Atwell™					\$1-\$150,000 \$150,001 or More	54.50% Negotiable
XIII* Regular Lead Time	Haworth Collection - Poltrona Frau®, Cappellini®, Cassina®					\$1 or More	15.00%
XIV* Regular Lead Time	JANUS et Cie					\$1 or More	30.00%
XV* Regular Lead Time	BuzziSpace					\$1 or More	35.00%

Price List: Effective April 1st 2021, Seller's current price list in effect at the time of Seller's receipt of purchase order. Haworth to provide price lists.

* Product Groups may be combined together to reach a negotiable tier.

** Seller offers the above-mentioned discounts on products included in this Agreement which are offered in Seller's RUSH Programs. See the current price list(s) for a description of the products, fabric and finishes included in these programs.

A. DIFFERENT LEAD TIMES MAY NOT be combined together for purposes of attaining the next pricing tier.

B. The applicable discount will be separately negotiated for new products or lead time programs introduced by Seller during the term of this Agreement.

Exhibit C - City Representative is
Marilyn Surakus
Project Management Bureau Manager

Marilyn.Surakus@longbeach.gov

562/570-5793

Exhibit D - General Conditions

CITY OF LONG BEACH
PURCHASE ORDER – GENERAL CONDITIONS

1. Issuance of this Purchase Order by City constitutes acceptance of Supplier's offer on the terms and conditions stated herein, and forms a contract.
 2. City will not pay charges for taxes, transportation, boxing, packaging, crating or returnable containers unless separately stated hereon. All sales, use, excise or similar taxes to be paid by City must be itemized separately hereon and on Invoices. City is exempt from payment of Federal Excise Tax under Certificate Number 95-730502K and supplier shall not charge this tax to City.
 3. City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council appropriating the necessary funds. A fiscal year commences on October 1 and ends on September 30 of the following year. If the City Council fails to appropriate the necessary funds for any fiscal year, then the Purchase Order shall terminate at no additional cost or obligation to City.
 4. Time is of the essence. If at any time Supplier believes that goods, materials, equipment, supplies ("Item"), labor or services will not be made as scheduled, supplier shall immediately give written notice stating the cause of the delay to City. Deliveries must be prepaid. City will not accept COD shipments.
 5. City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging, and in place(s) of delivery. If necessary, there will be an equitable adjustment in price and time of performance mutually satisfactory to Supplier and City; but any claim by Supplier for such an adjustment must be made in writing within thirty (30) days after such change.
 6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description specified by City and shall be fit and sufficient for the purpose intended, merchantable, of good materials and workmanship, in good working order and free from defect or faulty workmanship for a period of at least ninety (90) days, after delivery. When defective items or faulty workmanship is discovered, Supplier shall provide all labor, materials, parts and equipment to correct such defect or make such replacement at no expense to the City. Defective items not meeting City's specifications shall be held for Supplier's instructions at Supplier's risk and; if Supplier so directs, will be returned at Supplier's expense.
 7. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents harmless from all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorneys' fees) for injuries to persons (including death) or damage or destruction to property connected with or arising from the negligent acts or omissions, willful misconduct or misrepresentations of Supplier, its agents or employees in the performance of this Purchase Order or relating to a claim of infringement of a patent, trademark or copyright.
 8. City reserves the right to terminate this Purchase Order, or any part of it, at any time even though Supplier is not in default. On receipt of notice of termination, Supplier shall, unless such notice otherwise directs, immediately discontinue all work on the Purchase Order and deliver, if and as directed, to City all completed and partially completed items and work in process. This section shall not limit or affect the right of City to terminate this Purchase Order immediately upon Supplier's breach.
 9. City reserves the right to terminate this Purchase Order or any part of it and reject delivery of items if delivery is not made when and as specified. Supplier shall be charged for any direct losses, but not any consequential damages, sustained by City by reason of such delay or failure, except losses caused by a delay for reasons beyond Supplier's reasonable control. Direct losses shall include any costs to City in excess of the Purchase Order price of obtaining items or services from other sources similar to those terminated or rejected.
 10. Supplier shall not substitute items without written approval of the City Purchasing Agent or designee.
 11. All license fees for City's use of patented or copyrighted items for items furnished under this Purchase Order shall be included in the Purchase Order price.
 12. In cases where a price subject to escalation has been agreed upon, all claims for such price escalation must be received by City within sixty (60) days after date of final shipment. The price escalation shall be shown as a separate item on the Invoice. Unless an escalator clause has been shown as a specific part of this Purchase Order, Supplier shall not be entitled to reimbursement for costs incurred due to escalation.
 13. All items or services provided under this Purchase Order shall comply with the Safety Orders and Regulations of the California Division of Industrial Safety, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable sections of the California Code of Regulations. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents from any loss, claim, cause of action, liability, cost or expense, including but not limited to fines, penalties, corrective measures, and attorney's fees, City may sustain by reason of Supplier's failure to comply.
 14. Supplier shall keep confidential and not disclose or use in any way confidential business or technical information that the City may disclose in conjunction with this Purchase Order or Supplier may learn as a result of entering City property to deliver items or services or to perform work hereunder.
 15. Supplier shall not assign this Purchase Order or any part hereof or any payments due hereunder or delegate any duties without City's prior written approval.
 16. City's remedies herein are cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Purchase Order shall not be deemed a waiver of any other or subsequent breach. City's failure to object to provisions contained in any communication from Supplier shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Purchase Order.
 17. This Purchase Order shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this Purchase Order.
 18. Any indebtedness of Supplier to City may, at the City's option, be credited against amounts owing by City hereunder.
 19. Supplier shall furnish further itemization and breakdown of the Purchase Order price when requested by City.
 20. Supplier and its subcontractor(s) shall not discriminate against any person in the performance of this Purchase Order on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability, and shall comply with applicable federal and state equal employment opportunity laws, ordinances, rules and regulations.
 21. Supplier shall comply with all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the subject matter hereof, and shall obtain all necessary licenses and permits related to the items, work or services.
 22. Supplier, its employees, and agents shall be considered independent contractors and not employees or agents of City.
 23. City's purchases are based on its actual needs and requirements: City is obligated only to purchase those items and those quantities that City needs and requires, regardless of any estimated quantities provided to the Supplier.
 24. The issuance of this Purchase Order does not make Supplier the exclusive supplier of items or services that are the subject of this Purchase Order.
- THE FOLLOWING ADDITIONAL CONDITIONS APPLY WHEN SUPPLIER IS TO PERFORM WORK ON THE PREMISES OF CITY:**
25. If, during the work, Supplier allows any indebtedness or lien to accrue for labor, equipment or materials, which may become a claim against City, Supplier shall immediately pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond and, in case of failure to do so, City may withhold any money due to Supplier until such claim, indebtedness or lien is paid or may apply such money toward the discharge thereof; or City may, at its option, cancel this Purchase Order, take possession and control of the work, and complete the same or cause the same to be completed. Supplier shall pay to City the difference between the Purchase Order price and the actual cost to City in completing or causing the work to be completed.
 26. Supplier shall perform the work at Supplier's own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the work or items before final completion and acceptance, repair or replace the work or items so injured, damaged or destroyed, at Supplier's own expense and to the satisfaction of City. When items are furnished by others for installation or erection by Supplier, Supplier shall receive, unload, store, and handle same at site and become responsible therefore, as though such items were being furnished by Supplier under the Purchase Order.
 27. Supplier shall maintain, at its expense, until completion of performance and acceptance by the City, the following insurance coverage from an insurer with a current financial responsibility rating of A- or better and a current financial size category of A: V (admitted) or A-VII (non-admitted) or better as reported by A.M. Best Company or equivalent, unless waived in writing by Risk Management. Any insurance provided by Supplier that requires the City to tender a suit or claim to their own insurers or to make their own insurance available is not permitted.
 - a. **COMPREHENSIVE GENERAL LIABILITY:** minimum insurance coverage required is \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate. The City of Long Beach, its Boards, Commissions, employees and agents shall be endorsed onto the Supplier's policy as additional insureds.
 - b. **AUTOMOBILE LIABILITY:** minimum insurance coverage required is \$500,000 combined single limit for bodily injury and property damage covering owned, non-owned and hired vehicles. The City of Long Beach, its Boards, Commissions, employees and agents shall be endorsed onto the Supplier's policy as additional insureds.
 - c. **WORKERS COMPENSATION:** As required by the California Labor Code, coverage to include employers liability with a minimum limit of \$1,000,000 per occurrence. Self-insurance must be approved by the City. The policy shall contain a waiver of subrogation in favor of the City of Long Beach, its Boards, Commissions, employees and agents. Supplier shall require that its subcontractors comply with this Section and Section 7. Each policy shall be endorsed to state that coverage shall not be cancelled or reduced in limit or scope except after 30 days (10 days for non-payment of premium) prior written notice to the City. All coverage shall be primary and non-contributory with respect to the City. Supplier shall furnish to the City before performance Certificates of Insurance and original endorsements with the original signature of one authorized by the insurer to bind coverage on its behalf. This insurance shall not be deemed to limit Supplier's liability hereunder. The City reserves the right to require complete certified copies of policies. If Supplier fails to furnish said insurance, the City may terminate this Purchase Order.
 28. Supplier shall comply with the Standard Specifications for Public Works Construction, latest edition, and provide bonds required by the City.
 29. Supplier shall comply with prevailing wage requirements in Chapter 2.87 of the Long Beach Municipal Code, e.g. the requirement to pay prevailing wages to contractors or subcontractors for public work. Public work includes the construction or repair of any public building, street, sewer or other property or improvement work done under contract and paid for, in whole or in part, out of public funds. Prevailing wage determinations are made by the California Department of Industrial Relations (DIR) for per diem wages and holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of worker needed to perform the work under the contract. Copies of the prevailing rate of per diem wages are on file at the City's Purchasing Division office, which shall be made available to any interested party on request.
 30. By accepting this purchase order, you are acknowledging that it was created in accordance with city purchasing ordinance and state law.