

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

AGREEMENT

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3 THIS AGREEMENT is made and entered, in duplicate, as of August 12,
4 2009, for reference purposes only, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting on July 7, 2009, by and between ALTA
6 PLANNING + DESIGN, INC., a California corporation ("Consultant"), with a place of
7 business at 711 SE Grand Avenue, Portland, Oregon 97214, and the CITY OF LONG
8 BEACH, a municipal corporation ("City").

9 WHEREAS, City has received grant funding from the California Department
10 of Transportation to develop and implement the Metro Line Bicycle and Pedestrian
11 Access Plan ("Project"), subject to the terms and conditions of Fund Transfer Agreement
12 (FTA No. 74A0437) attached hereto as Attachment "1" and incorporated by this
13 reference; and

14 WHEREAS, City requires specialized services requiring unique skills to be
15 performed in connection with the Project; and

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

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

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

25 1. SCOPE OF WORK OR SERVICES.

26 A. Consultant shall furnish specialized services more particularly
27 described in Exhibit "A", attached to this Agreement and incorporated by this
28 reference, and in accordance with the standards of the profession and all

1 applicable requirements of Fund Transfer Agreement (FTA No. 74A0437) and any
2 amendments thereto. City shall pay for these services in the manner described
3 below, not to exceed One Hundred Four Thousand Six Hundred Ninety-Five
4 Dollars (\$104,695.00), at the rates or charges shown in Exhibit "A".

5 B. 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 C. 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
14 with 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 D. 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 E. 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 City.

1 2. TERM. The term of this Agreement shall commence at midnight on
2 July 7, 2009, and shall terminate at 11:59 p.m. on February 28, 2011, unless sooner
3 terminated as provided in this Agreement, or unless the services or the Project is
4 completed sooner.

5 3. COORDINATION AND ORGANIZATION.

6 A. Consultant shall coordinate its performance with City's
7 representative, if any, named in Exhibit "B", 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
11 the Project. City shall furnish to Consultant information or materials, if any,
12 described in Exhibit "C", attached to this Agreement and incorporated by this
13 reference, and 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, Matt Benjamin. City shall have the right to approve any person
17 proposed 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
22 services to be performed for others during this Agreement; provided, however, that
23 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
24 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from
25 Consultant's compensation; (b) City will not secure workers' compensation or pay
26 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide
27 and Consultant is not entitled to any of the usual and customary rights, benefits or
28 privileges of City employees. Consultant expressly warrants that neither Consultant nor

1 any of Consultant's employees or agents shall represent themselves to be employees or
2 agents of City.

3 5. INSURANCE.

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

11 (a) Commercial general liability insurance (equivalent in scope to
12 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
13 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
14 coverage shall include but not be limited to broad form contractual liability,
15 cross liability, independent contractors liability, and products and
16 completed operations liability. City, its boards and commissions, and their
17 officials, employees and agents shall be named as additional insureds by
18 endorsement (on City's endorsement form or on an endorsement
19 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
20 this insurance shall contain no special limitations on the scope of
21 protection given to 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
13 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
14 days prior written notice to City, shall be primary and not contributing to any other
15 insurance or self-insurance maintained by City, and shall be endorsed to state that
16 coverage maintained by City shall be excess to and shall not contribute to
17 insurance or self-insurance maintained by Consultant. Consultant shall notify City
18 in writing within five (5) days after any insurance has been voided by the insurer or
19 cancelled by the 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 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 that 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
3 City certificates of insurance and the endorsements for approval as to sufficiency
4 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of
5 the insurance, furnish to City certificates of insurance and endorsements
6 evidencing renewal of the insurance. City reserves the right to require complete
7 certified copies of all policies of Consultant and Consultant's subconsultants and
8 contractors, at any time. Consultant shall make available to City's Risk Manager
9 or designee all books, records and other information relating to this insurance,
10 during normal business 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
13 more frequently than once a year, City's Risk Manager or designee may require
14 that Consultant, Consultant's subconsultants and contractors change the amount,
15 scope or types of coverages required in this Section if, in his or her sole opinion,
16 the amount, scope or types of coverages are not adequate.

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

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

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

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

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

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

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 notice to the other party. In the event of termination under this Section, City shall
4 pay Consultant for services satisfactorily performed and costs incurred up to the effective
5 date of termination for which Consultant has not been previously paid. The procedures
6 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
7 termination, Consultant shall deliver to City all Data developed or accumulated in the
8 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 City.

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

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

26 13. ADDITIONAL COSTS AND REDESIGN.

27 A. Any costs incurred by City due to Consultant's failure to meet
28 the standards required by the scope of work or Consultant's failure to perform fully

1 the tasks described in the scope of work which, in either case, causes City to
2 request that Consultant perform again all or part of the Scope of Work shall be at
3 the sole cost of Consultant and City shall not pay any additional compensation to
4 Consultant for its re-performance.

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

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

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

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

25 17. INDEMNITY. Consultant shall, with respect to services performed in
26 connection with this Agreement, indemnify and hold harmless City, its Boards,
27 Commissions, and their officials, employees and agents (collectively in this Section,
28 "City") from and against any and all liability, claims, allegations, demands, damage, loss,

1 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,
2 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")
3 arising, directly or indirectly, in whole or in part, out of any negligent act or omission of
4 Consultant, its officers, employees, agents, sub-consultants or anyone under
5 Consultant's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor,
6 misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of
7 Indemnitor relating in any way to workers' compensation. Independent of the duty to
8 indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend
9 City and shall continue this defense until the Claim is resolved, whether by settlement,
10 judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on
11 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall
12 notify City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any
13 Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant at
14 Consultant's sole expense, as may be reasonably requested, in the defense.

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

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

20 20. NONDISCRIMINATION.

21 A. In connection with performance of this Agreement and subject
22 to applicable rules and regulations, Consultant shall not discriminate against any
23 employee or applicant for employment because of race, religion, national origin,
24 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
25 disability. Consultant shall ensure that applicants are employed, and that
26 employees are treated during their employment, without regard to these bases.
27 These actions shall include, but not be limited to, the following: employment,
28 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or

1 termination; rates of pay or other forms of compensation; and selection for training,
2 including apprenticeship.

3 B. It is the policy of City to encourage the participation of
4 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
5 procurement process, and Consultant agrees to use its best efforts to carry out
6 this policy in its use of subconsultants and contractors to the fullest extent
7 consistent with the efficient performance of this Agreement. Consultant may rely
8 on written representations by subconsultants and contractors regarding their
9 status. City's policy is attached as Exhibit "D" to this Agreement. Consultant shall
10 report to City in May and in December or, in the case of short-term agreements,
11 prior to invoicing for final payment, the names of all subconsultants and
12 contractors hired by Consultant for this Project and information on whether or not
13 they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
14 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

15 21. NOTICES. Any notice or approval required by this Agreement shall
16 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
17 postage prepaid, addressed to Consultant at the address first stated above, and to City at
18 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
19 copy to the City Engineer at the same address. Notice of change of address shall be
20 given in the same manner as stated for other notices. Notice shall be deemed given on
21 the date deposited in the mail or on the date personal delivery is made, whichever occurs
22 first.

23 22. COPYRIGHTS AND PATENT RIGHTS.

24 A. Consultant shall place the following copyright protection on all
25 Data: © City of Long Beach, California ____, inserting the appropriate year.

26 B. City reserves the exclusive right to seek and obtain a patent
27 or copyright registration on any Data or other result arising from Consultant's
28 performance of this Agreement. By executing this Agreement, Consultant assigns

1 any ownership interest Consultant may have in the Data to City.

2 C. Consultant warrants that the Data does not violate or infringe
3 any patent, copyright, trade secret or other proprietary right of any other party.
4 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
5 and employees harmless from any and all claims, demands, damages, loss,
6 liability, causes of action, costs or expenses (including reasonable attorney's fees)
7 whether or not reduced to judgment, arising from any breach or alleged breach of
8 this warranty.

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

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

22 25. CONTINUATION. Termination or expiration of this Agreement shall
23 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
24 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

25 26. TAX REPORTING. As required by federal and state law, City is
26 obligated to and will report the payment of compensation to Consultant on Form 1099-
27 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
28 resulting from payments under this Agreement. Consultant's Employer Identification

1 Number is [REDACTED] If Consultant has a Social Security Number rather than an
2 Employer Identification Number, then Consultant shall submit that Social Security
3 Number in writing to City's Accounts Payable, Department of Financial Management.
4 Consultant acknowledges and agrees that City has no obligation to pay Consultant until
5 Consultant provides one of these numbers.

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

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

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


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

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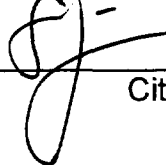
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

ALTA PLANNING + DESIGN, INC., a California corporation

By , 2009
President
M. BIRK
Type or Print Name

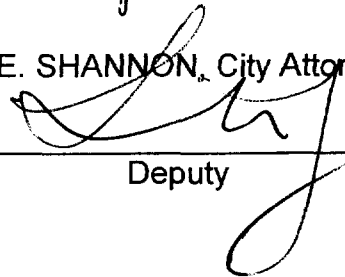
By _____, 2009
Secretary
Type or Print Name

"Consultant"
CITY OF LONG BEACH, a municipal corporation

9.21, 2009
By  Assistant City Manager
City Manager
"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on September 10, 2009.

ROBERT E. SHANNON, City Attorney
By 
Deputy

ATTACHMENT “1”

31073

FUND TRANSFER AGREEMENT

THIS FUND TRANSFER AGREEMENT (FTA), IS ENTERED INTO EFFECTIVE ON March 11, 2009, between the State of California, acting by and through its Department of Transportation, referred to herein as DEPARTMENT, and the City of Long Beach, hereinafter referred to as AGENCY.

RECITALS

1. DEPARTMENT and AGENCY, pursuant to Streets and Highways Code section 114 (b), are authorized to enter in this FTA pertaining to State funding committed for Transportation studies and planning within the regional area under the jurisdiction of AGENCY.
2. AGENCY has agreed to implement the Metro Line Bicycle and Pedestrian Access Plan, hereinafter the Project, subject to the terms and conditions of this FTA. The Project Description (Scope of Work and Cost Estimate) is attached hereto as Attachment III.
3. The resolution authorizing AGENCY to execute this FTA pertaining to above described Project is attached hereto as Attachment II.
4. All services performed by AGENCY pursuant to this FTA are intended to be performed in accordance with all applicable Federal, State, and AGENCY laws, ordinances, regulations; DEPARTMENT's encroachment permits; and DEPARTMENT'S published manuals, policies, and procedures.
5. Project funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
SHA	State	\$84,600.00

6. This FTA is exempt from legal review and approval by the Department of General Services, pursuant to Public Contract Code section 10295.

SECTION I

AGENCY AGREES:

To timely and satisfactorily complete all Project Work described in Attachment III.

SECTION II

DEPARTMENT AGREES:

DEPARTMENT agrees that when conducting an audit of the costs claimed by AGENCY under the provisions of this FTA, DEPARTMENT will rely to the maximum extent possible on any prior audit of AGENCY performed pursuant to the provisions of applicable State and Federal laws.

SECTION III

IT IS MUTUALLY AGREED:

In consideration of the foregoing and the mutual promises of the parties hereto, **AGENCY** and **DEPARTMENT** agree as follows:

1. Notification of Parties

- a. **AGENCY's** Project Manager is Sumire Gant, (562) 570-6618.
- b. **DEPARTMENT's** Contract Manager is Fernando D. Castro, (213) 897-1905.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Long Beach
Attention: Sumire Gant
333 W. Ocean Blvd., 10th Floor
Long Beach, CA 90802

California Department of Transportation
D7/Community Planning
Attention: Fernando D. Castro
100 Main Street
Los Angeles, CA 90012

2. Period of Performance

Reimbursable work under this FTA shall begin no earlier than on March 11, 2009, contingent upon approval of this FTA by **DEPARTMENT**, and will terminate on February 28, 2011.

3. Changes in Terms/Amendment

This FTA may only be amended or modified by mutual written agreement of the parties.

4. Termination

This FTA may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination by said notice, funds reimbursed to **AGENCY** will include all allowable authorized non-cancelable obligations and prior costs incurred.

5. Cost Limitation

- a. The total amount reimbursable to **AGENCY** pursuant to this FTA by **DEPARTMENT** shall not exceed \$84,600.00.
- b. It is agreed and understood that this FTA fund limit is an estimate and that **DEPARTMENT** will only reimburse the cost of services actually rendered as authorized by the **DEPARTMENT** Contract Manager at or below that fund limitation established hereinabove.

6. **Allowable Costs**

- a. The method of payment for this FTA will be based on actual allowable costs. **DEPARTMENT** will reimburse **AGENCY** for expended actual allowable direct and indirect costs, including, but not limited to labor costs, employee benefits, and travel (overhead is reimbursable only if the **AGENCY** has an approved indirect cost allocation plan) and contracted consultant services costs incurred by **AGENCY** in performance of the Project work, not to exceed the cost reimbursement limitation set forth in 5.a, above. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in Attachment III without prior written agreement between **DEPARTMENT** and **AGENCY**.
- b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in the performance of the Project work. **AGENCY** must not only have incurred the expenditures on or after the Effective Date of this FTA and before the Termination Date, but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its contractors, its subcontractors, and/or its subrecipients, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process.
- d. **DEPARTMENT** will reimburse **AGENCY** for all allowable Project costs no more frequently than monthly in arrears as promptly as **DEPARTMENT** fiscal procedures permit upon receipt of itemized signed invoices in triplicate. Invoices shall reference this FTA Number and shall be signed and submitted to the Contract Manager at the following address:

California Department of Transportation
D7/Community Planning
Attention: Fernando D. Castro
100 Main Street
Los Angeles, CA 90012
- e. Invoices shall include the following information:
 1. Names of the **AGENCY** personnel performing work
 2. Dates and times of service
 3. Locations of service

7. **Reports**

- a. **AGENCY** shall submit written progress reports with each set of invoices to allow the **DEPARTMENT**'s Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- b. Any document or written report prepared as a requirement of this FTA shall contain, in a separate section preceding the main body of the document, the

number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports.

- c. **AGENCY** will provide five (5) copies and one (1) electronic version of the final written report to the **DEPARTMENT's** Contract Manager.

8. Local Match Funds

- a. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the start date and prior to the termination date of this FTA, unless expressly permitted as local match expenditures made prior to the effective date of this FTA pursuant to Government Code section 14529.17 or by prior executed SB 2800 FTA for Local Match Fund Credit.
- b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds (other than state or federal funds), if any is specified within this FTA or in any Attachment hereto, toward the actual cost of the services described in Attachment III or the amount, if any described in an executed SB 2800 (Streets and Highways Code section 164.53) agreement for local match fund credit, whichever is greater. **AGENCY** shall contribute not less than its required match amount toward the services described herein on a proportional monthly or quarterly basis coinciding with its usual invoicing frequency.

9. Cost Principles

- a. **AGENCY** agrees to comply with Office of Management and Budget Circular A-87, Cost Principles for State, Local and Tribal Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- b. **AGENCY** agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Project funds as a contractor, subcontractor, or sub-grantee under this FTA shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by **AGENCY** to **DEPARTMENT**. Should **AGENCY** fail to reimburse moneys due **DEPARTMENT** within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the Parties hereto, **DEPARTMENT** is authorized to intercept and withhold future payments due **AGENCY** from **DEPARTMENT** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. **AGENCY** agrees to include Project in the schedule of projects to be examined in **AGENCY's** annual audit and in the schedule of projects to be examined under

any single audit prepared in accordance with Office of Management and Budget Circular A-133.

- e. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must prepare and submit annually to **DEPARTMENT** an indirect cost rate proposal and a central service costs allocation plan (if any) in accordance with Office of Management and Budget Circular A-87 and Local Program Procedures Manual (LLP 04-10).

10. Americans with Disabilities Act

By signing this FTA, **AGENCY** assures **DEPARTMENT** that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

11. Indemnification

- a. Nothing in the provisions of this FTA is intended to create duties or obligations to or rights in third parties to this FTA or affect the legal liability of either party to the FTA by imposing any standard of care with respect to the development, design, operation, maintenance and repair of State Highways and **AGENCY** facilities different from the standard of care imposed by law.
- b. Neither **DEPARTMENT** nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by **AGENCY** under or in connection with any work, authority or conduct conferred upon **AGENCY** under this Agreement. It is understood and agreed that, **AGENCY** shall fully defend, indemnify and save harmless **DEPARTMENT** and all of its officers and employees from all claims, suits or actions of every name, kind and description arising out of this Agreement, including but not limited to, any tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY** under or in connection with any work, authority or conduct delegated to **AGENCY** under this Agreement.

12. Non-Discrimination

- a. During the performance of this FTA, **AGENCY** and all of its subcontractors and its subrecipients, if any, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. **AGENCY**, its subcontractors, and subrecipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **AGENCY**, its subcontractors and subrecipients shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this FTA by this reference and are made a part hereof as if set

forth in full. **AGENCY**, its subcontractors, and sub-recipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other collective bargaining agreements in place.

- b. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this FTA.

13. Funding Requirements

- a. It is mutually understood between the parties that this FTA may have been written for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the FTA was executed only after ascertaining the availability of a congressional or legislative appropriation of funds.
- b. This FTA is valid and enforceable only if sufficient funds are made available to **DEPARTMENT** by the United States Government and/or the California State Legislature for the purpose of this Project. In addition, this FTA is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this FTA in any manner.
- c. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program and Project, this FTA shall be amended to reflect any reduction in funds.
- d. **DEPARTMENT** has the option to void this FTA under the thirty (30) day termination clause or to amend this FTA to reflect any reduction of funds. In the event of an unscheduled termination, the **DEPARTMENT** Contract Manager may reimburse allowable **AGENCY** costs in accordance with the provisions of Article 4 of this Section III.

14. Records Retention

- a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this FTA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **DEPARTMENT**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors and sub-recipients upon receipt of any request made by **DEPARTMENT** or its agents. In conducting an audit of the costs and match credits claimed under this FTA, **DEPARTMENT** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by **AGENCY**'s external and internal auditors may be relied upon and used by **DEPARTMENT** when planning and conducting additional audits.

- b. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of AGENCY's contracts with third parties pursuant to Government Code section 8546.7, AGENCY, AGENCY's contractors, subcontractors, and sub-recipients and DEPARTMENT shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three years from the date of final payment to AGENCY under this FTA. DEPARTMENT, the California State Auditor, or any duly authorized representative of DEPARTMENT or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and AGENCY shall furnish copies thereof if requested.
- c. AGENCY, its contractors, subcontractors, and sub-recipients will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by DEPARTMENT, for the purpose of any investigation to ascertain compliance with this FTA.

15. **Disputes**

- a. Any dispute concerning a question of fact arising under this FTA that is not disposed of by agreement shall be decided by the DEPARTMENT Contract Officer, who may consider any written or verbal evidence submitted by AGENCY.
- b. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse AGENCY from full and timely performance in accordance with the terms of the FTA.

16. **Subcontractors**

AGENCY shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without prior written authorization by DEPARTMENT's Contract Manager unless expressly included (subcontractor identified) in Attachment III as part of the identified Project work. Any subcontract in excess of \$25,000 entered into as a result of this FTA shall contain all the provisions stipulated in this FTA to be applicable to AGENCY's subcontractors.

17. **Third Party Contracting**

- a. AGENCY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this FTA without the prior written approval of DEPARTMENT. Contracts awarded by AGENCY, if intended as local match credit, must meet the requirements set forth in this FTA regarding local match funds.
- b. Any subcontract entered into by AGENCY as a result of this FTA shall mandate that travel and per diem reimbursements and third-party contract

reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.

- c. If local match is a requirement of these funds, **AGENCY** must ensure that local match funds used for the Project meet the requirements outlined in this FTA in the same manner as is required of all other Project expenditures.
- d. In addition to the above, the preaward requirements of third party contractor/consultants with local agencies must be consistent with Local Program Procedures (LPP 00-05).

18. Disabled Veterans Business Enterprise

- a. Should Military and Veterans Code sections 999 *et seq.* be applicable to **AGENCY**, **AGENCY** will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or **AGENCY**'s applicable higher goals) in the award of every contract for Project work to be performed under this FTA.
- b. **AGENCY** shall have the sole duty and authority under this FTA and each amendment to determine whether these referenced DVBE code sections are applicable to **AGENCY** and, if so, whether good faith efforts asserted by those contractors of **AGENCY** were sufficient as outlined in Military and Veterans Code sections 999 *et seq.*

19. Drug-Free Workplace Certification

By signing this FTA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 *et seq.*) and will provide a drug-free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b) to inform employees about all of the following:
 - 1. the dangers of drug abuse in the workplace,
 - 2. the person's or organization's policy of maintaining a drug-free workplace,
 - 3. any available counseling, rehabilitation, and employee assistance programs, and
 - 4. penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - 1. will receive a copy of the company's drug-free policy statement, and

2. will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under this FTA or termination of this FTA or both, and AGENCY may be ineligible for the award of any future state contracts if DEPARTMENT determines that any of the following has occurred: (1) AGENCY has made a false certification or, (2) AGENCY violates the certification by failing to carry out the requirements as noted above.

20. Relationship of Parties

It is expressly understood that this FTA is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

21. Equipment Purchase (By AGENCY)

- a. Prior authorization in writing by the DEPARTMENT Contract Manager shall be required before AGENCY enters into any non-budgeted purchase order or subagreement exceeding \$500 for supplies, equipment, or consultant services. AGENCY shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For the purchase of any item, service or consulting work not covered in the attached Project Description (Attachment III) and exceeding \$500, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified, and prior authorization must be obtained from the DEPARTMENT's Contract Manager.
- c. Any equipment purchased as a result of this FTA is subject to the following: AGENCY shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this FTA. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (in accordance with established DEPARTMENT procedures for its purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one (1) year or more and an approximate unit price of \$5,000 or more. In addition, theft-sensitive items of equipment costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to DEPARTMENT upon request by DEPARTMENT.
- d. At the conclusion of the FTA, or if the FTA is terminated, AGENCY may either keep the equipment and credit DEPARTMENT in an amount equal to its fair market value or sell such equipment at the best price obtainable at a public or private sale in accordance with established DEPARTMENT procedures and credit DEPARTMENT in an amount equal to the sales price. If AGENCY elects to keep the equipment, fair market value shall be determined, at AGENCY expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to DEPARTMENT and AGENCY. If AGENCY is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by DEPARTMENT.

- e. CFR 49, Part 18.32 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the Project.
- f. Any subagreement entered into as a result of this FTA shall contain all of the provisions of this Article.

22. Disabled Access Review

Disabled access review by the Department of General Services (Office of State Architect) is required for the construction of all publicly funded buildings, structures, sidewalks, curbs and related facilities. No construction contract will be awarded by AGENCY for a Project facility unless AGENCY plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Administrative Code and the Americans with Disabilities Act (42 USC 12101, et. seq.).

23. Fire Marshal Review

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any DEPARTMENT owned or DEPARTMENT occupied buildings per section 13108 of the Health and Safety Code. When applicable, AGENCY must assure that any relevant Project plans meet the standards of the State Fire Marshal to ensure consistency with California facility fire protection standards.

24. Environmental Clearance

Environmental clearance of Project by AGENCY and/or DEPARTMENT is required prior to requesting funds for right of way purchase or construction. No department or agency shall request funds nor shall any department/agency board or commission authorize expenditures of funds for any project, except feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied by an environmental impact report per California Public Resources Code section 21102. The California Environmental Quality Act (CEQA), in California Public Resources Code section 21080(b)(10), does provide an exemption for rail projects which institute or increase passenger or commuter services on rail or highway rights-of-way already in use.

25. Labor Code Compliance: Prevailing Wages

If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" that constitutes construction, alteration, demolition, installation, repair or maintenance, AGENCY must conform to the provisions of Labor Code sections 1720 through 1815, all applicable regulations, and coverage determinations issued by the Director of Industrial Relations. AGENCY agrees to include prevailing wage requirements in its contracts for public work. Work performed by AGENCY's own forces is exempt from the Labor Code's prevailing wage requirements.

26. Prevailing Wage Requirements in Subcontracts

AGENCY shall require its contractors and subcontractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code section 1720(a)(1). Subcontracts shall include all prevailing wage requirements set forth in AGENCY's contracts.

27. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
1. Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **DEPARTMENT** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 2. Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 3. Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 4. Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 5. Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 6. Notify the Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 7. Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. To use the State-owned data only for State purposes under this FTA.
- c. To not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). Reference State Administrative Manual section 4841.2(e)(6)

28. Project Close Out

The FTA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the FTA expires. **AGENCY** has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to **DEPARTMENT** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by that sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

ATTACHMENTS:

The following attachments are incorporated into and are made a part of this FTA by this reference and attachment.

- I. Accounting & Audit Guidelines
- II. AGENCY Resolution
- III. Scope of Work, Schedule, and Costs

IN WITNESS WHEREOF, the parties hereto have executed this FTA on the day and year first herein above written:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: Janet Omato
for Patricia Gamoning
Title: Contract Officer
Date: 3/12/09

CITY OF LONG BEACH

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

By: SUCW
Title: City Manager
Date: 3.3.09

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

March 3, 20 09
ROBERT E. SHANNON, City Attorney

By: Linda Trang
LINDA TRANG
DEPUTY CITY ATTORNEY

ATTACHMENT I

ACCOUNTING & AUDIT GUIDELINES FOR AGREEMENTS WITH DEPARTMENT

INTRODUCTION

The purpose of this information is to outline for you, a potential contractor with the California State Department of Transportation (DEPARTMENT), and the basic elements of an adequate accounting system, and the types and objectives of audits that will be performed in relation to your contract. In order to successfully compete for a contract and meet the audit requirements, a contractor (whether a prime or subcontractor) must have a system of record keeping and internal control. Although a specific cost accounting system is not required, a contractor needs a system, which will assure compliance with the terms of the agreement. A preaward audit will be performed to assure you meet these requirements prior to contract execution. If your system is deficient, the contract will not be executed.

DEPARTMENT reimburses, through your overhead rate, the costs attributable to establishing and maintaining a cost accounting system.

Staff time and other costs related to an audit performed of your contract are also normally reimbursed through your overhead rate.

ACCOUNTING SYSTEM

Contractors (whether a prime or subcontractor) planning to contract with DEPARTMENT must have an accounting system which meets the following objectives:

- The ability to record and report financial data in accordance with generally accepted accounting principles.
- A system of record keeping to ensure that costs billed to DEPARTMENT are:
 - a. Supported by adequate documentation.
 - b. In compliance with the terms of the contract and applicable Federal and State regulations specified in the contract.
- A system of record keeping which ideally includes the following:
 - a. A General Ledger
 - b. Job cost ledger
 - c. Labor distributions
 - d. Time records
 - e. Subsidiary journals
 - f. Chart of accounts

g. Financial statements

- The ability to accumulate and segregate reasonable, allocable (incurred solely for a project) and allowable (per terms of the contract) costs through the use of a cost accounting system. The following are some of the attributes which would ideally be found in such a system:
 - a. A chart of accounts which includes indirect and direct general ledger accounts. Indirect costs are not specifically identified to a project, for example, rent and/or utilities. Direct costs are specifically identified with a project, for example, drafting hours and/or design hours.
 - b. Segregation of costs by contract, category of cost and milestones (if applicable).
 - c. Proper recording of direct and indirect costs. For example, recording of labor costs should provide that non-project indirect hours be recorded on a timesheet and in the accounting records to an administration, vacation, sick leave or other indirect cost account/code. Direct project hours should be recorded on a timesheet and in the accounting records to a direct project cost account/code.
 - d. Consistent accounting treatment of costs in recording and reporting. For example, if travel expense is charged directly to a project, all travel expense incurred on any project should be considered a direct cost. As a result, project related travel, whether reimbursable per the contract terms or not, should not be included as an indirect cost.
 - e. Ability to trace from invoices submitted to DEPARTMENT to job cost records and original, approved source documents, for example, timesheets, vendor invoices, canceled checks.
 - f. Ability to reconcile job cost records to the accounting records.
- Compliance with cost principles described in the Code of Federal Regulations 48, Federal Acquisition Regulations System (FAR), Chapter 1, Part 31. Information on how to obtain this regulation is described under "Audit Criteria" in this brochure.
- Procedures to monitor and adjust projected overhead rates to actual rates.
- Controls to ensure that written approval is obtained prior to any changes to the contract.
- Procedures to retain accounting records and source documentation as required by the terms of the contract.
- A system of internal control which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported, and corrected. The elements of a system of internal control should include, but not be limited to, the following:
 - a. Separation of duties for proper protection of assets. Incompatible duties are those that place any person in a position to both perpetrate and conceal errors or irregularities in the normal course of business. For example, the person who writes checks should be different from the person who reconciles bank statements and the person who purchases goods should be different from the person who receives goods.

- b. Limiting access to assets to only authorized personnel who require these assets in the performance of their assigned duties. For example, blank check stock should be locked in a safe when not in use.
- c. Authorization and record keeping procedures which provide effective accounting control over assets, liabilities, revenues, and expenditures.
- d. A system of practices to be followed in the performance of duties and functions. Such a system normally includes policies and procedures which establish the purpose and requirements of the accounting system. For example, timekeeping practices should ideally provide for the following:
 - Timesheets be prepared, signed, and dated by all employees.
 - Timesheets be completed in non-erasable ink.
 - Timesheet corrections be crossed-out and initialed by the employee.
 - Timesheets be signed by a supervisor as reviewed and retained on file as required by the contract.
- e. Personnel with skills and training commensurate with their responsibilities.
- f. A system of internal review. For example, bank reconciliations and travel expense claims should be reviewed approved and signed by a supervisor.

AUDITS

Contractors, whether a prime or subcontractor, performing under a negotiated contract with DEPARTMENT are subject to the following audits:

PREAWARD AUDITS

Prior to the award of a contract, the DEPARTMENT Audits and Investigations will conduct a preaward audit to determine if the contractor's accounting system is adequate to accumulate and segregate costs as detailed in the previous section and to determine if the proposed costs are reasonable. The audit alerts both the contractor and DEPARTMENT management to problems relative to the contractor's cost proposal and cost accounting system. Due to time constraints in the award process, your cooperation in scheduling the preaward audit with short notice will expedite the execution of your contract.

INTERIM AUDITS

Interim audits are performed on an as needed basis. During the preaward audit, if it is determined that the contractor's accounting system is new or minor deficiencies are noted, an interim audit is scheduled to determine that the system is functioning adequately to ensure that billed costs are supported and that any deficiencies were corrected. An interim audit may be requested by the contract administrator or by DEPARTMENT management to address concerns during the course of the contract. Also, an audit manager may initiate an interim audit of a long duration contract to ensure that costs reimbursed to date are allowable.

POST AUDITS

Post audits of contracts are performed routinely after project completion. Post audits are performed to determine whether the costs claimed are allowable, allocable, reasonable, and in compliance with the Federal and State laws and regulations as well as the fiscal provisions

stipulated in the contract. The examination includes reviews of applicable laws and regulations, the contract requirements and the contractor's internal controls systems. Audit tests of the contractor's accounting records and other auditing procedures considered necessary will also be performed. Applications of all audit procedures would also be governed by the individual contract under audit. Unsupported or unallowable costs are normally the result of weaknesses in the accounting system and will be reimbursed to DEPARTMENT.

To provide contractors with a procedure for obtaining prompt and equitable resolution to a dispute arising from a post-audit of a non-highway construction cost reimbursement contract, DEPARTMENT has established an Audit Review Committee (ARC). Information explaining the ARC should be found in your contract and/or as an attachment to the post-audit report.

AUDIT CRITERIA

For specific information regarding basic cost accounting systems and applicable State and Federal regulations, please see the following:

Code of Federal Regulations 48, Federal Acquisition Regulations System, Chapter 1, Part 31

This regulation contains cost principles and procedures for the pricing of contracts/subcontracts and the determination, negotiation, or allowance of costs. Contact:

Superintendent of Documents
Government Printing Office
Washington, DC 20402

Washington D.C. (202) 783-3238
San Francisco (415) 512-2770
Los Angeles (213) 239-9844

California State Administrative Manual

A reference source for statewide policies, procedures, regulations, and information. Contact:

Office of State Publishing
Department of General Services
(916) 445-2295

For review of the above references, contact your local library or the California State Library.

California State Library/Library and Courts Building
914 Capitol Mall
P. O. Box 942837
Sacramento, CA 94237-0001
Information: (916) 654-0261

For assistance in establishing an accounting system which will meet the objectives outlined in this brochure, you should contact an accountant and/or bookkeeper who is familiar with cost accounting systems.

DEPARTMENT is an affirmative action employer. Equal opportunity is offered to all regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation, age or sexual orientation. Contractors that contract with DEPARTMENT are responsible for taking necessary and reasonable steps to achieve these same goals.

RESOLUTION NO. RES-07-0097

1
2
3 A RESOLUTION OF THE CITY COUNCIL OF THE
4 CITY OF LONG BEACH AUTHORIZING THE CITY
5 MANAGER TO EXECUTE ALL MASTER AGREEMENTS,
6 PROGRAM SUPPLEMENTAL AGREEMENTS, FUND
7 EXCHANGE AGREEMENTS, FUND TRANSFER
8 AGREEMENTS, AND ANY AMENDMENTS THERETO,
9 WITH THE CALIFORNIA DEPARTMENT OF
10 TRANSPORTATION

11
12 WHEREAS, the California Department of Transportation ("Caltrans") is the
13 administrator of state and federal funds that flow to cities; and

14 WHEREAS, acceptance and expenditure of state and federal funds
15 generally requires the execution of a master agreement covering the City as a whole, as
16 well as program and funding agreements specific to projects;

17 NOW, THEREFORE, the City Council of the City of Long Beach resolves as
18 follows:

19 Section 1. The above recitals are true and correct and are incorporated
20 herein by this reference.

21 Section 2. The City is eligible to receive Federal and/or State funding for
22 certain transportation projects through Caltrans.

23 Section 3. Master agreements, program supplemental agreements, fund
24 exchange agreements and/or fund transfer agreements need to be executed with
25 Caltrans before such funds can be claimed.

26 Section 4. The City Manager of the City of Long Beach is hereby
27 authorized to execute these agreements and any amendments thereto.

28 ///

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

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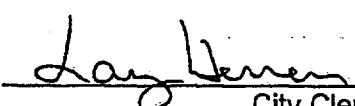
Section 5. This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting this resolution.

I hereby certify that the foregoing resolution was adopted by the City Council of the City of Long Beach at its meeting of July 10, 2007 by the following vote:

Ayes: Councilmembers: B. Lowenthal, S. Lowenthal, DeLong,
O'Donnell, Schipske, Andrews,
Reyes Uranga, Gabelich, Lerch.

Noes: Councilmembers: None.

Absent: Councilmembers: None.



City Clerk

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

Scope of Work

Task 1: Neighborhood Station Access Audits

Stakeholders, such as city elected officials and departments, neighborhood associations, business organizations, regional attractions/destinations, community based organizations, Metro, Long Beach Transit and others will be identified in this task. City/Consultant will visit the meetings of three stakeholder groups per transit station to introduce the project and invite members to participate in the planning process. Volunteers will be trained in how to conduct the station access audits. Eight on-site audits will be conducted on foot and by bicycle of the surrounding neighborhoods to identify deficiencies in the conditions for accessing transit by pedestrians and bicyclists. Four stations on the downtown loop will be studied as one task given their close proximity and overlap, however each station will be audited individually. The Anaheim and PCH Stations will also be studied as one task given their commonality, although a separate plan will be developed for each station. An expanded audit will be conducted in the downtown loop area with specific emphasis on the Transit Mall, which connects to the Long Beach Bike Station, and is the area of highest density, transit opportunities and diversity. The downtown transit stops also are high origin and destination stations for commuters, residents, visitors and tourists. Special attention will be given to residential neighborhoods surrounding each transit station to encourage non-motorized transit connections. Pedestrian and bicycle routes and opportunities in all directions will be evaluated. Safety, lighting, intersection details, sidewalks, streetscapes and signage will be analyzed on approaches to transit as well as conditions at the stations sites themselves. A list of audit findings and supporting documentation will be developed for each transit hub, and provided in written and electronic formats. These findings will be presented at Stakeholder Meetings and will be used as the foundation for each Bicycle and Pedestrian Concept Access Plan.

Fund source: Grant & Match

Budget: \$20,500

Task 1.1	Outreach to Stakeholder Groups (12)	\$6,000
Task 1.2	Train Volunteers to conduct Audits	\$1,000
AUDITS:		
Task 1.2	Four stations on the Downtown Loop	\$7,000
Task 1.3	Anaheim and PCH Stations	\$3,500
Task 1.4	Willow Station	\$2,000
Task 1.5	Wardlow Station	\$2,000

Task 1 Deliverables	Responsible Party	Documentation
Identify Stakeholders	City/Consultant/ Community Advisory Group	Identify and list stakeholder groups for each transit hub
Outreach to Stakeholders to participate in neighborhood audits and planned stakeholder meetings in Task 2	Consultant/ Community Advisory Group	Schedule and attend top twelve stakeholder group meetings (3 per station)
Conduct training of volunteers from stakeholder groups to participate in the station audits	Consultant/City	Training to teach
Conduct on-site neighborhood audits for a 1/2-mile radius around 8 transit stations	City/Consultant/ CA Group/ Stakeholders	Audit work sheet and station area maps
	All	Photos of existing conditions
	Consultant	Transit connections
	Consultant	Ridership information
	Consultant	Key observations
	Consultant	Draft recommendations
	City/Community Advisory Group	Review and comment on Draft
	Consultant	Revise draft based on comments

Task 2: Stakeholder Priority Needs Assessment Meetings

All stakeholders will be invited to a stakeholder priority needs assessment meeting for each transit station (eight meetings total). Meetings for the downtown loop will be grouped by time and interest due because of the overlapping areas and diverse publics are served (e.g. day time meetings for regional attractors, office, retail, cultural centers, business organizations and evenings meetings for commuters, residents, schools organizations also based on geography). A project overview and findings from the on-site audits will be prepared and presented by the consultant & community teams that participated in the station audits. Discussions will be held to obtain feedback and observations from Stakeholders for incorporation into next task, and to prioritize needs for improvement within each geographic neighborhood area. Minutes will be prepared by the consultant and provided in written and electronic format.

Fund source: Grant & Match

Budget: \$12,000

Task 2.1	Four Stations on the Downtown Loop (4)	\$6,000
Task 2.2	Anaheim and PCH Stations (2)	\$3,000
Task 2.3	Willow Station	\$1,500
Task 2.4	Wardlow Station	\$1,500

Task 2 Deliverables	Responsible Party	Documentation
8 stakeholder priority needs assessment meetings	Consultant	Prepare meeting presentation & handouts
	Consultant	Conduct 8 Stakeholder Meetings
	Consultant	8 sets of meeting minutes and improvement priorities

Task 3: Draft Concept Neighborhood Station Access Plan Maps

Following the Stakeholder Meetings, draft Concept Neighborhood Station Access Plan Maps and proposed improvements will be prepared for each of the four transit hubs and hub groupings. Recommendations will include, but are not limited to, on-street, intersection, sidewalk, safety, lighting, streetscape and bicycle parking improvements. Specific changes that will provide the greatest increase in bicycling and walking will be recommended for each locale and prioritized based on input of the stakeholders. The deliverables will be provided in print and electronic formats.

Fund source: Grant & Match
Budget: \$9,500

Task 3.1	Downtown Loop Stations	\$4,000
Task 3.2	Anaheim and PCH Stations	\$2,500
Task 3.3	Willow Station	\$1,500
Task 3.4	Wardlow Station	\$1,500

Task 3 Deliverables	Responsible Party	Documentation
4 Draft neighborhood access plan maps	Consultant	Maps showing proposed improvements
	City/Community Advisory Group	Review and comment on draft plan
	Consultant	Revise and reproduce for Task 4
	City	Upload draft to website

Task 4: On Site Tri-lingual Pedestrian and Bicyclist Interviews at Transit Hubs

On-site tri-lingual interviews (as required) will be conducted at each transit hub during the 4-hour afternoon peak to discuss findings and obtain feedback from neighborhood residents and users of the system. A tool will be developed to document feedback, either

survey or questionnaire, that will be filled out by interviewers. Community Advisory Group members and volunteers from stakeholder groups will be invited to participate in the interviews. Findings will be tabulated and prepared for inclusion in the Final Draft Concept Access Plans and for presentation in the final round of Key Stakeholder Meetings.

Fund source: Grant & Match

Budget: \$11,250

Task 4.1	Transit Mall Station and bus stops	\$2,500
Task 4.2	Pacific Station	\$1,250
Task 4.3	1 st Street Station	\$1,250
Task 4.4	5 th Street Station	\$1,250
Task 4.5	Anaheim Station	\$1,250
Task 4.6	Pacific Coast Highway Station	\$1,250
Task 4.7	Willow Station	\$1,250
Task 4.8	Wardlow Station	\$1,250

Task 4 Deliverables	Responsible Party	Documentation
On-site 4-hour interviews at 7 transit hubs, two 4-hour interviews at Transit Mall (bus stops, rail stop & Bike Station)	Consultant/City/Community Advisory Group	Survey instrument & incentives
	Consultant	Documentation of findings
	Consultant	Number of participants

Task 5: Final Draft Concept Access Plan Maps

A final field check will be made at each of the transit hubs. A draft of revised Access Plan Maps with proposed improvements will be developed and duplicated in color for presentation at a Stakeholders meeting.

Fund source: Grant & Match

Budget: \$11,000

Task 5.1	Downtown Loop Stations	\$4,000
Task 5.2	Anaheim and PCH Stations	\$3,000
Task 5.3	Willow Station	\$2,000
Task 5.4	Wardlow Station	\$2,000

Task 5 Deliverables	Responsible Party	Documentation
4 Final draft access plan maps	Consultant/ Community Advisory Group	Final field check
	Consultant	Revised maps
	City/Community Advisory Group	Review and comment on revised maps
	Consultant	Reproduce Final Draft
	City	Upload draft to website

Task 6: Second Stakeholders Coordination Meeting

A second meeting of the Stakeholders will be held at a community location. Consultant will present final concept plan maps, feedback from on-site interviews and discuss Plan recommendations and priorities. Consultant will prepare meeting minutes.

Fund source: Grant & Match

Budget: \$12,000

Task 6.1	Downtown Loop Stations (4)	\$6,000
Task 6.2	Anaheim and PCH Stations (2)	\$3,000
Task 6.3	Willow Station	\$1,500
Task 6.4	Wardlow Station	\$1,500

Task 6 Deliverables	Responsible Party	Documentation
8 stakeholder coordination meetings	Consultant	Schedule 8 Stakeholder meetings
	Consultant	Prepare meeting presentation & handouts
	Consultant	Conduct 8 Stakeholder Meetings
		8 sets of meeting minutes

Task 7: Final Report

A Final Report comprised of four individual Pedestrian and Bicycle Transit Hub Access Plans will be drafted by consultant, and finalized with corrections. A Final Report, designed report cover, and 100 color copies will be published by Consultant for distribution to Metro, Caltrans, city officials, stakeholders and key participants. The Final Report will also be delivered to the city in an electronic file format for print and web access.

Fund source: Grant & Match
Budget: \$28,500

Task 7.1	Downtown Loop Stations	\$8,000
Task 7.2	Anaheim and PCH Stations (2)	\$4,500
Task 7.3	Willow Station	\$3,000
Task 7.4	Wardlow Station	\$3,000
Task 7.5	Report Design & Layout	\$5,000
Task 7.6	Copies and electronic file	\$8,000

Task 7 Deliverables	Responsible Party	Documentation
Report	Consultant	Draft and final
	Consultant	Design of cover
	City/Community Advisory Group	Review and comment on final and cover
	Consultant	Revise if required
	Consultant	Duplication & distribution
	City	Upload to website

Task. Follow-Up: Implementation of Improvements

Upon completion of Task 7, the Final Report, the work for this grant will be complete and the final report and billing submitted to Caltrans. However, the process will continue. The recommended improvements and priorities listed in the final report will serve as a basis for improving the pedestrian and bicycling environment in and around the Metro Blue Line Stations. City departments will incorporate some improvements into their existing work plans (e.g. required sidewalk improvements, signage, etc.) utilizing existing eligible City funds, e.g. TDA funds, Local Return funds, CDBG funds, gas tax, etc. Improvements will also be packaged as projects for submission for grant funding through the MTA Call for Projects, the Bicycle Transportation Account, Safe Routes to School, and other eligible funding sources, utilizing the stated local funds as the required match for grant funding that may be received.

Once improvements are installed, the City will conduct audits to determine the number of bicycle and pedestrian users, and compare them to counts collected from Task 1, Neighborhood Station Access Audits, to determine whether the projected % increased ridership and 5% increase in bicycle and pedestrian access will be determined. The cost for these counts will be born by the City.

PROJECT TIMELINE

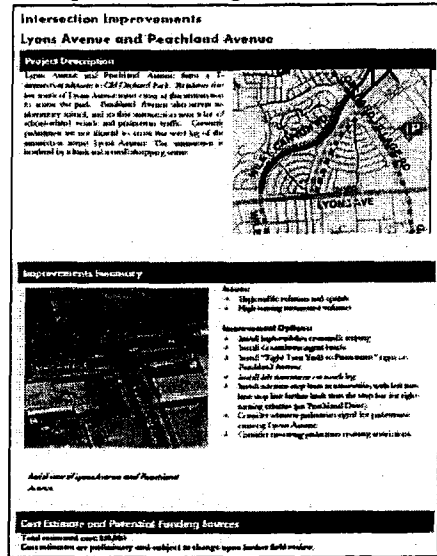
This is a public project. Environmental Justice, Context-Sensitive Planning and Community-Based Transportation Planning									
Metro Blue Line Pedestrian & Bicycle Transit Access Plan									
Project Title	Responsible Party	Total Cost	Grant \$	Local \$	In-kind \$	Other \$	Grantee	City of Long Beach	Deliverable
Grant award	Caltrans	\$0							
Execute contract	Caltrans/City	\$0							
Kick off meeting	Consultant/City	\$0							
Task 1. Neighborhood Station Access Audits									
1.1 Outreach to Stakeholder Groups (12)	City/Cons./CGA	\$6,000	\$4,800	\$1,200					Identify and list stakeholders
1.2 Training for volunteers	Consultant	\$1,000	\$900	\$200					Train volunteers to Audit
1.3 Four Stations on Downtown Loop	City/Cons./CGA	\$7,000	\$5,600	\$1,400					Attend 12 stakeholder meetings
1.4 Anaheim and PCH Stations	City/Cons./CGA	\$3,500	\$2,800	\$700					Audit worksheet & station maps
1.5 Willow Station	City/Cons./CGA	\$2,000	\$1,600	\$400					Photos, demographics, etc
1.6 Wardlow Station	City/Cons./CGA	\$2,000	\$1,600	\$400					Draft recommendations
Task 2. Stakeholder Priority Needs Assessment Meetings									
2.1 Four Stations on the Downtown Loop (4)	City/Cons./CGA	\$6,000	\$4,800	\$1,200					Schedule 6 stakeholder meetings
2.2 Anaheim and PCH Stations (2)	City/Cons./CGA	\$3,000	\$2,400	\$600					Prepare presentation & handouts
2.3 Willow Station	City/Cons./CGA	\$1,500	\$1,200	\$300					Conduct 8 stakeholder meetings
2.4 Wardlow Station	City/Cons./CGA	\$1,500	\$1,200	\$300					8 meeting minutes & priorities
Task 3. Draft Concept Neighborhood Station Access Plan Maps									
3.1 Four Stations on the Downtown Loop (4)	Consultant	\$4,000	\$3,200	\$800					Maps of proposed improvements
3.2 Anaheim and PCH Stations (2)	Consultant	\$2,500	\$2,000	\$500					Review & comment on draft
3.3 Willow Station	Consultant	\$1,500	\$1,200	\$300					Revise & reproduce for Task 4
3.4 Wardlow Station	Consultant	\$1,500	\$1,200	\$300					Upload draft to website
Task 4. On-Site Trilingual Pedestrian and Bicyclist Interviews at Transit Hubs									
4.1 Transit Mall Station and bus stops	City/Cons./CGA	\$2,500	\$2,000	\$500					Survey instrument & incentives
4.2 Pacific Station	City/Cons./CGA	\$1,250	\$1,000	\$250					Documentation of findings
4.3 1st Street Station	City/Cons./CGA	\$1,250	\$1,000	\$250					Number of participants
4.4 5th Street Station	City/Cons./CGA	\$1,250	\$1,000	\$250					
4.5 Anaheim Station	City/Cons./CGA	\$1,250	\$1,000	\$250					
4.6 Pacific Coast Highway Station	City/Cons./CGA	\$1,250	\$1,000	\$250					
4.7 Willow Station	City/Cons./CGA	\$1,250	\$1,000	\$250					
4.8 Wardlow Station	City/Cons./CGA	\$1,250	\$1,000	\$250					
Task 5. Final Draft Concept Access Plan Maps									
5.1 Four Stations on the Downtown Loop (4)	City/Cons./CGA	\$4,000	\$3,200	\$800					Final field check
5.2 Anaheim and PCH Stations (2)	City/Cons./CGA	\$3,000	\$2,400	\$600					Revised maps
5.3 Willow Station	City/Cons./CGA	\$2,000	\$1,600	\$400					Reproduce Final Draft
5.4 Wardlow Station	City/Cons./CGA	\$2,000	\$1,600	\$400					Upload to website
Task 6. Second Stakeholder Priority Needs Assessment Meeting									
6.1 Four Stations on the Downtown Loop (4)	City/Cons./CGA	\$6,000	\$4,800	\$1,200					Schedule 6 stakeholder meetings
6.2 Anaheim and PCH Stations (2)	City/Cons./CGA	\$3,000	\$2,400	\$600					Prepare presentation & handouts
6.3 Willow Station	City/Cons./CGA	\$1,500	\$1,200	\$300					Conduct 6 stakeholder meetings
6.4 Wardlow Station	City/Cons./CGA	\$1,500	\$1,200	\$300					6 meeting minutes & priorities
Task 7. Final Report									
7.1 Four Stations on the Downtown Loop (4)	City/Cons./CGA	\$8,000	\$6,400	\$1,600					Draft and final
7.2 Anaheim and PCH Stations (2)	City/Cons./CGA	\$4,500	\$3,600	\$900					Design of cover
7.3 Willow Station	City/Cons./CGA	\$3,000	\$2,400	\$600					Review & comment on final
7.4 Wardlow Station	City/Cons./CGA	\$3,000	\$2,400	\$600					Revise if required
7.5 Report Design & Layout	City/Cons./CGA	\$5,000	\$4,000	\$1,000					Duplication & distribution
7.6 Copies and electronic files	City/Cons./CGA	\$5,000	\$4,000	\$1,000					Upload to website

EXHIBIT “A”

Scope of Work

Implementation

The Alta Team understands that the ultimate goal of this effort is a final report consisting of four access plans identifying “implementable” projects with community support and strong funding potential. The Alta Team understands the concerns of jurisdictions with regard to the challenge of implementing bicycle and pedestrian improvements in a “built-out” urban environment. We are aware of the often competitive application process for grant funding for bicycle improvements. For this reason, we design our plans to be easily excerpted for grant applications by including cost estimates and detailed Project Sheets (see example to right). Alta will work with the City of Long Beach to identify which projects may be eligible and best-suited for City funding (TDA, local return, gas tax, etc.) and which projects will be best suited for competitive grant funding processes. As part of our scope, we will assist the City of Long Beach in preparing a BTA or Safe Routes to School grant funding application. Our staff has successfully helped communities around the state apply for and receive over \$30 million in funding for bicycle and pedestrian facilities. We look forward to helping the City of Long Beach plan for a more bicycle and pedestrian-friendly future.



Sample Project Sheet

2. Scope of Work

Task 0: Project Management

Task 0.1. Kick-off Meeting

At the outset of the project, an organization and scoping meeting will be held with City of Long Beach City staff to:

- Establish communication channels with other City departments and stakeholders;
- Review the scope of services and work plan approach, including the project schedule, budget, and assessment methodology;
- Gather or identify available background data, documents and maps;
- Review and list applicable design and planning standards.

A Data Collection Memo will be prepared in advance of the kickoff meeting describing the data needs for this project. Changes to the Scope of Work will be made (if necessary) at the conclusion of this effort, and an amended Scope of Work and schedule will be prepared.

Task 0.2. Standard Project Management

For this Access Plan, the initial Kick-Off Meeting will determine the exact details of the project management strategy. The following section provides an example of the typical management process Alta employs for producing Access Plans. Following a kick-off meeting, progress is monitored through regular coordination meetings (we recommend bi-weekly meetings), and submission of deliverables that undergo comprehensive development and Alta’s in-house QA/QC process.

Project Coordination Meetings


Our team will be in regular communication with City staff as we develop assessment materials and recommendations so that no surprises arise at the end of the process. Alta will work with City of Long Beach staff through meetings, visitations, phone, and e-mail throughout the process to update staff on the project status, discuss findings, and receive input. For all key team meetings we will be responsible for developing and mailing out meeting notices at least one week prior to the scheduled meeting, preparing agendas, minutes, and supporting visual aids such as maps and handouts to assist the discussions.

Submittal of Deliverables - Document Development Process

At the completion of each major work task, Alta will produce a working paper with accompanying maps and graphics. These will assure that all involved participants are in agreement for feasibility evaluation and project recommendations. We will assemble these papers and submit a draft report to staff for review and comment. The final Access Plan will be a polished product incorporating public and staff review comments and final maps and graphics.

Quality Control

With each Draft and Final product, we structure a series of reviews and submittals. Our technical editor proofreads each document, editing for consistency, quality of content, and any grammatical or other errors. They also format all submittals to meet our high quality standards, so that the end products are reports that are not only technically accurate but are also easy to follow and well-presented, with integrated graphics.

	<p><u>TASK 0 DELIVERABLES</u></p> <ul style="list-style-type: none">• Kick-off Meeting• Final scope of work• Final project schedule for meetings and deliverables• Meeting documentation, including attendance, agendas, materials, minutes, recommendations, along with verbal and written comments
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Task 1: Neighborhood Station Access Audits

The initial task of Neighborhood Station Access Audits will culminate in the Existing Conditions Assessment technical memo, which will summarize outreach to stakeholder groups and the results of stakeholder volunteer audits.

Task 1.1: Outreach to Stakeholder Groups (12)

Alta and the LACBC will work with the City of Long Beach to develop a comprehensive contact list of stakeholder groups within the study areas surrounding each station. We will research stakeholder groups via the internet and through established contacts in the area. LACBC will use their extensive contacts database to conduct targeted outreach to members and contacts within the identified project areas. The contact list will be used to advertise station access audits and stakeholder meetings throughout the process. Alta and LACBC staff will visit meetings of at least three stakeholder groups within each of the four designated task areas to introduce the project and invite members to participate in the planning process (i.e. the four downtown loop stations, the Anaheim and PCH Stations, Willow station, and Wardlow station). These groups may include, but not be limited to, city elected officials and departments, neighborhood associations, business organizations, regional attractions/destinations, community based organizations, Metro, Long Beach Transit.

Introductions to the project will consist of a presentation describing the motivation to provide increased access to each Blue Line station, along with materials, translated as needed, that identify the essential role for stakeholder participation, to connect their individual bicycling and walking knowledge to the overall planning process. The presentation will highlight stakeholder input as crucial to success of the Access Plan, encouraging them to participate in future audits and assessment meetings.

Task 1.2: Train Volunteers to Conduct Audits

Alta will conduct stakeholder volunteer trainings that include a detailed presentation based on “planning toolboxes,” that provide walkability and bikability checklists along with educational materials that outline potential access issues and solutions. The discussion of solutions will touch on engineering, education, encouragement, and enforcement.

Topics to be covered at the audit training include:


- Overview of non-motorized access and why it is important
- Toolbox of relevant bike and pedestrian improvements
- Education and encouragement techniques
- How engineering and enforcement fits within generating access
- Types of dangerous behaviors around stations
- Description of potential low-cost and easy-to-implement solutions

Up to four (4) audit trainings will be offered during different days, locations and time slots to provide opportunities for the broadest range of participants.

Task 1.3: Conduct Audits

Alta will conduct walk audits at the four target areas—Downtown loop stations, Anaheim and PCH stations, Willow Station and Wardlow Station. Alta will work with the city to coordinate and schedule walk and bike audits, with the goal of maximizing participation of stakeholders within each target area. When possible, audits will be held during peak travel periods for each area.

Alta will produce an Audit Summary for each target area, which will include descriptions of existing conditions, issues and potential solutions. The audit summaries will be presented to stakeholders as part of Task 2.

	<p><u>TASK 1 DELIVERABLES</u></p> <ul style="list-style-type: none"> ● Lists of identified stakeholders at each transit hub ● Schedule and attendance for at least twelve stakeholder group meetings (3 per target area) ● Volunteer trainings to conduct audits ● Audit worksheets and station area maps ● Draft Existing Conditions memo with Audit Summaries, photos, ridership information, key observations, and potential improvements.
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Task 2: Stakeholder Priority Needs Assessment Meetings

The Alta Team will hold stakeholder priority needs assessment meetings for each transit station (eight meetings total). The Alta Team will prepare a presentation for each meeting that will include a project overview and summary findings from the station access audits. The team will facilitate the discussions to obtain feedback and observations from stakeholders regarding station access, and to prioritize needs for improvement within each geographic area.

Alta has organized public outreach and meetings related to bicycle and pedestrian projects for over a decade. We have a proven ability to communicate complex issues to the public. We recognize how crucial it is to gather input and feedback from the public through workshops. At all meetings, the Alta Team will be responsible for developing materials for review by City staff prior to the scheduled meeting, including agendas, powerpoint presentations, maps and handouts to assist the discussions. City staff shall coordinate meeting locations, administration of the delivery of postal mail, and advertising of meeting announcements.


The Alta Team will prepare all visual presentations including graphics and slideshow presentations. We will facilitate each meeting, recording the discussions on flip charts, and we will prepare minutes for the City. Alta will be responsible for meeting logistics including facilitation, sign-in, name tags, comment cards, and a written meeting summary. In order to attempt to capture everyone's comments, participants will have the opportunity to fill out comment cards at each workshop.

Task 2.1: Four Stations on the Downtown Loop

Meetings for the downtown loop will be grouped by time and interests due to overlapping areas accompanied by diverse categories of stakeholders. One possible meeting format for these meetings consists of day-time meetings for stakeholders associated with regional attractors, office, retail, cultural centers and business organizations, and evening meetings for more residential stakeholders in the area, including commuters, residents, schools and local organizations.

Task 2.2 - 2.4: Anaheim and PCH Stations, Willow Station, Wardlow Station

Meetings for the stations outside of the downtown loop will reflect the availability and needs identified in the stakeholder outreach portion of Task 1.


	<p><u>TASK 2 DELIVERABLES</u></p> <ul style="list-style-type: none">• Meeting materials, including a summary presentation of stakeholder audit findings and handouts• Facilitation of 8 stakeholder meetings• Printed and electronic copies of minutes and improvement priorities from all 8 meetings
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Task 3: Draft Concept Neighborhood Station Access Plan Maps

Following the Stakeholder Meetings, the Alta Team will prepare Concept Neighborhood Station Access Plan Maps and lists of proposed improvements for each of the four transit hubs and hub groupings. Recommendations will include, but not be limited to, on-street intersection, sidewalk, safety, lighting, streetscape and bicycling parking improvements. Specific changes that provide the greatest increase in bicycling and walking will be recommended for each locale.

Lists of recommendations for each station will be compiled into databases, identifying project locations and objectives (i.e. the specific problem the project aims to solve). Whenever possible, the database will

also provide cost estimates for project implementation, based on similar estimates from recent Long Beach projects or neighboring areas. The database will also identify prioritization of the projects, based on stakeholder input from the meetings in Task 2.

	<p>TASK 3 DELIVERABLES</p> <ul style="list-style-type: none">• Maps showing proposed improvements• Database for each station, documenting specific details for proposed projects, including objectives, stakeholder prioritization, and cost estimates
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Task 4. On-Site Tri-lingual Pedestrian and Bicyclist Interviews at Transit Hubs

The Alta Team will conduct on-site tri-lingual interviews (as required) at each transit hub during the 4-hour afternoon peak travel period to discuss audit and stakeholder meeting conclusions to obtain feedback from neighborhood residents and users of the system.


Alta will develop a tool to document feedback, either in a survey or questionnaire format, filled out by interviewers. Alta previously worked with the City of Long Beach, along with state and federal projects, developing detailed surveys to document travel behavior. Surveys for the Access Plan will be more focused to present the findings of previous tasks to participants and gather their feedback on the proposed projects.

Community Advisory Group members and volunteers will be invited to participate in the interviews. Findings will be tabulated and prepared for inclusion in the final draft concept Access Plan and for presentation in the final round of Key Stakeholder Meetings.



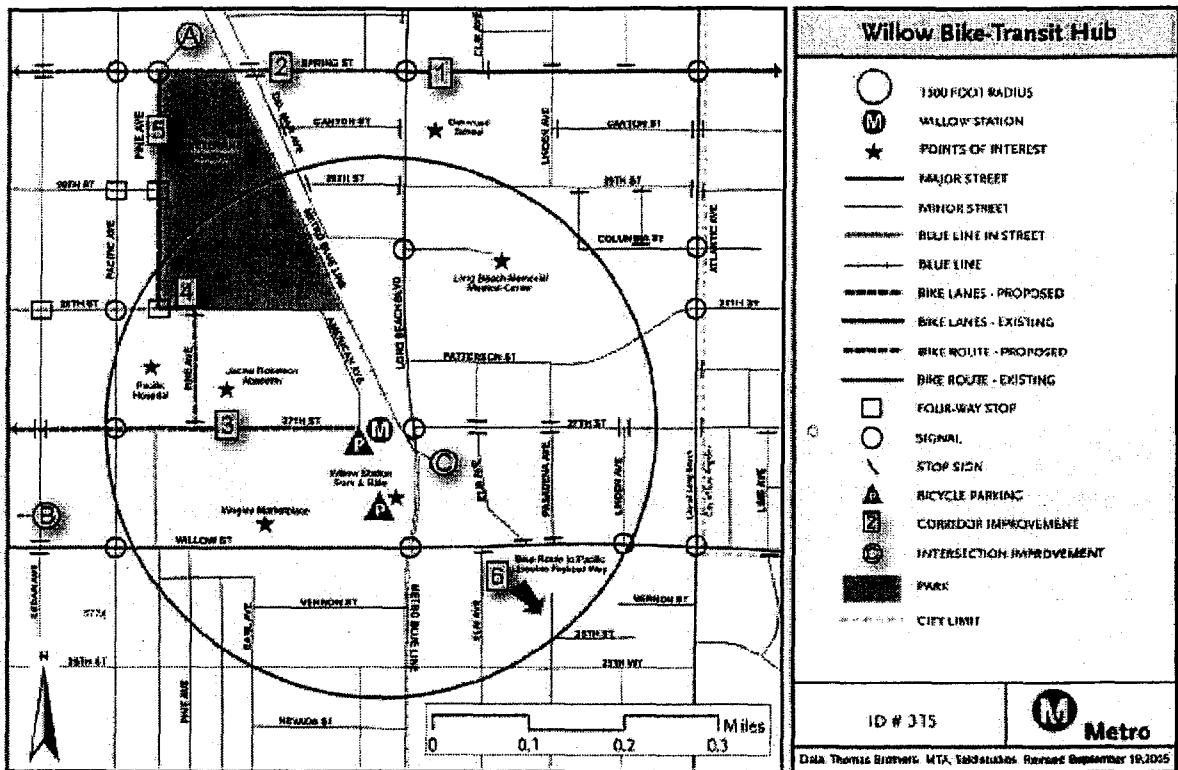
Alta staff regularly conducts non-motorized intercept surveys

The Alta Team has staff fluent in Spanish, and efforts to network with Khmer community organizations are currently underway. These groups include Khmer Girls in Action, the United Cambodian Community and the Cambodian American Association.


	<p>TASK 4 DELIVERABLES</p> <ul style="list-style-type: none">• Detailed surveys for station users to gather feedback on audit results, public meetings findings, and proposed projects.• Tri-lingual interviewers to conduct surveys in English, Spanish and Khmer.• Interview incentives• Documentation of survey findings
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Task 5. Final Draft Concept Access Plan Maps

A final field check will be made at each of the transit hubs to assess recommended projects. A draft of revised Access Plan Maps, incorporating user survey feedback will be developed for presentation at the final stakeholder coordination meetings (Task 6). Alta has developed an access plan map format of the highest graphic quality. Our maps are designed to convey complex geographic information in an easy-to-read format.



Sample Access Plan Map

	TASK 5 DELIVERABLES
	<ul style="list-style-type: none"> • Final field check notes for each station, regarding proposed projects • Revised maps, based on results of tri-lingual transit-user surveys • Full-color Access Plan Maps and accompanying text for presentation at the final stakeholders meeting.

Task 6: Second Stakeholder Coordination Meetings

The Alta Team will facilitate a second meeting for Stakeholders to be held at a accessible location in the community. The team will present the final concept plan maps and drawings, along with summary findings from on-site interview feedback. Further facilitation will encourage discussion of plan recommendations and priorities.

TASK 6 DELIVERABLES

- Schedule and facilitation of eight final stakeholder meetings
- All meeting presentation materials and handouts
- Printed and electronic copies of minutes from all eight meetings

Task 7: Final Report

With the latest responses garnered from the final public meeting, the Alta Team will finalize a report comprised of four individual Pedestrian and Bicycle Transit Hub Access Plans. At the City's request, Alta staff will also prepare a BTA or Safe Routes to School funding applications for one of the projects recommended in the Final Report. Alta envisions a 12-month schedule for this project.

Recommended Improvements

A field audit was performed on major corridors within a 1,500 foot radius of the bike-transit hub. Potential improvements are summarized below and on the map on the following page. More detailed descriptions of each improvement type are provided in the Design Toolbox in the Appendix. Additional feasibility, traffic, and other studies will be needed to finalize any improvement plans.

Improvements for the bicycle access routes to the Willow station are identified below. Corridor improvements include bike lanes, re-striping, and other linear projects that lend themselves to corridors. Intersection improvements include items such as bicycle signal detectors, re-configured crosswalks, and modifications to signal timing. The map keys can be used to locate the improvement area on the Access Plan Map at the end of this document.

Corridor Improvements	Map Key	Location	Miles	Est. Cost
Improve Pavement Condition	1	Spring St. westbound at Long Beach Blvd.	0.1	\$10 to \$20 per sq ft
Add Bike Lanes	1	Spring St. westbound at Long Beach Blvd. signal. Add through bike lane "pocket" by taking space from outer through lane.	0.04	\$1,000
Add bike route signage	2	Spring St. between Long Beach Blvd. and Pacific Ave.	0.21	\$1,000
	3	27 th St. between LA River and Willow Station	0.34	\$4,200
	4	28 th St. between east and west Pine Ave. intersections	0.03	\$400
	5	Pine Ave. between Spring St. and 27 th St.	0.38	\$1,900
	6	Between Pacific Electric right-of-way Class I bike path and Willow Station - Route not yet determined. (Pacific Electric right-of-way not shown on map.)	Approx 1.25	TBD

Intersection Improvements	Map Key	Location	Est. Cost
Provide bicycle sensitive detector loop and bicycle detection marking		On all lead positions and left turn lanes	
Install intersection improvements such as pavement markings and signage to improve cyclist left turn from Spring to Pine	A	Pine Ave. at Spring St.	Striping \$2 per linear foot. Signs \$200 each.
Add directional signage to direct cyclists between Willow St. and LA River Path	B	Willow St. at LA River Path. Current access directs cyclists through the residential streets and is not clear or direct.	\$200 per sign.
Improve the safety of southbound Long Beach Blvd bicycle travel over the tracks.	C	Long Beach Blvd. at Blue Line tracks. Install pavement markings, flexible posts, or an in-street curb to allow bicyclists to safely cross tracks at a right angle.	\$200 per flexible post

Suggested Bicycle Parking

- On sidewalks in retail/commercial/restaurant blocks, provide individual inverted-U's as needed; specify square tubing. (\$100 per 2-bike U-rack)
- On sidewalks in Wrigley Marketplace and along Willow Street retail.
- Add Bike Parking Guide Signs near stations and parking garages.

Sample Access Plan Format

TASK 7 DELIVERABLES

- 100 color copies of the Final Report, including a designed report cover
- A copy of the Final Report in electronic format, provided on a data CD for print and web access.
- BTA or Safe Routes to School Funding Application

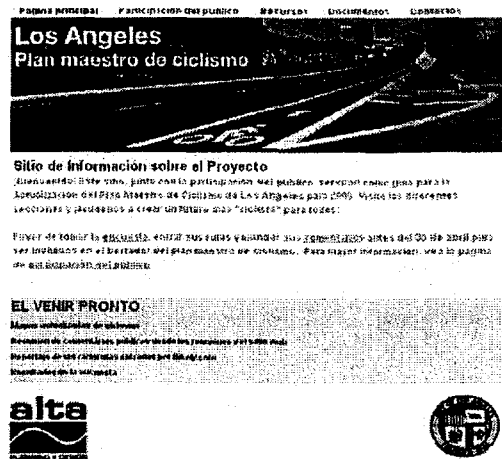
Optional Tasks

If the city desires, Alta can conduct additional tasks in order to enhance or expand the planning process. Alta constantly looks for ways to strengthen the planning process, including better outreach tools,

enhanced deliverables, and follow-on services that help our clients to implement the projects being planned. This section lists some additional tasks that Alta would be pleased to provide the City of Long Beach if desired.

Website Outreach

Alta supplies many of our clients with websites for the planning process, helping to increase the overall amount of data collected regarding use of the existing bicycle network and also providing a forum to collect unique stakeholder knowledge. An Access Plan project website can provide Long Beach residents with another venue for feedback, offering further empowerment to affect plans that represent their needs and concerns. If desired, Alta can host this website through our own web services, or create web content for the city to host on its existing site. Potential web materials include walk audit and meeting notices, walk audit summaries and meeting minutes, a design toolbox, and draft and final station access plans. Potential web applications include electronic commenting forms and surveys.



Sample Website (Spanish)

Training sessions for City staff

A number of Alta senior staff are experienced trainers, having led trainings on bicycle design best practices, Safe Routes to Schools, and other non-motorized planning topics. Alta is a key participant in the Institute for Bicycle and Pedestrian Innovation (IBPI) at Portland State University and Alta staff has developed a series of presentations on Non-Motorized Transportation Design and Engineering, including a one-day program for Caltrans staff. Alta is available to hold a training session for Long Beach City Staff, oriented to planners and transportation engineers who frequently deal with bicycling issues, to provide a knowledge base to support continuing efforts to make the city more bike-friendly after the completion of the update.

5. COST PROPOSAL

City of Long Beach
Metro Blue Line Bike and Pedestrian Access Plan



TASK	Alta Staff						LACBC Staff			Hours by Task	Fee by Task
	PIC	PM	APM	GIS	Designer	Planner	ED	Planner			
	Handorp	Benjamin	Leung	Salmonea	Duchon	Pulgarin	Klausner	Le			
Task 0: Project Management	2	4	4	0	0	2	2	14	28	\$ 1,820	
0.1 Project Kick-off	2	4	4			2	2	2	16	\$ 1,340	
0.2 Project Management (budget built into each task)								12	12	\$ 480	
Task 1: Neighborhood Station Access Audits	10	164	44	18	18	60	8	92	322	\$ 24,040	
1.1 Outreach to Stakeholder Groups (12)	2	36	36			8	8	48	136	\$ 9,760	
Produce Customized Audit Training Materials	4	4	8	16	8	8			48	\$ 3,780	
1.2 Train Volunteers to conduct Audits (4 sessions)	4	12				12		12	40	\$ 3,300	
1.3 Conduct Audits (8 locations)		32				32		32	96	\$ 7,200	
Task 2: Stakeholder Priority Needs Assessment Meetings	8	32	164	20	20	32	16	36	248	\$ 19,080	
2.1 Four Stations on the Downtown Loop (4)	2	16	32			16	8	48	122	\$ 7,740	
2.2 Anaheim and PCH Stations (2)	2	8	16			8	4	24	62	\$ 4,020	
2.3 Willow Station	2	4	8			4	2	12	32	\$ 2,160	
2.4 Wardlow Station	2	4	8			4	2	12	32	\$ 2,160	
Task 3: Draft Concept Neighborhood Station Access Plan Maps	8	32	32	88	8	10	0	0	166	\$ 13,400	
3.1 Downtown Loop Stations	2	16	16	32	2				68	\$ 5,480	
3.2 Anaheim and PCH Stations	2	8	8	24	2				44	\$ 3,480	
3.3 Willow Station	2	4	4	16	2				28	\$ 2,220	
3.4 Wardlow Station	2	4	4	16	2				28	\$ 2,220	
Task 4: On Site Trilingual Pedestrian and Bicyclist Interviews at Transit Hubs	2	64	18	0	0	32	0	48	96	\$ 11,580	
Prepare Survey / Questionnaire	1	2				8			11	\$ 940	
4.1 - 4.8 Surveys at Eight Blue Lines Stations and Transit Mall bus stops		48						48	96	\$ 7,440	
Data Entry and Reporting	1	4	8			24			37	\$ 2,850	
Bilingual Khmer/English Interviewer (Anaheim Station only)										\$ 350	
Task 5: Final Draft Concept Access Plan Maps	8	16	16	64	8	10	16	56	132	\$ 9,880	
5.1 Downtown Loop Stations	2	8	8	24	2				44	\$ 3,480	
5.2 Anaheim and PCH Stations	2	4	4	16	2				28	\$ 2,220	
5.3 Willow Station	2	2	2	12	2				20	\$ 1,590	
5.4 Wardlow Station	2	2	2	12	2				20	\$ 1,590	
Task 6: Second Stakeholders Coordination Meetings	8	32	64	10	10	32	16	36	196	\$ 16,080	
6.1 Downtown Loop Stations	2	16	32			16	8	48	122	\$ 7,740	
6.2 Anaheim and PCH Stations	2	8	16			8	4	24	62	\$ 4,020	
6.3 Willow Station	2	4	8			4	2	12	32	\$ 2,160	
6.4 Wardlow Station	2	4	8			4	2	12	32	\$ 2,160	
Task 7: Final Report	6	18	16	64	16	24	0	0	134	\$ 9,865	
7.1 Downtown Loop Stations	1	4	8	24	2				39	\$ 2,870	
7.2 Anaheim and PCH Stations (2)	1	2	4	16	2				25	\$ 1,840	
7.3 Willow Station	1	1	2	12	2				18	\$ 1,325	
7.4 Wardlow Station	1	1	2	12	2				18	\$ 1,325	
7.5 Report Design & Layout	1	1			8	16			26	\$ 1,945	
7.6 Copies and electronic file						8			8	\$ 560	
Billing Rate	\$150	\$115	\$70	\$65	\$70	\$70	\$40	\$40			
Subtotals by Staff (Hours)	51	263	248	232	40	182	42	346	1,404	Total Hrs	
Subtotals by Staff (Fee)	\$7,650	\$30,245	\$17,360	\$15,080	\$2,800	\$12,740	\$1,680	\$13,840		\$101,745	
										COLOR PRINTING \$2,750	
										OTHER DIRECT COSTS \$200	
										TOTAL FEE \$104,695	
Optional Tasks											
Optional Task A: Prepare/Host Project Website Staff	Prepare and Host Website for Project Duration										\$ 2,500
	Conduct 1-day training Session for Staff										\$ 2,500

EXHIBIT “B”

City’s Representative:

Sumire Gant – Traffic Programs Officer

EXHIBIT “C”

Materials/Information Furnished: None

CITY OF LONG BEACH POLICY FOR DISADVANTAGED, MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority-Owned and Women-Owned Business Enterprises in all aspects of contracting, including construction, the purchase of materials and services, including professional services, leases and the granting of concessions.

EXHIBIT "D"