

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

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

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

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

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

4 2. TERM. The term of this Agreement shall commence at midnight on
5 August 1, 2021, and shall terminate at 11:59 p.m. on July 31, 2023, unless sooner
6 terminated as provided in this Agreement, or unless the services or the Project is
7 completed sooner. The term may be extended for three (3) additional one-year periods, at
8 the discretion of the City Manager.

9 3. COORDINATION AND ORGANIZATION.

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

18 B. The parties acknowledge that a substantial inducement to City
19 for entering this Agreement was and is the reputation and skill of Consultant's key
20 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
21 reference. City shall have the right to approve any person proposed by Consultant
22 to replace that key employee.

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

1 and agrees that a) City will not withhold taxes of any kind from Consultant's compensation,
2 b) City will not secure workers' compensation or pay unemployment insurance to, for or on
3 Consultant's behalf, and c) City will not provide and Consultant is not entitled to any of the
4 usual and customary rights, benefits or privileges of City employees. Consultant expressly
5 warrants that neither Consultant nor any of Consultant's employees or agents shall
6 represent themselves to be employees or agents of City.

7 5. INSURANCE.

8 A. As a condition precedent to the effectiveness of this
9 Agreement, Contractor shall procure and maintain at Contractor's expense for the
10 duration of this Agreement from an insurance company that is admitted to write
11 insurance in the State of California or that has a rating of or equivalent to an A:VIII
12 by A.M. Best and Company the following insurance:

13 i. Commercial general liability insurance equivalent in
14 coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach and
15 its officials, employees, and agents as additional insureds on a form
16 equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims,
17 demands, causes of action, expenses, costs, or liability for injury to or death
18 of persons, or damage to or loss of property arising out activities performed
19 by or on behalf of the Contractor in an amount not less than One Million
20 Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US
21 \$2,000,000) in general aggregate. Coverage must not exclude the perils of
22 explosion, collapse, and underground (XCU). If boats greater in length than
23 26 feet are used, marine liability or protection and indemnity insurance must
24 be included with additional insured coverage.

25 ii. Workers' compensation coverage as required by the
26 Labor Code of the State of California and Employer's liability insurance with
27 minimum limits of One Million Dollars (US \$1,000,000) per accident or
28 occupational illness. The policy shall be endorsed with a waiver of the

1 insurer's right of subrogation against the City of Long Beach and its officials,
2 employees, and agents. If there's work on, in, or under the water, this must
3 include Jones' Act and Longshore and Harbor Workers' Act coverage, as
4 appropriate.

5 iii. Only if use of a vehicle is part of the scope of services,
6 commercial automobile liability insurance equivalent in coverage scope to
7 ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand
8 Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 ("any
9 auto").

10 iv. Professional liability or errors and omissions liability
11 insurance in an amount not less than Two Million Dollars (\$2,000,000) per
12 claim and in aggregate covering the engineering, traffic engineering,
13 planning, or other professional services provided pursuant to this Agreement.

14 v. Umbrella liability (in excess of all coverages from above
15 except (b)) in an amount not less than Four Million Dollars (\$4,000,000) per
16 claim covering the services provided pursuant to this Agreement.

17 vi. If Contract involves the removal, transportation and/or
18 disposal of hazardous materials, Pollution/Environmental Impairment Liability
19 Coverage shall be required as follows: Limits of Insurance: \$2,000,000 Per
20 Occurrence/Per Claim and \$4,000,000 Per Occurrence/Per Claim – Policy
21 Aggregate; Claims Made coverage must be maintained for a period of at least
22 three (3) years after final payment under the Contract; and The City of Long
23 Beach and its officials, employees, and agent shall be added as an additional
24 insured, and the policy shall contain no insured vs. insured exclusion. The
25 pollution/environmental impairment liability insurance shall include coverage
26 for, without limitation:

- 27 (a) Bodily injury and property damage to third parties;
28 (b) Natural resource damages;

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- (c) Pollution clean-up costs, including restoration or replacement costs;
- (d) Defense costs;
- (e) Fines, penalties, and punitive damages;
- (f) Transportation of waste material by or on behalf of the Covered Party;
- (g) Disposal liability for pollution conditions on, at, under, or emanating from any disposal site, location or facility used by or on behalf of the Contractor for disposal of waste;
- (h) Contractual Liability Coverage;
- (i) Lead, Silica, Asbestos and Mold Coverages;
- (j) Underground Storage Tank Coverage.

B. Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Such insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after twenty (20) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

C. Any subcontractors which Contractor may use in the performance of this Agreement shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.

D. Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to

1 bind coverage on its behalf. "Claims-made" policies are not acceptable unless City
2 Risk Manager determines that "Occurrence" policies are not available in the market
3 for the risk being insured. In a "Claims-made" policy is accepted, it must provide for
4 an extended reporting period of not less than three (3) years. Such insurance as
5 required herein shall not be deemed to limit Contractor's liability relating to
6 performance under this Agreement. City reserves the right to require complete
7 certified copies of all said policies at any time. Any modification or waiver of the
8 insurance requirements herein shall be made only with the approval of City Risk
9 Manager. The procuring of insurance shall not be construed as a limitation on
10 liability or as full performance of the indemnification provisions of this Agreement.

11 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
12 contemplates the personal services of Consultant and Consultant's employees, and the
13 parties acknowledge that a substantial inducement to City for entering this Agreement was
14 and is the professional reputation and competence of Consultant and Consultant's
15 employees. Consultant shall not assign its rights or delegate its duties under this
16 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
17 of City, except that Consultant may with the prior approval of the City Manager of City,
18 assign any moneys due or to become due the Consultant under this Agreement. Any
19 attempted assignment or delegation shall be void, and any assignee or delegate shall
20 acquire no right or interest by reason of an attempted assignment or delegation.
21 Furthermore, Consultant shall not subcontract any portion of its performance without the
22 prior approval of the City Manager or designee, or substitute an approved subconsultant
23 or contractor without approval prior to the substitution. Nothing stated in this Section shall
24 prevent Consultant from employing as many employees as Consultant deems necessary
25 for performance of this Agreement.

26 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
27 certifies that, at the time Consultant executes this Agreement and for its duration,
28 Consultant does not and will not perform services for any other client which would create

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

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

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

23 10. TERMINATION. Either party shall have the right to terminate this
24 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
25 prior written notice to the other party. In the event of termination under this Section, City
26 shall pay Consultant for services satisfactorily performed and costs incurred up to the
27 effective date of termination for which Consultant has not been previously paid. The
28 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective

1 date of termination, Consultant shall deliver to City all Data developed or accumulated in
2 the performance of this Agreement, whether in draft or final form, or in process. And,
3 Consultant acknowledges and agrees that City's obligation to make final payment is
4 conditioned on Consultant's delivery of the Data to the City.

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

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

19 13. ADDITIONAL COSTS AND REDESIGN.

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

26 B. If the Project involves construction and the scope of work
27 requires Consultant to prepare plans and specifications with an estimate of the cost
28 of construction, then Consultant may be required to modify the plans and

1 specifications, any construction documents relating to the plans and specifications,
2 and Consultant's estimate, at no cost to City, when the lowest bid for construction
3 received by City exceeds by more than ten percent (10%) Consultant's estimate.
4 This modification shall be submitted in a timely fashion to allow City to receive new
5 bids within four (4) months after the date on which the original plans and
6 specifications were submitted by Consultant.

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

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

21 16. WORK DAY. Contractor shall comply with Sections 1810 through
22 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a
23 penalty to City, the sum of Twenty-Five Dollars (\$25) for each worker employed by
24 Contractor or any subcontractor for each calendar day such worker is required or permitted
25 to work more than eight (8) hours unless that worker receives compensation in accordance
26 with Section 1815.

27 17. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE.
28 Contractor is advised that this work constitutes a public work of improvement subject to

1 California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5, §§1720-1861. Pursuant
2 to Labor Code Section 1771.1. Contractor or subcontractors shall not be qualified to bid
3 on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public
4 contract Code, or engage in the performance of any contract for public work, as defined in
5 the California Labor Code, unless currently registered and qualified to perform public work
6 pursuant to Section 1725.5. Contract (or associated subcontracts) shall not be entered into
7 without proof of the Contractor's (or subcontractor's) current registration to perform public
8 work pursuant to Section 1725.5. All work conducted in support of this public work of
9 improvement is subject to compliance monitoring and enforcement by the Department of
10 Industrial Relations. Contractor will abide by all applicable apprenticeship requirements in
11 the California Labor Code Section 1777.5 and will be responsible for subcontractor
12 apprenticeship compliance to the same.

13 18. PREVAILING WAGE RATES. Contractor is directed to pay the
14 general rate of per diem wages for each craft, classification, or type of worker needed to
15 execute the contract (prevailing wage rates). Copies of the current prevailing rate of per
16 diem wages are on file at its principle office (Labor Compliance Division, 411 W. Ocean
17 Boulevard, 6th Floor, Long Beach, California, 90802), and shall be made available to any
18 interested party upon request. Contractor is required to post a copy of the determination of
19 the director of the prevailing rate of per diem wages at each job site. Pursuant to Section
20 1775, Contractor shall forfeit, as a penalty to the City, up to Two Hundred Dollars (\$200)
21 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,
22 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any
23 work done by Contractor, or any subcontractor, under this Contract. The difference
24 between the prevailing wage rates and the amount paid to each worker for each calendar
25 day or portion thereof for which each worker was paid less than the prevailing wage rate
26 shall be paid to each worker by the Contractor or subcontractor.

27 19. CERTIFIED PAYROLL RECORDS.

28 A. Pursuant to the provisions of Labor Code Section 1776,

1 Contractor shall keep and shall cause each subcontractor performing any portion of
2 the work under this Contract to keep an accurate payroll record, showing the name,
3 address, social security number, work classification, straight time and overtime
4 hours worked each day and week, and the actual per diem wages paid to each
5 journeyman, apprentice, worker, or other employee employed by Contractor or
6 subcontractor in connection with the work. Such payroll records for Contractor and
7 all subcontractors shall be certified and shall be available for inspection at all
8 reasonable hours at the principal office of Contractor pursuant to the provisions of
9 Section 1776 of the Labor Code. Contractor's failure to furnish such records to City
10 or City's authorized Labor Compliance representative in the manner provided herein
11 for notices shall entitle City to withhold the penalty prescribed by law from progress
12 payments due to Contractor.

13 B. Contractor shall submit to the City certified payroll records for
14 Contractor and all subcontractors performing any portion of the work under this
15 Contract on a monthly basis. Certified payroll records for Contractor and all
16 subcontractors shall be maintained during the course of the work and shall be kept
17 by Contractor for up to three (3) years after completion of the work.

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

22 20. 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 21. INDEMNITY.

26 A. Consultant shall indemnify, protect and hold harmless City, its
27 Boards, Commissions, and their officials, employees and agents ("Indemnified
28 Parties"), from and against any and all liability, claims, demands, damage, loss,

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

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

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

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

1 willful misconduct of the Consultant.

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

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

6 23. NONDISCRIMINATION.

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

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

27 24. FORCE MAJEURE. If any party fails to perform its obligations
28 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain

1 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
2 governmental regulations, governmental controls, judicial orders, enemy or hostile
3 governmental action, pandemic, civil commotion, fire or other casualty, or other causes
4 beyond the reasonable control of the party obligated to perform, then that party's
5 performance will be excused for a period equal to the period of such cause for failure to
6 perform.

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

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

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

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

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

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

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

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

13 27. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

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

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

12 30. CONTINUATION. Termination or expiration of this Agreement shall
13 not affect rights or liabilities of the parties which accrued pursuant to the Sections titled
14 "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Certified Payroll
15 Records", "Indemnity", and "Audit" prior to termination or expiration of this Agreement.

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

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

27 33. AUDIT. City shall have the right at all reasonable times during the
28 term of this Agreement and for a period of five (5) years after termination or expiration of

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


1 this Agreement to examine, audit, inspect, review, extract information from, and copy all
2 books, records, accounts, and other documents of Consultant relating to this Agreement.

3 34. THIRD PARTY BENEFICIARY. This Agreement is not intended or
4 designed to or entered for the purpose of creating any benefit or right for any person or
5 entity of any kind that is not a party to this Agreement.

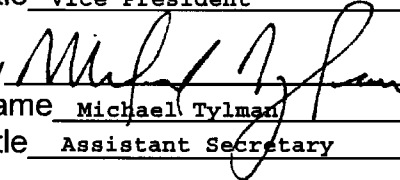
6 IN WITNESS WHEREOF, the parties have caused this document to be duly
7 executed with all formalities required by law as of the date first stated above.

MICHAEL BAKER INTERNATIONAL, INC.,
a Pennsylvania corporation

8
9
10 September 17, 2021, 2021

By 
Name Michael Bruz
Title vice President

11
12 September 17, 2021, 2021

By 
Name Michael Tylman
Title Assistant Secretary

"Consultant"

CITY OF LONG BEACH, a municipal
corporation

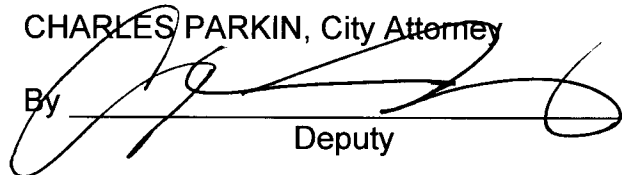
13
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17 October 22, 2021

By Sandra F. Jabum
City Manager

EXECUTED PURSUANT
TO SECTION 901 OF
THE CITY CHARTER.

"City"

18
19
20 This Agreement is approved as to form on October 14, 2021.

21
22 CHARLES PARKIN, City Attorney
By 
Deputy

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Exhibit A
Scope of Work

SCOPE OF SERVICES: RFP PW20-059 As Needed Engineering Services

3.1 Administrative Duties

- 3.1.1 When directed, the contractor shall prepare written reports and attend meetings and present information to the City Council or its appointed Commissions.
- 3.1.2 When directed, the contractor shall analyze the City's needs, and prepare and administer long-and short-range capital improvement programs consistent with the economic capabilities of the City.
- 3.1.3 The contractor shall attend staff level meetings with City staff, public officials, community leaders, developers, contractors and the general public.
- 3.1.4 When directed, the contractor shall review and provide written comments on planning programs and land development matters.
- 3.1.5 When directed, the contractor shall recommend regulations and ordinances pertaining to landscape architectural matters.
- 3.1.6 When directed, the contractor shall provide technical advice to City personnel assigned to public works activities.
- 3.1.7 Establish working relationships and coordination with other public agencies, the public and utility companies involving public works, municipal engineering, and landscape matters.

3.2 Capital Projects

- 3.2.1 The contractor shall prepare plans and specifications for City projects.
- 3.2.2 The contractor shall provide design, construction administration, and observation services, as well as public outreach for City projects.
- 3.2.3 The contractor shall provide special reports regarding such matters as capital improvements, construction materials, and maintenance.
- 3.2.4 The contractor shall provide special landscape architecture reports regarding such matters as landscape image, aesthetics, materials and maintenance.
- 3.2.5 The contractor shall process the plans and specifications through other agencies for review and approval in connection with special funding programs and permit requirements.

3.3 Topical Services Area Descriptions

3.3.1 Stormwater and Drainage Facilities: Awarded Consultant shall provide engineering and project management services to support the City in maintaining and operating water quality devices, stormwater collection system, stormwater drainage system, pump stations, and flood mitigation efforts to meet the public demand and rules and regulations of the State and Federal mandates. Consultants shall provide all services and work required to complete assessments, studies, recommendations, designs, plans, specifications, and estimates, and construction management for City stormwater and drainage projects.

3.3.2 Bridges and Structures: Awarded Consultant shall provide engineering, project management, and construction management services for bridges and structures throughout the City including, but not limited to, assessment of existing infrastructures, engineering feasibility studies, preparation of material and equipment procurement specifications, performing inspection, evaluation, and/or survey for any structures, providing technical support and recommendations to city personnel, preparing plans, specifications, and estimates for repair and replacement, and providing construction management

3.3.3 Development Review / Plan Check Services: Awarded Consultant shall provide services required to review development plans/permit applications and associated studies including, but not limited to, major building permit site plans and subdivision improvements. The type of improvements to be checked include, but are not limited to, street improvements, ADA services improvements, drainage, grading, erosion and sediment control, sanitary sewer and joint utility plans.

3.3.4 Peer Review of PS&E: Awarded Consultant shall provide engineering services that include, but are not limited to, peer review of plans, specifications, and estimates prepared for capital improvement projects.

3.3.5 Water Quality and Compliance: Awarded Consultant shall provide engineering and project management services to support the City's water quality and compliance commitments that are regulated through the City's Municipal Separate Stormwater Sewer System (MS4) permit regulated by the California State Water Board; provide all services and work required to complete assessments, studies, recommendations, designs, plans, specifications and estimates for City projects.

3.3.6 Ocean / Coastal Engineering: Awarded Consultant shall provide engineering and project management services for coastal habitats and wetlands restoration or remediation throughout the City including, but not limited to, providing detailed design services, value engineering studies, restoring open tidal connections, maintaining or preserving recreation, roadway improvements, permitting for open channel projects, and relocation of utilities.

3.3.7 Computer Mapping and GIS: Awarded Consultant shall provide GIS administration and maintenance support in general, and digitizing services for public works GIS layers. These layers will be transmitted in a GIS geodatabase format in the NAD 83 Zone V California coordinate system, and each feature will be attributed according to the City's standard GIS schema.

3.3.8 Soil / Geotechnical Engineering: Awarded Consultant shall provide professional geotechnical engineering services as needed throughout the life of the project(s) they are selected to perform duties on. Potential services include, but are not limited to, geohazards investigation, geotechnical/seismic investigation, soils testing (e.g. corrosivity, acidity, compression, percolation, boron), recommendation for foundation design, site preparation and other design requirements relevant to the site conditions, geotechnical construction observation and testing during construction and/or renovation for various facility sites. Such services may also include reviewing background information, conducting field exploration studies, laboratory testing and analysis, coordination with engineers, and attendance of various project meetings. All work performed shall comply with applicable codes and regulations.

3.3.9 Airport: Awarded Consultant shall provide engineering and project management services that will include, but are not limited to, design of taxiways and runways, airport system and mater planning, cost estimates, financial planning, involvement in public hearings and meetings, airspace analysis, GIS data collection or any mapping/graphical efforts, and specialized professional consultant services for various development projects at the Long Beach Airport (Airport) which include, but are not limited to, those contained in the Airport's Capital Improvement Plan (ACIP). The work will include periodic or full-time, on-site observation during construction and should comply with applicable rules and regulations.

3.3.10 Miscellaneous Engineering Support Services: Awarded Consultant shall provide miscellaneous engineering services to support the operations of the Department of Public Works, including but not limited to, preparation and monitoring of grant applications and programs, standardization of operation process, procedures, and template documents, and preparation of miscellaneous engineering studies to support capital improvement projects.

Exhibit B
Rate Sheet

Michael Baker International, Inc.

Rates for PW20-059 On-Call Professional Engineering Services

September 1, 2021 to August 30, 2023

Classification	Hourly Rate	Notes
Principal in Charge	\$340.00	
QA/QC Manager	\$280.00	
Geotechnical Engineer		Not part of scope
Senior Structural Engineer	\$250.00	
Structural Engineer	\$220.00	
Senior Project Manager	\$265.00	
Project Manager	\$225.00	
Senior Project Engineer	\$200.00	
Project Engineer	\$185.00	
Design Engineer	\$165.00	
Associate Design Engineer	\$140.00	
Staff Engineer	\$120.00	
GIS Technician	\$100.00	
Senior CAD Technician	\$160.00	
CAD Technician	\$110.00	
Project Administration	\$95.00	

- o Mileage rate cannot exceed current IRS rate.
- o Consultants and Sub Consultants must adhere to this fee schedule. Any classifications not listed in above fee schedule shall be at cost.
- o Rates may only be changed by mutual consent with contract amendment.
- o Rate includes insurance and overhead costs.
- o Reimbursable items at cost.

Exhibit C

City's Representative

Carl Hickman, Interim City Engineer
Carl.Hickman@LongBeach.gov
562/570-6665

Exhibit D

City Provided Services

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

Additionally, the City will provide:

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

Exhibit E

Consultant Representative

Michael Bruz, Vice President
michael.bruz@mbakerintl.com
949/472-3505

**Written Consent in Lieu of a Meeting of the Board of Directors of
Michael Baker International, Inc. (F/K/A Michael Baker Jr., Inc.)**

July 6, 2021

The undersigned, being the Board of Directors (the Board) of Michael Baker International, Inc., a Pennsylvania General Corporation (the Corporation), pursuant to Section 1727(b) of the Business Corporation Law and the Corporation's governance documents, hereby consent to and adopt the following resolutions in lieu of a meeting:

Appointment of Officer(s)

WHEREAS, on July 2, 2021, Michael Brescia, an individual that had served as one of the five directors of the Board of the Corporation, submitted his resignation from the Board of the Corporation; and

WHEREAS, his departure leaves a vacancy on the Board of the Corporation until such time as the incumbent directors of the Corporation shall appoint a replacement for the board vacancy, which shall be done upon the determination of an individual that should fill the vacancy; and

WHEREAS, in addition to working to appoint a director to fill the vacancy, the incumbent directors have determined that it is in the best interest of the Corporation to ratify, confirm and approve the appointment of the person(s) to the positions set forth opposite their respective names on Exhibit A attached hereto and made a part hereof, and to remove any person(s) not named on Exhibit A attached hereto.

NOW THEREFORE, BE IT RESOLVED, that such person(s) be and hereby are elected to the positions set forth opposite their respective names on Exhibit A attached hereto and made a part hereof, to hold such position until the earlier election and qualification of their respective successors or until their earlier resignation or removal (collectively the Appointed Officer(s)), and any person(s) not named on Exhibit A attached hereto, be and hereby is, removed as an Officer of the Corporation;

FURTHER RESOLVED, that all acts previously, concurrently and subsequently taken by the Appointed Officers from the date of his or her assumption to the position to the date hereof in the capacity of the position set forth opposite their respective names are hereby expressly confirmed, ratified, approved and authorized in all respects as actions of the Corporation;

General Authorization

FURTHER RESOLVED, that the Appointed Officer(s) of the Corporation, or any later designated Appointed Officer(s), be, and each of them hereby is, authorized, in the name and on behalf of the Corporation, to take such further actions and to execute and deliver such further instruments, certificates or documents in the name of the Corporation, and to retain such counsel, agents and advisors and to incur and pay such expenses, fees and taxes as shall, in the opinion of such Appointed Officer executing the same, be determined necessary or advisable in order to effectuate or carry out fully the purpose and interest of all of the foregoing resolutions (such determination to be conclusively, but not exclusively, evidenced by taking of such actions or the execution of such instruments, certificates or documents by any such Appointed Officer(s));

FURTHER RESOLVED, that any actions taken by the Shareholder(s), Director(s), or Officer(s) of the Corporation on or prior to the date of the foregoing resolutions that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of this Corporation;


FURTHER RESOLVED, that the execution of this Written Consent and delivery thereof by facsimile or electronic signatures shall be sufficient for all purposes and shall be binding upon any party who so executes;

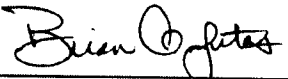
FURTHER RESOLVED, this Written Consent may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same Written Consent; and

FINALLY RESOLVED, that an executed copy of this Written Consent shall be filed with the minutes of the proceedings of the Board.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of the date first above written.

Directors

By: 
Name: Thomas J. Campbell

By: 
Name: Brian A. Lutes

By: _____
Name: Amy N. Davis

By: _____
Name: John M. Tedder

[Signature page to Written Consent in Lieu of a Meeting of the Board of Directors
of Michael Baker International, Inc.]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of the date first above written.

Directors

By: _____
Name: Thomas J. Campbell

By: _____
Name: Brian A. Lutes

By: *Amy N. Davis*
Name: Amy N. Davis

By: *John M Tedder*
John M Tedder (Jul 6, 2021 18:09 EDT)
Name: John M. Tedder

[Signature page to Written Consent in Lieu of a Meeting of the Board of Directors
of Michael Baker International, Inc.]

EXHIBIT A

Thomas J. Campbell	Chairman
Brian Lutes	President & Chief Executive Officer
Leanna Anderson	Executive Vice President & Chief Communications & Marketing Officer
Amy N. Davis	Executive Vice President & Chief Financial Officer
Daniel Kiemy	Executive Vice President & Chief Technology Officer
James Koch	Executive Vice President & EVP - Federal Programs and Services
Penny Mercadante	Executive Vice President & Chief Human Resources Officer
Maher Sidani	Executive Vice President & Chief Project Delivery Officer
John Tedder	Executive Vice President & Chief Legal Officer & Secretary
John Alberghini	Senior Vice President & National Market Lead - Navy
Jeffrey Baker	Senior Vice President & Office Executive
Steven Barber	Senior Vice President & Office Executive
H Daniel Cessna	Senior Vice President & National Practice Lead - Transportation
Suad Cistic	Senior Vice President & National Practice Lead - Water
Jeffrey Clevenger	Senior Vice President & National Practice Lead - Design Build
Michael Conaboy	Senior Vice President & Regional Director
Juan Contreras	Senior Vice President & Regional Director
John Dietrick	Senior Vice President & Senior Vice President - Design Build Delivery
Malcolm Dougherty	Senior Vice President & National Practice Executive - Transportation
Beth Drylie	Senior Vice President & Regional Market Lead - Federal Markets
Eric Frary	Senior Vice President & Office Executive
George Guszcza	Senior Vice President & National Federal Markets Director
Magdy Hagag	Senior Vice President & Regional Director
Brian Kozy	Senior Vice President & National Practice Lead - Bridge
Jeffery Kullman	Senior Vice President & Regional Director
Beth Larkin	Senior Vice President & Office Executive
Brian May	Senior Vice President & National Market Lead - Air Force
Thomas Montgomery	Senior Vice President & Regional Director
Carlo Morgano	Senior Vice President & Chief Information Officer
Fredrick Muncy	Senior Vice President & Operations Manager - Water
Darren Riegler	Senior Vice President & Area Executive
Jon Shellhaas	Senior Vice President & Senior Vice President - Operations Analysis
Frank Terak	Senior Vice President & Senior Vice President - Federal Markets
Michael Tylman	Senior Vice President & Regional Practice Lead - Land Development
Nicolaas Veraart	Senior Vice President & National Practice Lead - Planning
John Walsh	Senior Vice President & Regional Director
Jacob Watson	Senior Vice President & Senior Vice President - Federal Operations
Cory Wilder	Senior Vice President & Office Executive

Thomas Zagorski	Senior Vice President & National Practice Lead - Construction Services
Kenton Zinn	Senior Vice President & Regional Director
Christopher Alberts	Vice President & Office Executive
William Almes	Vice President & Practice Executive - CEE
Michael Arens	Vice President & Office Executive
Mohamed Amin Bagha	Vice President & Regional Practice Lead - Water
Paul Baginski	Vice President & Office Executive
Robert Balanti	Vice President & Vice President - Human Resources
William Balentine	Vice President & Office Executive
Susan Barker	Vice President & Technical Manager
Richard Beck	Vice President & Practice Executive - Planning and GIS
James Bell	Vice President & Technical Director
Jill G. Bell	Vice President & Vice President, SSC & Treasurer
Jeffrey Bergsten	Vice President & Director - Planning, Traffic/ITS - Civil and Environmental
Tanya Bilezikjian	Vice President & Office Executive
Jason Bivens	Vice President & Vice President - DATAMARK
Gilberto Bosque	Vice President & Office Executive
Kirsten Bowen	Vice President & Regional Practice Lead - Transportation
Albert Bowman	Vice President & Office Manager
Jeff Broadwater	Vice President & Office Executive
Bradley Brown	Vice President & Regional Practice Lead - CEI & Transportation
Michael Bruz	Vice President & Practice Executive - Infrastructure
MaryAnne Buvens	Vice President & Business Developer - National Market - Federal Civilian
Genevieve Cahill	Vice President & Business Developer
Richard Carrell	Vice President & Project Manager - Land Development
Joseph Catalano	Vice President & Office Executive
Ronald Chaffin	Vice President & Practice Executive - Architecture
William Cox	Vice President & Technical Manager - Survey Mapping
Joseph Danyo	Vice President & Chief Engineer
David Dawson	Vice President & Director, Finance Planning & Analysis
Kristy DeChicchis	Vice President & Director, Proposal Development
Scott Delesdernier	Vice President & Office Executive
Patricia Dunaway	Vice President & Office Executive
Craig Eddy	Vice President & Transportation Project Manager
Kurt Fritz	Vice President & Office Executive
Amanda Furr	Vice President & Office Executive
Joseph Gardiner	Vice President & Director - Construction Services
Andrew Gluck	Vice President & Office Executive
Steven Gravlin	Vice President & Office Executive
Dale Gray	Vice President & Office Executive
Lydia Grose	Vice President & Office Executive
Matthew Guard	Vice President & Vice President - Health and Safety
Russell Hall	Vice President & Office Executive
Mary Jo Hamman	Vice President & Office Executive

John Harris	Vice President & Technical Manager - Water
Dwain Hathaway	Vice President & Office Executive
James Haughey	Vice President & Department Manager - Land Development
Tracy L Hollida	Vice President & Department Manager - Aviation
Steven Huff	Vice President & – Vice President, Business Development West Region
Mauricio Iacueli	Vice President & Project Manager - Land Development
Mark Kistler	Vice President & Regional Practice Lead - Aviation
Kevin Kugler	Vice President & Director - Planning
Patrick Leach	Vice President & Practice Executive - Construction Services
David Liebgold	Vice President & Office Executive
Trudi Lim	Vice President & Office Executive
Michael Lincheck	Vice President & Practice Executive - Planning
Timothy Little	Vice President & Regional Practice Lead - Transportation
Stephanie Long	Vice President & Vice President - Financial Planning & Analysis
Saul Mellman	Vice President & Director - Transportation
John Mentz	Vice President & Office Executive
Bradley Mielke	Vice President & Department Manager - Structures
Kenneth Mobley	Vice President & Office Executive
Lois Muller	Vice President & Project Manager - Architecture
John Nagle	Vice President & Department Manager - Water
Brian Oliver	Vice President & Project Manager - Land Development
Lorna Parkins	Vice President & Regional Practice Lead - Planning
Brian Peiritsch	Vice President & Vice President - Corporate Communications
Douglas Peterson	Vice President & Office Executive
Sarat Peyyeti	Vice President & Technical Manager - Transportation
Adam Phillips	Vice President & Corporate Controller
Robert Pitchford	Vice President & Office Executive
Stephen Pouliot	Vice President & Office Executive
Philip Quillin	Vice President & Office Executive
David Reel	Vice President & Regional Practice Lead - Planning
Brian Rider	Vice President & Vice President - Talent Acquisition
Alfonso Riera	Vice President & Regional Market Lead - Army
Thomas Ritz	Vice President & Regional Practice Lead - Bridge
Joseph Romano	Vice President & Regional Practice Lead - Bridge
Jerome Ruddins II	Vice President & Department Manager - Construction Management
Brian Russell	Vice President & Office Executive
Francesco Russo	Vice President & National Bridge Technical Director
Joseph Salvadori	Vice President & Practice Executive - Bridge
Steven Savich	Vice President & Practice Executive - Land Development and Infrastructure
Mohiuddin Shaik	Vice President & Office Manager
Raymond Shrift	Vice President & Director - Contracts and Procurement, Assistant Secretary
Victor J Siaurusaitis	Vice President & Office Executive
Michael Smetana	Vice President & Deputy Chief Information Officer

Jonis Smith	Vice President & Practice Executive - Water
Shawn Snisarenko	Vice President & Department Manager - Roadway
Michael Stengel	Vice President & Office Executive
Aaron Stover	Vice President & Regional Practice Lead - Bridge
Lori Stump	Vice President & Director Business Analytics
Christopher Tagert	Vice President & Regional Practice Lead - Water
John Tanner III	Vice President & Office Manager
Scott Taylor	Vice President & Project Manager - Water
Timothy Thiele	Vice President & Office Executive
Andrew Thomas	Vice President & Vice President - Design Build Delivery
Don Treude	Vice President & Business Developer
John Tricini	Vice President & Practice Executive - Transportation
Lawrence Truman	Vice President & Department Manager - Survey/Mapping
Derek Vogelsang	Vice President & Vice President - Engineering Technology
Michael Waibel	Vice President & Regional Practice Lead - Aviation
Philip Walker	Vice President & Regional Practice Lead - Bridge
Quintin Watkins	Vice President & Office Executive
Kirk Weaver	Vice President & Director Project Delivery Excellence
Laura Weis	Vice President & Regional Practice Lead - Planning
Craig Wenger	Vice President & Office Executive
Stephen Wragg	Vice President & Department Manager - Planning
James Yeager	Vice President & Director - Transportation
Darcie Zeliesko	Vice President & Vice President - Talent Management
Angela Adam	Associate Vice President & Proposal Manager
Kevin Anderson	Associate Vice President & Office Manager
Michael Anderson	Associate Vice President & Technical Manager - GIT
Allison Andrews	Associate Vice President & Director - FEMA
Javier Arguello	Associate Vice President & Office Manager
Douglas Barker	Associate Vice President & Project Manager - A/E
Joseph Blickenderfer	Associate Vice President & Department Manager - Energy/Telecom
Paula Boardman	Associate Vice President & Office Executive
Richard Bonelli	Associate Vice President & Project Manager - Civil
Justin Bouscher	Associate Vice President & Department Manager - Bridge
Caroline Brabrook	Associate Vice President & Office Executive
Aaron Briggs	Associate Vice President & Department Manager - Water
Pernille Buch-Pedersen	Associate Vice President & Director - FEMA
Todd Buckner	Associate Vice President & Department Manager - Roadway
Michael Butters	Associate Vice President & Department Manager - Transportation

Christopher Caputi	Associate Vice President & Technical Manager - Environmental Compliance
Paul Carson	Associate Vice President & Technical Manager - Oil and Gas
Karin Cartwright	Associate Vice President & Senior Business Systems Analyst
Sarah Cathcart	Associate Vice President & Business Developer
Derek Christianson	Associate Vice President & Project Manager - Highway
Stephen Clancy	Associate Vice President & GIT Manager
Dayle Coburn	Associate Vice President & Design Build - Senior Manager
Kenneth Collins	Associate Vice President & Director - Transportation
Christopher Conrad	Associate Vice President & Department Manager - Cost Management
Gracia de la Pena	Associate Vice President & Department Manager - Pipelines
Anthony DiFrancesco	Associate Vice President & Department Manager - Construction Services
Leanne Doran	Associate Vice President & Director - Public Engagement
Craig Duppstadt	Associate Vice President & Director Federal Contracts
Ralph Eberhardt	Associate Vice President & Office Manager
Winchester Falbe	Associate Vice President & Technical Manager - Construction
Sarmad Farjo	Associate Vice President & Department Manager - Municipal Engineering
David Fekete	Associate Vice President & Department Manager - GIT
John Craig Fennell	Associate Vice President & Department Manager - Planning and Urban Design
Gavin Fitzsimmons	Associate Vice President & Project Manager - Building Design
Mary Flynn	Associate Vice President & Department Manager - Construction Services
James A Frazier	Associate Vice President & Department Manager - Transportation Planning
David Frey	Associate Vice President & Director - Transportation
Laurence Gale	Associate Vice President & Department Manager - Environmental
Kyle Harper	Associate Vice President & Department Manager - Transportation
Diana Hartman	Associate Vice President & Director - Planning
Max Heckman	Associate Vice President & Project Manager - Planning
Gary Heisler	Associate Vice President & Department Manager - Water
J Brad Homan	Associate Vice President & Regional Aviation Lead
William Hoose	Associate Vice President & Office Executive
Angela Howell	Associate Vice President & Department Manager - Construction Inspection
Chadwick Huffines	Associate Vice President & Office Executive
Kevin James	Associate Vice President & Director - Highway
Carl V Jeffreys	Associate Vice President & Program Manager
Don Joiner	Associate Vice President & Department Manager - Environmental Compliance
Keith Jones	Associate Vice President & Director DATAMARK
Philip Jufko	Associate Vice President & Director - Aviation Planning
Chadi Karam	Associate Vice President & Department Manager - Civil
James Katsafanas	Associate Vice President & Assistant Program Manager
James Kelly	Associate Vice President & Office Executive
Rebecca Kinney	Associate Vice President & Department Manager - Surface Water

William Kontess	Associate Vice President & Project Manager - Architecture
William Kristoff	Associate Vice President & Department Manager - Bridge & Tunnel Inspection
Elizabeth Krousel	Associate Vice President & Project Manager - Water Quality
Michael Kuchera	Associate Vice President & Director - Architecture
Edward La Guardia	Associate Vice President & Technical Manager - Rail and Transit
William Lindenbaum	Associate Vice President & Office Manager
Bradley Losey	Associate Vice President & Department Manager - Surface Water
Marc Luiken	Associate Vice President & Department Manager - Transportation
Gary Madey	Associate Vice President & Department Manager - Construction Services
Joseph Maiorana	Associate Vice President & Department Manager - Construction Management
Jeffrey May	Associate Vice President & Office Manager
Tammy McAllister	Associate Vice President & Global Payroll Manager
Jeffrey McClure	Associate Vice President & Director Project Delivery Excellence
Aaron McDaniel	Associate Vice President & Office Manager
Paul McGuinness	Associate Vice President & New England Chief Engineer
David Mercier	Associate Vice President & Department Manager - Water Quality
Michael Meyer	Associate Vice President & Assistant General Counsel
Aaron Morris	Associate Vice President & LiDAR Services Director
Bryan Mouser	Associate Vice President & Director - Transportation
Robert Myers	Associate Vice President & Business Developer
Muthukumar Narayanaswamy	Associate Vice President & Operations Manager - Innovation
Mark J Nellas	Associate Vice President & Manager - Enterprise Resource Planning
Randal Nelson	Associate Vice President & Department Manager - Building Design
Jamie Orr	Associate Vice President & Database Manager
Kevin Owens	Associate Vice President & Department Manager - Cost Engineering
Joseph Pirilla	Associate Vice President & Director, Finance Planning & Analysis
Matthew Ponce	Associate Vice President & Department Manager - Aviation
Hans Probst	Associate Vice President & Department Manager - Program Management
R Scott Quast	Associate Vice President & Operations Manager - Water
Rachael Richter	Associate Vice President & Department Manager - Planning
Jeffrey Roberts	Associate Vice President & Office Manager
Oscar Rucker	Associate Vice President & Technical Manager - Right of Way
Nabaz Saieed	Associate Vice President & Department Manager - Transportation
Curtis Schaffner	Associate Vice President & Assistant General Counsel
Jon Schelkoph	Associate Vice President & Department Manager - Highway
Sonja Simpson	Associate Vice President & Office Executive
Steven Slocum	Associate Vice President & Department Manager - Survey/Mapping
Gregory Smay	Associate Vice President & Director of Tax
Matthew Smith	Associate Vice President & Program Manager

Paul Snead	Associate Vice President & Office Manager
Joseph Snyder	Associate Vice President & Department Manager - Aviation
Joshua Sprowls	Associate Vice President & Director - Architectural Engineering
Christopher Stanford	Associate Vice President & Department Manager - Transportation
Robert Stark	Associate Vice President & Project Manager - Environmental
David Stephens	Associate Vice President & Tech Consultant II PT - Temp
Matthew Stewart	Associate Vice President & Department Manager - Program Management
Robert Tellish	Associate Vice President & Operations Manager IV
Daniel Thornhill	Associate Vice President & Office Manager - Baton Rouge
Julie Thurman	Associate Vice President & Director - Transportation
Helen Tison	Associate Vice President & Office Manager
Eddie Torres	Associate Vice President & Department Manager - Planning
Thomas Tracy	Associate Vice President & Office Manager
John Trapp	Associate Vice President & Department Manager - Water Quality
Troy Truax	Associate Vice President & Director - Planning
David Tudryn	Associate Vice President & Department Manager - Architecture
Lance Wanamaker	Associate Vice President & Department Manager - Aviation
Scott Wardle	Associate Vice President & Department Manager - Construction Services
Albert Warot	Associate Vice President & Technical Manager - Planning
Dawn Wilson	Associate Vice President & Department Manager - Transportation Planning
Kenneth Wing	Associate Vice President & Department Manager - Transportation
Katherine Wrenshall	Associate Vice President & Assistant General Counsel
Jill Chadwick	Assistant Secretary
Steven J. Huff	Assistant Secretary
Angela R. Logan	Assistant Secretary
Michael A. Tylman	Assistant Secretary
Terri A. Vojnovich	Assistant Secretary
Pam Warfield	Assistant Secretary