

1 these services provided, however, that access to City documents, records, and the
2 like, if needed by Consultant, shall be available only during City's normal business
3 hours and provided that milestones for performance, if any, are met.

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

18 D. Consultant represents that Consultant has obtained all
19 necessary information on conditions and circumstances that may affect its
20 performance and has conducted site visits, if necessary.

21 E. CAUTION: Consultant shall not begin work until this
22 Agreement has been signed by both parties and until Consultant's evidence of
23 insurance has been delivered to and approved by the City.

24 2. TERM. The term of this Agreement shall commence at midnight on
25 August 1, 2011, and shall terminate at 11:59 p.m. on April 30, 2012, unless sooner
26 terminated as provided in this Agreement, or unless the services or the Project is
27 completed sooner.

28 3. COORDINATION AND ORGANIZATION.

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

9 B. The parties acknowledge that a substantial inducement to City
10 for entering this Agreement was and is the reputation and skill of Consultant's key
11 employees: Carlos Ortiz, Project Manager; John Dorado, Project Engineer; Lisa
12 Van Thorpe, Caltrans/Plans, Specifications and Estimates–Roadway; and Susan
13 Harden, Community Outreach. City shall have the right to approve any person
14 proposed by Consultant to replace a key employee.

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

28 5. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 10. TERMINATION. Either party shall have the right to terminate this

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

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

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

25 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

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

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

24 17. INDEMNITY.

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

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

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

18 C. If a court of competent jurisdiction determines that a Claim
19 was 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
27 shall be limited as provided in California Civil Code Section 2782.8, and shall
28 apply only to Claims that arise out of, pertain to, or relate to the negligence,

1 reckless, or willful misconduct of the Consultant.

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

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

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

9 20. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

26 E. If the City determines that the Consultant has set up or used
27 its contracting entity for the purpose of evading the intent of the EBO, the City may
28 terminate the Agreement on behalf of the City. Violation of this provision may be

1 used as evidence against the Consultant in actions taken pursuant to the
2 provisions of Long Beach Municipal Code section 2.93 et seq., Contractor
3 Responsibility.

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

12 23. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

26 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
27 that Consultant has not employed or retained any entity or person to solicit or obtain this
28 Agreement and that Consultant has not paid or agreed to pay any entity or person any

1 fee, commission, or other monies based on or from the award of this Agreement. If
2 Consultant breaches this warranty, City shall have the right to terminate this Agreement
3 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
4 from payments due under this Agreement or otherwise recover the full amount of the fee,
5 commission, or other monies.

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

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

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

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

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

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

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.

RBF CONSULTING, a California corporation

June 16,, 2011

By S. Robert Kellerbaugh
President CEO

S. Robert Kellerbaugh
Type or Print Name

June 16,, 2011

By Douglas J. Frost
Secretary

Douglas J. Frost
Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

7-11, 2011

By Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Agreement is approved as to form on 6/21, 2011.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

Scope of Work

Bicycle System Gap Closures & Improved Los Angeles River Bike Path Access

Scope of Work

This request for qualifications (RFQ) is intended to procure professional engineering design services to design priority bicycle system gap closures in Long Beach and provide improved bike lane and signed/shared bike route access to the regional LA River Bike path from key locations. The bicycle system gap closures are located on the western side of the City, specifically on Harding Street, Del Amo Boulevard, San Antonio Drive, and Pacific Avenue. Locations are indicated on the attached map in the appendix. The project will also improve wayfinding signage to the LA River at key points from Long Beach Boulevard, Del Amo Boulevard, Wardlow Road, Spring Street, Willow Street, Hill Street and Pacific Coast Highway (PCH).

Design and Engineering

The gap closures include:

- 1a. Design a 0.4-mile Class III bike route on Harding Street from Deforest Avenue eastbound to Atlantic Avenue.
(The City Traffic Engineering Section may have a design pending for this item).
- 1b. Design a 0.5-mile Class II bike lane on Harding Street from Atlantic Avenue eastbound to Orange Avenue
2. Design a 0.5-mile Class II bike lane on Del Amo Boulevard from Orange Avenue eastbound to Cherry Avenue.
3. Design a 1.9-mile Class II bike lane on San Antonio Drive from Pacific Avenue northeast to Del Amo Boulevard.
4. Design a 4.1-mile Class II bike lane on Pacific Avenue from PCH northbound to San Antonio Drive. On Pacific Avenue south of PCH to Broadway, install a Class II bike lane or improved "Share the Road" signage and appropriate pavement marking stenciling (i.e. "Sharrow").
5. Design a 2-mile Class III bike route on Deforest Avenue from PCH northbound to Warren Street.

The LA River Bike path access improvements will bridge gaps by directing bicyclists through local neighborhoods to existing access points primarily through wayfinding signage and Class III bikeway signage on DeForest Street between Wardlow and PCH which parallels the bike path, as well as on designated streets as follows:

1. Improve access at Long Beach Boulevard through additional signage and a signalized crosswalk for northbound cyclists.
2. Improve access at Del Amo Boulevard through additional signage.
3. Improve access at Wardlow Road through additional signage.

4. Improve access from Spring Street by signing cyclists along a Class III route on San Francisco and DeForest Avenues to existing access points at Willow Street and Wardlow Road.
5. Improve access at Willow Street with improved signage.
6. Improve access from Hill Street by signing cyclists along a Class III route on DeForest Ave. to existing access points at PCH and Willow Street.
7. Improve access at PCH through improved signage.

All plans will be done on City standard plan sheets and submitted to the City for review at the 65%, 95%, and final stages along with the appropriate specifications (as required). Mylars of final approved plans shall be provided.

Project will also require notification of all affected residents and businesses within the project limits as well as the completion of all required Caltrans forms to request authorization to proceed with construction, including a completed bid package.

Bicycle System Gap Closures & Improved Los Angeles River Bike Path Access

Proposed Schedule

<u>TASK</u>	<u>Schedule</u>
Task 1	Kick-off April, 2011
Task 2	Notify residents and businesses of proposed improvements May, 2011
Task 3	Design improvements for bike system gap closures and access improvements to LA River June - September, 2011
Task 4	Caltrans Forms and Requirements October - November, 2011
Task 5	Produce Final Construction Bid Package November - December, 2011

EXHIBIT “B”

Rates or Charges



12/14/2010

Fee Proposal - CITY OF LONG BEACH -
BICYCLE SYSTEM GAP CLOSURES AND
IMPROVE LOS ANGELES RIVER BIKE PATH ACCESS

TASK	DESCRIPTION	NO. OF SHEETS		PROJECT/FUNCTIONAL MANAGER \$200 per hour		PROJECT ENGINEER \$148 per hour		DESIGN ENGINEER \$135 per hour		SENIOR PLANNER \$193 per hour		ASSISTANT ENGINEER \$83 per hour		CADD TECHNICIAN \$97 per hour		TOTAL	
		Sets	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	
PHASE ONE - PROJECT DEVELOPMENT																	
1	Existing System Inventory and Evaluation		6	\$1,200	12	\$1,776	20	\$2,700		52	\$4,836		\$0	122	\$14,832		
2	Assessment of Class II Bike Lanes and Class III Bike Routes		8	\$1,600	16	\$2,368	24	\$3,240		18	\$1,674		\$0	66	\$9,178		
3	Assessment of Signalized Intersections		4	\$800	8	\$1,168	12	\$1,620		10	\$930		\$0	44	\$6,408		
4	Assessment of Wayfinding Signage		6	\$1,200	12	\$1,776	18	\$2,430		10	\$930		\$0	36	\$5,408		
5	Notification to Residents and Businesses		2	\$400	4	\$592	6	\$810	38	\$6,194		\$0		44	\$7,186		
5	Community Workshop Meetings **			\$0		\$0		\$0		\$0		\$0		0	\$0		
6	Preparation of Conceptual Plans - Class II Bikeway Systems (7 Miles)	24	4	\$800	16	\$2,368	22	\$3,070		40	\$3,720	95	\$9,508	180	\$18,384		
	Preparation of Conceptual Plans - Class III Bikeway Systems (2.4 miles)	8	4	\$800	8	\$1,168	8	\$1,080		16	\$1,488	48	\$4,856	82	\$8,012		
	Improve Access Through Additional Signage (7 Corridors)	10	4	\$800	8	\$1,168	8	\$1,080		12	\$1,116	48	\$4,656	78	\$8,540		
7	Project Coordination and Meeting Attendance		16	\$3,200	12	\$1,776		\$0		50			\$0	28	\$4,976		
	SUBTOTAL		43	\$10,800	102	\$15,088	148	\$21,080	38	\$6,194	138	\$12,334	184	\$18,218	682	\$64,802	
PHASE TWO - ENGINEERING DESIGN (PLANS, SPECIFICATIONS, AND ENGINEER'S ESTIMATES)																	
8	Signing and Striping Plans - Class I (7 Miles)	24	6	\$1,200	18	\$2,664	28	\$3,815		42	\$3,906	110	\$10,870	203	\$22,056		
	Signing and Striping Plans - Class II (2.4 Miles)	8	2	\$400	6	\$898	12	\$1,620		16	\$1,488	22	\$2,134	58	\$6,330		
	Signing and Striping Plans - Class III (7 Corridors)	10	2	\$400	8	\$1,168	12	\$1,620		12	\$1,116	14	\$1,358	46	\$5,382		
	Traffic Signal and Intersection Lighting Plans **			\$0		\$0		\$0		\$0		\$0		0	\$0		
	Roadway Improvements Plans **			\$0		\$0		\$0		\$0		\$0		0	\$0		
9	Utility Coordination		2	\$400	8	\$1,184	24	\$3,240		50			\$0	34	\$4,824		
10	Technical Specifications		2	\$400	8	\$1,164	16	\$2,160		50			\$0	26	\$3,744		
11	Engineer's Estimates		1	\$200	4	\$592	8	\$1,080		18	\$1,674		\$0	31	\$3,548		
12	Traffic Signal Timing and Coordination Plans **			\$0		\$0		\$0		\$0		\$0		0	\$0		
13	Callbars Posts and Requirements		2	\$400	32	\$4,736	18	\$2,430		50			\$0	52	\$7,668		
14	Project Coordination and Meeting Attendance		8	\$1,600	16	\$2,368		\$0		50			\$0	24	\$3,968		
	SUBTOTAL		43	\$3,400	80	\$11,840	118	\$16,088	8	\$0	84	\$6,184	146	\$14,182	450	\$53,651	
PHASE TWO - CONSTRUCTION SUPPORT SERVICES (Time and Materials)																	
15	Construction Design Support Services		4	\$800	16	\$2,368		\$0		50			\$0	22	\$3,284		
16	Pre-Bid and Pre-Construction Meetings		4	\$800	4	\$592		\$0		50			\$0	8	\$1,262		
17	Request-For-Information Support		2	\$400	16	\$2,368		\$0		50			\$0	18	\$2,768		
	SUBTOTAL		10	\$2,000	36	\$5,328	0	\$0	0	50		0	\$0	48	\$7,824		
SUBTOTAL																	
			81	\$16,200	220	\$32,560	275	\$37,125	38	\$6,194	226	\$21,018	340	\$32,980	1180	\$146,077	
Reimbursables Expenses (Mileage, Reproduction Fees, Permitting, Etc.)																	\$4,000
TOTAL																	\$150,077

Legend: ** = TBD - These tasks may or may not be required. The work associated with these tasks will be defined during Phase 1

EXHIBIT “C”

City’s Representative: Steve Tweed

EXHIBIT “D”

Materials/Information Furnished: None
