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Hundred Fifty-One Thousand Two Hundred Sixty-Four Dollars (\$151,264), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Agreement. For the purposes of this Section, a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Agreement will terminate at no additional cost or obligation to the City.

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

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

1 requirements which may arise due to the fact that City is a municipality.

2 E. Consultant represents that Consultant has obtained all
3 necessary information on conditions and circumstances that may affect its
4 performance and has conducted site visits, if necessary.

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

8 2. TERM. The term of this Agreement shall commence at midnight on
9 August 1, 2021, and shall terminate at 11:59 p.m. on July 31, 2022, with the option to renew
10 for an additional one-year term at the discretion of the City Manager, unless sooner
11 terminated as provided in this Agreement, or unless the services or the Project is
12 completed sooner.

13 3. COORDINATION AND ORGANIZATION.

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

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

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

12 5. INSURANCE.

13 A. As a condition precedent to the effectiveness of this
14 Agreement, Consultant shall procure and maintain at Consultant's expense for the
15 duration of this Agreement, from an insurance company that is admitted to write
16 insurance in the State of California or that has a rating of or equivalent to A:VIII by
17 A.M. Best and Company or from authorized non-admitted insurance companies
18 subject to Section 1763 of the California Insurance Code and that have ratings of or
19 equivalent to A:VIII by A.M. Best Company the following insurance:

20 i. Commercial general liability insurance equivalent in
21 coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, the
22 State of California, and their Boards, officials, employees, and agents as
23 additional insureds on a form equivalent in coverage scope to ISO CG 20 10
24 11 85 from and against claims, demands, causes of action, expenses, costs,
25 or liability for injury to or death of persons, or damage to or loss of property
26 arising out of activities performed by or on behalf of the Contractor in an
27 amount not less than One Million Dollars (US \$1,000,000) per occurrence
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1 and Two Million Dollars (US \$2,000,000) in general aggregate. Such
2 insurance shall not exclude XCU (explosion, underground, and collapse)
3 perils, sudden and accidental pollution and cleanup liability, or mobile
4 equipment.

5 ii. Workers' compensation coverage as required by the
6 Labor Code of the State of California and Employer's liability insurance with
7 minimum limits of One Million Dollars (US \$1,000,000) per accident or
8 occupational illness. The policy shall be endorsed with a waiver of the
9 Contractor's and its insurer's right of subrogation against the City of Long
10 Beach, the State of California, and their Boards, officials, employees, and
11 agents.

12 iii. Commercial automobile liability insurance equivalent in
13 coverage scope to ISO CA 00 01 06 92 in an amount not less than One
14 Million Dollars (US \$1,000,000) combined single limit (CSL) covering
15 Symbol 1 ("any auto").

16 iv. Professional liability or errors and omissions liability
17 insurance in an amount not less than One Million Dollars (\$1,000,000) per
18 claim covering the services provided pursuant to this Agreement.

19 v. Excess liability insurance on a following form basis
20 insurance in excess of the coverage provided by (a) and (d), including
21 additional insured coverage for (a) only, in an amount not less than Four
22 Million Dollars (\$4,000,000) per claim and in aggregate.

23 vi. If Contractor uses Drones (Unmanned Aircraft), Drone
24 Liability Insurance as follows:

25 Limit of Insurance: \$5,000,000 Per Occurrence/Annual
26 Aggregate Policy shall be endorsed with a Waiver of Subrogation
27 Endorsement and an Additional Insured Endorsement naming the City of
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Long Beach, the State of California, and their Boards, officials, employees, and agents as additional insureds.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect City of Long Beach, its Boards, and their 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. Each 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.

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.

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

1 liability or as full performance of the indemnification provisions of this Agreement.

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

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

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

21 E. Consultant shall require that all subconsultants or contractors
22 that Consultant uses in the performance of these services maintain insurance in
23 compliance with this Section unless otherwise agreed in writing by City's Risk
24 Manager or designee.

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

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

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

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

4 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
5 certifies that, at the time Consultant executes this Agreement and for its duration,
6 Consultant does not and will not perform services for any other client which would create
7 a conflict, whether monetary or otherwise, as between the interests of City and the interests
8 of that other client. Consultant further certifies that Consultant does not now have and shall
9 not acquire any interest, direct or indirect, in the area covered by this Agreement or any
10 other source of income, interest in real property or investment which would be affected in
11 any manner or degree by the performance of Consultant's services hereunder. And,
12 Consultant shall obtain similar certifications from Consultant's employees, subconsultants
13 and contractors.

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

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

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

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

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

26 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

2 16. PREVAILING WAGES.

3 A. Consultant agrees that all public work (as defined in California
4 Labor Code section 1720) performed pursuant to this Agreement (the "Public
5 Work"), if any, shall comply with the requirements of California Labor Code sections
6 1770 *et seq.* City makes no representation or statement that the Project, or any
7 portion thereof, is or is not a "public work" as defined in California Labor Code
8 section 1720.

9 B. In all bid specifications, contracts and subcontracts for any
10 such Public Work, Consultant shall obtain the general prevailing rate of per diem
11 wages and the general prevailing rate for holiday and overtime work in this locality
12 for each craft, classification or type of worker needed to perform the Public Work,
13 and shall include such rates in the bid specifications, contract or subcontract. Such
14 bid specifications, contract or subcontract must contain the following provision: "It
15 shall be mandatory for the contractor to pay not less than the said prevailing rate of
16 wages to all workers employed by the contractor in the execution of this contract.
17 The contractor expressly agrees to comply with the penalty provisions of California
18 Labor Code section 1775 and the payroll record keeping requirements of California
19 Labor Code section 1771."

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

23 18. INDEMNITY.

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

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

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

25 D. The provisions of this Section shall survive the expiration or
26 termination of this Agreement.

27 19. AMBIGUITY. In the event of any conflict or ambiguity between this
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1 Agreement and any Exhibit, the provisions of this Agreement shall govern.

2 20. FORCE MAJEURE. If any party fails to perform its obligations
3 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
4 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
5 governmental regulations, governmental controls, judicial orders, enemy or hostile
6 governmental action, pandemic, civil commotion, fire or other casualty, or other causes
7 beyond the reasonable control of the party obligated to perform, then that party's
8 performance will be excused for a period equal to the period of such cause for failure to
9 perform.

10 21. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

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

12 24. 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 or
16 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 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, liability,
23 causes of action, costs or expenses (including reasonable attorney's fees) whether
24 or not reduced to judgment, arising from any breach or alleged breach of this
25 warranty.

26 25. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
27 that Consultant has not employed or retained any entity or person to solicit or obtain this
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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 26. 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 27. CONTINUATION. Termination or expiration of this Agreement shall
13 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
14 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

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

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

26 30. AUDIT. City shall have the right at all reasonable times during the
27 term of this Agreement and for a period of five (5) years after termination or expiration of
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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona 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 31. 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.

8 WSP USA, INC., a New York corporation
9 July 12, 2021 By Victor T. Martinez
10 Name Victor T. Martinez
11 Title Vice President, Dist. Bus. Leader
12 _____, 2021 By _____
13 Name _____
14 Title _____

15 "Consultant"
16 CITY OF LONG BEACH, a municipal
17 corporation
18 July 23, 2021 By Doreen Z. Zichman
19 EXECUTED PURSUANT
20 TO SECTION 301 OF
21 "City" THE CITY CHARTER

22 This Agreement is approved as to form on July 15, 2021.

23 CHARLES PARKIN, City Attorney
24 By [Signature]
25 Deputy
26
27
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EXHIBIT “A”

Scope of Work

SCOPE OF PROJECT

Project Understanding

The City of Long Beach (City), in cooperation with the California Department of Transportation (Caltrans), approved the Final Environmental Impact Report and Environmental Assessment (EIR/EA) for the replacement of the Shoemaker Bridge (Bridge). The Bridge connects to I-710 and is a regional gateway entrance to Downtown Long Beach. As such, the City is looking to replace the bridge with an Iconic Structure. Alternatives 2 & 3 were the two Build Alternatives that were studied by the EIR/EA and the same two structure types were evaluated for both alternatives; Segmental and Cable Stay. Alternative 3 (Design Option A) was selected as the preferred alternative. The primary difference between Alternatives 2 & 3 is that Alternative 2 proposes to repurpose a portion of the existing bridge for a nonmotorized use, and Alternative 3 proposes removal of the existing bridge. The estimated construction value ranges from \$250 million to \$350 million.

VIEW OF SHOEMAKER BRIDGE



The City has issued this RFP to select a Consultant to provide a Value Analysis (VA) for the project. The VA study needs to comply with Caltrans methodology as outlined in Chapter 19 “Value Analysis” of the Project Development Procedures Manual (PDPM) and detailed in the latest Caltrans VA Team Guide and Report Guide. It also needs to comply with FHWA guidelines.

WSP has assembled a Team consisting of a Certified Value Specialist, Complex Bridge Engineers, Highway Engineers, Constructability reviewers as well as other specialists to lead the evaluation and development of the VA Study. The ultimate objective of the VA Study is to evaluate the Preferred Alternative, i.e., Alternative 3 (Design Option A), and to identify alternative solutions to improve performance, and quality and reduce cost while still providing an Iconic project meeting the City’s goals and objectives.

Project Approach

Our Team will focus on the major items of construction, Structural, Civil, Utilities, Drainage, and Traffic, to reduce cost, improve quality and build consensus among the various project stakeholders. Since the bridge type is at the forefront of the project cost, this will be our Team’s initial focus. As noted above, we understand that two main bridge types have been environmentally cleared, Segmental and Cable-Stayed. From an aesthetic perspective, they each provide different opportunities. With Segmental, the aesthetics can be enhanced through formwork, creating desired features on the superstructure, and with fewer columns in the LA River. The Cable-Stay Bridge alternative from the LA River with the towers creating a unique profile view to create a unique profile view of the towers, and would serve to complement the recently completed Gerald Desmond Bridge Replacement Project.

We are aware that an updated LA River Master Plan (LARMP) was recently prepared for Los Angeles County and Los Angeles County Public Works. Our VA Team will perform a cursory review of the LARMP to see if there are any design guidelines and/or features that can be utilized to enhance the quality and reduce the costs of the Shoemaker Bridge Replacement Project.

WSP is the Program Manager/Construction Manager (PMCM) for the recently opened Gerald Desmond Bridge Replacement Project. In our role as the PMCM, we worked extensively with the City, Port of Long Beach, and Caltrans to deliver Southern California’s first signature bridge. Our strong working relationship with the City and Caltrans will be used to foster a collaborative effort between all stakeholders throughout the VA process

SCOPE OF PROJECT

for the Shoemaker Bridge.

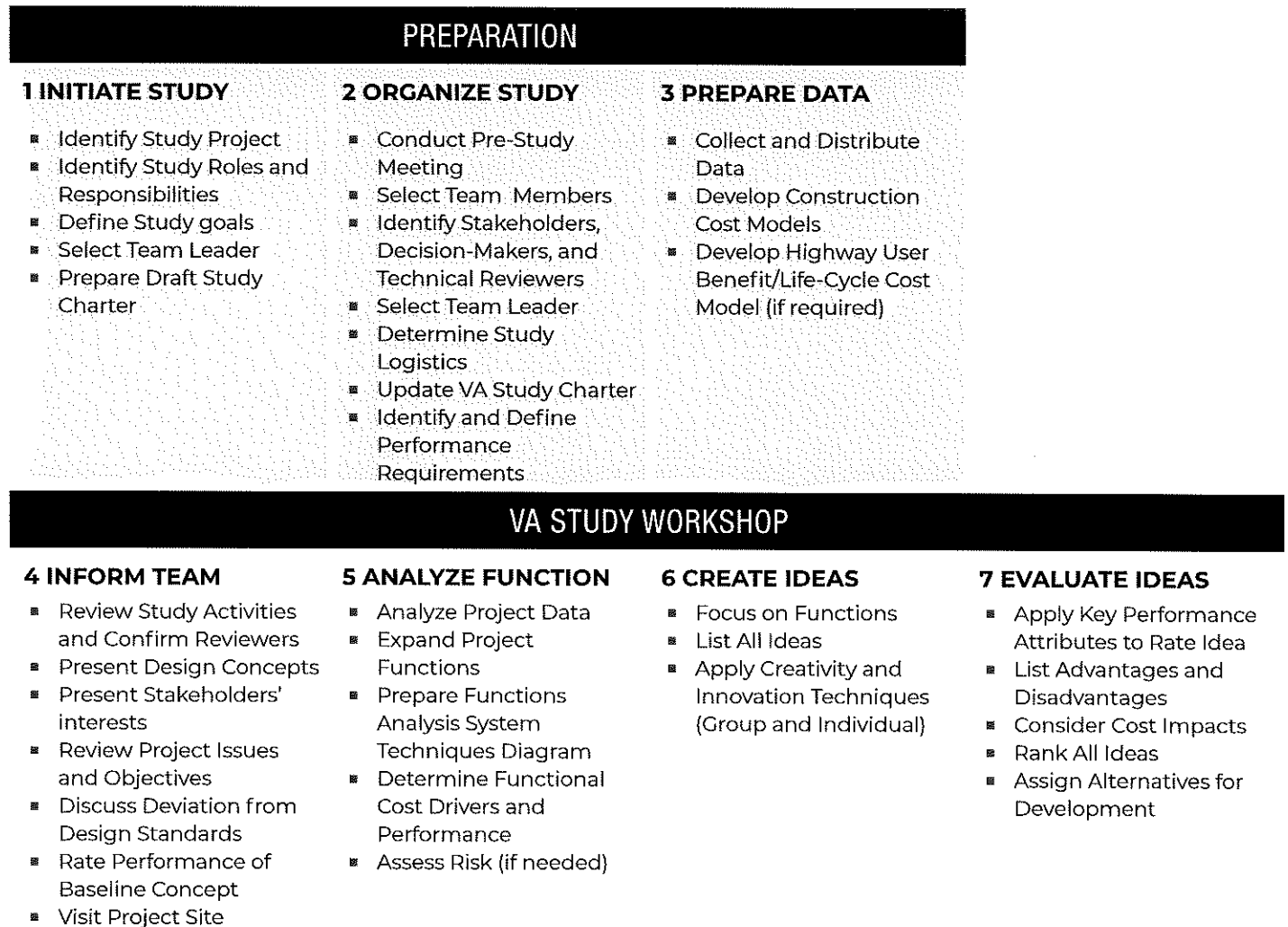
We have prepared this process chart of the VA Study steps, see Figure 1. The Value Analysis (VA) Process Chart represents an overview of the VA process. The details below describe the process leading to the adoption of the Final VA report containing the proposed findings for incorporation by the Design Team. The discussion below highlights the key items of our approach:

Steps 1 & 2 Virtual Facilitation – Initiate Study & Organize Study

Our Project Manager, Michael Borzok, will take the lead working with the City to:

- Discuss roles and responsibilities
- Define study goals
- Prepare draft study charter

Figure 1. Value Analysis Process Chart



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Figure 1. Value Analysis Process Chart

8 DEVELOP ALTERNATIVES

- Develop Alternative Concepts
- Prepare Sketches and Calculations
- Measure Performance
- Estimate Costs, Life-Cycle Cost Benefits / Costs

9 CRITIQUE ALTERNATIVES

- VA Alternatives Technical Review
- VA Alternatives Team Consensus Review
- Identify Mutually Exclusive Groups of Alternatives
- Identify VA Strategies
- Validate Performance

10 PRESENT ALTERNATIVES

- Present Findings
 - Document Feedback
 - Confirm Pending Review
- *Interim Presentation of Study Findings*

DETERMINE DISPOSITION

11 DOCUMENT ALTERNATIVES

- Document Process and Study Findings
- Develop and Distribute VA Study
- Summary Report - Preliminary Findings and VA Study Preliminary Report
- Distribute Electronic Report to Headquarters VA Program

12 ASSESS ALTERNATIVES

- Review Study Summary Report
 - Assess Alternatives for Project Acceptance
 - Prepare Draft Implementation Dispositions
- ** Activities Performed by Project Development Team, Technical Reviewers and Stakeholders*

13 RESOLVE ALTERNATIVES

- Review Implementation Disposition
- Conduct Implementation Meeting
- Resolve Implementation Actions with Decision-Makers and Stakeholders
- Document VA Alternative Disposition
- Develop Implementation Action Memorandum (if conditionally accepted alternatives remain)

14 FINALIZE ALTERNATIVES

- VA Team Leader Follow Up with the Project Manager on Conditionally Accepted Alternative
- Resolve Conditionally Accepted Alternative
- Develop Implementation Plan with Project Manager
- Design Manager Sign Off on VA Implementation Plan Authorization
- Final Presentation of Study Results (if needed)

REPORTING RESULTS

15 PUBLISH RESULTS

- Document Process and Study Results
- Incorporate All Comments and Implementation Plan
- Distribute Final VA Study Report in Portable Document Format (pdf)
- Submit VA Study Summary Report and Two-Page Summary to Headquarters VA Program for FHWA Auditing
- Include Implementation Plan Authorization in Final VA Study report

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- Conduct pre-study meeting
- Discuss and select Team members. Based on our understanding of the project, here is a possible make-up of the Team:
 - ▶ WSP Team will consist of the Certified Value Specialist who will take the lead in preparing the agenda and study procedures in concert with our PM and the City.
 - ▶ Our Team will provide Civil, Structural, Drainage, Utilities, and Traffic specialists to participate on the VA Team.
 - ▶ Specialists as suggested from the City of Long Beach
 - ▶ Caltrans PM and representatives from Caltrans Structure Maintenance and Investigations (SM&I). On recent projects, engaging Caltrans SM&I is important since they will be maintaining the bridge once it has been constructed. We want to avoid any issues once the project proceeds to the Design Phase.

Virtual Facilitation Services

VMS has been delivering its services through distance-based, online, and virtual media and tools particularly since the beginning of the shutdown that started about a year ago. For over a decade, beginning with the development of their eLearning platform in 2007. VMS has since conducted numerous virtual meetings, workshops, and studies for clients using a variety of virtual meeting platforms. Team member VMS currently has licenses to the following virtual meeting platforms to address their client's specific facilitation, communications, and security needs: Our Team Skype/Skype for Business; Microsoft Teams; Zoom; Cisco WebEx; Amazon Chime; and Adobe Connect. VMS has identified and incorporated many lessons learned over the years to ensure that these remote technologies successfully support the delivery of their services.

Step 3 – Prepare Data

The key element here is the cost estimate. Typically, the VA Team is provided the current estimate that was prepared for the project as a starting point. As VA alternatives are prepared, the current estimate is refined by incorporating the proposed alternatives used to develop estimates incorporating these alternatives. Given the complexity and magnitude of the project, we suggest as an option that our Team prepare estimates for the main project cost components that we can compare to the current project estimates. This approach will help to confirm the project cost and use it for the Study.

Pre-Study (Steps 1 to 3): Meaningful and measurable results are directly related to the pre-study work performed. Depending on the type of study, all or part of the following information needs to be determined during the pre-study phase: clear definition of the current situation and study objectives; identification of study team members and project stakeholders; definition of how stakeholders are impacted by the project; identification of key issues and concerns; identification of criteria to be used for evaluation of the project performance; development of an independent project cost estimate (when appropriate); and project data gathered to be distributed to the VA team.

Step 4 – Inform Team

- Assemble Team
- Conduct Kickoff meeting with the current City Team to fully understand project function, etc.
- VA Team to perform site review

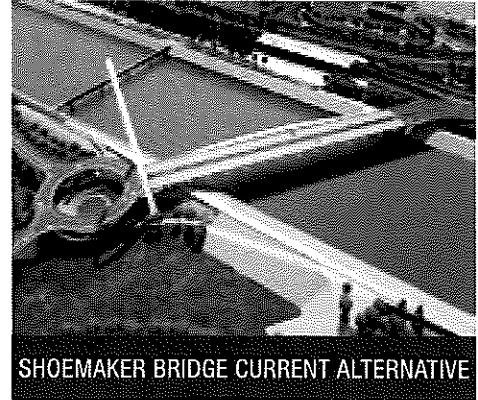
Information Phase – The VA team will have already reviewed the project information provided by the client before commencing the VA. The Information Phase is formally kicked off on the first day of the VA study with a presentation by the client and the Design Team. This presentation includes an overview of the scope, schedule, costs, and risks of the project. This phase also includes a review of the project risk register (if applicable).

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Steps 5 – 9

These steps involve the analysis of the project function, generating creative ideas, evaluating our ideas, developing alternatives and critiquing the alternatives. Key to this phase is the bridge design, which includes the main structure type, pedestrian ramp structures, substructure elements, and general approach for construction.

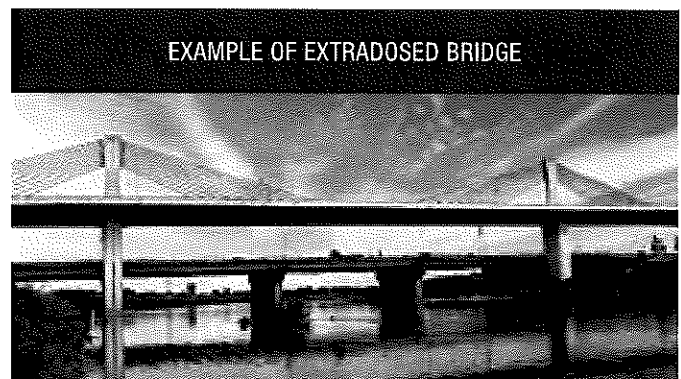
The Preferred Alternative, Alternative 3 (Design Option A), includes the complete removal of the existing Shoemaker Bridge and construction of the new bridge with a roundabout on the eastern end of the proposed bridge. The new Shoemaker Bridge would consist of multiple structures, with spans that cross the LA River, the northbound (NB) lanes of I-710, and the LA River and Rio Hondo (LARIO) Trail. The bridge length is approximately 1400 ft and aspires to be a signature gateway to the Long Beach area.



The bridge alternative selection process includes several considerations: engineering requirements, site condition, aesthetic, economic and environmental impact are major factors. For the new Shoemaker Bridge, cost and aesthetics are considerations that must be balanced considering the desire for a signature look. Commonly, for bridges, form follows function, and bridge type is driven by span length or geometric constraints. Often, particularly for long spans, this can lead to unique bridge types, where a signature structure is also the economically preferred structure.

Considering Value Analysis (VA) is a focus on cost, and the bridge is the primary cost of this project, a significant focus of the VA should be placed on the bridge type to potentially lower cost, while satisfying project constraints, including the desire for a signature look. A critical constraint for the project is hydraulics - maintaining a shallow depth to span ratio and minimizing piers within the channel. The ideal bridge type would satisfy this constraint and others, maintain a signature look, have a lower cost, and potentially reduce other impacts.

The extradosed bridge form is an example that should be considered as an alternative to the current alternatives for the new Shoemaker Bridge. It has frequently been adopted when overall height, navigation clearance, or aesthetic requirements have made the cable-stayed or girder alternatives less feasible. The typical span length range for an extradosed bridge is between 330 ft to 820 ft.



Comparing to the single span cable-stayed bridge not all spans are over the LA River concept, there will be one bridge pier in the LA River. Since the preferred Alternative 3 (Design Option A) includes the complete removal of all five existing Shoemaker Bridge river piers, the proposed single river pier from the extradosed concept would most likely not cause increased flood impacts. This can be confirmed by a Hydraulic Analysis Study. The following are potential advantages:

- 1.) The extradosed bridge concept may provide cost saving over the current cable-stayed bridge type.
- 2.) Visually, it has the appearance of a signature cable-stayed structure.
- 3.) Tower is much shorter with a tower-height to main-span ratio of around 1:8, as opposed to 1:4. This would reduce potential tower height impacts associated with FAA, and USFWS permitting.

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In addition to the bridge type, other potential areas for reducing cost while improving performance and quality are as follows:

- Roadway, review current design, review roundabout and other features to determine possible alternatives that fit within the approved environmental document (ED)
- Pedestrian access, possible lookouts, etc. How to best incorporate within a reasonable budget. Needs to be consistent with the approved ED.
- Lighting is what provides dramatic views in the evening. Review current ideas and offer possible cost-effective alternative solutions.
- The VA Team will also review other project elements including but not limited to traffic, utilities, and drainage to determine if there are possible cost savings that can be suggested.

Function Analysis Phase (Step 5) – Development of the functional requirements of a project is vital to assuring a stakeholder that the facility will meet the stated criteria. The analysis of these functions in terms of actual cost is a primary element in a VA study. A Function Analysis System Technique (FAST) diagram is developed to help the team better understand the functional relationships of the project. VMS has evolved their FAST diagrams to also include costs, performance characteristics, and issues related to the project functions to direct the team to the functions where they should focus their efforts.

Creative Phase (Step 6) – During this phase, the VA team generates as many ideas as possible to provide the necessary functions for the project. Judgment of the ideas is not permitted, and all ideas are recorded.

Evaluation Phase (Step 7) – The VA team, as a group, evaluates each idea with respect to the functional requirements of the project. Each idea is evaluated against specific criteria established by the VA team and stakeholders. Advantages and disadvantages of each idea are recorded. Once each idea is fully evaluated, the idea is ranked based on a scale of 1 to 7 to prioritize the development of the ideas.

Development Phase (Steps 8 & 9) – During the development phase, each idea rated 4 or higher is expanded into a workable solution and documented on the VA Alternative forms. Ideas rated 3 may be written up and included in the report under the heading “Other Considerations,” time permitting. The development consists of the alternative concept, impact on facility operation, life-cycle cost analysis, and a descriptive evaluation of the advantages and disadvantages of the alternative. Each alternative is documented with a brief narrative to compare it with the original concept. Cost impacts are also prepared for each alternative. Design Suggestions are also developed when cost information is not available or appropriate.

Risk Management – Project risk management considers the potential impacts of uncertain events that can affect project outcomes. All projects must deal with risk effectively or they are subject to cost overruns, schedule delays, and poor performance. The VMS team integrates project risk management with VA studies to enhance VA studies in a simple, straightforward, and easily implemented manner.

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Value Measurement – In order to assess “best value,” a process is needed to measure and evaluate project performance. VMS has been using the Value Metrics process for over 15 years for public clients which provides a means to identify and define performance requirements and attributes on a project-by-project basis; develop relative priorities and rating scales for performance attributes; establish an algorithm for indexing total value by considering performance, cost, time, and risk that facilitates the comparison of alternatives. The additional benefit of this approach is that it ensures better alignment of project stakeholders with VA effort.

Step 10 – Present Alternatives

Our Team will present the findings to the City and other stakeholders per the City’s direction, this will include the alternative concepts. Sketches and calculation to illustrate each alternative will be developed. This will include performance, cost estimates and life-cycle cost benefit/costs. This will be the interim presentation of findings.

Presentation Phase (Step 10) – This step of the VA study is an informal oral presentation of alternatives to the project or process stakeholders. This provides the stakeholders an opportunity to preview the alternatives developed by the VA team and gain an understanding of the rationale behind them before the Preliminary VA Study Report is published.

Step 11 – Document VA Study

The process will be documented, and the VA Study summary will be prepared and submitted to the City for review and comment.

Step 12 – Assess Alternatives

Review the VA alternatives, flesh-out any questions that need to be answered and assign responsibilities for follow-up. Develop a timeline to reconvene with the City. Working with the City, the alternatives will be assessed, and a draft implementation disposition plan will be prepared.

Step 13 – Resolve Alternatives

The main purpose of this step is to develop the implementation action memorandum. Perform follow-up research, engineering, environmental analysis, etc. that was assigned in Step 12. Prepare narrative response to questions raised in Step 12. Provide to the City.

Step 14 – Finalize Alternatives

Meet with the City to determine a final disposition of the VA alternatives based on the work done in Step 13. The main objective of this step is the final presentation of study results. The tasks leading to this are described on Figure 1. Value Analysis Process Chart.

Implementation Phase (Steps 11 to 14) – After the client has reviewed the Preliminary VA Study Report, VMS will coordinate with WSP and the City of Long Beach on the project stakeholders’ responses to the report and prepare for an implementation meeting to resolve the disposition of the VA alternatives and finalize the VA study deliverables (cost, performance, and value indices), and submit the Final VA Study Report to the City of Long Beach.

Step 15 – Publish Results

Our Team will incorporate all comments and revise the implementation plan. The final report will be distributed. The final report will include the implementation plan.

VE Study Reporting (Step 15)

VMS understands the need to be timely and efficient in the compiling and reporting of results for its VA studies. The firm typically compiles and distributes preliminary reports within two weeks of completion of

SCOPE OF PROJECT

the study. As a standard part of its practice, VMS prepares written technical reports detailing the findings of the studies and delivers these reports on time. This includes a thorough technical editing and quality assurance and quality control measures. Over the past three decades, VMS has continued to work with its clients to cater to their reporting needs and to best structure the results in a manner that is most effective for communicating all important details. VMS's reports are technically accurate, well organized, and concisely written because of their rigorous focus on quality assurance and quality control.

Project Management

As this VA Study will be generally conducted over a few weeks' time this Spring, our management process will be focused around quality and schedule.

Quality Management Plan (QMP)

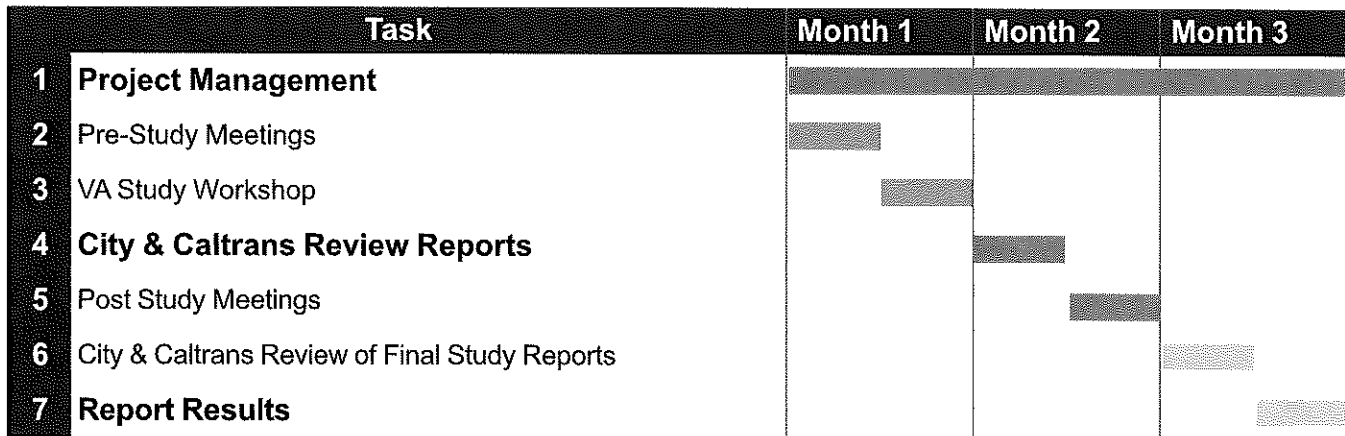
Our long-standing commitment to quality is at the heart of our firm's culture and the root of more than a century of client satisfaction. In continuing recognition of the need to ensure quality at all levels of the company, we are committed to a company-wide quality system, certified to the ISO 9001 standard.

Our team will employ a QMP that has been refined based upon our experience working on current and previous on-call contracts. The QMP will enhance efficiency and team cohesion, streamline workflow, and provide quality assurance (QA) and documentation. It will be tailored to this VA for each task order. Our policy is that no document will be released or officially transmitted to you or any third party without having received a suitable quality review.

Schedule

Our draft schedule to conduct the VA Study is shown below. The various meetings will need to be scheduled around the City, Caltrans and other stakeholder participants availability.

Figure 2. VA Schedule



Project Coordination & Communication

Strong communication is crucial to any project. At WSP, we view ourselves as an extension of our client and believe that the benefits of transparent and open communication extend well beyond the boundaries of a project. Our project management approach emphasizes strong, clear communication to all parties involved including the day-to-day client contacts, executive leadership, elected officials, subconsultants, high-profile stakeholders and communities. At the onset of the project, WSP will develop an agreed-upon plan and communication protocols for the life of the project.

EXHIBIT “B”

Rates/Charges

WSP P421-017 Shoemaker Bridge Replacement Project VA

Task Description		SR. STRUCTURAL ENGINEER	PRINCIPAL NATIONAL BUSINESS LINE	MANAGER, COMMUNICATION AND PUBLIC INVOLVEMENT	SR. DIRECTOR, CIVIL ENGINEER	DIRECTOR, CIVIL ENGINEER	DIRECTOR, CONSTRUCTION MANAGEMENT	CONSULTANT, PROJECT ACCOUNTANT	DIRECTOR, ESTIMATOR	DIRECTOR, STRUCTURAL ENGINEER	DIRECTOR, STRUCTURAL ENGINEER	Total Labor	Total Cost	Total Overhead	Total Hours	3/12/2021	SUBCONSULTANT	Total
Base Rate Fully Loaded Rate		\$ 105.12	\$ 160.50	\$ 52.28	\$ 103.48	\$ 89.00	\$ 103.80	\$ 40.40	\$ 92.28	\$ 95.16	\$ 100.42							
Task 1.0 Project Management		\$ 281.46	\$ 413.99	\$ 134.80	\$ 282.39	\$ 229.56	\$ 266.96	\$ 104.21	\$ 237.97	\$ 246.45	\$ 289.02							
1.01	Prepare and provide a Project Management Plan	20																\$ 5,629
1.02	Prepare a Quality Plan and Implement quality assurance and control procedures	2																\$ 593
1.03	Periodic schedule updates	2																\$ 563
1.04	Manage and track cost control, schedule management	4																\$ 563
1.05	Meetings	4																\$ 1,126
1.06	Project Accountant	34						14										\$ 1,126
1.07	Subtotal							14					\$ 568	\$ 779	\$ 1,345	\$ 114		\$ 1,459
Task 2.0 Pre-Study Meetings													\$ 4,276	\$ 5,899	\$ 10,164	\$ 664		\$ 11,028
2.01	Coordinate and obtain necessary information for the study.	2																\$ 563
2.02	Organize the pre-study meeting.	4																\$ 1,126
2.03	Coordinate with the City and City staff regarding the stakeholders, decision-makers, and technical reviews.	4	2.5															\$ 1,463
2.04	Prepare the study schedule.	4																\$ 1,126
2.05	Identify and define performance requirements; and	3																\$ 893
2.06	Prepare, collect and distribute data.	4																\$ 2,609
Task 3.0 VA Study Workshop																		\$ 13,839
3.01	Kick-off Meeting	8	2															\$ 8,066
3.02	Study Workshop	8																\$ 32,869
3.03	Resolution and Finalization of Alternatives	4	2															\$ 3,556
Task 4.0 Post-Study Meetings																		\$ 44,491
4.01	Organize the post-study meeting.	2																\$ 563
4.02	Coordinate with the City and City staff regarding the stakeholders, decision-makers, and technical reviews	2	2.5															\$ 900
4.03	Provide presentation of Final Study Results; and	4																\$ 4,130
4.04	Solicit feedback and comments prior to finalization of the Final VA Study Report	2	2															\$ 2,415
Task 5.0 Report Results																		\$ 5,448
5.01	Incorporate comments and implementation plan	4																\$ 4,130
5.02	Distribute the Final VA Study Report	2																\$ 563
5.03	Submit the VA Study Summary Report and a Summary Report to HQ VA for FHWA Auditing	2																\$ 563
5.04	Include Implementation Plan Authorization in the Final VA	2																\$ 563
Subtotal		10	2	2.5	2	2	2	0	3	3	6	31	\$ 936	\$ 1,289	\$ 2,226	\$ 189		\$ 2,415
TOTAL HOURS BY PERSONNEL		95	10	5	12	20	6	14	40	40	80	324	\$ 32,250	\$ 44,418	\$ 76,666	\$ 6,517	\$ 54,327	\$ 137,513

EXHIBIT “C”

City’s Representative(s):

Carl Hickman, Interim City Engineer

Office: 562.570.6665

Carl.Hickman@longbeach.gov

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee(s):

Victor Martinez, Vice President

WSP USA, Inc.

Office: 714.564.2757

Victor.Martinez@wsp.com

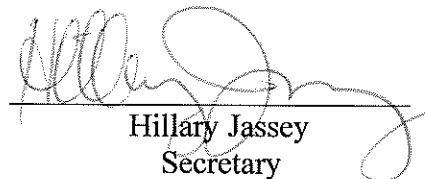
WSP USA INC.

SECRETARY'S CERTIFICATE

I, Hillary Jassey, Secretary of WSP USA Inc. (the "Corporation"), do hereby certify on behalf of the Corporation and not in my individual capacity that on August 4, 2020 the Board of Directors of the Corporation adopted the following resolution:

"RESOLVED, that parties authorized by the Delegation of Authority may sign RFPs, RFQs and any resulting project contracts or amendments in accordance with the Delegation of Authority."

I further certify that the resolution has not been revoked, that as Vice President/District Transportation Business Leader of the Corporation, Victor J. Martinez, P.E. is authorized by the Delegation of Authority to sign Contract for PW21-017 for the Shoemaker Replacement Bridge Project Value Analysis Study, by and between the City of Long Beach, a municipal corporation and the Corporation.


Hillary Jassey
Secretary

July 12, 2021
Date