

1 AGREEMENT

2 **29030**

3 THIS AGREEMENT is made and entered, in duplicate, as of
4 December 20, 2004 for reference purposes only, pursuant to a minute order adopted by
5 the City Council of the City of Long Beach at its meeting held on November 4, 2003, by and
6 between KAKU ASSOCIATES, INC., a California corporation, with a place of business
7 at 201 Santa Monica Boulevard, Suite 500, Santa Monica, California 90401 ("Consultant"),
8 and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, the City requires specialized services requiring unique skills to
10 be performed in connection with as-needed transportation planning services ("Project");
11 and

12 WHEREAS, City has selected Consultant in accordance with City's
13 administrative procedures and City has ascertained that Consultant and its employees are
14 qualified, licensed, if so required, and experienced in performing such specialized services;
15 and

16 WHEREAS, City desires to have Consultant perform said specialized
17 services, and Consultant is willing and able to do so on the terms herein;

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

20 1. SCOPE OF WORK OR SERVICES.

21 A. Consultant shall furnish specialized services more particularly set forth in
22 Exhibit "A", attached hereto and incorporated herein by this reference, in accordance with
23 the standards of the profession, and City shall pay for said services in the manner
24 described below, not to exceed \$500,000.00, at the rates or charges described in
25 Exhibit "A".

26 B. Consultant may select the time and place of performance hereunder
27 provided, however, that access to City documents, records, and the like, if needed by
28 Consultant, shall be available only during City's normal business hours and provided that

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1 milestones for performance, if any, are met.

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

15 D. Consultant represents that Consultant has obtained all necessary
16 information on conditions and circumstances that may affect performance hereunder and
17 has conducted site visits, if necessary.

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

21 2. TERM. The term of this Agreement shall commence at midnight on
22 November 1, 2004, and shall terminate at 11:59 p.m. on October 31, 2007, unless sooner
23 terminated as provided in this Agreement, or unless the services to be performed
24 hereunder or the Project is completed sooner.

25 3. COORDINATION AND ORGANIZATION.

26 A. Consultant shall coordinate performance hereunder with City's
27 representative, if any, named in Exhibit "B", attached hereto and incorporated herein by
28 this reference. Consultant shall advise and inform City's representative of the work in

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1 progress on the Project in sufficient detail so as to assist City's representative in making
2 presentations and in holding meetings for the exchange of information. City shall furnish
3 to Consultant information or materials, if any, described in Exhibit "C" attached hereto and
4 incorporated herein by this reference, and shall perform any other tasks described therein.

5 B. The parties acknowledge that a substantial inducement to City for entering
6 this Agreement was and is the reputation and skill of Consultant's key employee Dick Kaku.
7 City shall have the right to approve any person proposed by Consultant to replace that key
8 employee.

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

21 5. INSURANCE. As a condition precedent to the effectiveness of this
22 Agreement, Consultant shall procure and maintain at Consultant's expense for the duration
23 of this Agreement from insurance companies that are admitted to write insurance in
24 California or from authorized non-admitted insurance companies that have ratings of or
25 equivalent to A:VIII by A.M. Best Company the following insurance:

26 (a) Commercial general liability insurance (equivalent in scope to ISO
27 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One
28 Million Dollars (\$1,000,000) per each occurrence and Two Million

1 Dollars (\$2,000,000) general aggregate. Such coverage shall include but not
2 be limited to broad form contractual liability, cross liability, independent
3 contractors liability, and products and completed operations liability. The
4 City, its officials, employees and agents shall be named as additional
5 insureds by endorsement (on City's endorsement form or on an endorsement
6 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
7 this insurance shall contain no special limitations on the scope of protection
8 given to the City, its officials, employees and agents.

9 (b) Workers' Compensation insurance as required by the Labor Code
10 of the State of California and employer's liability insurance in an amount not
11 less than One Million Dollars (\$1,000,000).

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

14 (d) Commercial automobile liability insurance (equivalent in scope to
15 ISO form CA 00 01 06 92), in an amount not less than Five Hundred
16 Thousand Dollars (\$500,000) combined single limit per accident.

17 Any self-insurance program, self-insured retention, or deductible must be
18 separately approved in writing by City's Risk Manager or designee and shall protect City,
19 its officials, employees and agents in the same manner and to the same extent as they
20 would have been protected had the policy or policies not contained retention or deductible
21 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
22 reduced, non-renewed, or canceled except after thirty (30) days prior written notice to City,
23 and shall be primary and not contributing to any other insurance or self-insurance
24 maintained by City. Consultant shall notify the City in writing within ten (10) days after any
25 insurance required herein has been voided by the insurer or cancelled by the insured. If
26 this coverage is written on a "claims made" basis, it must provide for an extended reporting
27 period of not less than one year, commencing on the date this Agreement expires or is
28 terminated, unless Consultant guarantees that Consultant will provide to the City evidence

1 of uninterrupted, continuing coverage for a period of not less than three (3) years,
2 commencing on the date this Agreement expires or is terminated.

3 Consultant shall require that all contractors and subcontractors which
4 Consultant uses in the performance of services hereunder maintain insurance in
5 compliance with this Section unless otherwise agreed in writing by City's Risk Manager or
6 designee.

7 Prior to the start of performance, Consultant shall deliver to City certificates
8 of insurance and required endorsements for approval as to sufficiency and form. In
9 addition, Consultant, shall, within thirty (30) days prior to expiration of the insurance
10 required herein, furnish to City certificates of insurance and endorsements evidencing
11 renewal of such insurance. City reserves the right to require complete certified copies of
12 all policies of Consultant and Consultant's contractors and subcontractors, at any time.
13 Consultant shall make available to City's Risk Manager or designee all books, records and
14 other information relating to the insurance coverage required herein, during normal
15 business hours.

16 Any modification or waiver of the insurance requirements herein shall only
17 be made with the approval of City's Risk Manager or designee. Not more frequently than
18 once a year, the City's Risk Manager or designee may require that Consultant,
19 Consultant's contractors and subcontractors change the amount, scope or types of
20 coverages required herein if, in his or her sole opinion, the amount, scope, or types of
21 coverages herein are not adequate.

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

25 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement contemplates
26 the personal services of Consultant and Consultant's employees, and the parties
27 acknowledge that a substantial inducement to City for entering this Agreement was and is
28 the professional reputation and competence of Consultant and Consultant's employees.

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1 Consultant shall not assign its rights or delegate its duties hereunder, or any interest
2 herein, or any portion hereof, without the prior approval of City, except that Consultant may
3 with the prior approval of the City Manager of City, assign any moneys due or to become
4 due the Consultant hereunder. Any attempted assignment or delegation shall be void, and
5 any assignee or delegate shall acquire no right or interest by reason of such attempted
6 assignment or delegation. Furthermore, Consultant shall not subcontract any portion of
7 the performance required hereunder without the prior approval of the City Manager or
8 designee, nor substitute an approved subcontractor without said prior approval to the
9 substitution. Nothing stated in this Section 6 shall prevent Consultant from employing as
10 many employees as Consultant deems necessary for performance of this Agreement.

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

17 8. MATERIALS. Consultant shall furnish all labor and supervision, supplies,
18 materials, tools, machinery, equipment, appliances, transportation, and services necessary
19 to or used in the performance of Consultant's obligations hereunder, except as stated in
20 Exhibit "C".

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

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1 may be retained by Consultant but Consultant warrants that Data shall not be made
2 available to any person or entity for use without the prior approval of City. Said warranty
3 shall survive termination of this Agreement for five (5) years.

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

14 11. CONFIDENTIALITY. Consultant shall keep the Data confidential and
15 shall not disclose the Data or use the Data directly or indirectly other than in the course of
16 services provided hereunder during the term of this Agreement and for five (5) years
17 following expiration or termination of this Agreement. In addition, Consultant shall keep
18 confidential all information, whether written, oral, or visual, obtained by any means
19 whatsoever in the course of Consultant's performance hereunder for the same period of
20 time. Consultant shall not disclose any or all of the Data to any third party, nor use it for
21 Consultant's own benefit or the benefit of others except for the purpose of this Agreement.

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

28 13. ADDITIONAL COSTS AND REDESIGN. A. Any costs incurred by the

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

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

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

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

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

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

1 proceedings, penalties, costs and expenses (including attorney's fees, court costs, and
2 expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include
3 allegations and include by way of example but are not limited to: Claims for property
4 damage, personal injury or death arising in whole or in part from any negligent act or
5 omission of Consultant, its officers, employees, agents, sub-consultants, or anyone under
6 Consultant's control (collectively "Indemnitor"); Consultant's breach of this Agreement;
7 misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating
8 in any way to worker's compensation. Independent of the duty to indemnify and as a
9 free-standing duty on the part of Consultant, Consultant shall defend City and shall
10 continue such defense until the Claim is resolved, whether by settlement, judgment or
11 otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of
12 Indemnitor shall be required for the duty to defend to arise. Consultant shall notify the City
13 of any claim within ten (10) days. Likewise, City shall notify Consultant of any claim, shall
14 tender the defense of such claim to Consultant, and shall assist Consultant, as may be
15 reasonably requested, in such defense.

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

18 19. COSTS. If there is any legal proceeding between the parties to enforce
19 or interpret this Agreement or to protect or establish any rights or remedies hereunder, the
20 prevailing party shall be entitled to its costs and expenses, including reasonable attorneys'
21 fees and court costs (including appeals).

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

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

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

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

22 22. COPYRIGHTS AND PATENT RIGHTS. A. Consultant shall place the
23 following copyright protection on all Data: © City of Long Beach, California _____, inserting
24 the appropriate year.

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

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

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

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

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

23 26. TAX REPORTING. As required by federal and state law, City is
24 obligated to and will report the payment of compensation to Consultant on
25 Form 1099-Misc. Consultant shall be solely responsible for payment of all federal and
26 state taxes resulting from payments under this Agreement. Consultant's Employer
27 Identification Number is [REDACTED]. If Consultant has a Social Security Number rather
28 than an Employer Identification Number, then Consultant shall submit that Social Security

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1 Number in writing to City's Accounts Payable, Department of Financial Management.
2 Consultant acknowledges and agrees that City has no obligation to pay Consultant
3 hereunder until Consultant provides one of the aforesaid Numbers.

4 27. ADVERTISING. Consultant shall not use the name of City, its officials
5 or employees in any advertising or solicitation for business, nor as a reference, without the
6 prior approval of the City Manager or designee.

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

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

14 IN WITNESS WHEREOF, the parties hereto have caused this document to

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1 be duly executed with all formalities required by law as of the date first stated herein.

2 KAKU ASSOCIATES, INC., a California
3 corporation

4 28 December, 2005

By *Dick S. Kaku*

President

Dick S. Kaku

(Type or Print Name)

5 28 December, 2005

6 By *Dick S. Kaku*

Secretary

Dick S. Kaku

(Type or Print Name)

7 "Consultant"

8 CITY OF LONG BEACH, a municipal corporation

9 2-14-, 2005

10 By *Michael...*

City Manager

11 "City"

12 This Agreement is approved as to form on 2/9, 2005.

13 ROBERT E. SHANNON, City Attorney

14 By *D. Quinn*
15 Senior Deputy

16 Robert E. Shannon
17 City Attorney of Long Beach
18 333 West Ocean Boulevard
19 Long Beach, California 90802-4664
20 Telephone (562) 570-2200

EXHIBIT "A"

SCOPE OF WORK

Scope of Work

As-Needed Traffic Engineering and Transportation Planning Services

A. PROJECT DESCRIPTION AND OVERVIEW

The purpose of this agreement is to provide traffic engineering and transportation planning services on an "as-needed" basis for various projects within the City. Services are expected to be provided in one or more of the three areas listed below.

Consultant services shall include, but not be limited to, the following:

1. TRAFFIC ENGINEERING

A. Traffic Operations

Apply traffic engineering concepts to confirm the adequacy of transportation facilities, to determine the need for traffic control devices and to ensure the safe and efficient operation of the transportation system.

Consultant may be required to conduct traffic surveys and data collection; including engineering and traffic surveys; investigate motorist and vehicle characteristics; utilize traffic flow principles; identify and make recommendations on traffic safety; utilize traffic laws and enforcement; determine traffic signal timing; evaluate highway operations; conduct warrant studies for the deployment of traffic control devices; design and evaluate proposals for angled parking, speed humps and traffic calming devices; evaluate neighborhood traffic and parking management issues, and evaluate school area parking, circulation and safety, including the preparation of suggested walking routes to school maps.

B. Traffic Design

Prepare traffic engineering designs to warn, regulate, and guide traffic. Consultant may be required to develop geometric and channelization conceptual designs; evaluate or design intelligent transportation systems field elements, communications systems and control elements; prepare traffic signal, striping and signing plans, specifications and estimates, develop parking lot layout designs; prepare traffic signal timing plans;

and review design plans developed in conjunction with private development.

2. TRANSPORTATION PLANNING AND PROGRAMS

Consultant may be required to analyze and organize transportation funding programs and policies within the City and the region, utilize and develop transportation policies, funding and institutions, prepare infrastructure planning studies, review or give input to environmental impact studies, define and develop transit and para-transit operations, prepare project study reports, analyze and prepare reports and recommendations relative to the City's transportation programs, identify grant sources and prepare applications for funding and prepare studies for future design and operation of street, pedestrian, bicycle, development and other transportation systems.

B. DEFINITIONS

OWNER – City of Long Beach

CITY – The City of Long Beach, the Manager of Traffic and Transportation of the City of Long Beach or designated representative.

CITY PROJECT MANAGER (CPM) – The Manager of Traffic and Transportation's designated project manager or representative overseeing the project.

CONSULTANT – The individual, partnership, corporation, joint venture, or other legal entity named as such in the Contract Documents to perform the work.

CONSULTANT PROJECT MANAGER (COPM) – The Consultant's proposed overall project manager and team leader.

C. BASIC SERVICES

This RFQ is intended to procure traffic engineering, transportation planning, and other professional consulting services including, but not limited to, the following:

1. Design Services

- a) Review and application of City standards for design
- b) Preparation of studies, reports, calculations, designs, drawings, specifications, cost estimates, and schedules
- c) Preparation of environmental documentation
- d) Preparation, application, and acquisition of building and regulatory permits, in a timely manor, from the City of Long Beach and outside agencies

- e) Meeting with City representatives and other consultants for design review and approval
- f) Prepare and submit for review and approval construction plans, cost estimates, and specifications including those at the 30%, 60%, 90%, and 100% design completion stages
- g) Stamped and signed plans and specifications by appropriately licensed California Engineers

2. Bidding Services

- a) Preparation of bid documents
- b) Attendance at pre-bid meetings
- c) Preparation of addenda items

3. Engineering Services During Construction

- a) Attendance at pre-construction meetings
- b) Review of material submittals and shop drawings
- c) Attending field meetings and visiting construction sites pursuant to resolving construction problems and issues
- d) Responding to contractor Requests For Information
- e) Assist and recommend to City any Change Order items
- f) Preparation of Record Drawings of As-built project construction
- g) Assist City with warranty-related work or other construction deficiencies

D. CITY RESPONSIBILITIES

1. Provide project management through an assigned CPM as designated by the City Engineer. The CPM will act as the project focal point.
2. Provide or make available upon request, reports, drawings, documents, GIS land base maps, records and other data deemed useful for project development.
3. Advertise for bids, review bids and award contracts.
4. Administer contracts.

E. MISCELLANEOUS

1. Drafting shall be performed on AutoCAD 2000, in the home office of the Consultant, and conform to City standards.

2. All plans, diskettes/CDs and other documents prepared by the Consultant on behalf of the City shall become the sole property of the City of Long Beach.
3. The City shall pre-approve the Consultant Project Manager i.e. Consultant's Representative (CR), by review of their resumes. If after a period of time, the City is not satisfied with the work of progress of the CR, another CR shall be furnished. The CR, once selected, shall not be replaced, unless approved by the City.
4. All engineering and traffic details and calculations shall be based on appropriate usages of the following:
 - California Vehicle Code
 - Long Beach Municipal Code
 - Caltrans Traffic Manual
 - Manual of Uniform Traffic Control Devices
 - Caltrans Standard Plans
 - City of Long Beach Standard Plans and Handbook of Design Standards (2003 versions)
 - Los Angeles County Congestion Management Program
 - City of Long Beach Traffic Impact Analysis Guidelines
 - Urban Land Institute Shared Parking Analysis
 - Institute of Transportation Engineers (ITE) Trip Generation Manual
 - All other applicable local, county, state and federal codes and regulations

Consultant shall possess appropriate engineering licenses to be deemed qualified to perform the services outlined in this scope of work.

**KAKU ASSOCIATES, INC.
RATE SCHEDULE
NOVEMBER 1, 2004 – OCTOBER 31, 2005**

Principal I	\$ 275/hr
Principal II	\$ 250/hr
Principal III	\$ 200/hr
Associate I	\$ 150/hr
Associate II	\$ 125/hr
Associate III	\$ 105/hr
Associate IV	\$ 90/hr
Technician	\$ 60/hr
Administrative	\$ 65/hr

Note: Subconsultants' charges will be at cost. Other costs will be billed at our cost.

**KAKU ASSOCIATES, INC.
RATE SCHEDULE
NOVEMBER 1, 2005 – OCTOBER 31, 2006**

Principal I.....	\$ 289/hr
Principal II.....	\$ 263/hr
Principal III.....	\$ 210/hr
Associate I.....	\$ 158/hr
Associate II.....	\$ 131/hr
Associate III.....	\$ 110/hr
Associate IV.....	\$ 95/hr
Technician.....	\$ 63/hr
Administrative.....	\$ 68/hr

Note: Subconsultants' charges will be at cost. Other costs will be billed at our cost.

**KAKU ASSOCIATES, INC.
RATE SCHEDULE
NOVEMBER 1, 2006 – OCTOBER 31, 2007**

Principal I.....	\$ 303/hr
Principal II.....	\$ 276/hr
Principal III.....	\$ 221/hr
Associate I.....	\$ 166/hr
Associate II.....	\$ 138hr
Associate III.....	\$ 116/hr
Associate IV.....	\$ 100hr
Technician.....	\$ 66/hr
Administrative.....	\$ 71/hr

Note: Subconsultants' charges will be at cost. Other costs will be billed at our cost.

EXHIBIT "B"

THE CITY'S REPRESENTATIVE

The City's representative will be Sumire Gant.

EXHIBIT "C"

MATERIALS FURNISHED BY THE CITY

No specific materials will be furnished by the City.

EXHIBIT “D”

CITY’S POLICY FOR DISADVANTAGED, MINORITY – AND WOMEN-OWNED BUSINESS ENTERPRISES

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Disabled Veteran Business Enterprises (DBEs, MBEs, WBEs, LBBEs, and DVBEs) to compete successfully in supplying our needs for products and services.

Please visit <http://www.longbeach.gov/diversity> for more information on the City’s Diversity Outreach Program.