

AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of September 2, 2021, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on July 13, 2021, by and between AECOM TECHNICAL SERVICES, INC., a California corporation ("Consultant"), with a place of business at 300 South Grand Avenue, Los Angeles, California 90071, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with Anaheim Corridor Zoning Implementation Plan development ("Project"); and

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

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

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, in an amount not to exceed Two Hundred Nineteen Thousand Two Hundred Fifty Dollars (\$219,250), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one

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

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

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

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

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

4 2. TERM. The term of this Agreement shall commence at midnight on
5 July 14, 2021, and shall terminate at 11:59 p.m. on July 13, 2023, unless sooner terminated
6 as provided in this Agreement, or unless the services or the Project is completed sooner.
7 The term may be extended for three (3) additional one-year periods, at the discretion of
8 the City Manager.

9 3. COORDINATION AND ORGANIZATION.

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

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

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

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

7 5. INSURANCE.

8 A. As a condition precedent to the effectiveness of this
9 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
10 duration of this Agreement, from insurance companies that are admitted to write
11 insurance in California and have ratings of or equivalent to A:V by A.M. Best
12 Company or from authorized non-admitted insurance companies subject to Section
13 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
14 by A.M. Best Company, the following insurance:

15 i. Commercial general liability insurance (equivalent in
16 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less
17 than One Million Dollars (\$1,000,000.00) per each occurrence and Two
18 Million Dollars (\$2,000,000.00) general aggregate. This coverage shall
19 include but not be limited to broad form contractual liability, cross liability,
20 independent contractors liability, and products and completed operations
21 liability. City, its boards and commissions, and their officials, employees and
22 agents shall be named as additional insureds by endorsement (on City's
23 endorsement form or on an endorsement equivalent in scope to ISO form CG
24 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04
25 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain
26 no special limitations on the scope of protection given to City, its boards and
27 commissions, and their officials, employees and agents. This policy shall be
28 endorsed to state that the insurer waives its right of subrogation against City,

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its boards and commissions, and their officials, employees and agents.

ii. Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000.00). This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

iii. Professional liability or errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim.

iv. Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit per accident.

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

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

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless

1 Consultant guarantees that Consultant will provide to City evidence of uninterrupted,
2 continuing coverage for a period of not less than three (3) years, commencing on
3 the date this Agreement expires or is terminated.

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

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

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

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

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

1 and is the professional reputation and competence of Consultant and Consultant's
2 employees. Consultant shall not assign its rights or delegate its duties under this
3 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
4 of City, except that Consultant may with the prior approval of the City Manager of City,
5 assign any moneys due or to become due Consultant under this Agreement. Any
6 attempted assignment or delegation shall be void, and any assignee or delegate shall
7 acquire no right or interest by reason of an attempted assignment or delegation.
8 Furthermore, Consultant shall not subcontract any portion of its performance without the
9 prior approval of the City Manager or designee, or substitute an approved subconsultant
10 or contractor without approval prior to the substitution. Nothing stated in this Section shall
11 prevent Consultant from employing as many employees as Consultant deems necessary
12 for performance of this Agreement.

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

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

27 9. OWNERSHIP OF DATA. All materials, information and data
28 prepared, developed or assembled by Consultant or furnished to Consultant in connection

1 with this Agreement, including but not limited to documents, estimates, calculations,
2 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
3 models, reports, summaries, drawings, designs, notes, plans, information, material and
4 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
5 in a format identified by City, and City shall have the unrestricted right to use and disclose
6 the Data in any manner and for any purpose without payment of further compensation to
7 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
8 Data shall not be made available to any person or entity for use without the prior approval
9 of City. This warranty shall survive termination of this Agreement for five (5) years.

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

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

28 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for

1 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
2 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
3 without breach of this Agreement by Consultant; or (c) a third party who has a right to
4 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
5 disclosed pursuant to subpoena or court order.

6 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

25 15. LAW. This Agreement shall be construed in accordance with the laws
26 of the State of California, and the venue for any legal actions brought by any party with
27 respect to this Agreement shall be the County of Los Angeles, State of California for state
28 actions and the Central District of California for any federal actions. Consultant shall cause

1 all work performed in connection with construction of the Project to be performed in
2 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
3 county or municipal governments or agencies (including, without limitation, all applicable
4 federal and state labor standards, including the prevailing wage provisions of sections 1770
5 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
6 marshal, health officer, building inspector, or other officer of every governmental agency
7 now having or hereafter acquiring jurisdiction.

8 16. PREVAILING WAGES.

9 A. Consultant agrees that all public work (as defined in California
10 Labor Code section 1720) performed pursuant to this Agreement (the "Public
11 Work"), if any, shall comply with the requirements of California Labor Code sections
12 1770 *et seq.* City makes no representation or statement that the Project, or any
13 portion thereof, is or is not a "public work" as defined in California Labor Code
14 section 1720.

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

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

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18. INDEMNITY.

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

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

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

1 percentage of willful misconduct attributed by the court to the Indemnified Parties.

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

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

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

14 21. NONDISCRIMINATION.

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

25 B. It is the policy of City to encourage the participation of
26 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
27 procurement process, and Consultant agrees to use its best efforts to carry out this
28 policy in its use of subconsultants and contractors to the fullest extent consistent

1 with the efficient performance of this Agreement. Consultant may rely on written
2 representations by subconsultants and contractors regarding their status.
3 Consultant shall report to City in May and in December or, in the case of short-term
4 agreements, prior to invoicing for final payment, the names of all subconsultants
5 and contractors hired by Consultant for this Project and information on whether or
6 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
7 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

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

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

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

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

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

27 D. Failure to comply with the EBO may be used as evidence
28 against the Consultant in actions taken pursuant to the provisions of Long Beach

1 Municipal Code 2.93 et seq., Contractor Responsibility.

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

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

14 24. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

28 25. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

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

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

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

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

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

28 30. AUDIT. City shall have the right at all reasonable times during the

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

1 term of this Agreement and for a period of five (5) years after termination or expiration of
2 this Agreement to examine, audit, inspect, review, extract information from and copy all
3 books, records, accounts and other documents of Consultant relating to this Agreement.

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

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

9 AECOM TECHNICAL SERVICES, INC., a
10 California corporation
11 OCTOBER 7, 2021 By Charlene Dekker
12 Name CHARLENE DEKKER
13 Title VICE PRESIDENT

14 OCTOBER 7, 2021 By Donna Clandening
15 Name Donna Clandening
16 Title Vice President
17 "Consultant"

18 October 20, 2021 By Linda F. Jatum
19 City Manager
20 EXECUTED PURSUANT
21 TO SECTION 301 OF
22 THE CITY CHARTER.
23 "City"

24 This Agreement is approved as to form on October 11, 2021.

25 CHARLES PARKIN, City Attorney
26 By [Signature]
27 Deputy
28

EXHIBIT "A"

Scope of Work

Anaheim Corridor Zoning Implementation Plan

TECHNICAL SCOPE OF WORK

AECOM proposes the following scope for the Anaheim Corridor Zoning Implementation Plan (ACZIP) Task A – Planning/Market Analysis. We will also provide technical and outreach support for Task B, led by the Project Team (City of Long Beach staff, City Fabrick, and subconsultants).

PROJECT AREA

All work outlined in this scope will address the project area identified in Figure 1. This boundary will be used for all analysis, documents, and zoning work.

BUDGET

A budget has been prepared in alignment with the scope of work herein. All efforts will be invoiced monthly on a time and materials basis. Although by-task costs have been estimated, subtask amounts may vary within the established top task (Task A.1, A.2, A.3, A.4) budget. See the separate budget for details.

TASK A.1 – LAND USE ANALYSIS

TASK A.1.1 – PROJECT INITIATION

For Task A.1.1, Project Initiation, AECOM will first organize a kick-off meeting (in-person or digital-format depending on City procedures) with the Project Team. This will allow the combined City and Consultant teams to establish a strong working relationship based on a shared understanding of the project needs. We anticipate the following items to be addressed at the kick-off:

- Discussion of key project goals and objectives
- Project schedule
- Communication protocols
- HCD SB2 reporting requirements and responsibilities (if required)
- Style guides (including City's communication style guide) and formatting preferences for deliverables
- Invoicing procedures and format
- Scheduling of check-in meetings with City staff and City Fabrick

After the meeting the AECOM Team will produce meeting summary notes, a detailed project schedule, and a list of initial data and information needs.

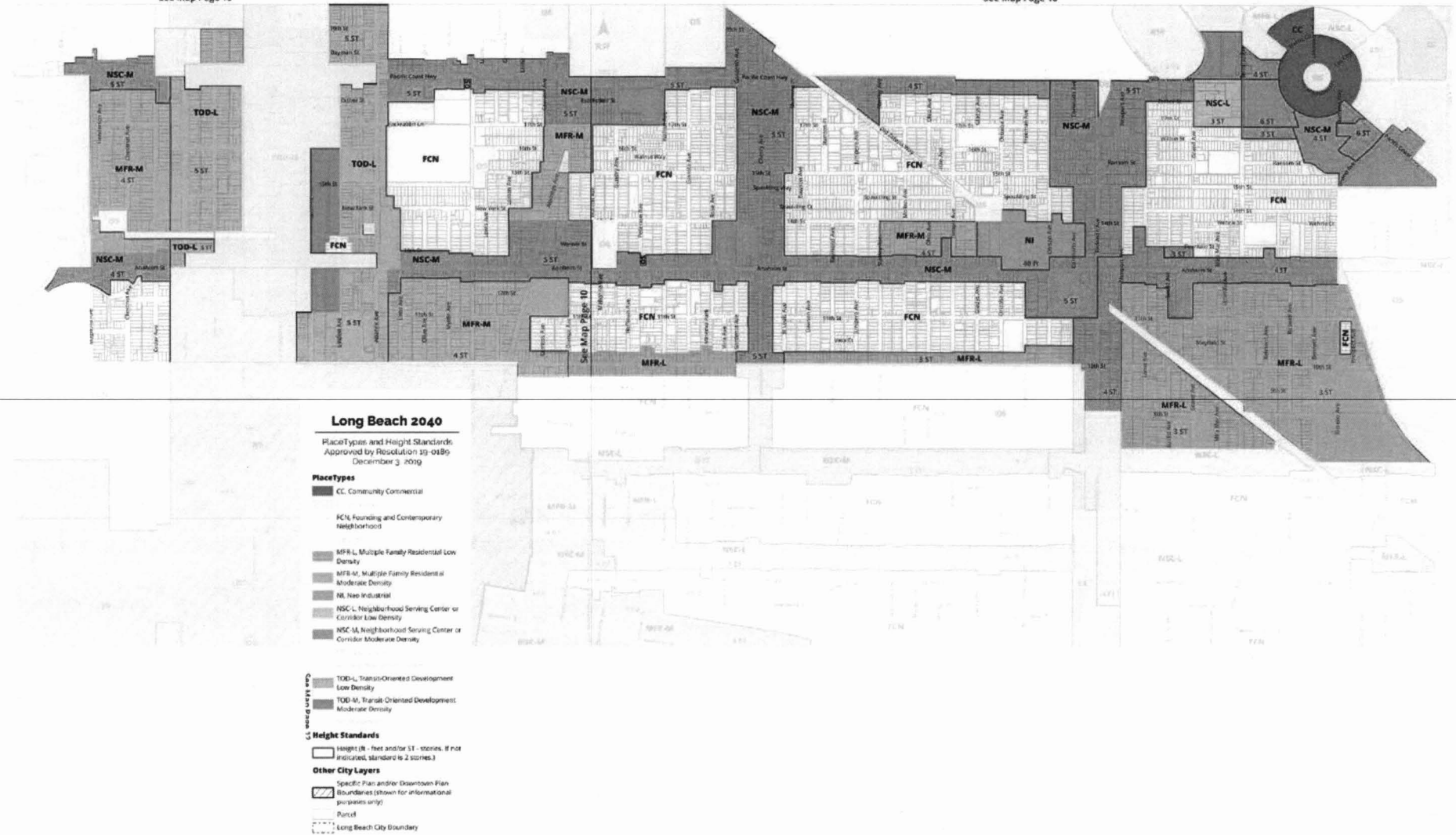
To create a cohesive consultant team with City Fabrick, AECOM will participate in an on-site tour of the project area led by the City Fabrick team. This on-site tour will be attended by two (2) AECOM technical team members.

TASK A.1.2 – EXISTING CONDITIONS ANALYSIS

The AECOM Team will work with City staff, and collaborate with City Fabrick Task A.1 efforts, to collect data on existing conditions in the ACZIP area for the purposes of a detailed existing conditions analysis, which will serve as the basis for zoning recommendations in Task A.3. As the purpose of the analysis is to inform zoning and mobility approach, the Existing Conditions Map Set will be formatted as a concise set of maps with key findings and recommendations. One (1) version of the map set will be generated for discussion with the City; any adjustments in findings or recommendations will be used to inform the zoning approach, however, the map set will not be revised. This deliverable is intended as an internal document to inform the Project Team and will not be formatted for public distribution. Materials from the map set can be provided to City Fabrick for formatting and use in engagement materials.

Figure 1 Project Area

See Map Page 16



Socio-demographic Conditions

AECOM will gather and summarize census data (including charts, tables, maps and key findings) on demographic and employment trends that influence demand for housing, neighborhood retail, and other targeted land uses. AECOM will collect following data and create corresponding graphics and findings for use in public outreach efforts.

- Demographic measures such as historic and projected population growth, household characteristics (e.g., population per household, household tenure, household incomes, rent burden), age cohorts, and education levels both in the ACZIP area and as compared to the City ; and
- Employment measures such as industry sector concentration, employment by category and mix, employee incomes, employment change over time and as projected, and in-commuter and out-commuter characteristics, both in the Study Area and as compared to the city and greater market area.

Physical Conditions

The goal of this task is to assess and map land use, urban design, and real estate factors that define and explain the physical and market environment. The task will be coordinated with Task A.1.3, which will analyze existing regulatory and parcel conditions and constraints. Layering different categories of data can help identify patterns that inform opportunities for housing development and revitalization. This task does not include any transportation documentation or assessment by AECOM; any transportation items will be assessed and summarized by City Fabrick. Subject to the availability and quality of data from the County Assessor, Zillow, ESRI, the census, and CoStar, the team will investigate:

Urban design considerations:

- Clustering of use types, intensity, transition areas and location of activity centers
- Existing unit density across subareas
- Existing building heights
- Building age
- FAR and/or height gap analysis
- Sidewalk widths
- Block sizes
- Parcel size and depth
- Alley and/or paseo network
- Historic or cultural resources
- Figure ground / building footprint
- CX3 Pedestrian Plan (content provided by City Fabrick)
- Bicycle Master Plan connections (content provided by City Fabrick)
- FLM districts (content provided by City Fabrick)

Market Consideration:

- Direction and intensity of new development and development pipeline
- Density of employment and residential occupancy Real estate values, household incomes, rental rates, and improvement ratios
- Correlation of uses and new development with demographic patterns
- Land ownership patterns with respect to tenure, fragmentation/consolidation, and timing of the original transaction
- Parcelization and whether sites are encumbered by small size, irregular shape, proximity to non-compatible uses, and environmental degradation
- Potential development capacity based on current zoning relative to current buildout

TASK A.1.3 – INFRASTRUCTURE ANALYSIS

This Task will be conducted in two separate phases. In the first phase the AECOM Team will conduct a literature review of existing documents (i.e. urban water management plan, recently approved conditions of approval, relevant Land Use Element EIR sections, Midtown Specific Plan, and Downtown Plan) to identify potential localized service issues in the ACZIP area. This review will be used to identify potential constraint areas, infrastructure burdens on new development, and inform the location for one (1) of the prototypes to be developed in Task A.3.2.

The second phase of this task will follow Task A.3.2. The ground truthing scenarios will be shared with Public Works and the two City-owned utilities for their project-level review. This will inform the City of any infrastructure-based service concerns related to top-end build out of the prototypes.

AECOM will document the literature review and key findings in a brief summary memo to inform further action by the City or conditions of approval for new development. This task does not include transportation-related infrastructure review or analysis by AECOM engineers.

TASK A.1.4 – ZONING CONSTRAINTS ANALYSIS AND HOUSING STUDY

Working from an understanding of the local context based on the work completed for the Existing Conditions Map set, the AECOM Team will provide an assessment of the regulatory framework of the ACZIP area leveraging our existing in-depth knowledge of existing plans including the General Plan, Climate Action & Adaptation Plan, Enhanced Density Bonus, and other recently adopted plans or policies as provided by the City. This analysis will focus on identifying regulatory and physical barriers to infill development and housing production as a basis for formulating a zoning approach. The assessment will include:

- **Zoning Barriers to Housing Production:** AECOM will evaluate and map the PlaceTypes, General Plan vision, and existing zoning for the area, as well as review all relevant ordinances, programs and policies. AECOM will also evaluate affordable housing development challenges and opportunities due to the regulatory framework and based on lessons learned in UPLAN and other cities.
- **General Plan / Code Review:** AECOM will review the General Plan LUE and UD direction, and the existing zoning code to determine a code update approach. Key findings of this review will be included in the slide deck.
- **“All Issues” meeting with City staff:** AECOM will meet with City zoning staff to discuss recent project in the area, zoning issues that may be contributing to the lack of housing development, or code issues to be addressed as part of the new zones. These in-depth sessions allow for the everyday application knowledge of the City's zoning staff to assess the facets of existing code and process that work well or result in challenges for achieving desired development and investment. AECOM has assumed up to two “All Issues” meetings—one focused on non-residential uses and learning lessons from recent development, the second focused on neighborhood and residential uses. If City staff would prefer to combine these meetings that will be facilitated.

The assessment and findings from the tasks above will be provided as a slide deck with key findings and recommendations that includes a Housing Opportunities Synthesis Map(s) that identifying key barriers, opportunity sites or areas for near- and long-term housing production and zoning recommendations.

Task A.1.1 Deliverables

- Kick-off Meeting with Project Team, in-person or digital meeting with three (3) AECOM staff in attendance.
- On-site tour (walking or biking) with City Fabric attended by two (2) AECOM technical staff
- Meeting agenda and summary notes
- Revised project schedule

Task A.1.2 - Deliverables

- One (1) Existing Conditions Map Set for internal City review and use in determining zoning approach; materials may be formatted and used by City Fabrick in the production of community engagement materials

Task A.1.3 - Deliverables

- One (1) infrastructure literature review Summary Memo; for internal City review - materials may be formatted and used by City Fabrick in the production of community engagement materials if appropriate

Task A.1.4 - Deliverables

- Up to two (2) 'All-Issues' zoning meetings with City staff, notes to be provided
- Key findings slide deck with Housing Opportunities Synthesis Map; for internal City review - materials may be formatted and used by City Fabrick in the production of community engagement materials

TASK A.2 - MARKET ANALYSIS

AECOM Team will conduct a market analysis to determine the market feasibility of potential development types enabled by the proposed draft zone regulations. Drawing upon findings from Task A.1.1 and the subtasks below, AECOM will conduct analysis to assure that proposed uses and densities for the ACZIP area are also realistic and achievable from a market perspective.

TASK A.2.1 - EVALUATION OF THE DENSITIES AND PARKING REQUIREMENTS

The basis for the inquiry will be development feasibility analysis using static pro forma models that simulate the economics of proposed uses. Specifically, AECOM will work closely with City staff to:

- Identify and develop prototype uses (up to a total of four unique, include market rate and affordable/enhanced density bonus project types) that represent the proposed residential products, height and development densities for the ACZIP area
- Select opportunity sites for testing that are representative of the ACZIP site conditions
- Develop a base case scenario to explore development feasibility under current market conditions
- Conduct sensitivity analysis of parameters (up to four) such as parking requirements (as informed by work completed by Fehr & Peers), rent appreciation, height limits, and other factors that reflect market potential or policy considerations.

The findings from this task will be framed as a set of feasible development scenarios that can be incorporated into community outreach materials and evaluation by key stakeholders.

TASK A.2.2 - VALUE CAPTURE ANALYSIS

Jurisdictions create real estate value with investments in public facilities and services (e.g., transit and utilities upgrades), as well as through changes to the zoning code that increase the value of land, which creates financial benefits that accrue to landowners. The term "value capture" or "land value capture" refers to mechanisms that allow jurisdictions to participate in some of these benefits that flow from public investments.

To assess value capture potential, AECOM will estimate the incremental growth in land value created by a proposed ACZIP area program. This incremental growth in land value could provide a resource for value capture mechanisms, such as tax increment financing, special assessment districts, development impact fees, and joint development, that might be deployed to help fund the plan. The analysis of value added may include the following elements:

- Work closely with the team and staff to define two program scenarios of up-zoning and infrastructure investment;
- Estimate the direct land value added and the resulting property tax from full program build-out, drawing from the pro forma analysis;
- For net tax increment, deduct the estimated property tax value under current condition of parcels that will be redeveloped by the program

TASK A.2.3 - FUNDING SOURCES EVALUATION

A key component to successful implementation of the ACZIP project will be improvements to the physical environment that enhance existing assets, support a sense of place, and attract or enable private sector investment. AECOM will review the Housing Element Update for funding sources, and research and document non-BID funding sources or opportunities to support developers, businesses, residents, and the City increase housing production, including public and private costs associated with the proposed Plan. Funding opportunities will be documented in a matrix. These may include, but not be limited to:

- Special Assessments and taxes including Special Assessment Districts, Mello-Roos/Community Facilities Districts, and Parcel Taxes
- Tax Increment Financing using Enhanced Infrastructure Finance Districts (EIFD) or Community Revitalization and Investment Authorities (CRIA)
- Community land trust
- Developer contributions through fees and negotiated agreements
- Property tax or transaction fees
- Public Sector Real Estate Strategies including land contributions, land sales, joint development, or ground leases
- Potential local, state, and federal funding sources
- Cross-referencing strategies with the Housing Element Update

AECOM will assess potential funding tools using a matrix that lists all potential tools, describes the funding source for each, evaluates each by degree of difficulty to implement, assesses the fit for each with the proposed program, and estimates the scale of available funding. If desired, the findings from Tasks A.2.1-A.2.3 will be included in the Implementation Plan.

Task A.2 - Deliverables

- One (1) Feasibility Analysis Findings Summary (slide deck format); for internal City review - materials may be formatted and used by City Fabrick in the production of community engagement materials
- One (1) Value Capture Analysis Key Findings Summary (slide deck format); for internal City review - materials may be formatted and used by City Fabrick in the production of community engagement materials
- Potential Funding Tools Matrix

TASK A.3 - ZONE DEVELOPMENT

Based on foundational assessment work of Tasks A.1 and A.2, with community feedback in Task A.4 timed appropriately to influence technical phases, the AECOM will develop a package of draft zones to implement the General Plan, and the Climate Action and Adaptation Plan.

This scope assumes the creation of up to two (2) new implementing zoning districts per the following PlaceTypes that occur in the ACZIP project area as identified in Figure 1. This includes development of up to twelve (12) zones as appropriate based on allowed uses and development standard calibration.

- NSC-M, Neighborhood Serving Center/Corridor, Moderate Density (3, 4, 5, and 6 stories)
- NSC-L, Neighborhood Serving Center/Corridor, Low Density (3 story)
- MFR-M, Multiple Family Residential, Moderate Density (4 story), built from UPLAN recommendations
- MFR-L, Multiple Family Residential, Low Density (3 story), built from UPLAN recommendations
- TOD-L, Transit-Oriented Development, Low Density (4 and 5 story)
- FCN, Founding and Contemporary Neighborhoods (2 and 3 story, street-loaded and alley-loaded)

Zones will focus on modern use permissions, development standards that enable infill development, right sizing of parking based on UPLAN recommendations, and community-appropriate incentives.

ACZIP zones will build from the foundational updated work completed by the UPLAN project. This will include adapting UPLAN

adopted zones for NSC, CC, and NI PlaceTypes as appropriate. We will also leverage the UPLAN MFR recommendations, in concert with lessons learned from recent development. Areas identified as CC, Community Commercial and NI, Neo Industrial comprise smaller portions of the ACZIP area.

As such, this scope would evaluate the CC and NI work done in the UPLAN Phase II to make recommendations for application or adaptation of the previously developed zones. Zoning work for CC and NI zones will be limited to modification recommendations for implementing zones developed through UPLAN.

Areas identified as OS, Open Space in the ACZIP area are either existing developed facilities or have plans underway for their improvement. This scope does not include development of an implementing zone for OS.

The draft zones package for City staff finalization will include a record of decision making and next steps/key considerations for adoption.

TASK A.3.1 – GROUND TRUTHING AND DRAFTING OF NEW ZONES

In development of each of the ACZIP zones, AECOM will first create preliminary zoning recommendations, typically in a presentation format to share with City staff to gather initial feedback. This important step provides a menu of key zoning recommendations (types of zones, density/intensity calibration, location-based differences, public realm considerations) suitable to the community and PlaceTypes. It serves as a platform for discussing standards such as draft setbacks, form-oriented standards, use permissions, minimum sidewalk widths, and open space regulations. For relevant zones, AECOM will also explore standards to encourage microunits, if this is determined to be a desirable product for the ACZIP area, or for sustainable construction methods, if not currently required in the City's building code.

AECOM understands that land use and mobility are inter-related and new zones must anticipate shifting mobility demand and trends. For example, new zones may include standards for minimum sidewalk widths to ensure adequate space for pedestrian mobility and to accommodate the demand for other amenities in the public right-of-way. We also anticipate that higher-density or intensity zones may include transportation demand management (TDM) measures, and TOD areas that transition to the Midtown Specific Plan and Downtown Plan may require site planning-related specifications to encourage comfortable transit access to the Metro A Line. Draft parking and/or program recommendations will be based on AECOM's database of parking requirements for many cities in Southern California and collaboration with City Fabrick/Fehr & Peers work completed for the Project.

After the initial recommendations are discussed for each zone, AECOM will "ground truth" potential standards on prototypical lots for each zone. The process of ground truthing includes creating a 3D model (sketchup) of one or more development typologies that tests whether development standards such as height, density, FAR, setbacks/stepbacks, parking requirement, and open space ratios are realistic for the site. This analysis is an essential step in validating and refining preliminary standards and addressing potential barriers to development.

Following the initial ground-truthing, AECOM will further test potential incentives, e.g. reduced parking, increased height, or increased density/intensity, to encourage desired planning outcomes, such as affordable housing or other community benefits. Coordinate with Fehr & Peers on Parking Study data and outcomes to include parking content into ground-truthing and zoning recommendations.

AECOM will then take City feedback from the preliminary zoning recommendations and subsequent ground truthing to create Draft Zones that focus on modern development standards and uses. The scope does not include production of a final ordinance for adoption, rather the key regulatory content for City drafting of a full ordinance.

ACZIP zones will continue the approach from UPLAN of a user-friendly format and graphics with a focus on utilization of tables and graphics to convey key information. We will use clear, well-designed graphics, tables, images, and photographs as visual guides to express regulation or intent. Graphics approach will be coordinated with City Fabrick to maintain a consistent graphic language for the project, for City Fabrick to review for accessibility, and for inclusion in outreach materials.

TASK A.3.3 - BONUS/INCENTIVE SYSTEM

Building from Task A.2.2, Value Capture Analysis, AECOM will perform additional proforma and sensitivity testing to determine which incentives are needed to induce affordable housing development. These incentives may include FAR, density, or height bonuses; relaxed parking standards;

approval streamlining; expedited processing; relaxing unit size restrictions; or other incentives. AECOM has assumed four prototypes, each with four sensitivity analyses, for this exercise in the proposed budget. One of the scenarios tested will prototype Enhanced Density Bonus consistent with the City code. Findings from this analysis will be incorporated into

relevant zones.

Task A.3 - Deliverables

- One (1) Preliminary Zoning Recommendations memo; for internal City review - materials may be formatted and used by City Fabrick in the production of community engagement materials
- Ground truthing / Bonus / Incentives Memo (slide deck format); for internal City review - materials may be formatted and used by City Fabrick in the production of community engagement materials
- One (1) admin draft and one (1) draft final ACZIP Zone package, including decision record with next steps consistent with the UPLAN final zoning recommendation package (public facing document)

TASK A.4 - PUBLIC OUTREACH SUPPORT

AECOM will provide limited support **Task B Capacity Building** led by City Fabrick. Support will include:

- provision of technical content for presentations based on materials developed through other tasks,
- coordination to maintain team cohesion,
- limited event attendance as outlined below.

As the CEPP has not yet been developed this Task is scoped as a number of coordination calls and events to be supported; this Task will be managed on a time and materials basis to respond to the approach/events identified in the CEPP.

AECOM will not be responsible for organization of events, agendas, presentations, formatting of technical content, or event summaries. AECOM will rely on City Fabrick for agendas/outcomes from all events to inform the technical content. The scope does not include translation services or production /printing of any non-digital materials. Task A.4 addresses support for all remaining Task A subtasks outlined in the RFP and support for all Task B subtasks.

A.4.1 COORDINATION

AECOM will attend Project Team bi-weekly calls and internal consultant calls, as needed, to maintain quality coordination across Task A and Task B efforts. This will include up to 36 coordination calls; coordination will primarily be limited to attendance by the AECOM PM, with other staff invited as warranted. The PM will manage this on a time and materials basis to attend as many coordination meeting as possible within the task budget. Coordination call may be direct communication with City Fabrick (and subconsultants) and/or the full Project Team. Coordination is assumed to include meetings/calls to address any topic including, but not limited to online engagement, event planning, event outcomes/summaries, technical materials, presentation preparation, etc. This subtask does not include preparation of any materials.

A.4.2 PREPARATION OF TECHNICAL CONTENT AND MATERIALS for TASK B

AECOM will support the Project Team in planning for community events and preparation of technical content for up to five (5) events. This will include collaborating on the development of summary graphics and presentation content with the Project Team. All content generated will be provided to City Fabrick for formatting, production, and finalization including translation. AECOM will rely on City Fabrick for summarized feedback from events to inform technical content. AECOM will not provide meeting agendas, logistics materials, or summaries for coordination meetings or public events.

A.4.3 EVENT ATTENDANCE

AECOM will support the Project Team by attending up to five (5) in-person public events. Attendance will include facilitation if determined appropriate for the event as designed by City Fabrick. If one or more events are converted to digital meetings this task will be charged on a time and materials basis to provide attendance for as many events as feasible within the budget.

Task A.4 - Deliverables

- Up to 22 coordination calls (assumed to be digital meetings) by up to two (2) AECOM staff; includes event

coordination/planning, technical materials development coordination, presentation development/review sessions, direct coordination with City Fabrick, and Project Team calls

- Provide technical content (from previous tasks) to support City Fabrick's development of outreach materials and events
- One (1) digital review/practice session with staff in advance of each of the five meetings
- Support attendance for either:
 - five (5) in-person public meetings by two (2) AECOM staff, OR
 - up to eight (8) digital public meetings by two (2) AECOM staff on a time and materials basis

EXHIBIT “B”

Rates or Charges

BUDGET ESTIMATE

This proposal includes estimated costs for AECOM for the performance of services related to the City Long Beach, Anaheim Corridor Zoning Implementation Plan project specifications as outlined in Section 7 of RFP No. DV20-088.

ACZIP Budget

Tasks		AECOM
Task A.1	Land Use Analysis	\$59,015
A.1.1	Consultant Kick-Off Meeting	\$5,140
A.1.2	Existing Conditions	\$27,385
A.1.3	Infrastructure Analysis	\$9,940
A.1.4	Zoning Constraints Housing Analysis	\$16,550
Task A.2	Market Analysis	\$41,865
A.2.1	Evaluation Density & Parking	\$17,100
A.2.2	Value Capture Analysis	\$17,425
A.2.3	Funding Source Evaluation	\$7,340
Task A.3	Zone Development	\$72,005
A.3.1	Ground Truthing / Drafting New Zones	\$61,310
A.3.2	Bonus / Incentive System	\$10,695
Task A.4	Public Outreach	\$46,365
A.4.1	Coordination	\$19,072
A.4.2	Preparation of Technical Content/Materials for Task B	\$19,300
A.4.3	Event Attendance	\$7,993
	TOTALS	\$219,250

ACZIP Staffing Rates

AECOM	2021 Billing Rate*
Project Director	\$231.59
Project Manager	\$158.42
Outreach Specialist	\$160.09
Senior Urban Designer	\$171.66
Planning / Mobility Planner	\$124.76
Senior Planner	\$127.56
Junior Planner / Outreach Support	\$97.05
Principal Economist	\$239.75
Economist 3	\$144.20
Economist 2	\$131.57
Senior Transportation Engineer	\$181.84
GIS Specialist	\$114.61
Senior Infrastructure Engineer	\$275.28
Senior Engineer	\$156.08
Engineer	\$93.38
Graphic Designer	\$124.76
Technical Editor	\$123.72

* Subject to escalations by calendar year; escalations have been assumed in the ACZIP budget provided.

EXHIBIT “C”

City’s Representative:

Director of Development Services or Designee

EXHIBIT "D"

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee:

Susan Ambrosini

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