

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of June 11, 2008, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on June 10, 2008, by and between TRANSPORTATION & ENERGY SOLUTIONS, INC., a California corporation, with a place of business at 5475 Brentwood Place, Yorba Linda, California 92887 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with As-Needed Transportation Engineering, Transportation Planning, and Related Technical and Professional Services ("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, not to exceed \$500,000, at the rates or charges shown in Exhibit "A".

B. Consultant may select the time and place of performance for these services; provided, however, that access to City documents, records and the

1 like, if needed by Consultant, shall be available only during City's normal business
2 hours and provided that milestones for performance, if any, are met.

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

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

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

23 2. TERM. The term of this Agreement shall commence at midnight on
24 June 10, 2008, and shall terminate at 11:59 p.m. on June 9, 2011, unless sooner
25 terminated as provided in this Agreement, or unless the services or the Project is
26 completed sooner.

27 3. COORDINATION AND ORGANIZATION.

28 A. Consultant shall coordinate its performance with City's

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

8 B. The parties acknowledge that a substantial inducement to City
9 for entering this Agreement was and is the reputation and skill of Consultant's key
10 employee, Nathaniel Behura. City shall have the right to approve any person
11 proposed by Consultant to replace that key employee.

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

25 5. INSURANCE.

26 A. As a condition precedent to the effectiveness of this
27 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
28 duration of this Agreement, from insurance companies that are admitted to write

1 insurance in California and have ratings of or equivalent to A:V by A.M. Best
2 Company or from authorized non-admitted insurance companies subject to
3 Section 1763 of the California Insurance Code and that have ratings of or
4 equivalent to A:VIII by A.M. Best Company, the following insurance:

5 (a) Commercial general liability insurance (equivalent in scope to
6 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
7 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
8 coverage shall include but not be limited to broad form contractual liability,
9 cross liability, independent contractors liability, and products and
10 completed operations liability. City, its boards and commissions, and their
11 officials, employees and agents shall be named as additional insureds by
12 endorsement (on City's endorsement form or on an endorsement
13 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
14 this insurance shall contain no special limitations on the scope of
15 protection given to City, its boards and commissions, and their officials,
16 employees and agents. This policy shall be endorsed to state that the
17 insurer waives its right of subrogation against City, its boards and
18 commissions, and their officials, employees and agents.

19 (b) Workers' Compensation insurance as required by the California
20 Labor Code and employer's liability insurance in an amount not less than
21 \$1,000,000. This policy shall be endorsed to state that the insurer waives
22 its right of subrogation against City, its boards and commissions, and their
23 officials, employees and agents.

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

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

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

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

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

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

24 F. Prior to the start of performance, Consultant shall deliver to
25 City certificates of insurance and the endorsements for approval as to sufficiency
26 and form. In addition, Consultant shall, within thirty (30) days of expiration of the
27 insurance, furnish to City certificates of insurance and endorsements evidencing
28 renewal of the insurance. City reserves the right to require complete certified

1 copies of all policies of Consultant and Consultant's subconsultants and
2 contractors, at any time. Consultant shall make available to City's Risk Manager
3 or designee all books, records and other information relating to this insurance,
4 during normal business hours.

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

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

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

1 necessary for performance of this Agreement.

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

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

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

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

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

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

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

20 13. ADDITIONAL COSTS AND REDESIGN.

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

27 B. If the Project involves construction and the scope of work
28 requires Consultant to prepare plans and specifications with an estimate of the

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

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

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

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

19 17. INDEMNITY. Consultant shall, with respect to services performed in
20 connection with this Agreement, indemnify and hold harmless the City, its Boards,
21 Commissions, and their officials, employees and agents (collectively in this Section,
22 "City") from and against any and all liability, claims, demands, damage, loss, causes of
23 action, proceedings, penalties, costs and expenses (including attorney's fees, court
24 costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims
25 include allegations and include Claims for property damage, personal injury or death
26 arising in whole or in part from any negligent act or omission of Consultant, its officers,
27 employees, agents, sub-consultants, or anyone under Consultant's control (collectively
28 "Indemnitor"); recklessness; and willful misconduct. Independent of the duty to

1 indemnify, but only to the extent permitted by law and specifically by Civil Code Section
2 2782.8, and as a free-standing duty on the part of Consultant, Consultant shall defend
3 City and shall continue this defense until the Claim is resolved, whether by settlement,
4 judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on
5 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall
6 notify the City of any Claim within ten (10) days. Likewise, City shall notify Consultant of
7 any Claim, shall tender the defense of the Claim to Consultant, and shall assist
8 Consultant at Consultant's sole expense, as may be reasonably requested, in the
9 defense.

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

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

15 20. NONDISCRIMINATION.

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

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

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

10 21. NOTICES. Any notice or approval required by this Agreement shall
11 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
12 postage prepaid, addressed to Consultant at the address first stated above, and to City at
13 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
14 copy to the City Engineer at the same address. Notice of change of address shall be
15 given in the same manner as stated for other notices. Notice shall be deemed given on
16 the date deposited in the mail or on the date personal delivery is made, whichever occurs
17 first.

18 22. COPYRIGHTS AND PATENT RIGHTS.

19 A. Consultant shall place the following copyright protection on all
20 Data: © City of Long Beach, California ____, inserting the appropriate year.

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

25 C. Consultant warrants that the Data does not violate or infringe
26 any patent, copyright, trade secret or other proprietary right of any other party.
27 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
28 and employees harmless from any and all claims, demands, damages, loss,

1 liability, causes of action, costs or expenses (including reasonable attorney's fees)
2 whether or not reduced to judgment, arising from any breach or alleged breach of
3 this warranty.

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

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

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

20 26. TAX REPORTING. As required by federal and state law, City is
21 obligated to and will report the payment of compensation to Consultant on Form 1099-
22 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
23 resulting from payments under this Agreement. Consultant's Employer Identification
24 Number is [REDACTED] If Consultant has a Social Security Number rather than an
25 Employer Identification Number, then Consultant shall submit that Social Security
26 Number in writing to City's Accounts Payable, Department of Financial Management.
27 Consultant acknowledges and agrees that City has no obligation to pay Consultant until
28 Consultant provides one of these numbers.

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
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27. ADVERTISING. Consultant shall not use the name of City, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the City Manager or designee.

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

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

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

TRANSPORTATION & ENERGY SOLUTIONS, INC., a California corporation

8/6, 2008

By Nathaniel S. Behyra

Nathaniel S. Behyra, President
Type or Print Name

8-6-, 2008

By Glen R. Pedersen

Glen R. Pedersen, Vice-President
Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

August 13, 2008

By [Signature] Assistant City Manager
City Manager

EXHIBIT PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on August 12, 2008.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

Scope of Work

A. PROJECT DESCRIPTION AND OVERVIEW

The purpose of this contract will be to provide transportation engineering, transportation planning, and related technical and professional services on an as-needed basis for various projects within the City. The number of consulting firms selected will be based on City's assessment of need and qualifications/types of services provided by the proposers. Each consultant will be expected to provide services in one or more of the areas listed below based on the qualifications of the firm.

Traffic Signals/Traffic Control Devices

- Determine the need for traffic control devices
- Traffic signal timing plans
- Conduct warrant studies for the deployment of traffic control devices
- Prepare traffic engineering designs to warn, regulate, and guide traffic
- Communications systems and control elements
- Traffic signal, street lighting, striping and signing plans, specifications and estimates

Parking

- Parking, speed humps and traffic calming devices
- Parking lot layout designs

Transportation

- Confirm the adequacy of transportation facilities
- Ensure the safe and efficient operation of the transportation system.
- Analyze and organize transportation funding programs and policies
- Define and develop transit and para-transit operations
- Analyze and prepare reports and recommendations relative to the City's transportation programs
- Prepare studies for future design and operation of street, pedestrian, bicycle, and/or other transportation systems
- Evaluate or design intelligent transportation systems

Traffic Engineering

- Conduct traffic surveys and data collection
- Investigate motorist and vehicle characteristics
- Review and comment on the impact of development
- Evaluate highway operations
- Identify and make recommendations on traffic safety
- Geometric and channelization designs
- Review design plans developed in conjunction with private development.

Planning/Studies/Reporting

- Prepare infrastructure planning studies
- Input to environmental impact studies
- Prepare project study reports
- Identify grant sources and prepare applications for funding
- Other similar tasks as necessary

B. DEFINITIONS

OWNER – City of Long Beach

CITY – The City of Long Beach, the City Engineer of the City of Long Beach or designated representative.

CITY PROJECT MANAGER – The City Engineer'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 – The Consultant's proposed overall project manager and team leader.

C. BASIC SERVICES

This RFP is intended to procure transportation engineering, transportation planning, and related technical and professional services including, but not limited to, the following:

1. Design Services

- a) Review and application of City, state and federal standards.
- b) Preparation of studies, reports, calculations, designs, drawings, specifications, cost estimates and schedules.
- c) Preparation of and/or input to environmental documentation
- d) Preparation and acquisition of any required permits, in a timely manner, from the City of Long Beach and outside agencies as required.
- e) Meeting with City representatives, other agencies, 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%, 65%, 95% 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. Advertise for bids, review bids and award contracts.
2. Administer contracts.
3. Provide or make available upon request reports, drawings, documents, GIS land base maps, records and other data deemed useful for project development.
4. Provide project management through oversight through an assigned City Project Manager as designated by the City. Consultants are required to perform full-scale project management. City will monitor and direct/approve/amend their activities.

E. MISCELLANEOUS

1. Drafting shall be performed, in a format acceptable to City, in the home office of the consultant, and conform to City standards.

2. All plans, specifications, estimates, studies 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's Project Managers (CPM) by review of their resumes. If, after a period of time, the City is not satisfied with the work or progress of the CPM, consultant will be required to assign a new qualified project manager whose qualifications must be approved by City. The CPM, 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
- California Manual of Uniform Traffic Control Devices
- Caltrans Standard Plans
- Long Beach Municipal Code
- City of Long Beach Traffic Impact Analysis Guidelines
- City of Long Beach Standard Plans and Handbook of Design Standards
- Institute of Transportation Engineers Trip Generation Manual
- All other applicable local, county, state and federal policies, guidelines, codes and regulations

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

RATE SCHEDULE

City of Long Beach as-needed Transportation Engineering, Transportation Planning, and Related Technical and Professional Services

The following are the hourly rates for the various personnel categories as shown below. These rates will be in effect for the duration of the contract as shown:

	<u>Until 6/9/09</u>	<u>6/10/09 - 6/9/10</u>	<u>6/10/10 – 6/9/11</u>
Principal/Project Manager Glen Pedersen, P.E. Nathaniel Behura, MS, MBA	\$140/hour	\$145/hour	\$150/hour
Senior Engineer David E. Nelson, R.C.E. Richard Semer, E.E.	\$135/hour	\$140/hour	\$145/hour
Senior Traffic Operations Specialist Ronald Keith Joe Provenza	\$130/hour	\$135/hour	\$140/hour
Transportation Engineer Chad Martinell, F.E.	\$105/hour	\$110/hour	\$115/hour
Analyst Eddie Hsu Mitch Phillips	\$65/hour	\$70/hour	\$75/hour

Rates include indirect expenses. Direct expenses (plots, FEDEX, etc.) and sub-consultant charges, if any, will be itemized and invoiced as incurred. Mileage will be billed at the federally approved rate of \$0.58/mile, and will only be modified as the federal rates are adjusted, with the City's consent.

It is understood that this rate schedule will only be modified by mutual consent of both parties.

EXHIBIT “B”

City’s Representative: Mark Christoffels

EXHIBIT "C"

Materials/Information Furnished: None

CITY OF LONG BEACH POLICY FOR DISADVANTAGED, MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority-Owned and Women-Owned Business Enterprises in all aspects of contracting, including construction, the purchase of materials and services, including professional services, leases and the granting of concessions.

EXHIBIT "D"