

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

AGREEMENT

36129

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3 THIS AGREEMENT is made and entered, in duplicate, as of October 21,  
4 2021 for reference purposes only, pursuant to a minute order adopted by the City Council  
5 of the City of Long Beach at its meeting on October 5, 2021, by and between MICHAEL  
6 BAKER INTERNATIONAL, INC., a Pennsylvania corporation ("Consultant"), with a place  
7 of business at 5 Hutton Centre Drive, Suite 500, Santa Ana, California 92707, and the CITY  
8 OF LONG BEACH, a municipal corporation ("City").

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

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

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

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

21 1. SCOPE OF WORK OR SERVICES.

22 A. Consultant shall furnish specialized services more particularly  
23 described in Exhibit "A", attached to this Agreement and incorporated by this  
24 reference, in accordance with the standards of the profession, and City shall pay for  
25 these services in the manner described below, in an amount not to exceed Seven  
26 Hundred Fifty Thousand Dollars (\$750,000), at the rates or charges shown in Exhibit  
27 "B".

28 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 the City.

4 2. TERM. The term of this Agreement shall commence at midnight on  
5 November 1, 2021, and shall terminate at 11:59 p.m. on October 31, 2024, unless sooner  
6 terminated as provided in this Agreement, or unless the services or the Project is  
7 completed sooner. The term may be extended for two (2) additional one-year periods, at  
8 the discretion of 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  
26 the manner in which it is performed. Consultant shall be free to contract for similar services  
27 to be performed for others during this Agreement provided, however, that Consultant acts  
28 in 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 on  
3 Consultant's behalf, and c) City will not provide and Consultant is not entitled to any of the  
4 usual and customary rights, benefits or privileges of City employees. Consultant expressly  
5 warrants that neither Consultant nor any of Consultant's employees or agents shall  
6 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 (\$2,000,000.00) general aggregate. This coverage shall include but  
19 not be limited to broad form contractual liability, cross liability, independent  
20 contractors liability, and products and completed operations liability. The  
21 City, its boards and commissions, and their officials, employees and agents  
22 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 the City, its boards  
27 and commissions, and their officials, employees and agents. This policy shall  
28 be endorsed to state that the insurer waives its right of subrogation against

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

4 E. Consultant shall require that all subconsultants or contractors  
5 which 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, the 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 the 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 the City.

20           11. CONFIDENTIALITY. Consultant shall keep the 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 the City due to Consultant's failure to  
8 meet the standards required by the scope of work or Consultant's failure to perform  
9 fully the tasks described in the scope of work which, in either case, causes the City  
10 to request that Consultant perform again all or part of the Scope of Work shall be at  
11 the sole cost of Consultant and City shall not pay any additional compensation to  
12 Consultant 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 governed by and construed pursuant  
26 to the laws of the State of California (except those provisions of California law pertaining  
27 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and  
28 regulations of and obtain all permits, licenses, and certificates required by all federal, state

1 and local governmental authorities.

2 16. PREVAILING WAGES.

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

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

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

23 18. INDEMNITY.

24 A. Consultant shall indemnify, protect and hold harmless City, its  
25 Boards, Commissions, and their officials, employees and agents ("Indemnified  
26 Parties"), from and against any and all liability, claims, demands, damage, loss,  
27 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
28 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or

1 in connection with (1) Consultant's breach or failure to comply with any of its  
2 obligations contained in this Agreement, or (2) negligent or willful acts, errors,  
3 omissions or misrepresentations committed by Consultant, its officers, employees,  
4 agents, subcontractors, or anyone under Consultant's control, in the performance  
5 of work or services under this Agreement (collectively "Claims" or individually  
6 "Claim").

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

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

21 D. To the extent this Agreement is a professional service  
22 agreement for work or services performed by a design professional (architect,  
23 landscape architect, professional engineer or professional land surveyor), the  
24 provisions of this Section regarding Consultant's duty to defend and indemnify shall  
25 be limited as provided in California Civil Code Section 2782.8, and shall apply only  
26 to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or  
27 willful misconduct of the Consultant.

28 E. The provisions of this Section shall survive the expiration or

1 termination of this Agreement.

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

4 20. NONDISCRIMINATION.

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

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

25 21. FORCE MAJEURE. If any party fails to perform its obligations  
26 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain  
27 labor or materials or reasonable substitutes for labor materials, governmental restrictions,  
28 governmental regulations, governmental controls, judicial orders, enemy or hostile

1 governmental action, pandemic, civil commotion, fire or other casualty, or other causes  
2 beyond the reasonable control of the party obligated to perform, then that party's  
3 performance will be excused for a period equal to the period of such cause for failure to  
4 perform.

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

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

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

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

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

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

27 E. If the City determines that the Consultant has set up or used its  
28 contracting entity for the purpose of evading the intent of the EBO, the City may

1 terminate the Agreement on behalf of the City. Violation of this provision may be  
2 used as evidence against the Consultant in actions taken pursuant to the provisions  
3 of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

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

11 24. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

25 25. COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
26 that Consultant has not employed or retained any entity or person to solicit or obtain this  
27 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,  
28 commission, or other monies based on or from the award of this Agreement. If Consultant

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

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

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

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

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

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

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

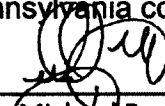
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31. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.


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.

MICHAEL BAKER INTERNATIONAL, INC.,  
a Pennsylvania corporation

\_\_\_\_\_, 2021

By   
Name Michael Bruz  
Title Vice President

\_\_\_\_\_, 2021

By   
Name Michael Tylman  
Title Assistant Secretary

"Consultant"

CITY OF LONG BEACH, a municipal corporation


\_\_\_\_\_, 2021

By   
City Manager

"City"

This Agreement is approved as to form on 11-18, 2021.

CHARLES PARKIN, City Attorney

By   
Deputy



## Exhibit A- Scope of Work



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

### **3. SCOPE OF PROJECT**

Each candidate will be expected to provide services in one or more of the areas listed below based on the firm's qualifications.

#### **Traffic and Civil Engineering**

- Conduct traffic and civil surveys and collect associated data as needed.
- Investigate and research transit, motor vehicle, bicycle, pedestrian, and micro-mobility characteristics and behaviors.
- Evaluate capacity levels on surface roads and highways, and make recommendations for adding or removing vehicle lanes.
- Identify and make recommendations for traffic safety improvements.
- Prepare geometric, civil, and channelization designs.
- Provide comments and recommendations on the proposed designs of private development's impact on the public roadway network.
- Prepare concept plans, engineering designs, reports, and studies related to traffic calming devices.
- Provide Vehicle Miles Traveled (VMT) Analysis.

#### **Traffic Signals/Traffic Control Devices**

- Conduct warrant analysis/studies for the deployment of traffic control devices.
- Prepare traffic engineering designs to warn, regulate, and guide traffic.
- Prepare traffic signal, street lighting, striping, and signing plans, including corresponding specifications and estimates.
- Prepare traffic signal timing plans.
- Design, analyze and maintain various communications systems and control elements, including fiber-optic design and data management.
- Evaluate, design, and troubleshoot intelligent transportation systems and system applications for the City's traffic management center (TMC).

#### **Curb Management and Parking**

- Prepare curb management plans, policies, standards, and guidelines.
- Conduct parking operation studies and reports as needed.
- Evaluate and analyze on-street parking communications, controls, and payment technologies.
- Prepare off-street parking facility circulation plans and associated pavement markings.
- Prepare a design for off-street parking signage (static/dynamic).
- Prepare designs for various parking lots and structures, including parking guidance systems that display "real-time" information.



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### **Transportation Planning/Project Management**

- Prepare plans, studies, policies, standards, and guidelines for active transportation, micro-mobility, and placemaking.
- Prepare physical and electronic materials for active transportation, micro-mobility, and traffic safety education and engagement.
- Prepare traffic modeling of future traffic volumes for potential multi-modal projects.
- Analyze and evaluate transportation funding programs and policies and recommend improvements as necessary.
- Provide project management/construction management services for design, construction management, and oversight of infrastructure improvements.
- Analyze and prepare reports and recommendations relative to the City's transportation programs.
- Prepare analysis and recommendations for transportation demand management and commute reduction strategies.
- Define and develop transit, ride-hailing, and automated/connected vehicle studies.
- Develop designs and plans for various transportation projects as needed.

### **Studies/Reporting/Outreach/Program Delivery**

- Prepare infrastructure and feasibility planning studies.
- Prepare as-needed environmental studies and research.
- Prepare and execute programming and outreach activities.
- Prepare project study reports and master plans as necessary.
- Identify grant sources and prepare funding applications.
- Prepare landscaping and irrigation plans and designs as needed.
- Design and provide educational campaigns, programs, evaluation reports, materials, graphics, and renderings.
- Develop and conduct public outreach activities, including public presentations, open houses, town halls, focus groups, pop-ups, surveys, programs, and special events.
- Design and provide transportation demand management campaigns, programs, reporting, and materials.

### **Inter-Agency Coordination:**

- Assist with the execution of Memoranda of Understanding (MOUs), Letters of Agreement (LOAs), and Program Supplemental Agreements (PSAs) with grantors.
- Assist with creation and submission of miscellaneous Caltrans, Los Angeles County Metropolitan Transportation Authority (LACMTA), and Southern California Association of Governments (SCAG) documents as needed.



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- Provide Federal Transportation Improvement Program (FTIP) coordination with SCAG and LACMTA.
- Serve as liaison with the California Transportation Commission (CTC).
- Assist with the completion and submission of environmental documentation, including California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation, with Caltrans.
- Assist with the completion and submission of Right-of-Way Certification with Caltrans.
- Assist with the calculation of Disadvantaged Business Enterprise (DBE) goals for federally funded projects.
- Assist with the compilation of Request for Authorization (RFA) packages for Preliminary Engineering (PE) and Construction.
- Assist with the submission of award packages and project close-out packages with Caltrans.

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## Exhibit B- Rates

Schedule of Rates for Services Sheet for City of Long Beach  
As Needed Traffic Engineering and Transportation

November 1, 2021 to October 31, 2024

Title	Hourly Rate
Principal II	\$365.00
Principal I	\$325.00
Project Manager III	\$285.00
Project Manager II	\$265.00
Project Manager I	\$230.00
Senior Engineer II / Planner II	\$235.00
Senior Engineer I / Planner I	\$220.00
Senior Associate Engineer II / Planner II	\$200.00
Senior Associate Engineer I / Planner I	\$185.00
Associate Engineer II / Planner II	\$175.00
Associate Engineer I / Planner I	\$165.00
Senior Designer II	\$185.00
Senior Designer I	\$165.00
Assistant Engineer II / Planner II	\$140.00
Assistant Engineer I / Planner I	\$125.00
Administrative Support	\$120.00
Intern	\$80.00

- Mileage rate cannot exceed current IRS rate.
- Consultants and Sub Consultants must adhere to this fee schedule. Any classifications not listed in above fee schedule shall be at cost.
- Rates may only be changed by mutual consent with contract amendment.
- Rate includes insurance and overhead costs.
- Reimbursable items at cost.

Exhibit C- Consultant's Contact

Michael Bruz, Vice President

949/472-3505

[Michael.bruz@mbakerintl.com](mailto:Michael.bruz@mbakerintl.com)

## Exhibit D- City Provided Services- None



Exhibit E- City's Representative is  
Carl Hickman,  
City Traffic Engineer / Acting City Engineer,  
[Carl.Hickman@LongBeach.gov](mailto:Carl.Hickman@LongBeach.gov),  
562/570-6665