

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

1 AGREEMENT

2 **30710**

3 THIS AGREEMENT is made and entered, in duplicate, as of June 11, 2008,  
4 for reference purposes only, pursuant to a minute order adopted by the City Council of  
5 the City of Long Beach at its meeting on June 10, 2008, by and between TRANSTECH  
6 ENGINEERS, INC., a California corporation, with a place of business at 624 Brea  
7 Canyon Road, Walnut, California 91789 ("Consultant"), and the CITY OF LONG BEACH,  
8 a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be  
10 performed in connection with As-Needed Transportation Engineering, Transportation  
11 Planning, and Related Technical and Professional 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  
14 are 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  
25 for these services in the manner described below, not to exceed \$500,000, at the  
26 rates or charges shown in Exhibit "A".

27 B. Consultant may select the time and place of performance for  
28 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, Hal Suetsugu. 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.

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

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

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

1 certified 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 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, allegations, demands, damage, loss,  
23 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,  
24 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")  
25 arising, directly or indirectly, in whole or in part, out of any negligent act or omission of  
26 Consultant, its officers, employees, agents, sub-consultants or anyone under  
27 Consultant's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor,  
28 misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of

1 Indemnitor relating in any way to workers' compensation. Independent of the duty to  
2 indemnify 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 City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any  
7 Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant at  
8 Consultant's sole expense, as may be reasonably requested, in the defense.

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

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

14 20. 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, AIDS, HIV status, handicap or disability.  
19 Consultant shall ensure that applicants are employed, and that employees are  
20 treated during their employment, without regard to these bases. These actions  
21 shall include, but not be limited to, the following: employment, upgrading, demotion  
22 or transfer; recruitment or recruitment advertising; layoff or termination; rates of  
23 pay or other forms of compensation; and selection for training, including  
24 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  
28 this policy in its use of subconsultants and contractors to the fullest extent

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

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

17 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

1 whether or not reduced to judgment, arising from any breach or alleged breach of  
2 this warranty.

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

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

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

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

28 27. ADVERTISING. Consultant shall not use the name of City, its

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

1 officials or employees in any advertising or solicitation for business or as a reference,  
2 without the prior approval of the City Manager or designee.

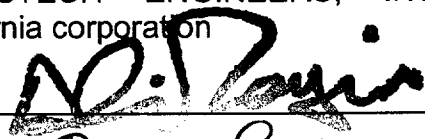
3 28. AUDIT. City shall have the right at all reasonable times during the  
4 term of this Agreement and for a period of five (5) years after termination or expiration of  
5 this Agreement to examine, audit, inspect, review, extract information from and copy all  
6 books, records, accounts and other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

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

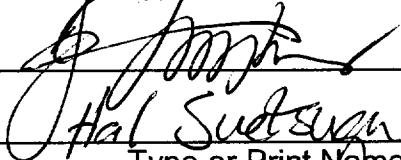
10 IN WITNESS WHEREOF, the parties have caused this document to be duly  
11 executed with all formalities required by law as of the date first stated above.

TRANSTECH ENGINEERS, INC., a  
California corporation

14 \_\_\_\_\_, 2008

By   
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ALLEN CAYLE  
Type or Print Name

17 \_\_\_\_\_, 2008

By   
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Hal Sudsuzh  
Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal  
corporation

22 July 1 2008, 2008

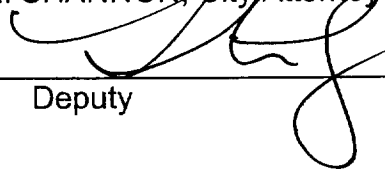
By   
\_\_\_\_\_  
Assistant City Manager  
City Manager

"City"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

This Agreement is approved as to form on June 24, 2008.

ROBERT E. SHANNON, City Attorney

By   
\_\_\_\_\_  
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 of 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.

**TRANSTECH ENGINEERS, INC. STANDARD HOURLY RATES****EFFECTIVE JULY 1, 2008 THROUGH JUNE 31, 2009**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
PRINCIPAL IN CHARGE	\$200
PRINCIPAL ENGINEER	\$175
PRINCIPAL FUNDS MANAGER	\$165
SENIOR ENGINEER	\$145
CONSTRUCTION MANAGER	\$135
PROJECT MANAGER	\$135
ENVIRONMENTAL SPECIALIST	\$125
SENIOR FUNDS ANALYST	\$125
PROJECT ENGINEER	\$125
PLANNER	\$110
SENIOR TRANSPORTATION ANALYST	\$110
PUBLIC OUTREACH/MARKETING SPECIALIST	\$110
STAFF ENGINEER	\$110
TRANSPORTATION ANALYST/PLANNER	\$100
PLAN CHECKER	\$90
ADMINISTRATIVE FUNDS COORDINATOR	\$85
INSPECTOR	\$85
SENIOR CADD DESIGNER	\$80
STAFF CADD DESIGNER	\$70
ENGINEERING TECHNICIAN	\$55
ADMINISTRATIVE/CLERICAL	\$45
CLERICAL (INTERN)	\$15
2 – MAN SURVEY CREW	\$160

REIMBURSABLE DIRECT EXPENSES ARE BILLED AT COST PLUS 10% FOR ADMINISTRATION FEE.

**TRANSTECH ENGINEERS, INC. STANDARD HOURLY RATES****EFFECTIVE JULY 1, 2009 THROUGH JUNE 31, 2010**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
PRINCIPAL IN CHARGE	\$210
PRINCIPAL ENGINEER	\$184
PRINCIPAL FUNDS MANAGER	\$173
SENIOR ENGINEER	\$152
CONSTRUCTION MANAGER	\$142
PROJECT MANAGER	\$142
ENVIRONMENTAL SPECIALIST	\$131
SENIOR FUNDS ANALYST	\$131
PROJECT ENGINEER	\$131
PLANNER	\$116
SENIOR TRANSPORTATION ANALYST	\$116
PUBLIC OUTREACH/MARKETING SPECIALIST	\$116
STAFF ENGINEER	\$116
TRANSPORTATION ANALYST/PLANNER	\$105
PLAN CHECKER	\$95
ADMINISTRATIVE FUNDS COORDINATOR	\$89
INSPECTOR	\$89
SENIOR CADD DESIGNER	\$84
STAFF CADD DESIGNER	\$74
ENGINEERING TECHNICIAN	\$58
ADMINISTRATIVE/CLERICAL	\$47
CLERICAL (INTERN)	\$15
2 – MAN SURVEY CREW	\$160

REIMBURSABLE DIRECT EXPENSES ARE BILLED AT COST PLUS 10% FOR ADMINISTRATION FEE.

**TRANSTECH ENGINEERS, INC. STANDARD HOURLY RATES****EFFECTIVE JULY 1, 2010 THROUGH JUNE 31, 2011**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
PRINCIPAL IN CHARGE	\$220
PRINCIPAL ENGINEER	\$193
PRINCIPAL FUNDS MANAGER	\$182
SENIOR ENGINEER	\$160
CONSTRUCTION MANAGER	\$149
PROJECT MANAGER	\$149
ENVIRONMENTAL SPECIALIST	\$138
SENIOR FUNDS ANALYST	\$138
PROJECT ENGINEER	\$138
PLANNER	\$121
SENIOR TRANSPORTATION ANALYST	\$121
PUBLIC OUTREACH/MARKETING SPECIALIST	\$121
STAFF ENGINEER	\$121
TRANSPORTATION ANALYST/PLANNER	\$110
PLAN CHECKER	\$99
ADMINISTRATIVE FUNDS COORDINATOR	\$94
INSPECTOR	\$94
SENIOR CADD DESIGNER	\$88
STAFF CADD DESIGNER	\$77
ENGINEERING TECHNICIAN	\$61
ADMINISTRATIVE/CLERICAL	\$50
CLERICAL (INTERN)	\$15
2 - MAN SURVEY CREW	\$160

REIMBURSABLE DIRECT EXPENSES ARE BILLED AT COST PLUS 10% FOR ADMINISTRATION FEE.

# 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"