

AGREEMENT

30762

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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 ITERIS, INC., a
6 Delaware corporation, with a place of business at 1700 Carnegie Avenue, Suite 100,
7 Santa Ana, California 92705 ("Consultant"), and the CITY OF LONG BEACH, a municipal
8 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, Gary Hamrick. 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. Each insurance policy shall be endorsed to state that
7 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
8 days prior written notice to City, shall be primary and not contributing to any other
9 insurance or self-insurance maintained by City, and shall be endorsed to state that
10 coverage maintained by City shall be excess to and shall not contribute to
11 insurance or self-insurance maintained by Consultant. Consultant shall notify City
12 in writing within five (5) days after any insurance has been voided by the insurer or
13 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 prior to expiration of
27 the insurance, furnish to City certificates of insurance and endorsements
28 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.

12 ITERIS, INC., a Delaware corporation
13 By July 14, 2008 [Signature]

14 Gary Hamrick
15 Type or Print Name

16 By July 17, 2008 [Signature]
17 Dan Gilliam
18 Type or Print Name

19 "Consultant"

20 CITY OF LONG BEACH, a municipal
21 corporation

22 By July 20, 2008 [Signature] Assistant City Manager
23 City Manager

24 "City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

25 This Agreement is approved as to form on July 22, 2008.

26 ROBERT E. SHANNON, City Attorney
27 By [Signature]
28 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.



City of Long Beach Rate Sheet 2008-2009

Rates Effective Beginning June 10, 2008 Ending June 9, 2009

LABOR RATES			
Labor Category/Grade	Rate	Labor Category/Grade	Rate
Senior Vice President VPSR	260.00	Program Manager II.PRG2	130.00
Vice President VP3	240.00	Senior Program Manager I.PRMGRS1	130.00
Regional Vice President VI.VPR6	220.00	Senior Project Manager III PRJMGR3	130.00
Vice President II.VP2	220.00	Senior Systems Engineer III.SYSENGS3	130.00
Vice President Operations VPO	220.00	Senior Transportation Engineer II.TRENGS2	130.00
Vice President VPNO	220.00	Systems Engineer I.SYSENG1	130.00
Associate Vice President IV.VPA4	210.00	Transportation Planner IV.TRANP4	130.00
Senior Systems Engineer X.SYSENGS10	210.00	Transportation Planning Manager III.TPM3	130.00
Systems Network Administrator III.SNA3	210.00	ITS Designer ITSD	120.00
Principal II.PRI2	205.00	Senior SW Engineer I.SWENG51	120.00
Regional Vice President IV.VPR4	205.00	Senior Transportation Engineer I.TRENGS1	120.00
Senior SW Engineer V.SWENG55	205.00	Transportation Engineer II.TRENG2	120.00
Associate Vice President III.VPA3	195.00	Designer0.Des0	115.00
Associate Vice President II.VPA2	190.00	Senior Transportation Engineer I.TRENGS1	115.00
Senior Transportation Engineer VIII.TRENGS8	185.00	Transportation Planner. 1	115.00
Principal I.PRI1	180.00	Associate Transportation Engr II.TRENGAS2	110.00
Senior Program Manager VII.PRMGRS7	180.00	Associate Transportation Engr VI.TRENGAS6	110.00
Senior Project Manager VIII PRJMGR8	180.00	Transportation Engineer I.TRENG1	110.00
Senior Systems Engineer VIII.SYSENGS8	180.00	Assistant Transportation Engr III.TRENGAT	105.00
Traffic Design Manager TDM	180.00	Associate Transportation Engr V.TRENGAS5	105.00
Senior Program Manager VI.PRMGRS6	175.00	Associate Transportation Engr V.TRENGAS5	105.00
Senior Project Manager VII PRJMGR7	175.00	Senior Project Accountant 1.Projacct1	105.00
Senior Transportation Engineer VII.TRENGS7	175.00	Assistant Transportation Planner I.TRANPASST1	100.00
Director of Operations DIR	170.00	Associate Transportation Engr I.TRENGAS1	100.00
Senior Transportation Modeler I.STRANMOD1	165.00	Associate Transportation Engr IV.TRENGAS4	100.00
Senior Systems Engineer VI.SYSENGS6	160.00	Software Engineer III.SWENG3	100.00
Senior Transportation Engineer VI.TRENGS6	160.00	Systems Engineer 0.SYSENG0	100.00
Senior SW Engineer III.SWENG53	150.00	Assistant Transportation Engr II.ASSISTENG2	95.00
Senior Transportation Engineer V.TRENGS5	150.00	Associate Transportation Engr III.TRENGAS3	95.00
Senior Project Manager IV PRJMGR4	140.00	Assistant Transportation Engr I.ASSISTENG1	90.00
Senior SW Engineer II.SWENG52	140.00	Assistant Transportation Engr I.TRENGAT1	90.00
Senior Systems Engineer IV.SYSENGS4	140.00	Assistant Transportation Engr 0.ASSISTENG0	85.00
Senior Transportation Engineer IV.TRENGS4	140.00	Associate Transportation Engr II.TRENGAS2	85.00
Software Engineer V.SWENG5	140.00	Administrator III.ADMIN	80.00
Senior Transportation Engineer III.TRENGS3	135.00	Administrator III.ADMIN	80.00
Senior Transportation Engineer III.TRENGS3	135.00	Graphics Support II.GRI2	80.00

City of Long Beach Rate Sheet 2008-2009

Rates Effective Beginning June 10, 2008 Ending June 9, 2009

LABOR RATES			
Labor Category/Grade	Rate	Labor Category/Grade	Rate
Software Engineer I.SWENG1	80.00	Administrator I.ADMIN1	65.00
Technical Support TECHSUP	75.00	Administrator ADMIN	55.00
Administrator II.ADMIN2	70.00	Technical Support I.TECHSUP1	50.00
Assistant Transportation Planner. TRANPASST	70.00	Technical Support 3.TECHSUP3	40.00
Project Administrator II.PA2	70.00	Technical Support 2.TECHSUP2	35.00

Notes:

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City of Long Beach Rate Sheet 2009-2010

Rates Effective Beginning

June 10, 2009

Ending

June 9, 2010

LABOR RATES			
Labor Category/Grade	Rate	Labor Category/Grade	Rate
Senior Vice President VPSR	275.00	Program Manager II.PRG2	140.00
Vice President VP3	255.00	Senior Program Manager I.PRMGRS1	140.00
Regional Vice President VI.VPR6	230.00	Senior Project Manager III PRJMGR3	140.00
Vice President II.VP2	230.00	Senior Systems Engineer III.SYSENGS3	140.00
Vice President Operations VPO	230.00	Senior Transportation Engineer II.TRENGS2	140.00
Vice President VPNO	230.00	Systems Engineer I.SYSENG1	140.00
Associate Vice President IV.VPA4	220.00	Transportation Planner IV.TRANP4	140.00
Senior Systems Engineer X.SYSENGS10	220.00	Transportation Planning Manager III.TPM3	140.00
Systems Network Administrator III.SNA3	220.00	ITS Designer ITSD	130.00
Principal II.PRI2	215.00	Senior S/W Engineer I.SWENG51	130.00
Regional Vice President IV.VPR4	215.00	Senior Transportation Engineer I.TRENGS1	130.00
Senior S/W Engineer V.SWENG55	215.00	Transportation Engineer II.TRENG2	120.00
Associate Vice President III.VPA3	205.00	Designer0.Des0	120.00
Associate Vice President II.VPA2	200.00	Senior Transportation Engineer I.TRENGS1	120.00
Senior Transportation Engineer VIII.TRENGS8	195.00	Transportation Planner.1	120.00
Principal I.PRI1	190.00	Associate Transportation Engr II.TRENGAS2	115.00
Senior Program Manager VII.PRMGRS7	190.00	Associate Transportation Engr VI.TRENGAS6	115.00
Senior Project Manager VIII PRJMGR8	190.00	Transportation Engineer I.TRENG1	115.00
Senior Systems Engineer VIII.SYSENGS8	190.00	Assistant Transportation Engr III.TRENGAT	110.00
Traffic Design Manager TDM	190.00	Associate Transportation Engr V.TRENGAS5	110.00
Senior Program Manager VI.PRMGRS6	185.00	Associate Transportation Engr V.TRENGAS5	110.00
Senior Project Manager VII PRJMGR7	185.00	Senior Project Accountant 1.Projaccts1	110.00
Senior Transportation Engineer VII.TRENGS7	185.00	Assistant Transportation Planner I.TRANPASST1	105.00
Director of Operations DIR	180.00	Associate Transportation Engr I.TRENGAS1	105.00
Senior Transportation Modeler I.STRANMOD1	175.00	Associate Transportation Engr IV.TRENGAS4	105.00
Senior Systems Engineer VI.SYSENGS6	170.00	Software Engineer III.SWENG3	105.00
Senior Transportation Engineer VI.TRENGS6	170.00	Systems Engineer 0.SYSENG0	105.00
Senior S/W Engineer III.SWENG53	160.00	Assistant Transportation Engr II.ASSISTENG2	100.00
Senior Transportation Engineer V.TRENGS5	160.00	Associate Transportation Engr III.TRENGAS3	100.00
Senior Project Manager IV PRJMGR4	150.00	Assistant Transportation Engr I.ASSISTENG1	95.00
Senior S/W Engineer II.SWENG52	150.00	Assistant Transportation Engr I.TRENGAT1	95.00
Senior Systems Engineer IV.SYSENGS4	150.00	Assistant Transportation Engr 0.ASSISTENG0	90.00
Senior Transportation Engineer IV.TRENGS4	150.00	Associate Transportation Engr II.TRENGAS2	90.00
Software Engineer V.SWENG5	150.00	Administrator III.ADMIN	85.00
Senior Transportation Engineer III.TRENGS3	145.00	Administrator III.ADMIN	85.00
Senior Transportation Engineer III.TRENGS3	145.00	Graphics Support II.GRI2	85.00



City of Long Beach Rate Sheet 2009-2010

Rates Effective Beginning June 10, 2009 Ending June 9, 2010

LABOR RATES			
Labor Category/Grade	Rate	Labor Category/Grade	Rate
Software Engineer I.SWENG1	85.00	Administrator I.ADMIN1	70.00
Technical Support TECHSUP	80.00	Administrator ADMIN	60.00
Administrator II.ADMIN2	75.00	Technical Support I.TECHSUP1	55.00
Assistant Transportation Planner. TRANPASST	75.00	Technical Support 3.TECHSUP3	45.00
Project Administrator II.PA2	75.00	Technical Support 2.TECHSUP2	40.00

Notes:

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City of Long Beach Rate Sheet 2010-2011

Rates Effective Beginning June 10, 2010 Ending June 9, 2011

LABOR RATES			
Labor Category/Grade	Rate	Labor Category/Grade	Rate
Senior Vice President VPSR	290.00	Program Manager II.PRG2	150.00
Vice President VP3	270.00	Senior Program Manager I.PRMGRS1	150.00
Regional Vice President VI.VPR6	245.00	Senior Project Manager III PRJMGR3	150.00
Vice President II.VP2	245.00	Senior Systems Engineer III.SYSENGS3	150.00
Vice President Operations VPO	245.00	Senior Transportation Engineer II.TRENGS2	150.00
Vice President VPNO	245.00	Systems Engineer I.SYSENG1	150.00
Associate Vice President IV.VPA4	230.00	Transportation Planner IV.TRANP4	150.00
Senior Systems Engineer X.SYSENGS10	230.00	Transportation Planning Manager III.TPM3	150.00
Systems Network Administrator III.SNA3	230.00	ITS Designer ITSD	140.00
Principal II.PRI2	225.00	Senior S/W Engineer I.SWENG51	140.00
Regional Vice President IV.VPR4	225.00	Senior Transportation Engineer I.TRENGS1	140.00
Senior S/W Engineer V.SWENG55	225.00	Transportation Engineer II.TRENG2	130.00
Associate Vice President III.VPA3	215.00	Designer0.Des0	130.00
Associate Vice President II.VPA2	210.00	Senior Transportation Engineer I.TRENGS1	130.00
Senior Transportation Engineer VIII.TRENGS8	205.00	Transportation Planner.1	130.00
Principal I.PRI1	200.00	Associate Transportation Engr II.TRENGAS2	120.00
Senior Program Manager VII.PRMGRS7	200.00	Associate Transportation Engr VI.TRENGAS6	120.00
Senior Project Manager VIII PRJMGR8	200.00	Transportation Engineer I.TRENG1	120.00
Senior Systems Engineer VIII.SYSENGS8	200.00	Assistant Transportation Engr III.TRENGAT	115.00
Traffic Design Manager TDM	200.00	Associate Transportation Engr V.TRENGAS5	115.00
Senior Program Manager VI.PRMGRS6	195.00	Associate Transportation Engr V.TRENGAS5	115.00
Senior Project Manager VII PRJMGR7	195.00	Senior Project Accountant 1.Projaccts1	115.00
Senior Transportation Engineer VII.TRENGS7	195.00	Assistant Transportation Planner I.TRANPASST1	110.00
Director of Operations DIR	190.00	Associate Transportation Engr I.TRENGAS1	110.00
Senior Transportation Modeler I.STRANMOD1	185.00	Associate Transportation Engr IV.TRENGAS4	110.00
Senior Systems Engineer VI.SYSENGS6	180.00	Software Engineer III.SWENG3	110.00
Senior Transportation Engineer VI.TRENGS6	180.00	Systems Engineer 0.SYSENG0	110.00
Senior S/W Engineer III.SWENG53	170.00	Assistant Transportation Engr II.ASSISTENG2	110.00
Senior Transportation Engineer V.TRENGS5	170.00	Associate Transportation Engr III.TRENGAS3	110.00
Senior Project Manager IV PRJMGR4	160.00	Assistant Transportation Engr I.ASSISTENG1	100.00
Senior S/W Engineer II.SWENG52	160.00	Assistant Transportation Engr I.TRENGAT1	100.00
Senior Systems Engineer IV.SYSENGS4	160.00	Assistant Transportation Engr 0.ASSISTENG0	95.00
Senior Transportation Engineer IV.TRENGS4	160.00	Associate Transportation Engr II.TRENGAS2	95.00
Software Engineer V.SWENG5	160.00	Administrator III.ADMIN	90.00
Senior Transportation Engineer III.TRENGS3	155.00	Administrator III.ADMIN	90.00
Senior Transportation Engineer III.TRENGS3	155.00	Graphics Support II.GRI2	90.00

City of Long Beach Rate Sheet 2010-2011

Rates Effective Beginning June 10, 2010 Ending June 9, 2011

LABOR RATES			
Labor Category/Grade	Rate	Labor Category/Grade	Rate
Software Engineer I.SWENG1	90.00	Administrator I.ADMIN1	75.00
Technical Support TECHSUP	85.00	Administrator ADMIN	65.00
Administrator II.ADMIN2	80.00	Technical Support I.TECHSUP1	60.00
Assistant Transportation Planner. TRANPASST	80.00	Technical Support 3.TECHSUP3	50.00
Project Administrator II.PA2	80.00	Technical Support 2.TECHSUP2	45.00

Notes:

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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"