

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 AGREEMENT

2 **29561**

3 THIS AGREEMENT is made and entered, in duplicate, as of February 1,
4 2006 for reference purposes only, pursuant to a minute order adopted by the City Council
5 of the City of Long Beach at its meeting held on August 16, 2005, by and between
6 WOOLPERT, INC., an Ohio corporation, with a place of business at 116 Inverness Drive
7 East, Suite 105, Englewood, Colorado 80112 ("Consultant"), and the CITY OF LONG
8 BEACH, a municipal corporation ("City").

9 WHEREAS, the City requires specialized services requiring unique skills to
10 be performed in connection with Consultant Services - Traffic Sign Inventory ("Project");
11 and

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

16 WHEREAS, City desires to have Consultant perform said specialized
17 services, and Consultant is willing and able to do so on the terms herein;

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

20 1. SCOPE OF WORK OR SERVICES.

21 A. Consultant shall furnish specialized services more particularly set forth in
22 Exhibit "A", attached hereto and incorporated herein by this reference, in accordance with
23 the standards of the profession, and City shall pay for said services in the manner
24 described below, not to exceed \$385,333.00.

25 B. Consultant may select the time and place of performance hereunder
26 provided, however, that access to City documents, records, and the like, if needed by
27 Consultant, shall be available only during City's normal business hours and provided that
28 milestones for performance, if any, are met.

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

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

14 D. Consultant represents that Consultant has obtained all necessary
15 information on conditions and circumstances that may affect performance hereunder and
16 has conducted site visits, if necessary.

17 2. TERM. The term of this Agreement shall commence at midnight on
18 March 1, 2006, and shall terminate at 11:59 p.m. on February 28, 2007, unless sooner
19 terminated as provided in this Agreement, or unless the services to be performed
20 hereunder or the Project is completed sooner.

21 3. COORDINATION AND ORGANIZATION.

22 A. Consultant shall coordinate performance hereunder with City's
23 representative, if any, named in Exhibit "B", attached hereto and incorporated herein by
24 this reference. Consultant shall advise and inform City's representative of the work in
25 progress on the Project in sufficient detail so as to assist City's representative in making
26 presentations and in holding meetings for the exchange of information. City shall furnish
27 to Consultant information or materials, if any, described in Exhibit "C" attached hereto and
28 incorporated herein by this reference, and shall perform any other tasks described therein.

1 B. The parties acknowledge that a substantial inducement to City for entering
2 this Agreement was and is the reputation and skill of Consultant's key employee Bryan
3 Dickerson. City shall have the right to approve any person proposed by Consultant to
4 replace that key employee.

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

17 5. INSURANCE. As a condition precedent to the effectiveness of this
18 Agreement, Consultant shall procure and maintain at Consultant's expense for the duration
19 of this Agreement from insurance companies that are admitted to write insurance in
20 California or from authorized non-admitted insurance companies that have ratings of or
21 equivalent to A:VIII by A.M. Best Company the following insurance:

22 (a) Commercial general liability insurance (equivalent in scope to ISO
23 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One
24 Million Dollars (\$1,000,000) per each occurrence and Two Million Dollars
25 (\$2,000,000) general aggregate. Such coverage shall include but not be
26 limited to broad form contractual liability, cross liability, independent
27 contractors liability, and products and completed operations liability. The
28 City, its officials, employees and agents shall be named as additional

1 insureds (1) by endorsement (on City's endorsement form or on an
2 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26
3 11 85), and this insurance shall contain no special limitations on the scope
4 of protection given to the City, its officials, employees and agents; or (2) by
5 attaching to the certificate the relevant portions of Consultant's insurance
6 policy that provide Additional Insured status coverage equivalent in scope to
7 ISO form CG 20 10 11 85 or CG 20 26 11 85.

8 (b) Workers' Compensation insurance as required by the Labor Code
9 of the State of California and employer's liability insurance in an amount not
10 less than One Million Dollars (\$1,000,000).

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

13 (d) Commercial automobile liability insurance (equivalent in scope to
14 ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount
15 not less than Five Hundred Thousand Dollars (\$500,000) combined single
16 limit per accident.

17 Any self-insurance program must be separately approved in writing by City's
18 Risk Manager or designee. With respect to a self-insured retention or deductible,
19 Consultant's policy must not exceed \$450,000 and \$50,000 respectively. In any event,
20 Consultant shall protect City, its officials, employees and agents in the same manner and
21 to the same extent as they would have been protected had the policy or policies not
22 contained retention or deductible provisions. Each insurance policy shall be endorsed to
23 state that coverage shall not be reduced, non-renewed, or canceled except after thirty (30)
24 days prior written notice to City, and shall be primary and not contributing to any other
25 insurance or self-insurance maintained by City. Consultant shall notify the City in writing
26 within five (5) days after any insurance required herein has been voided by the insurer or
27 cancelled by the insured.

28 Consultant shall require that all contractors and subcontractors which

1 Consultant uses in the performance of services hereunder maintain insurance in
2 compliance with this Section unless otherwise agreed in writing by City's Risk Manager or
3 designee.

4 Prior to the start of performance, Consultant shall deliver to City certificates
5 of insurance and required endorsements for approval as to sufficiency and form. The
6 certificate and endorsements for each insurance policy shall contain the original signature
7 of a person authorized by that insurer to bind coverage on its behalf. In addition,
8 Consultant, shall, within thirty (30) days prior to expiration of the insurance required herein,
9 furnish to City certificates of insurance and endorsements evidencing renewal of such
10 insurance. City reserves the right to require complete certified copies of all policies of
11 Consultant and Consultant's contractors and subcontractors, at any time. Consultant shall
12 make available to City's Risk Manager or designee all books, records and other information
13 relating to the insurance coverage required herein, during normal business hours.

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

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

23 **6. ASSIGNMENT AND SUBCONTRACTING.** This Agreement contemplates
24 the personal services of Consultant and Consultant's employees, and the parties
25 acknowledge that a substantial inducement to City for entering this Agreement was and is
26 the professional reputation and competence of Consultant and Consultant's employees.
27 Consultant shall not assign its rights or delegate its duties hereunder, or any interest
28 herein, or any portion hereof, without the prior approval of City, except that Consultant may

1 with the prior approval of the City Manager of City, assign any moneys due or to become
2 due the Consultant hereunder. Any attempted assignment or delegation shall be void, and
3 any assignee or delegate shall acquire no right or interest by reason of such attempted
4 assignment or delegation. Furthermore, Consultant shall not subcontract any portion of
5 the performance required hereunder without the prior approval of the City Manager or
6 designee, nor substitute an approved subcontractor without said prior approval to the
7 substitution. Nothing stated in this Section 6 shall prevent Consultant from employing as
8 many employees as Consultant deems necessary for performance of this Agreement.

9 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
10 certifies and shall obtain similar certifications from Consultant's employees and approved
11 subcontractors that, at the time Consultant executes this Agreement and for its duration,
12 Consultant does not and will not perform services for any other client which would create
13 a conflict, whether monetary or otherwise, as between the interests of City hereunder and
14 the interests of such other client.

15 8. MATERIALS. Consultant shall furnish all labor and supervision, supplies,
16 materials, tools, machinery, equipment, appliances, transportation, and services necessary
17 to or used in the performance of Consultant's obligations hereunder, except as stated in
18 Exhibit "C".

19 9. OWNERSHIP OF DATA. Upon payment to Consultant for services
20 rendered or otherwise subject to Section 10 below, all materials, information and data
21 prepared, developed, or assembled by Consultant or furnished to Consultant in connection
22 with this Agreement, including but not limited to documents, estimates, calculations,
23 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
24 models, reports, summaries, drawings, designs, notes, plans, information, material, and
25 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
26 and City shall have the unrestricted right to use and disclose the Data in any manner and
27 for any purpose without payment of further compensation to Consultant. Copies of Data
28 may be retained by Consultant but Consultant warrants that Data shall not be made

1 available to any person or entity for use without the prior approval of City. Said warranty
2 shall survive termination of this Agreement for five (5) years.

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

14 11. CONFIDENTIALITY. Consultant shall keep the Data confidential and
15 shall not disclose the Data or use the Data directly or indirectly other than in the course of
16 services provided hereunder during the term of this Agreement and for five (5) years
17 following expiration or termination of this Agreement. In addition, Consultant shall keep
18 confidential all information, whether written, oral, or visual, obtained by any means
19 whatsoever in the course of Consultant's performance hereunder for the same period of
20 time. Consultant shall use the same standard of care that it uses to protect its own
21 confidential information, but in no event less than reasonable care. Consultant shall not
22 be liable for an inadvertent disclosure of such information despite the exercise of the care
23 required provided that Consultant promptly notifies the City of such disclosure and takes
24 reasonable steps to retrieve the inadvertently disclosed information. Consultant shall not
25 disclose any or all of the Data to any third party, nor use it for Consultant's own benefit or
26 the benefit of others except for the purpose of this Agreement.

27 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for a
28 breach of confidentiality with respect to Data that: (a) Consultant demonstrates

1 Consultant knew prior to the time City disclosed it; or (b) Is or becomes publicly available
2 without breach of this Agreement by Consultant; or (c) A third party who has a right to
3 disclose does so to Consultant without restrictions on further disclosure; or (d) Must be
4 disclosed pursuant to subpoena or court order.

5 13. CORRECTIVE ACTION. If, in the opinion of City, the Data or services
6 performed by Consultant requires correction during a period of twelve (12) months
7 following expiration or termination of this Agreement, Consultant shall make said
8 corrections at no additional charge or cost to City. The corrective action required
9 hereunder shall be in addition to any other rights or remedies that City may have.

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

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

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

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

1 control (collectively "Indemnitor"); Consultant's breach of this Agreement;
2 misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating
3 in any way to worker's compensation but Consultant retains the right to subrogate against
4 the City if City's negligence caused injury to Consultant's employee. Independent of the
5 duty to indemnify and as a free-standing duty on the part of Consultant with a reservation
6 of rights, Consultant shall defend City and shall continue such defense until the Claim is
7 resolved, whether by settlement, judgment or otherwise. No finding or judgment of
8 negligence, fault, breach, or the like on the part of Indemnitor shall be required for the duty
9 to defend to arise. Consultant shall notify the City of any claim within ten (10) days.
10 Likewise, City shall notify Consultant of any claim, shall tender the defense of such claim
11 to Consultant, and shall assist Consultant, as may be reasonably requested, in such
12 defense. If a court or jury determines that the actions giving rise to the Claim were not the
13 fault of Consultant, then under the reservation of rights, the City will pay the defense costs
14 of Consultant in the amount determined by the court.

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

17 19. COSTS. If there is any legal proceeding between the parties to enforce
18 or interpret this Agreement or to protect or establish any rights or remedies hereunder, the
19 prevailing party shall be entitled to its costs and expenses, including reasonable attorneys'
20 fees and court costs (including appeals), as determined by the court and based on othe
21 court's proportional determination of the judgment for the prevailing party.

22 20. NONDISCRIMINATION. In connection with performance of this
23 Agreement and subject to applicable rules and regulations, Consultant shall not
24 discriminate against any employee or applicant for employment because of race, religion,
25 national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability.
26 Consultant shall ensure that applicants are employed, and that employees are treated
27 during their employment, without regard to these bases. Such actions shall include, but not
28 be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or

1 recruitment advertising, layoff or termination, rates of pay or other forms of compensation,
2 and selection for training, including apprenticeship.

3 It is the policy of City to encourage the participation of Disadvantaged,
4 Minority and Women-owned Business Enterprises in City's procurement process, and
5 Consultant agrees to use its best efforts to carry out this policy in the award of all approved
6 subcontracts to the fullest extent consistent with the efficient performance of this
7 Agreement. Consultant may rely on written representations by subcontractors regarding
8 their status. City's policy is attached as Exhibit "D" hereto. Consultant shall report to City
9 in May and in December or, in the case of short-term agreements, prior to invoicing for final
10 payment, the names of all sub-consultants engaged by Consultant for this Project and
11 information on whether or not they are a Disadvantaged, Minority or Women-Owned
12 Business Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
13 637).

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

22 22. REDESIGN. If the Project involves construction and the scope of work
23 or services requires Consultant to prepare plans and specifications with an estimate of the
24 cost of construction, then Consultant may be required to modify the plans and
25 specifications, any construction documents relating thereto, and Consultant's estimate, at
26 no cost to City, when the lowest bid for construction received by City exceeds by more than
27 ten percent (10%) Consultant's estimate. Said modification shall be submitted in a timely
28 fashion to allow City to receive new bids within four (4) months of the date on which the

1 original plans and specifications were submitted by Consultant.

2 23. COPYRIGHTS AND PATENT RIGHTS. A. Consultant shall place the
3 following copyright protection on all Data: © City of Long Beach, California ____, inserting
4 the appropriate year.

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

9 C. Consultant warrants that the Data does not violate or infringe any patent,
10 copyright, and, to the extent identified as such, any trade secret or other proprietary right
11 of any other party. Consultant agrees to and shall protect, defend, indemnify and hold City,
12 its officials and employees harmless from any and all claims, demands, damages, loss,
13 liability, causes of action, costs or expenses (including reasonable attorneys' fees) whether
14 or not reduced to judgment, arising from any breach or alleged breach of this warranty.

15 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants that
16 Consultant has not employed or retained any entity or person to solicit or obtain this
17 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,
18 commission, or other monies based on or from the award of this Agreement. If Consultant
19 breaches this warranty, City shall have the right to terminate this Agreement immediately
20 notwithstanding the provisions of Section 10 hereof or, in its discretion, to deduct from
21 payments due under this Agreement or otherwise recover the full amount of such fee,
22 commission, or other monies.

23 25. WAIVER. The acceptance of any services or the payment of any money
24 by City shall not operate as a waiver of any provision of this Agreement, or of any right to
25 damages or indemnity stated in this Agreement. The waiver of any breach of this
26 Agreement shall not constitute a waiver of any other or subsequent breach of this
27 Agreement.

28 26. CONTINUATION. Termination or expiration of this Agreement shall not

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 17,
2 19, 23, and 29 prior to termination or expiration of this Agreement, and shall not extinguish
3 any warranties hereunder.

4 27. TAX REPORTING. As required by federal and state law, City is
5 obligated to and will report the payment of compensation to Consultant on Form 1099-
6 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
7 resulting from payments under this Agreement. Consultant's Employer Identification
8 Number is [REDACTED] If Consultant has a Social Security Number rather than an
9 Employer Identification Number, then Consultant shall submit that Social Security Number
10 in writing to City's Accounts Payable, Department of Financial Management. Consultant
11 acknowledges and agrees that City has no obligation to pay Consultant hereunder until
12 Consultant provides one of the aforesaid Numbers.

13 28. ADVERTISING. Consultant shall not use the name of City, its officials
14 or employees in any advertising or solicitation for business, nor as a reference, without the
15 prior approval of the City Manager or designee.

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

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

23 IN WITNESS WHEREOF, the parties hereto have caused this document to

24 ///

25 ///

26 ///

27 ///

28 ///

1 be duly executed with all formalities required by law as of the date first stated herein.

2
3 March 29, 2006

WOOLPERT, INC., an Ohio corporation
By Stephen P. Higgins
Senior Vice President

4
5 March 29, 2006

By John M. Palla
Vice President

"Consultant"

6
7
8 4-13, 2006

CITY OF LONG BEACH, a municipal corporation
By [Signature]
City Manager

"City"

This Agreement is approved as to form on 4/3, 2006.

ROBERT E. SHANNON, City Attorney

By [Signature]
Senior Deputy

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "A"

PROJECT VISION

The City of Long Beach has selected Woolpert, Inc. to perform an assessment of the existing sign inventory (available in AutoCAD format), an inventory of traffic signs and pavement markings via digital data acquisition technologies and integration of this data into the City's existing Cityworks asset and work management system.

The Goal of Woolpert is to not only provide the city with an accurate sign and pavement marking inventory, but also with a working Cityworks model. Based on City responses to submitted questions and further clarification in the interview process, Woolpert will also provide 4 combined digital survey and display units to allow the City to maintain this data in the future. Woolpert will document the field inventory and assessment processes in a Maintenance manual so the city will have the required knowledge of how to best maintain this system. These services will provide the city with an edge to quickly leverage their investment in GIS and CMMS.

Woolpert's project approach includes delivering the following:

1. A thorough and accurate inventory of traffic sign and pavement marking assets in such a way as to be immediately available in the Cityworks environment.
2. The highest level of customer service available. The project team has experience in all aspects of this project (field inventory and assessment, GIS, and Azteca Cityworks) and will be available to answer any technical or conceptual questions for the lifecycle of this project.
3. A populated Cityworks database with the field-collected asset inventory information.
4. Data conversion of the city's existing database work orders to the newly collected assets so the city can focus on current maintenance activities.
5. A partnering approach that will transfer Woolpert's experience to the City of Long Beach's staff so they have a thorough understanding of how the system can best be maintained from both the field inventory and Cityworks perspectives.

SCOPE OF WORK

Task 1: Project Management

Mr. Bryan Dickerson has been designated as the project Woolpert project manager for this project. All communications and correspondence to Woolpert shall be sent to:

Bryan Dickerson, Project Manager
Woolpert, Inc.
116 Inverness Drive East, Suite 105
Englewood, Colorado 80112-5125

However, Woolpert employs a team approach to project management. Mr. Scott Cattran has been designated as the Project Director and Mr. Jack Kuttrus has been designated as the field inventory team lead. This team will work together to provide the very best overall project management for the City of Long Beach.

The City's Project Manager will be Michael Sickles, Superintendent-Traffic Operations. All communications and correspondence should be sent to his attention at the following address:

Michael Sickles, Superintendent-Traffic Operations
1601 San Francisco Avenue
Long Beach, CA 90813

Woolpert will begin the project by preparing materials for and attending an on-site project kick-off meeting. The purpose of this meeting is to provide the project stakeholders an overview of the overall project, what tasks will need to be completed and in what order, and a detailed resource-leveled project schedule that includes City review and acceptance times. The City will have received and reviewed the project schedule prior to the kick-off meeting but the meeting gives all key project participants the opportunity to review and make final comments.

Another key ingredient to any successful project is frequent and consistent communication between all project team members. At the start of the project Woolpert will provide bi-monthly project status reports that indicate status of deliverables, work currently being performed, upcoming work assignments and any outstanding action items. Then, as the project progresses, project status reports will be on a monthly basis. We and our project management team will be available to City staff to answer and address all questions and issues that may arise during the course of this project.

Finally, Woolpert will provide a secure project collaboration website for the City of Long Beach project. As discussed in Woolpert's proposal, this service will be provided free of charge. This site will enable a central place to store important project communication including: contact information, document storage for deliverables, data deliverables, and an overall project calendar for planning and notification of important project events.

City Responsibilities

- Designate City project manager to serve as point of contact for all project issues and questions.
- Schedule with staff and provide facilities for on-site project kickoff meeting.
- Review and accept proposed schedule. Provide commentary on acceptance of schedule.
- Review monthly project status reports. Provide commentary on acceptance of deliverables.

Woolpert Deliverables

- Kickoff meeting agenda in MS Word and/or Adobe PDF format as required by the City.
- On-site project kickoff meeting
- Kickoff meeting minutes in MS Word and/or Adobe PDF format as required by the City.

-
- Revised project schedule from kickoff meeting in MS Project or Adobe PDF format which will be submitted to the City within two working days after the kickoff meeting.
 - Password Protected Project Website hosted on Woolpert Extranet
 - Monthly project status reports in MS Word and/or Adobe PDF format

Task 2: Data Assessment and Conversion

Woolpert will conduct a - data assessment, conversion/migration analysis of the City's datasets. This analysis will focus on the format and quality of existing datasets and provide the foundation for determining the best conversion method(s) required to convert the data and utilize during the field inventory tasks. Prior to this conversion/migration analysis, Woolpert will have reviewed and documented initial observations regarding the City's data. This data will include AutoCAD TCDI information, subdivision plans, signage/street light/stop sign/traffic signal maps, other necessary paper source documents and digital files and a database dump of the City's Cityworks database for Woolpert's use throughout the project. The review will specifically identify the challenges of converting the City's CAD data to a GIS format for use in the field inventory tasks and ultimately in the City's CMMS – Cityworks. During this time, the City will be available to answer any questions about the data. Data clean up and migration procedures will be documented in a Data Assessment and Conversion document and provided to the City as a deliverable.

The results of the analysis performed in this task will help Woolpert create a conversion document. This document will detail how Woolpert, working with the City, can build the GIS traffic layers using the GPS collected points and the analyzed data sets. This section will include three principal topics of discussion:

Conversion Rules: This topic will detail the steps that should be followed during the conversion process. These rules could include; how and where features are to be moved, etc.

Quality Assurance/Quality Control (QA/QC) Procedures: This topic will detail the steps and programs that the City should use to check the data for missing attribution or errors after the migration from CAD to GIS is complete. These procedures could include using domains to validate data entry, recommendations for valid data types, and any topology rules to help ensure that the correct topological relationship exists between converted features.

Metadata: Metadata is a description of the data (i.e. layer name, coordinate system, data source, data creator, etc.) It is fundamental to assessing the confidence of a data source, and for what purposes that data can be used to support. The Federal Geographic Data Committee (FGDC) or the International Standards Organization (ISO) standards will be used as a starting point to develop the City's metadata.

Following City review and approval of the Data Assessment and Conversion document, Woolpert will convert the City's AutoCAD TCDI data into a GIS format for use during field inventory tasks.

City Responsibilities

- Provide Woolpert all necessary and available source data to be used during the traffic inventory and assessment project.
- Provide Woolpert a database copy of the City's Cityworks database.
- Schedule with staff and provide facilities for on-site data assessment and review meeting.
- Review, comment and approve in writing the Data Assessment and Conversion document.
- Review and accept in writing, the conversion of associated basemap data, AutoCAD TCDI data and other supporting data identified in and to the specifications provided in the Data Assessment and Conversion document.

Woolpert Deliverables

- Draft Data Assessment and Conversion document in MS Word and/or Adobe PDF format as required by the City.
- Conversion of associated basemap data, AutoCAD TCDI data and other supporting data identified in the data assessment and review task to shapefile, ArcInfo coverage or geodatabase format (as specified by City) for support of field inventory and assessment tasks.

Task 3: Field Inventory and Assessment

SmartSurveyor™ Technology

SmartSurveyor™ software is a proprietary mobile mapping system that enables survey crews to map utility and transportation infrastructure and capture attribution on the fly, including network connectivity, in a single sweep. Developed by Woolpert, this software optionally links data output from Trimble GPS receivers to create or update GIS data that contains positional and attribute information.

The technology used in SmartSurveyor™ integrates accurate GPS positioning capabilities into an ESRI MapObjects-based GIS system that field crews can use to establish network connectivity while they are in the field performing data collection.

Using SmartSurveyor™, field crews are able to perform full asset locational surveys. This technology can be applied for both *aboveground assets such as transportation assets* and for *subsurface inventory efforts required for utilities*.

When this technology is applied to collecting locations and attributes for **transportation assets**, SmartSurveyor™ provides the advantage of **validating all attribute results against previously defined domains**. This provides a steady and uniform database and a wide range of possibilities for entering condition qualifiers, sign types and properties, as well as multiple equipment classes and attribution for the same location.

The SmartSurveyor™ software was created with built-in quality assurance procedures to assist with the data collection. These procedures include:

-
- **Require data entry.** Specific attributes for features can be required. The software can verify and enforce that certain attributes must be populated before exiting a feature.
 - **Require specific values.** To enforce consistency, database fields can be defined as text only or numeric values only so that possible attribution errors are limited.
 - **Warns the operator of inconsistent values.** When inconsistencies are found, the software warns the user where the inconsistencies exist.
 - **Automatically saves entered data prior to the closing of the file.** To help reduce the chance of losing data due to power failure and other hardware problems, entered data is written to the file immediately upon data acceptance and not when the file is exited or manually saved.
 - **User definable picklists to ensure consistent and accurate attribution.** Picklists are created for certain attributes with all possible values of the attribute. This saves time, creates consistency, and reduces the risk of invalid entries.

Minimum amounts of post processing are required for the data because it is collected and maintained in a pen-based PC in GIS format.

Another advantage of using SmartSurveyor™ on a pen-based field PC is the ability to obtain a complete inventory of features. With the graphical interface and using planimetric data, crews can field digitize a features location when GPS signals are obstructed. This allows crews to continue to collect attribute data for the obstructed feature, within the same data file, and obtain estimated State Plane Coordinates based on the planimetric data. This not only allows a complete inventory within one data file reducing office processing, but it also allows a cost effective alternative to using digital laser range finders or conventional surveying total stations.

Task 3.1: Finalize Data Dictionary

Woolpert and the City will create a database design—data dictionary—to be used by field personnel during the field inventory phase. Before field collection begins, Woolpert and the City will review the data dictionary to ensure smooth integration of field data into the City's existing GIS and Cityworks. It is recommended that the data dictionary and its associated attribute elements be 'locked down' prior to initiating the full inventory operations, since any changes to the elements most often require revisiting previously inventoried structures in order to gather additional information.

Task 3.2: Create Field Procedures Manual

The Woolpert Team will prepare a field procedure manual be fully developed to define agreed upon field survey processes and procedures. The field procedure manual will serve as a daily guide, specifically for all field personnel but generally for all project participants as well.

A well-developed, well-written field procedures manual is crucial to efficient and accurate data collection. A field procedures manual reduces the need for repeat visits to the field to collection

additional information—which can create delays in schedules and additional costs to be incurred. Experience has taught us that this method clearly and consistently communicates how to perform the data collection so that each crewmember is performing the task correctly.

Task 3.3: Delivery Areas

Woolpert will prepare a mutually agreed upon delivery grid and naming convention plan. By breaking a large project like this down to a manageable delivery grid, the City of Long Beach and Woolpert can be assured that preliminary and final data deliveries can be made on a consistent basis. This approach will minimize the opportunity for sporadic deliveries and shorten the City's review cycle significantly.

Task 3.4: Field Data Inventory and Assessment

Field technicians using Woolpert's SmartSurveyor™ software will perform the data collection and inventory. Pen-based PCs will be loaded with this software and will be used for the inventory.

Woolpert will use existing source data to assist the crews in locating known features. Based on the results of Task 2, if data exists in a digital form (such as the AutoCAD TCDI data), it will be loaded into SmartSurveyor™.

When a field crew is assigned to a new area to begin field data collection, they will first be given a copy of the planimetric and any orthophotography data to pre-plan their approach. By reviewing the work area, they can "plan their attack" on the area to ensure that it is completed not only thoroughly, but also methodically. This pre-planning often increases production, improves completeness, and reduces the need for return visits.

The SmartSurveyor™ visual map display provides field crews with real-time updates that help with tracking completed survey areas. This approach is referred to the "bread crumb trail." It eliminates the need for field crews to markup hardcopy prints of their activities each day. Because the virtual map display capabilities give field crews visual confirmation that the data they collect is correct, work for the crews is streamlined and efficient.

When inventorying a feature that exists on the City's source data, Woolpert crews will conduct an appropriate search for each structure. Crews make a concerted effort to locate all features by applying proven engineering design. If a feature indicated on the source documentation is not found within the field, crews use SmartSurveyor™ software to field digitize its location and indicate that it could not be found. This assists office staff in knowing that a feature was not missed but that it was searched for and not located.

Field Inventory

For the purposes of the field inventory and assessment, Woolpert crews will inventory all Stop signs, Stop legend pavement markings and street name signs. For the purposes of the fee schedule included in Attachment B and based on information provided by the City, it is assumed that there are 8,000 total feature locations with multiple features at a single location (8,000 Stop

signs, 8,000 Stop legend pavement markings and 16,000 street name signs). Per the Q&A submitted on April 5, 2005, "Each stop sign location will also have associated with it stop pavement markings and street name signs, so all locations have each of the features. All stop sign locations will contain 2 or more street name signs", Woolpert's fee estimate is based on the assumption that four (4) features will be at one location. If this is determined to be false, then Woolpert request that an agreed upon fee adjustment be made at the end of the project.

In addition, the City has requested costs for inventorying all other warning, regulatory and guide signs within the City. Again, for the purposes of the fee schedule included in Attachment B and based on information provided by the City, it is assumed that this totals an additional 40,000 signs to be captured as part of this project. Should the number of signs included in this fee schedule deviate by the above numbers, the City may choose to prioritize the collection of certain sign types or issue a change order, utilizing the provided cost per point information provided in Attachment B, for collection of the additional assets.

All signs inventoried as part of this project will, at minimum, be collected with the following attributes:

- Sign type and code (utilizing CalTrans modified MUTCD codes)
- Sign size
- Pole (round or square) or mounting type (steel, wood, wall mount, traffic signal, light pole, etc.)
- Facing direction (e.g. N, E, S, W)
- Location within the right of way (X Y coordinates)
- Primary street name (from street centerline data and verification from street signs)
- Secondary street (e.g. if Main Street is also State Highway 1)
- Address (from parcel mapping data)

During the field inventory and assessment, Woolpert assess all inventoried signs for condition. Condition assessment will attributes will include:

- Generalized reflectivity (good, fair, poor) collected without the use of reflectometer
- Overall general physical condition of sign
- General visibility conditions of note (blocked by landscaping, trees, etc.)
- Age (from available source data)

Note: The above attributes apply to a specific location and not multiple features in a single location.

City Responsibilities

- Participate in defining field data inventory data dictionary.
- Review and approve in writing, the draft and final data dictionary.
- Participate in definition of project delivery areas.
- Review, provide comment and approve Field Procedures manual.

Woolpert Deliverables

- Draft and Final field data inventory data dictionary.
- Draft and Final Field Procedures manual in MS Word and/or Adobe PDF format as required by the City.
- After the field survey has begun, Woolpert will provide the City with a sample dataset of the data being collected. The dataset will be provided at an agreed upon percentage of completion of the field survey.
- Completed inventory and condition assessment of 8,000 Stop signs; 8,000 Stop pavement markings; 16,000 street name signs; and an additional 40,000 warning, guide and regulatory signs.

Task 4: Data Loading and Cityworks Integration

After the field technicians have finished collecting data in the field, Woolpert will load the field data and inventoried information into shapefiles, ArcInfo coverages, and/or Cityworks Geodatabases as determined during the data assessment and review task. Prior to loading the field data and inventoried information, Woolpert and the City will meet to review the data collected and resolve any issues from the collection.

The following processes will be completed:

- Load field data into ESRI formats
- Perform QA/QC operations
- Match existing Cityworks work orders with field inventoried assets.

Load Field Data into ESRI Formats

All data will be downloaded daily and backed up to a field computer. The data will then be imported into City standard GIS data structures utilizing Woolpert's SmartLoader technology. SmartLoader is an ArcObjects-based tool that allows for batch loading and error checking of data into an ESRI format – from shapefiles to ArcInfo coverages to personal and enterprise geodatabases.

Perform QA/QC Operations

Woolpert will perform QA/QC on attributes and any existing geometric relationships. Woolpert will use QA/QC rules based on the database design and the City's input to verify the quality of the data. The rules will include logical checks, locating and correcting orphan and duplicate graphics, and verifying record values in the database (domain checking).

Match existing Cityworks work orders with Field inventoried assets

Woolpert understands that the city is currently using Cityworks to issue work orders. These work orders are considered to be "unattached" work orders in the Cityworks database as they currently do not have a spatial location associated with them.

Woolpert's lump sum fee for these services is based on hourly rates for each category of service provider, per point costs for field data collection tasks and associated direct expenses. Table 1 below lists these hourly rates. Table 2 is a breakdown per task for accomplishing the tasks in this Scope of Services. Note that per point costs include expenses and equipment charges for the associated field inventory and assessment tasks and Task 5, Hardware/Software Acquisition and Training, includes costs for purchasing hardware and associated software for the field inventory units.

Table 1. Hourly Rates		
Classification	Units	Rate
Project Director	Hr	\$185
Project Manager	Hr	\$150
Technical Lead/Sr. Consultant	Hr	\$126
Conversion and QA/QC Specialist	Hr	\$100
Field Inventory and Assessment Team Lead	Hr	\$145
Administrative Support	Hr	\$65
Inventory & Assessment – Stop Signs/Pavement Markings and Street Signs	Pt.	\$8.66
Inventory & Assessment – Regulatory, Guide and Warning Signs	Pt.	\$4.94

Table 2. Fee Schedule by Task	
Task	Total
Task 1: Project Management	\$ 18,668.00
Task 2: Data Assessment and Prep	\$ 24,636.00
Task 3: Field Inventory and Assessment	\$ 266,880.00
Task 4: Data Loading and Cityworks Integration	\$ 24,606.00
Task 5: Hardware/Software Acquisition & Training	\$ 46,683.00
Direct Costs (Travel)	\$ 3,860.00
Total Cost Proposal	\$ 385,333.00

Woolpert's lump sum fee for these services is based on hourly rates for each category of service provider, per point costs for field data collection tasks and associated direct expenses. Table 1 below lists these hourly rates. Table 2 is a breakdown per task for accomplishing the tasks in this Scope of Services. Note that per point costs include expenses and equipment charges for the associated field inventory and assessment tasks and Task 5, Hardware/Software Acquisition and Training, includes costs for purchasing hardware and associated software for the field inventory units.

Classification	Units	Rate
Project Director	Hr	\$185
Project Manager	Hr	\$150
Technical Lead/Sr. Consultant	Hr	\$126
Conversion and QA/QC Specialist	Hr	\$100
Field Inventory and Assessment Team Lead	Hr	\$145
Administrative Support	Hr	\$65
Inventory & Assessment – Stop Signs/Pavement Markings and Street Signs	Pt.	\$8.66
Inventory & Assessment – Regulatory, Guide and Warning Signs	Pt.	\$4.94

Task	Total
Task 1: Project Management	\$ 18,668.00
Task 2: Data Assessment and Prep	\$ 24,636.00
Task 3: Field Inventory and Assessment	\$ 266,880.00
Task 4: Data Loading and Cityworks Integration	\$ 24,606.00
Task 5: Hardware/Software Acquisition & Training	\$ 46,683.00
Direct Costs (Travel)	\$ 3,860.00
Total Cost Proposal	\$ 385,333.00

Attachment C - Detailed Costs

	Project Director	Project Manager	Technical Team Lead	Field Team Lead	Data Specialist	Field Tech	Administrative Support	Totals
	Scott Cattran	Bryan Dickerson	Dylan Thomas	Jack Kuttrus	Jonas Svoboda	Field Tech	Molly Lickert	
Woolpert 2008 Hourly Rates	\$ 185.00	\$ 150.00	\$ 128.00	\$ 145.00	\$ 100.00	\$ 80.00	\$ 65.00	
Labor Hours	25	111	132	24	256	134	8	690
Associated Cost	\$ 4,625.00	\$ 16,650.00	\$ 16,632.00	\$ 3,480.00	\$ 25,600.00	\$ 10,720.00	\$ 520.00	\$ 78,227.00

Task Description	HOURS								
1.0 Project Management	12	84	8	16	0	0	8	\$ 18,668.00	
1.1 Kickoff Meeting Prep	2	8	4	4	0	0	0	\$ 2,654.00	
1.2 Kickoff Meeting	2	18	0	8	0	0	0	\$ 3,930.00	
1.3 Monthly Status Reports and Project Management	8	60	4	4	0	0	8	\$ 12,084.00	
2.0 Data Assessment and Prep	1	8	16	6	160	11	0	\$ 24,636.00	
2.1 Data Review	1	2	4	2	18	0	0	\$ 2,878.00	
2.2 Data Recommendations	1	2	4	2	18	0	0	\$ 2,878.00	
2.3 AutoCAD Data Conversion	1	2	4	2	120	0	0	\$ 19,278.00	
2.4 Field Computer Prep	1	2	4	2	8	44	0	\$ 5,598.00	
3.0 Field Inventory and Assessment	0	0	0	0	0	0	0	\$ -	
3.1 Stop Signs Inventory and Assessment	0	0	0	0	0	0	0	\$ -	
3.2 Pavement Markings Inventory and Assessment	0	0	0	0	0	0	0	\$ -	
3.3 Data Packaging and QA/QC (Survey)	0	0	0	0	0	0	0	\$ -	
4.0 Data Loading and Cityworks Integration	6	12	8	0	90	0	0	\$ 24,606.00	
4.1 Data Loading	2	4	8	0	40	0	0	\$ 5,978.00	
4.2 QA/QC (GIS)	2	4	8	0	40	0	0	\$ 5,978.00	
4.3 Cityworks Integration	2	4	80	0	18	0	0	\$ 12,850.00	
5.0 Hardware Acquisition and Training	3	7	12	0	0	90	0	\$ 10,317.00	
5.1 Acquire Hardware/Software	1	3	4	0	0	0	0	\$ 1,138.00	
5.2 Documentation	1	2	4	0	0	0	0	\$ 988.00	
5.3 Training Prep and On-site Training	1	2	4	0	0	90	0	\$ 8,189.00	

Direct Costs	Per Unit Cost	Task 1	Task 2	Task 3	Task 4	Task 5	Total
Airfare	\$ 400.00	2	0	0	1	1	\$ 1,600.00
Hotel	\$ 100.00	2	0	0	2	3	\$ 700.00
Rental Car	\$ 100.00	2	0	0	3	4	\$ 900.00
Meals	\$ 60.00	4	0	0	3	4	\$ 660.00
Field Inventory (Stop signs, Stop pavement markings, street name)	\$ 8.88	0	0	8000	0	0	\$ 69,880.00
Field Inventory (regulatory, guide and warning signs)	\$ 4.94	0	0	40000	0	0	\$ 197,600.00
Hardware/Software	\$ 38,368.00	0	0	0	0	1	\$ 38,368.00
							\$ 307,106.00

Labor	\$ 78,227.00
Expenses	\$ 307,106.00
Overall Project Total	\$ 385,333.00

EXHIBIT "B"

The City's representative is Mike Sickles at (562) 570-3263.

EXHIBIT "C"

The City will provide the following items:

- (1) all necessary and available source data to be used by Woolpert during the traffic inventory and assessment project;
- (2) a database copy of the City's "Cityworks" database;
- (3) data structures for GIS data files (shapefile definitions, ArcInfo coverage definitions, or personal and enterprise geodatabase design documentation); and
- (4) eight HP iPAQ handheld devices for software installation and configuration.

EXHIBIT "D"

**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.