OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 111 West Ocean Boulevard, 9th Floor Long Beach, CA 90802-4664

<u>AGREEMENT</u>

THIS AGREEMENT is made and entered, in duplicate, as of October 21, 2021 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 5, 2021, by and between ITERIS, INC., a Delaware corporation ("Consultant"), with a place of business at 1700 Carnegie Avenue, Suite 100, Santa Ana, California 92705, and the CITY OF LONG BEACH, a municipal corporation ("City").

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

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

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

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

SCOPE OF WORK OR SERVICES.

- A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, in an amount not to exceed Five Hundred Thousand Dollars (\$500,000), at the rates or charges shown in Exhibit "B".
- B. The City's obligation to pay the sum stated above for any one fiscal year shall be contingent upon the City Council of the City appropriating the

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

necessary funds for such payment by the City in each fiscal year during the term of this Agreement. For the purposes of this Section, a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Agreement will terminate at no additional cost or obligation to the City.

- C. Consultant may select the time and place of performance for these services provided, however, that access to City documents, records, and the like, if needed by Consultant, shall be available only during City's normal business hours and provided that milestones for performance, if any, are met.
- D. Consultant has requested to receive regular payments. City shall pay Consultant in due course of payments following receipt from Consultant and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Consultant shall certify on the invoices that Consultant has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Consultant during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Consultant's profession, industry, or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.
- E. Consultant represents that Consultant has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.
 - F. **CAUTION:** Consultant shall not begin work until this

2. <u>TERM</u>. The term of this Agreement shall commence at midnight on November 1, 2021, and shall terminate at 11:59 p.m. on October 31, 2024, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner. The term may be extended for two (2) additional one-year periods, at the discretion of the City Manager.

3. COORDINATION AND ORGANIZATION.

A. Consultant shall coordinate its performance with City's representative, if any, named in Exhibit "C", attached to this Agreement and incorporated by this reference. Consultant shall advise and inform City's representative of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project. City shall furnish to Consultant information or materials, if any, described in Exhibit "D" attached to this Agreement and incorporated by this reference, and shall perform any other tasks described in the Exhibit.

- B. The parties acknowledge that a substantial inducement to City for entering this Agreement was and is the reputation and skill of Consultant's key employee, named in Exhibit "E" attached to this Agreement and incorporated by this reference. City shall have the right to approve any person proposed by Consultant to replace that key employee.
- 4. <u>INDEPENDENT CONTRACTOR</u>. In performing its services, Consultant is and shall act as an independent contractor and not an employee, representative, or agent of City. Consultant shall have control of Consultant's work and the manner in which it is performed. Consultant shall be free to contract for similar services to be performed for others during this Agreement provided, however, that Consultant acts in accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges and agrees that a) City will not withhold taxes of any kind from Consultant's compensation,

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

b) City will not secure workers' compensation or pay unemployment insurance to, for or on Consultant's behalf, and c) City will not provide and Consultant is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Consultant expressly warrants that neither Consultant nor any of Consultant's employees or agents shall represent themselves to be employees or agents of City.

5. INSURANCE.

As a condition precedent to the effectiveness of this Agreement, Consultant shall procure and maintain, at Consultant's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company the following insurance:

Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than One Million Dollars (\$1,000,000.00) per each occurrence and Two Million (\$2,000,000.00) general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. The City, its boards and commissions, and their officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain no special limitations on the scope of protection given to the City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

ii. Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000.00). This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

- iii. Professional liability or errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim.
- Commercial automobile liability insurance (equivalent in iv. scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit per accident.
- B. self-insurance program, self-insured retention, deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.
- C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed, or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or selfinsurance maintained by Consultant. Consultant shall notify the City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.
- D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Consultant guarantees that Consultant will provide to the City evidence of

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

- E. Consultant shall require that all subconsultants or contractors which Consultant uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.
- Prior to the start of performance, Consultant shall deliver to City F. certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Consultant, shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Consultant and Consultant's subconsultants and contractors, at any time. Consultant shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.
- G. Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, the City's Risk Manager or designee may require that Consultant, Consultant's subconsultants and contractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope, or types of coverages are not adequate.
- Н. The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Consultant's performance or as full performance of or compliance with the indemnification provisions of this Agreement.
- 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement contemplates the personal services of Consultant and Consultant's employees, and the parties acknowledge that a substantial inducement to City for entering this Agreement was and is the professional reputation and competence of Consultant and Consultant's

18

19

20

21

22

23

24

25

26

27

28

1

2

3

4

5

6

7

8

9

employees. Consultant shall not assign its rights or delegate its duties under this Agreement, or any interest in this Agreement, or any portion of it, without the prior approval of City, except that Consultant may with the prior approval of the City Manager of City, assign any moneys due or to become due the Consultant under this Agreement. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of an attempted assignment or delegation. Furthermore, Consultant shall not subcontract any portion of its performance without the prior approval of the City Manager or designee, or substitute an approved subconsultant or contractor without approval prior to the substitution. Nothing stated in this Section shall prevent Consultant from employing as many employees as Consultant deems necessary for performance of this Agreement.

- 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement, certifies that, at the time Consultant executes this Agreement and for its duration, Consultant does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of City and the interests of that other client. Consultant further certifies that Consultant does not now have and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. And, Consultant shall obtain similar certifications from Consultant's employees, subconsultants and contractors.
- Consultant shall furnish all labor and supervision, 8. MATERIALS. supplies, materials, tools, machinery, equipment, appliances, transportation, and services necessary to or used in the performance of Consultant's obligations under this Agreement, except as stated in Exhibit "D".
- 9. OWNERSHIP OF DATA. All materials, information and data prepared, developed, or assembled by Consultant or furnished to Consultant in connection with this Agreement, including but not limited to documents, estimates, calculations,

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material, and memorandum ("Data") shall be the exclusive property of City. Data shall be given to City, in a format identified by City, and City shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to Consultant. Copies of Data may be retained by Consultant but Consultant warrants that Data shall not be made available to any person or entity for use without the prior approval of City. This warranty shall survive termination of this Agreement for five (5) years.

- 10. TERMINATION. Either party shall have the right to terminate this Agreement for any reason or no reason at any time by giving fifteen (15) calendar days prior written notice to the other party. In the event of termination under this Section, City shall pay Consultant for services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. The procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective date of termination, Consultant shall deliver to City all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process. And, Consultant acknowledges and agrees that City's obligation to make final payment is conditioned on Consultant's delivery of the Data to the City.
- 11. CONFIDENTIALITY. Consultant shall keep the Data confidential and shall not disclose the Data or use the Data directly or indirectly other than in the course of performing its services, during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, Consultant shall keep confidential all information, whether written, oral, or visual, obtained by any means whatsoever in the course of performing its services for the same period of time. Consultant shall not disclose any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit of others except for the purpose of this Agreement.
- 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for a breach of confidentiality with respect to Data that: (a) Consultant demonstrates

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

13. ADDITIONAL COSTS AND REDESIGN.

- Any costs incurred by the City due to Consultant's failure to meet the standards required by the scope of work or Consultant's failure to perform fully the tasks described in the scope of work which, in either case, causes the City to request that Consultant perform again all or part of the Scope of Work shall be at the sole cost of Consultant and City shall not pay any additional compensation to Consultant for its re-performance.
- В. If the Project involves construction and the scope of work requires Consultant to prepare plans and specifications with an estimate of the cost of construction, then Consultant may be required to modify the plans and specifications, any construction documents relating to the plans and specifications, and Consultant's estimate, at no cost to City, when the lowest bid for construction received by City exceeds by more than ten percent (10%) Consultant's estimate. This modification shall be submitted in a timely fashion to allow City to receive new bids within four (4) months after the date on which the original plans and specifications were submitted by Consultant.
- AMENDMENT. | This Agreement, including all Exhibits, shall not be 14. amended, nor any provision or breach waived, except in writing signed by the parties which expressly refers to this Agreement.
- LAW. This Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and regulations of and obtain all permits, licenses, and certificates required by all federal, state and local governmental authorities.

CHARLES PARKIN, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach, CA 90802-4664

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

16. PREVAILING WAGES.

- Α. Consultant agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 et seq. City makes no representation or statement that the Project, or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.
- В. In all bid specifications, contracts and subcontracts for any such Public Work, Consultant shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."
- 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits. constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

18. INDEMNITY.

A. Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to comply with any of its

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

obligations contained in this Agreement, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").

- In addition to Consultant's duty to indemnify, Consultant shall B. have a separate and wholly independent duty to defend Indemnified Parties at Consultant's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Consultant shall be required for the duty to defend to arise. City shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably requested, in the defense.
- If a court of competent jurisdiction determines that a Claim was C. caused by the sole negligence or willful misconduct of Indemnified Parties, Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- D. To the extent this Agreement is a professional service agreement for work or services performed by a design professional (architect, landscape architect, professional engineer or professional land surveyor), the provisions of this Section regarding Consultant's duty to defend and indemnify shall be limited as provided in California Civil Code Section 2782.8, and shall apply only to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.
- E. The provisions of this Section shall survive the expiration or termination of this Agreement.

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

20. NONDISCRIMINATION.

- Α. In connection with performance of this Agreement and subject to applicable rules and regulations, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or disability. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. It is the policy of City to encourage the participation of Disadvantaged, Minority and Women-owned Business Enterprises in City's procurement process, and Consultant agrees to use its best efforts to carry out this policy in its use of subconsultants and contractors to the fullest extent consistent with the efficient performance of this Agreement. Consultant may rely on written representations by subconsultants and contractors regarding their status. Consultant shall report to City in May and in December or, in the case of short-term agreements, prior to invoicing for final payment, the names of all subconsultants and contractors hired by Consultant for this Project and information on whether or not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).
- 21. FORCE MAJEURE. If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, pandemic, civil commotion, fire or other casualty, or other causes

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of such cause for failure to perform.

- EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in 22. accordance with the provisions of the Ordinance, this Agreement is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the Long Beach Municipal Code, as amended from time to time.
 - A. During the performance of this Agreement, the Consultant certifies and represents that the Consultant will comply with the EBO. Consultant agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

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

- The failure of the Consultant to comply with the EBO will be B. deemed to be a material breach of the Agreement by the City.
- C. If the Consultant fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- Failure to comply with the EBO may be used as evidence D. against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code 2.93 et seq., Contractor Responsibility.
- If the City determines that the Consultant has set up or used its E. contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Agreement on behalf of the City. Violation of this provision may be

2

3

4

5

6

7

8

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

used as evidence against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

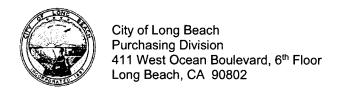
23. NOTICES. Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Consultant at the address first stated above, and to the City at 411 West Ocean Boulevard, Long Beach, California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

24. COPYRIGHTS AND PATENT RIGHTS.

- Α. Consultant shall place the following copyright protection on all Data: © City of Long Beach, California _____, inserting the appropriate year.
- B. City reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from Consultant's performance of this Agreement. By executing this Agreement, Consultant assigns any ownership interest Consultant may have in the Data to the City.
- C. Consultant warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. Consultant agrees to and shall protect, defend, indemnify and hold City, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorneys' fees) whether or not reduced to judgment, arising from any breach or alleged breach of this warranty.
- 25. COVENANT AGAINST CONTINGENT FEES. Consultant warrants that Consultant has not employed or retained any entity or person to solicit or obtain this Agreement and that Consultant has not paid or agreed to pay any entity or person any fee, commission, or other monies based on or from the award of this Agreement. If Consultant breaches this warranty, City shall have the right to terminate this Agreement immediately

- 26. <u>WAIVER</u>. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.
- 27. <u>CONTINUATION</u>. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to the Sections titled "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Indemnity", and "Audit" prior to termination or expiration of this Agreement.
- 28. TAX REPORTING. As required by federal and state law, City is obligated to and will report the payment of compensation to Consultant on Form 1099-Misc. Consultant shall be solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. Consultant shall submit Consultant's Employer Identification Number (EIN), or Consultant's Social Security Number if Consultant does not have an EIN, in writing to City's Accounts Payable, Department of Financial Management. Consultant acknowledges and agrees that City has no obligation to pay Consultant until Consultant provides one of these numbers.
- 29. <u>ADVERTISING</u>. Consultant shall not use the name of City, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the City Manager or designee.
- 30. <u>AUDIT</u>. City shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other documents of Consultant relating to this Agreement.
 - 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or





3. SCOPE OF PROJECT

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

Traffic and Civil Engineering

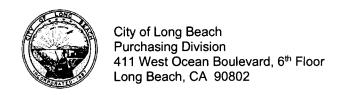
- Conduct traffic and civil surveys and collect associated data as needed.
- Investigate and research transit, motor vehicle, bicycle, pedestrian, and micromobility characteristics and behaviors.
- Evaluate capacity levels on surface roads and highways, and make recommendations for adding or removing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

Traffic Signals/Traffic Control Devices

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

Curb Management and Parking

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



Transportation Planning/Project Management

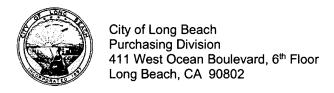
- Prepare plans, studies, policies, standards, and guidelines for active transportation, micro-mobility, and placemaking.
- Prepare physical and electronic materials for active transportation, micromobility, and traffic safety education and engagement.
- Prepare traffic modeling of future traffic volumes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

Studies/Reporting/Outreach/Program Delivery

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

Inter-Agency Coordination:

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



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

INTENTIONALLY LEFT BLANK





949.270.9400 iteris.com 1700 Carnegie Avenue, Suite 100 Santa Ana, CA 92705

TABLE 1 - SCHEDULE OF RATES FOR SERVICES SHEET FOR CITY OF LONG BEACH AS NEEDED TRAFFIC ENGINEERING AND TRANSPORTATION

November 1, 2021 to October 31, 2024

TITLE / CATEGORY	HOURLY RATE *
Support Staff I	\$135
Support Staff II	\$175
Assistant Engineer/Planner I	\$125
Assistant Engineer/Planner II	\$135
Associate Engineer/Planner I	\$145
Associate Engineer/Planner II	\$160
Engineer/Planner I	\$165
Engineer/Planner II	\$185
Senior Engineer/Planner/Manager I	\$215
Senior Engineer/Planner/Manager II	\$245
Senior Engineer/Planner/Manager III	\$280
Senior Systems Engineer	\$325
Associate Vice President/Principal/Director I	\$280
Associate Vice President/Principal/Director II	\$330
Vice President/Chief Scientist	\$365

^{*}Rates are subject to adjustments if extended beyond 10/31/24

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

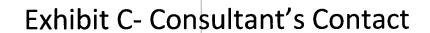


Exhibit C- Consultant's Contact
Alek Hovsepian, Project Manager
818/621-4208
axh@iteris.com

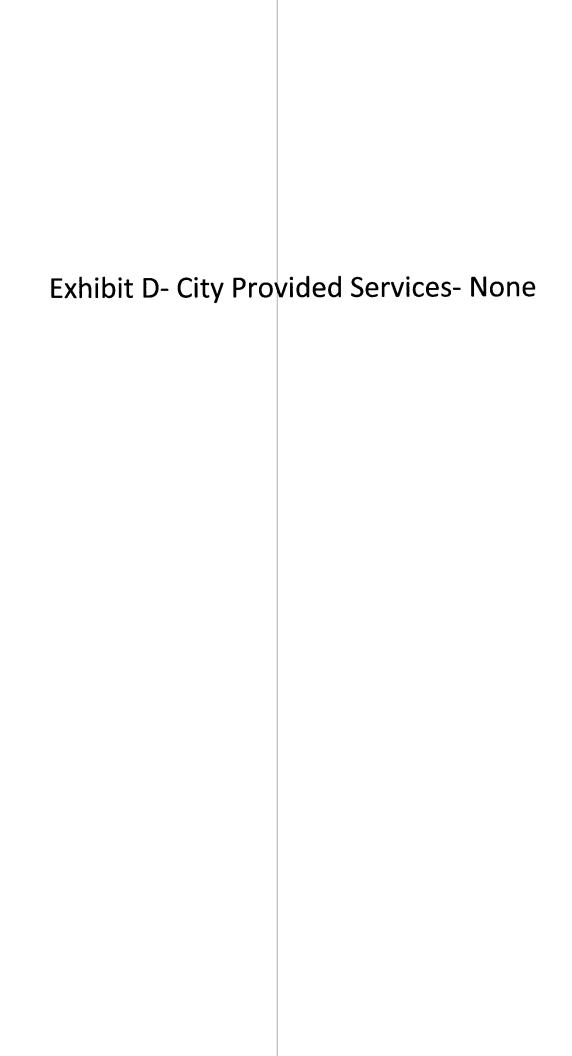


Exhibit E- City's Representative is

Carl Hickman,

City Traffic Engineer / Acting City Engineer,

Carl.Hickman@LongBeach.gov,

562/570-6665