

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

1 AGREEMENT

2 **29132**

3 THIS AGREEMENT is made and entered, in duplicate, as of March 10, 2005
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach at its meeting held on March 8, 2005, by and between BRYAN A.
6 STIRRAT & ASSOCIATES, a California corporation, with a place of business at 1360
7 Valley Vista Drive, Diamond Bar, California 91765 ("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 As-Needed Landfill and Environmental Project and
11 Construction Management Services ("Project"); 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 services;
15 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 \$3,000,000.00, at the rates or charges described in
25 Exhibit "A".

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

1 milestones for performance, if any, are met.

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

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

18 E. **CAUTION:** Consultant shall not begin work until this Agreement has been
19 signed by both parties and until Consultant's evidence of insurance has been delivered to
20 and approved by the City.

21 2. TERM. The term of this Agreement shall commence at midnight on
22 March 8, 2005, and shall terminate at 11:59 p.m. on March 7, 2008, unless sooner
23 terminated as provided in this Agreement, or unless the services to be performed
24 hereunder or the Project is completed sooner.

25 3. COORDINATION AND ORGANIZATION.

26 A. Consultant shall coordinate performance hereunder with City's
27 representative, if any, named in Exhibit "B", attached hereto and incorporated herein by
28 this reference. Consultant shall advise and inform City's representative of the work in

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1 progress on the Project in sufficient detail so as to assist City's representative in making
2 presentations and in holding meetings for the exchange of information. City shall furnish
3 to Consultant information or materials, if any, described in Exhibit "C" attached hereto and
4 incorporated herein by this reference, and shall perform any other tasks described therein.

5 B. The parties acknowledge that a substantial inducement to City for entering
6 this Agreement was and is the reputation and skill of Consultant's key employee
7 Richard Huffmire. City shall have the right to approve any person proposed by Consultant
8 to replace that key employee.

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

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

26 (a) Commercial general liability insurance (equivalent in scope to ISO
27 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One
28 Million Dollars (\$1,000,000) per each occurrence and Two Million

1 Dollars (\$2,000,000) general aggregate. Such coverage shall include but not
2 be limited to broad form contractual liability, cross liability, independent
3 contractors liability, and products and completed operations liability. The
4 City, its officials, employees and agents shall be named as additional
5 insureds by endorsement (on City's endorsement form or on an endorsement
6 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
7 this insurance shall contain no special limitations on the scope of protection
8 given to the City, its officials, employees and agents.

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

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

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

18 Any self-insurance program, self-insured retention, or deductible must be
19 separately approved in writing by City's Risk Manager or designee and shall protect City,
20 its officials, employees and agents in the same manner and to the same extent as they
21 would have been protected had the policy or policies not contained retention or deductible
22 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
23 reduced, non-renewed, or canceled except after thirty (30) days prior written notice to City,
24 and shall be primary and not contributing to any other insurance or self-insurance
25 maintained by City. Consultant shall notify the City in writing within five (5) days after any
26 insurance required herein has been voided by the insurer or cancelled by the insured. If
27 this coverage is written on a "claims made" basis, it must provide for an extended reporting
28 period of not less than one year, commencing on the date this Agreement expires or is

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

4 Consultant shall require that all contractors and subcontractors which
5 Consultant uses in the performance of services hereunder maintain insurance in
6 compliance with this Section unless otherwise agreed in writing by City's Risk Manager or
7 designee.

8 Prior to the start of performance, Consultant shall deliver to City certificates
9 of insurance and required endorsements for approval as to sufficiency and form. In
10 addition, Consultant, shall, within thirty (30) days prior to expiration of the insurance
11 required herein, furnish to City certificates of insurance and endorsements evidencing
12 renewal of such insurance. City reserves the right to require complete certified copies of
13 all policies of Consultant and Consultant's contractors and subcontractors, at any time.
14 Consultant shall make available to City's Risk Manager or designee all books, records and
15 other information relating to the insurance coverage required herein, during normal
16 business hours.

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

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

26 **6. ASSIGNMENT AND SUBCONTRACTING.** This Agreement contemplates
27 the personal services of Consultant and Consultant's employees, and the parties
28 acknowledge that a substantial inducement to City for entering this Agreement was and is

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

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

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

22 9. OWNERSHIP OF DATA. All materials, information and data prepared,
23 developed, or assembled by Consultant or furnished to Consultant in connection with this
24 Agreement, including but not limited to documents, estimates, calculations, studies, maps,
25 graphs, charts, computer disks, computer source documentation, samples, models,
26 reports, summaries, drawings, designs, notes, plans, information, material, and
27 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
28 and City shall have the unrestricted right to use and disclose the Data in any manner and

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1 for any purpose without payment of further compensation to Consultant. Copies of Data
2 may be retained by Consultant but Consultant warrants that Data shall not be made
3 available to any person or entity for use without the prior approval of City. Said warranty
4 shall survive termination of this Agreement for five (5) years.

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

15 11. CONFIDENTIALITY. Consultant shall keep the Data confidential and
16 shall not disclose the Data or use the Data directly or indirectly other than in the course of
17 services provided hereunder during the term of this Agreement and for five (5) years
18 following expiration or termination of this Agreement. In addition, Consultant shall keep
19 confidential all information, whether written, oral, or visual, obtained by any means
20 whatsoever in the course of Consultant's performance hereunder for the same period of
21 time. Consultant shall not disclose any or all of the Data to any third party, nor use it for
22 Consultant's own benefit or the benefit of others except for the purpose of this Agreement.

23 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for a
24 breach of confidentiality with respect to Data that: (a) Consultant demonstrates Consultant
25 knew prior to the time City disclosed it; or (b) Is or becomes publicly available without
26 breach of this Agreement by Consultant; or (c) A third party who has a right to disclose
27 does so to Consultant without restrictions on further disclosure; or (d) Must be disclosed
28 pursuant to subpoena or court order.

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1 13. ADDITIONAL COSTS AND REDESIGN. A. Any costs incurred by the
2 City due to Consultant's failure to meet the standards required by the Scope of Work or
3 Consultant's failure to perform fully the tasks described in the Scope of Work which, in
4 either case, causes the City to request that Consultant perform again all or a part of the
5 Scope of Work shall be at the sole cost of Consultant and City shall not pay any additional
6 compensation to Consultant for such re-performance.

7 B. If the Project involves construction and the scope of work or services
8 requires Consultant to prepare plans and specifications with an estimate of the cost of
9 construction, then Consultant may be required to modify the plans and specifications, any
10 construction documents relating thereto, and Consultant's estimate, at no cost to City,
11 when the lowest bid for construction received by City exceeds by more than ten
12 percent (10%) Consultant's estimate. Said modification shall be submitted in a timely
13 fashion to allow City to receive new bids within four (4) months of the date on which the
14 original plans and specifications were submitted by Consultant.

15 14. AMENDMENT. This Agreement, including all exhibits, shall not be
16 amended, nor any provision or breach hereof waived, except in writing signed by the
17 parties which expressly refers to this Agreement.

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

23 16. ENTIRE AGREEMENT. This Agreement, including all exhibits,
24 constitutes the entire understanding between the parties and supersedes all other
25 agreements, oral or written, with respect to the subject matter herein.

26 17. INDEMNITY. Consultant shall, with respect to services performed in
27 connection with this Agreement, indemnify and hold harmless the City, its Boards,
28 Commissions, and their officials, employees and agents (collectively in this Section, "City")

1 from and against any and all liability, claims, demands, damage, loss, causes of action,
2 proceedings, penalties, costs and expenses (including attorney's fees, court costs, and
3 expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include
4 allegations and include by way of example but are not limited to: Claims for property
5 damage, personal injury or death arising in whole or in part from any negligent act or
6 omission of Consultant, its officers, employees, agents, sub-consultants, or anyone under
7 Consultant's control (collectively "Indemnitor"); Consultant's breach of this Agreement;
8 misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating
9 in any way to worker's compensation. Independent of the duty to indemnify and as a
10 free-standing duty on the part of Consultant, Consultant shall defend City and shall
11 continue such defense until the Claim is resolved, whether by settlement, judgment or
12 otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of
13 Indemnitor shall be required for the duty to defend to arise. Consultant shall notify the City
14 of any claim within ten (10) days. Likewise, City shall notify Consultant of any claim, shall
15 tender the defense of such claim to Consultant, and shall assist Consultant, as may be
16 reasonably requested, in such defense.

17 18. AMBIGUITY. In the event of any conflict or ambiguity between this
18 Agreement and any exhibit, the provisions of this Agreement shall govern.

19 19. COSTS. If there is any legal proceeding between the parties to enforce
20 or interpret this Agreement or to protect or establish any rights or remedies hereunder, the
21 prevailing party shall be entitled to its costs and expenses, including reasonable attorneys'
22 fees and court costs (including appeals).

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

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1 not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment
2 or recruitment advertising, layoff or termination, rates of pay or other forms of
3 compensation, and selection for training, including apprenticeship.

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

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

23 22. COPYRIGHTS AND PATENT RIGHTS. A. Consultant shall place the
24 following copyright protection on all Data: © City of Long Beach, California _____, inserting
25 the appropriate year.

26 B. City reserves the exclusive right to seek and obtain a patent or copyright
27 registration on any Data or other result arising from Consultant's performance of this
28 Agreement. By executing this Agreement, Consultant assigns any ownership interest

1 Consultant may have in the Data to the City.

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

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

16 24. WAIVER. The acceptance of any services or the payment of any money
17 by City shall not operate as a waiver of any provision of this Agreement, or of any right to
18 damages or indemnity stated in this Agreement. The waiver of any breach of this
19 Agreement shall not constitute a waiver of any other or subsequent breach of this
20 Agreement.

21 25. CONTINUATION. Termination or expiration of this Agreement shall not
22 affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 17,
23 19, 22, and 28 prior to termination or expiration of this Agreement.

24 26. TAX REPORTING. As required by federal and state law, City is
25 obligated to and will report the payment of compensation to Consultant on
26 Form 1099-Misc. Consultant shall be solely responsible for payment of all federal and
27 state taxes resulting from payments under this Agreement. Consultant's Employer
28 Identification Number is [REDACTED]. If Consultant has a Social Security Number rather

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1 than an Employer Identification Number, then Consultant shall submit that Social Security
2 Number in writing to City's Accounts Payable, Department of Financial Management.
3 Consultant acknowledges and agrees that City has no obligation to pay Consultant
4 hereunder until Consultant provides one of the aforesaid Numbers.

5 27. ADVERTISING. Consultant shall not use the name of City, its officials
6 or employees in any advertising or solicitation for business, nor as a reference, without the
7 prior approval of the City Manager or designee.

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

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

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

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

BRYAN A. STIRRAT & ASSOCIATES, a California corporation

April 25, 2005

By Bryan A. Stirrat
President
BRYAN A. STIRRAT
(Type or Print Name)

April 25, 2005

By Jeanne Stirrat
Secretary
JEANNE STIRRAT
(Type or Print Name)

"Consultant"

CITY OF LONG BEACH, a municipal corporation

5-20, 2005

By Maureen
City Manager

"City"

This Agreement is approved as to form on 5/2, 2005.

ROBERT E. SHANNON, City Attorney

By R. E. Shannon
Senior Deputy

Robert E. Shannon
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EXHIBIT "A"

SCOPE OF WORK

SCOPE OF WORK

PROVIDING AS-NEEDED LANDFILL AND ENVIRONMENTAL PROJECT/CONSTRUCTION MANAGEMENT SERVICES FOR PUBLIC WORKS PROJECTS IN THE CITY OF LONG BEACH

PROJECT DESCRIPTION AND OVERVIEW

The City of Long Beach, acting through its Department of Public Works, desires to engage the services of one or more firms to provide Landfill and Environmental Project/Construction Management Services on an "as-needed" basis for various Public Works improvement projects. The term of Services is anticipated between December 2004 and December 2007.

SCOPE OF SERVICES

This RFP is intended to procure Construction and Project Management services, including but not limited to the following:

1. Selection and management of consultants.
2. Site and building evaluation.
3. Constructability reviews.
4. Value engineering.
5. Assist with agency review and approvals.
6. Provide monthly summaries of construction activities.
7. Coordination of quality assurance program or special inspections.
8. Utility and agency coordination.
9. Prepare agenda and minutes for the progress and supplemental coordination meetings.
10. Review Contractor schedules and provide comments and recommend corrections and/or approval.
11. Analyze and negotiate change orders and make recommendations for claims avoidance.
12. Receive, log and track Requests for Information, process same to appropriate parties for review and response and transmit responses.
13. Assist in coordinating and expediting submittal approvals.
14. Prepare punch lists and final inspection reports.

15. Review Contractor pay requests and coordinate required revisions and/or recommend approval for payment to be processed by the City. Maintain spreadsheet to track contract payments and retention.
16. Provide inspections, materials and/or soils testing.
17. Provide digital documents control via approved database.
18. Provide labor compliance monitoring.
19. Provide environmental/hazardous materials monitoring.
20. Provide oversight of the design and installation of the following:
 - Vapor and groundwater monitoring wells
 - High Density Polyethylene (HDPE) membranes or landfill liners.
 - Leachate collection systems.
 - Surface water collection systems.
 - Water treatment systems that may include sediment and particulate filtration, clarification and chemical treatment.
 - Import and placement (grading) of soil used in landfill liners and cover material.
 - Testing and sampling of import material to document acceptance for the regulatory agencies (SCRWQCB, Title 27, AQMD, local or county agencies)
 - Compliance with soil permeability requirements.

DEFINITIONS

OWNER – City of Long Beach

CITY – The City of Long Beach or designated representative.

CITY PROJECT MANAGER (CPM) – The City's designated manager or representative overseeing the project.

BRYAN A. STIRRAT & ASSOCIATES

SCHEDULE OF CHARGES

PERSONNEL	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
	Effective 7/1/03 Through 6/30/04	Effective 7/1/04 Through 6/30/05	Effective 7/1/05 Through 6/30/06	Effective 7/1/06 Through 6/30/07	Effective 7/1/07 Through 6/30/08
Principal (P) (Stirrat)	\$170	\$175	\$180	\$186	\$191
Principal Engineer (PRE)	\$155	\$160	\$164	\$169	\$174
Division Engineer (DE)	\$146	\$150	\$155	\$160	\$164
Project Administrator (PA)	\$138	\$142	\$146	\$151	\$155
Senior Project Manager (SM)/Chief Engineer (CE)	\$136	\$140	\$144	\$149	\$153
Project Manager (PM)	\$126	\$130	\$134	\$138	\$142
Project Engineer (PE)	\$115	\$118	\$122	\$126	\$129
Construction Manager (CM)	\$119	\$123	\$126	\$130	\$134
Construction Engineer (COE)	\$93	\$96	\$99	\$102	\$105
Construction Inspector (CI)	\$85	\$88	\$90	\$93	\$96
Engineer V (E-V)	\$103	\$106	\$109	\$113	\$116
Engineer IV (E-IV)	\$94	\$97	\$100	\$103	\$106
Engineer III (E-III)	\$87	\$90	\$92	\$95	\$98
Engineer II (E-II)	\$81	\$83	\$86	\$89	\$91
Engineer I (E-I)	\$70	\$72	\$74	\$76	\$79
Engineer (E)	\$58	\$60	\$62	\$63	\$65
Project Designer (PD)	\$101	\$104	\$107	\$110	\$114
Senior Designer (SDD)	\$95	\$98	\$101	\$104	\$107
CADD Designer/Drafter (CD)*	\$91	\$94	\$97	\$99	\$102
SR CADD Operator	\$67	\$69	\$71	\$73	\$75
CADD Operator (CO)	\$53	\$55	\$56	\$58	\$60
Regulatory Compliance Manager (RCM)	\$106	\$109	\$112	\$116	\$119
Senior Regulatory Compliance Specialist (SRS)	\$98	\$101	\$104	\$107	\$110
Regulatory Compliance Specialist (RS)	\$81	\$83	\$86	\$89	\$91
Senior Environmental Specialist (SES)	\$90	\$93	\$95	\$98	\$101
Environmental Specialist II (ES-II)	\$79	\$81	\$84	\$86	\$89
Sr. Engineering Technician	\$79	\$81	\$84	\$86	\$89
Engineering Technician	\$54	\$56	\$57	\$59	\$61
Estimator (E)/Specification Writer (SW)	\$90	\$93	\$95	\$98	\$101
Landscape Architect (LA)	\$84	\$87	\$89	\$92	\$95
Project Accountant/Analyst (AA)	\$61	\$63	\$65	\$67	\$69
Project Coordinator (PC)	\$75	\$77	\$80	\$82	\$84
Administrative Assistant (ADA)	\$66	\$68	\$70	\$72	\$74
Data (DP)/Word Processing Secretary (WP) (including equipment)	\$60	\$62	\$64	\$66	\$68
Office Services Clerk (OS)	\$58	\$60	\$62	\$63	\$65
Data Analyst (DA)	\$68	\$70	\$72	\$74	\$77
Chief of Survey Parties (CSP)	\$95	\$98	\$101	\$104	\$107
2-Man Survey Party (SP-2M)	\$174	\$179	\$185	\$190	\$196
1-Man Survey Party with GPS (1M-GPS)	\$136	\$140	\$144	\$149	\$153

* Includes computer charges.

BRYAN A. STIRRAT & ASSOCIATES

REIMBURSABLE CHARGES

In addition to charges for professional services (including routine expenses), we require reimbursement for the following items:

Reproduction	Xerox Copies	\$.10/each
	Color Copies	.90/each
(In-House)	Blueprints/Blacklines	.28/sq. ft.
	Wide Format Copies	.28/sq. ft.
	Vellums	.90/sq. ft.
	Mylars	1.85/sq. ft.
	Color Laser Prints	3.00/sq. ft.
Vehicle Charges	Mileage	.405/mile (or as adjusted by IRS allowance)
	Usage (company trucks)	48.00/day (or hourly basis - \$6.00/ hr)
Other Out-of-Pocket Expenses/Supplies/Telephone/Travel/Fed-Ex, etc.		Cost
Equipment Usage/Laboratory Tests		See Attached Schedule
Outside Services		Cost

BRYAN A. STIRRAT & ASSOCIATES

EQUIPMENT RENTAL RATES

TYPE OF EQUIPMENT	DAY	WEEK	MONTH
4 Gas Range Meter CH4, H2S, CO, O2 (Sentinel 44)	\$75.00	\$200.00	\$500.00
500 Gallon Propane Tank	\$2/gal.	n/a	n/a
55 Gallon Drums (new DOT #17H)	\$35 each	n/a	n/a
8 Ch. Data Logger	\$75.00	\$200.00	\$500.00
Alpha - 1 Personal Sampling Pump	\$75.00	\$200.00	\$500.00
Ambient Air/Landfill Gas Sampler	\$100.00	\$300.00	\$800.00
Ambient Air/Landfill Gas Sampler (Double)	\$100.00	\$300.00	\$800.00
Disposable Bailer	\$25.00	\$100.00	\$200.00
Automatic Bailer	\$75.00	\$200.00	\$500.00
CO2 Calorimetric Analysis Tubes	\$20.00	\$75.00	\$150.00
CO2 Indicator Fyrite	\$10.00	\$50.00	\$100.00
Combustible Gas Meter (GX3N/1939OXY)	\$75.00	\$200.00	\$500.00
Cutting of PCC or AC pavement (up to 8-in. thick)	\$50/hole	n/a	n/a
Oxygen meter	\$50.00	\$150.00	\$300.00
Dupont Dosimeter Mark-3 (Personal Sample Pump)	\$50.00	\$150.00	\$300.00
Flow Calibrator (Gilian)	\$50.00	\$150.00	\$300.00
Gas Extraction Monitor (GEM 500)	\$100.00	\$300.00	\$800.00
Groundwater Sampler (QED Wizard)	\$100.00	\$300.00	\$800.00
Haz Mat Kit	\$25.00	\$100.00	\$200.00
HNu (FID)	\$100.00	\$300.00	\$800.00
Line Locator/Camera	\$60.00/Hr	n/a	n/a
Lung Sampler (Nutech 218)	\$50.00	\$150.00	\$300.00
Mini-Ram Data Logger	\$40.00	\$125.00	\$250.00
Mini-Ram Dust Meter	\$50.00	\$150.00	\$300.00
Organic Vapor Analyzer (OVA128)	\$125.00	\$400.00	\$1,000.00
PH/Conductivity/Temperature Meter (Hydac)	\$25.00	\$100.00	\$200.00
Photo Ionization Detector (OVM580B)	\$125.00	\$400.00	\$1,000.00
Sample Train (Gas Extraction Pump)	\$15.00	\$60.00	\$200.00
Soil Auger/Sampler	\$30.00	\$90.00	\$180.00
Soil PH Meter	\$15.00	\$60.00	\$200.00
Sounder (Liquid Level Indicator)	\$40.00	\$125.00	\$250.00
Surface Emission Sampler	\$50.00	\$150.00	\$300.00
Transducer with 400 Foot Cable (Each)	\$75.00	\$200.00	\$500.00
Turbidity Meter	\$25.00	\$100.00	\$200.00
Wind Speed & Direction Monitors	\$100.00	\$300.00	\$800.00
Decontamination Equipment Including: Decon Tub 1 ea., Buckets 2ea., Brush 2ea., Stake 3'-4ea., Plastic Drop Cloths 12'-10' 1ea., Plastic Bags - 1 box ea., D.I. Water, Caution Tape, Paper Towels 2 rolls ea., Rubber Gloves, Gloves & Liner, Trash Bags 10 ea.	\$25.00	N/A	N/A
Field Sampling Supplies Including: Duct Tape 1ea., Electric Tape 1ea., Plastic Bags - 1 box, Trash Bags 10 ea., Gloves & Liner 1 box ea., Lab Labels, Aluminum Foil 1 box, Drum Labels 10 ea., Plastic Drop 12'x10' ea., Small Hand Shovel. OPTIONAL: Filters, Coolers, Ice, Jars, Sample/Pump	\$30.00	N/A	N/A
LEVEL C Respirator with Cartridge (full or half faced) Tyvek Coveralls Outer Gloves Glove Liners Neoprene Boots	\$100.00	N/A	N/A
LEVEL D (standard) Dust Mask Rubber Gloves Steel-toed work boots Safety glasses	\$0.00	N/A	N/A

GEOLOGIC ASSOCIATES FEE SCHEDULE

PERSONNEL CHARGES

PROFESSIONAL STAFF:	Thru 6-30-2005	Thru 6-30-2006	Thru 6-30-2007	Thru 6-30-2008
Staff Engineering Geologist/Hydrogeologist/Engineer	\$83	\$85	\$88	\$91
Project Engineering Geologist/Hydrogeologist/Engineer	\$104	\$107	\$110	\$114
Senior Engineering Geologist/Hydrogeologist/Engineer	\$127	\$131	\$135	\$139
Supervising Engineering Geologist/Hydrogeologist/Engineer (McMillan)	\$147	\$151	\$156	\$161
Principal Engineering Geologist/Hydrogeologist/Engineer (Lass)	\$170	\$175	\$180	\$186
FIELD STAFF:				
Field Technician I	\$50	\$52	\$53	\$55
Field Technician II	\$61	\$63	\$65	\$67
Senior Field Technician	\$74	\$76	\$79	\$81
SUPPORT STAFF:				
Laboratory Technician	\$76	\$78	\$81	\$83
CADD/Designer Draftsperson	\$76	\$78	\$81	\$83
Senior Geotechnical Draftsperson	\$66	\$68	\$70	\$72
Geotechnical Draftsperson	\$56	\$58	\$59	\$61
Geotechnical Clerk/Typist	\$45	\$46	\$48	\$49
Word Processor	\$61	\$63	\$65	\$67

*A surcharge of 20% of PERSONNEL CHARGES is applicable to personnel working in hazardous materials environments to compensate for costs associated with hazardous materials operations training and personnel medical examinations.

EQUIPMENT CHARGES

Single-Channel Seismic or Resistivity Equipment (rate per hour)	\$27.00	\$28.00	\$29.00	\$30.00
HNU (Photoionization Meter) (rate per day)	\$106.00	\$109.00	\$112.00	\$115.00
OVA (Organic Vapor Analyzer) (rate per day)	\$138.00	\$142.00	\$146.00	\$150.00
BAT Permeameter (rate per hour)	\$24.50	\$25.00	\$25.50	\$26.50

*Reduced rates will apply to extended usage

EXPENSES

Mileage 40.5/mile (or as adjusted by IRS)	\$0.405	\$0.405	\$0.405	\$0.405
Vehicle Use for Field Services (added to appropriate "PERSONNEL CHARGE")	\$6.00	\$6.00	\$6.00	\$6.00
Outside Services (Consultants, Surveys, Chemical lab Tests, etc.)	Cost	Cost	Cost	Cost
Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.)	Cost	Cost	Cost	Cost
Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.)	Cost	Cost	Cost	Cost

PERMITS, FEES AND BONDS

The costs of all permits, fees, and performance bonds required by government agencies are to be paid by the Client, unless stated otherwise in an accompanying proposal.

LABORATORY TESTING

	Thru 6-30-2005	Thru 6-30-2006	Thru 6-30-2007	Thru 6-30-2008
Triaxial Compression Test (CD with pore pressure)	\$546.00	\$562.00	\$578.00	\$594.00
Triaxial Compression Test (CU with pore pressure)	\$393.00	\$404.00	\$415.00	\$426.00
Triaxial Compression Test (UU)	\$109.00	\$112.00	\$115.00	\$118.00
Direct Shear Test (at natural moisture)	\$45.00	\$46.00	\$47.00	\$48.00
Direct Shear Test (saturated – strain rate 0.0084 inch/min.)	\$56.00	\$58.00	\$60.00	\$62.00
Direct Shear Test (saturated – strain rate 0.0084 inch/min.)	\$109.00	\$112.00	\$115.00	\$118.00
Direct Shear Test (ASTM 3080 – consolidated drained)	\$109.00	\$112.00	\$115.00	\$118.00
Direct Shear Test (ASTM 3080 – consolidated drained, residual)	\$218.00	\$224.00	\$230.00	\$236.00
Consolidation Test (without rate data)	\$109.00	\$112.00	\$115.00	\$118.00
Consolidation Test (single point)	\$76.00	\$78.00	\$80.00	\$82.00
Consolidation Test Rate Data (per load increment)	\$50.00	\$51.00	\$52.00	\$53.00
Unconfined Compression Test (undisturbed sample)	\$66.00	\$68.00	\$70.00	\$72.00
Permeability (falling head)	\$132.00	\$136.00	\$140.00	\$144.00
Permeability (flexible wall - ASTM)	\$327.00	\$336.00	\$345.00	\$354.00
Permeability (rigid wall – constant head pressure)	\$231.00	\$238.00	\$245.00	\$252.00
Unit Dry Weight and Moisture Content (undisturbed sample)	\$19.00	\$20.00	\$21.00	\$22.00
Moisture Content	\$12.00	\$12.00	\$12.00	\$12.00
Specific Gravity and Absorption - Gravel	\$66.00	\$68.00	\$70.00	\$72.00
Specific Gravity - Fine-Grained Soils	\$71.00	\$73.00	\$75.00	\$77.00
Moisture-Density Curve for Compacted Fill (4-inch Mold)	\$127.00	\$131.00	\$135.00	\$139.00
Moisture-Density Curve for Compacted Fills (6-inch Mold)	\$160.00	\$165.00	\$170.00	\$175.00
Moisture-Density Single Point	\$66.00	\$68.00	\$70.00	\$72.00
Moisture-Density Curve (Calif. 216)	\$137.00	\$141.00	\$145.00	\$149.00
Mechanical Analysis - ASTM D1140 (wash 200 sieve)	\$50.00	\$51.00	\$52.00	\$53.00
Mechanical Analysis - Sand or Gravel (dry sieve)	\$61.00	\$63.00	\$65.00	\$67.00
Mechanical Analysis Sand and Gravel (wash sieve)	\$137.00	\$141.00	\$145.00	\$149.00
Mechanical Analysis Sand or Gravel (wash sieve)	\$89.00	\$92.00	\$95.00	\$98.00
Grain-Size Analysis - Sand-Clay, including Hydrometer	\$137.00	\$141.00	\$145.00	\$149.00
Grain-Size Analysis - Gravel-Clay, including Hydrometer	\$185.00	\$190.00	\$195.00	\$200.00
Sand Equivalent	\$56.00	\$58.00	\$60.00	\$62.00
Liquid Limit	\$56.00	\$58.00	\$60.00	\$62.00
Plastic Limit	\$56.00	\$58.00	\$60.00	\$62.00
Plasticity Index	\$109.00	\$112.00	\$115.00	\$118.00
Expansion Index Test	\$99.00	\$102.00	\$105.00	\$108.00
Corrosivity Test	\$81.00	\$83.00	\$85.00	\$87.00
Resistance Value	\$191.00	\$197.00	\$203.00	\$208.00
Resistance Value (lime or cement-treated)	\$218.00	\$224.00	\$230.00	\$236.00
Resistivity & pH Test (Calif. 532 or 643)	\$81.00	\$83.00	\$85.00	\$87.00
California Bearing Ratio (excluding moisture-density curve)	\$109.00	\$112.00	\$115.00	\$118.00
Los Angeles Abrasion Test (500 revolutions)	\$127.00	\$131.00	\$135.00	\$139.00
Los Angeles Abrasion Test (1000 revolutions)	\$142.00	\$146.00	\$150.00	\$154.00
Sulfate Content	\$45.00	\$46.00	\$47.00	\$48.00
Chloride Content	\$56.00	\$58.00	\$60.00	\$62.00
Durability Index - Coarse	\$114.00	\$117.00	\$120.00	\$123.00
Durability Index – Fine	\$104.00	\$107.00	\$110.00	\$113.00
Soil Matrix Potential – Fine Grained Soil	\$196.00	\$202.00	\$208.00	\$214.00
Organic Matter	\$45.00	\$46.00	\$47.00	\$48.00

Special Sample Preparation and Laboratory Testing not listed above will be charged at applicable hourly rates for personnel.

EXHIBIT “B”

THE CITY’S REPRESENTATIVE

The City’s representative will be assigned as needed.

EXHIBIT “C”

MATERIALS FURNISHED BY THE CITY

No specific materials will be furnished by the City.

EXHIBIT “D”

CITY’S POLICY FOR DISADVANTAGED, MINORITY – AND WOMEN-OWNED BUSINESS ENTERPRISES

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Disabled Veteran Business Enterprises (DBEs, MBEs, WBEs, LBBEs, and DVBEs) to compete successfully in supplying our needs for products and services.

Please visit **<http://www.longbeach.gov/diversity>** for more information on the City’s Diversity Outreach Program.