

1 AGREEMENT

2 **30629**

3 THIS AGREEMENT is made and entered, in duplicate, as of February 5,  
4 2008 for reference purposes only, pursuant to a minute order adopted by the City Council  
5 of the City of Long Beach at its meeting on September 4, 2007, by and between  
6 KLEINFELDER WEST, INC., a California corporation, with a place of business at 5015  
7 Shoreham Place, San Diego, California 92122 ("Consultant"), and the CITY OF LONG  
8 BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be  
10 performed in connection with As-Needed Materials Testing and Inspection, and  
11 Construction Management Services for Public Works Infrastructure and Facility Projects  
12 ("Project"); and

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

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

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

22 1. SCOPE OF WORK OR SERVICES.

23 A. Consultant shall furnish specialized services more particularly  
24 described in Exhibit "A", attached to this Agreement and incorporated by this  
25 reference, in accordance with the standards of the profession, and City shall pay  
26 for these services in the manner described below, not to exceed \$1,750,000.00, at  
27 the rates or charges shown in Exhibit "A".

28 B. Consultant may select the time and place of performance for

1 these services; provided, however, that access to City documents, records and the  
2 like, if needed by Consultant, shall be available only during City's normal business  
3 hours and provided that milestones for performance, if any, are met.

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

18 D. Consultant represents that Consultant has obtained all  
19 necessary information on conditions and circumstances that may affect its  
20 performance and has conducted site visits, if necessary.

21 E. CAUTION: Consultant shall not begin work until this  
22 Agreement has been signed by both parties and until Consultant's evidence of  
23 insurance has been delivered to and approved by City.

24 2. TERM. The term of this Agreement shall commence at midnight on  
25 January 1, 2008, and shall terminate at 11:59 p.m. on December 31, 2010, unless sooner  
26 terminated as provided in this Agreement, or unless the services or the Project is  
27 completed sooner.

28 3. COORDINATION AND ORGANIZATION.

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

9           B. The parties acknowledge that a substantial inducement to City  
10 for entering this Agreement was and is the reputation and skill of Consultant's key  
11 employee Tim Sleger. City shall have the right to approve any person proposed  
12 by Consultant to replace that key employee.

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

26           5. INSURANCE.

27           A. As a condition precedent to the effectiveness of this  
28 Agreement, Consultant shall procure and maintain, at Consultant's expense for the

1 duration of this Agreement, from insurance companies that are admitted to write  
2 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
3 Company or from authorized non-admitted insurance companies subject to  
4 Section 1763 of the California Insurance Code and that have ratings of or  
5 equivalent to A:VIII by A.M. Best Company, the following insurance:

6 (a) Commercial general liability insurance (equivalent in scope to  
7 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
8 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
9 coverage shall include but not be limited to broad form contractual liability,  
10 cross liability, independent contractors liability, and products and  
11 completed operations liability. City, its boards and commissions, and their  
12 officials, employees and agents shall be named as additional insureds by  
13 endorsement (on City's endorsement form or on an endorsement  
14 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and  
15 this insurance shall contain no special limitations on the scope of  
16 protection given to City, its boards and commissions, and their officials,  
17 employees and agents. This policy shall be endorsed to state that the  
18 insurer waives its right of subrogation against City, its boards and  
19 commissions, and their officials, employees and agents.

20 (b) Workers' Compensation insurance as required by the California  
21 Labor Code and employer's liability insurance in an amount not less than  
22 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
23 its right of subrogation against City, its boards and commissions, and their  
24 officials, employees and agents.

25 (c) Professional liability or errors and omissions insurance in an  
26 amount not less than \$1,000,000 per claim.

27 (d) Commercial automobile liability insurance (equivalent in scope  
28 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an

1 amount not less than \$500,000 combined single limit per accident.

2 B. Any self-insurance program, self-insured retention, or  
3 deductible must be separately approved in writing by City's Risk Manager or  
4 designee and shall protect City, its officials, employees and agents in the same  
5 manner and to the same extent as they would have been protected had the policy  
6 or policies not contained retention or deductible provisions.

7 C. Each insurance policy shall be endorsed to state that  
8 coverage shall not be reduced, non-renewed or canceled except after thirty (30)  
9 days prior written notice to City, shall be primary and not contributing to any other  
10 insurance or self-insurance maintained by City, and shall be endorsed to state that  
11 coverage maintained by City shall be excess to and shall not contribute to  
12 insurance or self-insurance maintained by Consultant. Consultant shall notify City  
13 in writing within five (5) days after any insurance has been voided by the insurer or  
14 cancelled by the insured.

15 D. If this coverage is written on a "claims made" basis, it must  
16 provide for an extended reporting period of not less than one hundred eighty (180)  
17 days, commencing on the date this Agreement expires or is terminated, unless  
18 Consultant guarantees that Consultant will provide to City evidence of  
19 uninterrupted, continuing coverage for a period of not less than three (3) years,  
20 commencing on the date this Agreement expires or is terminated.

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

25 F. Prior to the start of performance, Consultant shall deliver to  
26 City certificates of insurance and the endorsements for approval as to sufficiency  
27 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of  
28 the insurance, furnish to City certificates of insurance and endorsements

1 evidencing renewal of the insurance. City reserves the right to require complete  
2 certified copies of all policies of Consultant and Consultant's subconsultants and  
3 contractors, at any time. Consultant shall make available to City's Risk Manager  
4 or designee all books, records and other information relating to this insurance,  
5 during normal business hours.

6 G. Any modification or waiver of these insurance requirements  
7 shall only be made with the approval of City's Risk Manager or designee. Not  
8 more frequently than once a year, City's Risk Manager or designee may require  
9 that Consultant, Consultant's subconsultants and contractors change the amount,  
10 scope or types of coverages required in this Section if, in his or her sole opinion,  
11 the amount, scope or types of coverages are not adequate.

12 H. The procuring or existence of insurance shall not be  
13 construed or deemed as a limitation on liability relating to Consultant's  
14 performance or as full performance of or compliance with the indemnification  
15 provisions of this Agreement.

16 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
17 contemplates the personal services of Consultant and Consultant's employees, and the  
18 parties acknowledge that a substantial inducement to City for entering this Agreement  
19 was and is the professional reputation and competence of Consultant and Consultant's  
20 employees. Consultant shall not assign its rights or delegate its duties under this  
21 Agreement, or any interest in this Agreement, or any portion of it, without the prior  
22 approval of City, except that Consultant may with the prior approval of the City Manager  
23 of City, assign any moneys due or to become due Consultant under this Agreement. Any  
24 attempted assignment or delegation shall be void, and any assignee or delegate shall  
25 acquire no right or interest by reason of an attempted assignment or delegation.  
26 Furthermore, Consultant shall not subcontract any portion of its performance without the  
27 prior approval of the City Manager or designee, or substitute an approved subconsultant  
28 or contractor without approval prior to the substitution. Nothing stated in this Section

1 shall prevent Consultant from employing as many employees as Consultant deems  
2 necessary for performance of this Agreement.

3 7. CONFLICT OF INTEREST. Consultant, by executing this  
4 Agreement, certifies that, at the time Consultant executes this Agreement and for its  
5 duration, Consultant does not and will not perform services for any other client which  
6 would create a conflict, whether monetary or otherwise, as between the interests of City  
7 and the interests of that other client. And, Consultant shall obtain similar certifications  
8 from Consultant's employees, subconsultants and contractors.

9 8. MATERIALS. Consultant shall furnish all labor and supervision,  
10 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
11 necessary to or used in the performance of Consultant's obligations under this  
12 Agreement, except as stated in Exhibit "C".

13 9. OWNERSHIP OF DATA. All materials, information and data  
14 prepared, developed or assembled by Consultant or furnished to Consultant in  
15 connection with this Agreement, including but not limited to documents, estimates,  
16 calculations, studies, maps, graphs, charts, computer disks, computer source  
17 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,  
18 information, material and memorandum ("Data") shall be the exclusive property of City.  
19 Data shall be given to City, and City shall have the unrestricted right to use and disclose  
20 the Data in any manner and for any purpose without payment of further compensation to  
21 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that  
22 Data shall not be made available to any person or entity for use without the prior approval  
23 of City. This warranty shall survive termination of this Agreement for five (5) years.

24 10. TERMINATION. Either party shall have the right to terminate this  
25 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
26 prior notice to the other party. In the event of termination under this Section, City shall  
27 pay Consultant for services satisfactorily performed and costs incurred up to the effective  
28 date of termination for which Consultant has not been previously paid. The procedures

1 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
2 termination, Consultant shall deliver to City all Data developed or accumulated in the  
3 performance of this Agreement, whether in draft or final form, or in process. And,  
4 Consultant acknowledges and agrees that City's obligation to make final payment is  
5 conditioned on Consultant's delivery of the Data to City.

6 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and  
7 shall not disclose the Data or use the Data directly or indirectly, other than in the course  
8 of performing its services, during the term of this Agreement and for five (5) years  
9 following expiration or termination of this Agreement. In addition, Consultant shall keep  
10 confidential all information, whether written, oral or visual, obtained by any means  
11 whatsoever in the course of performing its services for the same period of time.  
12 Consultant shall not disclose any or all of the Data to any third party, or use it for  
13 Consultant's own benefit or the benefit of others except for the purpose of this  
14 Agreement.

15 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
16 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
17 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available  
18 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
19 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
20 disclosed pursuant to subpoena or court order.

21 13. ADDITIONAL COSTS AND REDESIGN.

22 A. Any costs incurred by City due to Consultant's failure to meet  
23 the standards required by the scope of work or Consultant's failure to perform fully  
24 the tasks described in the scope of work which, in either case, causes City to  
25 request that Consultant perform again all or part of the Scope of Work shall be at  
26 the sole cost of Consultant and City shall not pay any additional compensation to  
27 Consultant for its re-performance.

28 B. If the Project involves construction and the scope of work



1 requires Consultant to prepare plans and specifications with an estimate of the  
2 cost of construction, then Consultant may be required to modify the plans and  
3 specifications, any construction documents relating to the plans and specifications,  
4 and Consultant's estimate, at no cost to City, when the lowest bid for construction  
5 received by City exceeds by more than ten percent (10%) Consultant's estimate.  
6 This modification shall be submitted in a timely fashion to allow City to receive new  
7 bids within four (4) months after the date on which the original plans and  
8 specifications were submitted by Consultant.

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

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

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

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

1 misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of  
2 Indemnitor relating in any way to workers' compensation. Independent of the duty to  
3 indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend  
4 City and shall continue this defense until the Claim is resolved, whether by settlement,  
5 judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on  
6 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall  
7 notify City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any  
8 Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant at  
9 Consultant's sole expense, as may be reasonably requested, in the defense.

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

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

15 20. NONDISCRIMINATION.

16 A. In connection with performance of this Agreement and subject  
17 to applicable rules and regulations, Consultant shall not discriminate against any  
18 employee or applicant for employment because of race, religion, national origin,  
19 color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability.  
20 Consultant shall ensure that applicants are employed, and that employees are  
21 treated during their employment, without regard to these bases. These actions  
22 shall include, but not be limited to, the following: employment, upgrading, demotion  
23 or transfer; recruitment or recruitment advertising; layoff or termination; rates of  
24 pay or other forms of compensation; and selection for training, including  
25 apprenticeship.

26 B. It is the policy of City to encourage the participation of  
27 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
28 procurement process, and Consultant agrees to use its best efforts to carry out

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

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

18 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

25 C. Consultant warrants that the Data does not violate or infringe  
26 any patent, copyright, trade secret or other proprietary right of any other party.  
27 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials  
28 and employees harmless from any and all claims, demands, damages, loss,

1 liability, causes of action, costs or expenses (including reasonable attorney's fees)  
2 whether or not reduced to judgment, arising from any breach or alleged breach of  
3 this warranty.

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

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

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

20 26. TAX REPORTING. As required by federal and state law, City is  
21 obligated to and will report the payment of compensation to Consultant on Form 1099-  
22 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
23 resulting from payments under this Agreement. Consultant's Employer Identification  
24 Number is 941532513. If Consultant has a Social Security Number rather than an  
25 Employer Identification Number, then Consultant shall submit that Social Security  
26 Number in writing to City's Accounts Payable, Department of Financial Management.  
27 Consultant acknowledges and agrees that City has no obligation to pay Consultant until  
28 Consultant provides one of these numbers.

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

1           27.   ADVERTISING.   Consultant shall not use the name of City, its  
2 officials or employees in any advertising or solicitation for business or as a reference,  
3 without the prior approval of the City Manager or designee.

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

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

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

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

KLEINFELDER WEST, INC., a California corporation

Feb. 26, 2008

By Bartlett W. Patton

Bartlett W. Patton  
Type or Print Name  
CHIEF OPERATING OFFICER / ASST. SECRETARY  
Title

Feb. 25, 2008

By John Moossazadeh

John Moossazadeh  
Type or Print Name  
Sr. Vice President  
Title

"Consultant"

CITY OF LONG BEACH, a municipal corporation

April 28, 2008

By [Signature]  
City Manager

"City"

**ASSISTANT**  
**EXECUTED PURSUANT**  
**TO SECTION 301 OF**  
**THE CITY CHARTER.**

This Agreement is approved as to form on 3-31, 2008.

ROBERT E. SHANNON, City Attorney  
By [Signature]  
Deputy

# **EXHIBIT “A”**

## **SCOPE OF WORK**

## **Scope of Services**

### **ON CALL / AS-NEEDED CERTIFIED MATERIALS TESTING AND INSPECTION SERVICES FOR PUBLIC WORKS INFRASTRUCTURE FACILITY PROJECTS**

#### **A. 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 Material Testing Laboratories and or Professional Engineering Firms to provide, Certified Materials Testing and Inspection Services and on an on call / as-needed basis for Public Works infrastructure and facilities projects. Inspection services shall be performed by ICC certified deputy inspections. The approximate term of services is anticipated between February 2008 and February 2010.

#### **B. DEFINITIONS**

OWNER – City of Long Beach

CITY – The City of Long Beach or designated representative.

CONSULTANT – The individual, Partnership, corporation, joint venture, or other legal entity named as such in the contract documents to perform the work.

#### **C. BACKGROUND – GENERAL**

##### **1.1 CERTIFIED MATERIAL TESTING LABORATORY SERVICES**

The Certified Material Testing Laboratory must be currently certified for materials testing and reporting in accordance with AASHTO, Caltrans, Federal ISTEA and Federal Aviation Administration funding requirements, as well as qualified to meet all standards, licenses, reports analysis and recommendations. The consulting laboratory shall coordinate and dispatch qualified personnel to perform material testing and inspection at multiple sites the day following notification. It is desirable that the consulting laboratories have the ability to dispatch qualified personnel. When needed, within four hours. The requested services are typically performed between the hours of 7:00 a.m. and 5 p.m. seven days a week, but may be required on a 24 – hour basis.



### **1.1.2 CERTIFICATION OF COMPLIANCE**

Upon completion of the project the laboratory shall provide under the appropriate professional registration a letter certifying the project.

## **1.2 INSPECTION SERVICES**

Construction Inspection Services are classified in three areas of work as follows:

### **1.2.1 CONSTRUCTION INSPECTION**

Inspects projects in the public right-of-way and insures that they are in compliance with the project plans and specifications including all applicable laws and regulations.

### **1.2.2 SPECIAL INSPECTION**

Provide continuous or periodic deputy inspection service as required by code. Special inspections shall include but is not limited to grading, reinforced concrete, prestressed concrete, masonry, structural steel, steel moment and ductile frames, welding, pile driving, high strength bolts, epoxy anchors, fireproofing, structural observation, and special inspectors shall be duly certified by ICC and other applicable governing agencies, and licensed to perform special inspections in the City of Long Beach.

### **1.2.3 CONSTRUCTION MANAGEMENT**

Oversees the inspection and management of facility and tenant improvement projects.

## **D. BASIC AND OTHER SERVICES**

In addition to the requirements described in the background requirement listed above, this Scope of Work is intended to procure professional services to be provided hereunder shall include, but not be limited to the following:

### **1.3 MATERIAL TESTING LABORATORY SERVICES**

The Material Testing Laboratory Services consist of material testing of specimen of concrete, masonry, aggregates, asphalt and asphalt plant inspection, soils, epoxies, metals, steel reinforcement and welds, diamond bit coring of asphalt, concrete or masonry, environmental sampling and testing of soil and water, including ground water sampling and testing in accordance with Environmental Protection agency (EPA) standards, road rating and profilograph testing streets, and other general laboratory materials tests per the "Standard Specifications for Public Works Construction," 2003 edition.

#### **1.4 CONSTRUCTION INSPECTION**

Inspection projects in the public right-of-way and insures that they are in compliance with the project plans and specifications including all applicable laws and regulations.

#### **E CITY RESPONSIBILITES**

1.5 Provide City-side project management as designated by the Director, Engineering Bureau, Planning and Facility Bureau, Redevelopment, Construction Services Officer, Project Management Officer, Division Engineer, Senior Civil Engineer, or other appropriate Public Works Manager.

1.6 Provide **coordination** to avoid interfering with other City construction projects and/or major events.

#### **F MISCELLANEOUS/CONSULTANT'S LEAD REPRESENTATIVE**

1.7 Prior to final selection, the City must agree to the Proposing Firm's designated Lead Representative (LR) by review of his or her qualifications contained in the Firm's Proposals as well as his or her performance during the Oral interview. If after a period of time, the City is not satisfied with the work and progress of the LR, another LR shall be furnished by the consultant firm. The LR, once selected, shall not be replaced, unless approved by the City.

## BASIS OF CHARGES

1. Listed herein are typical prices for services most frequently performed by Kleinfelder. Prices for other services provided by the firm or other services not listed will be given upon request, as well as special quotations for programs involving volume work.
2. A two-hour minimum charge will be made for all field services. A four-hour minimum charge will be made for any field services in excess of two hours. A six-hour charge will be made for any field services in excess of 4 hours. An eight-hour charge will be made for any field services in excess of 6 hours. A one-hour minimum charge per day will be made for any office services.
3. Time worked in excess of 8 hours per day and weekend/holiday work will be charged at 1.5 times the hourly rate. Time worked in excess of 12 hours per day will be charged at 2 times the hourly rate.
4. ~~Outside services will include a 5% markup unless otherwise noted.~~ *No! AS 4/4/08*
5. The rates in our Fee Schedule cannot be changed without the written approval of the City of Long Beach.
6. Kleinfelder's attached fees are for the three years of the base contract. Kleinfelder reserves the right to request an escalation of fees for any extension of the contract term beyond three years, *subject to City of Long Beach Approval - AS 4/4/08*

*Timothy J. Slegers, PE*  
Materials Department Manager  
Los Angeles Region



Employee-owned

*LITA NAVASO*

*Admin Mgr*

### KLEINFELDER

620 West 16th Street, Unit F  
Long Beach, CA 90813  
(562) 432-1696  
(951) 712-5071 cellular  
(562) 432-1796 fax  
TSlegers@kleinfelder.com

[www.kleinfelder.com](http://www.kleinfelder.com)

**KLEINFELDER 2007-2010 FEE SCHEDULE FOR  
MATERIALS TESTING AND INSPECTION SERVICES  
CITY OF LONG BEACH**

**PROFESSIONAL STAFF RATES\***

Professional .....	\$ 117 / hour
Staff Professional I .....	\$ 131 / hour
Staff Professional II .....	\$ 142 / hour
Project Professional .....	\$ 154 / hour
Project Executive .....	\$ 164 / hour
Senior Professional / Senior Project Manager .....	\$ 175 / hour
Principal Professional .....	\$ 210 / hour
Program/Client Manager I .....	\$ 210 / hour
Program/Client Manager II .....	\$ 210 / hour
Senior Principal Professional .....	\$ 210 / hour
Senior Program/Client Manager.....	\$ 210 / hour
Expert Witness.....	\$ 270 / hour

**ADMINISTRATIVE/TECHNICAL STAFF RATES**

Administrative I .....	\$ 70 / hour
Project Administrator I .....	\$ 70 / hour
Project Administrator II .....	\$ 70 / hour
Technician .....	\$ 92 / hour
Special Inspector .....	\$ 105 / hour
CADD Operator .....	\$ 105 / hour

Minimum Charges For Office Time Per Day..... One Hour at  
Applicable Rate

Applies to all professional rates including but not limited to civil, mechanical, chemical, electrical, geotechnical and environmental engineers; industrial hygienists; geologists; hydrogeologists; hydrologists; and computer specialists.

**GEOTECHNICAL/MATERIALS TESTING EQUIPMENT CHARGES**

**MATERIALS TESTING EQUIPMENT**

Skidmore Wilhelm Bolt Tension Calibrator.....	\$ 47.60 / day
Torque Wrench.....	\$ 47.60 / day
Schmidt Hammer.....	\$ 77.00 / day
R Meter (Pachometer).....	\$ 77.00 / day
Windsor Probe.....	\$ 23.95 / shot
Anchor Bolt Testing Device.....	\$154.00/ day
Concrete Vapor Transmission Test Kit..... F1869	\$ 33.00 / kit
Thin Lift Nuclear Asphalt Gauge.....	\$ 84.00 / day
Nuclear Asphalt Content Gauge.....	\$110.00/ day
Coring Machine with Generator.....	\$167.00/ day
Floor Flatness Testing Device.....	\$108.00/ day

**Diamond Bit Core Barrel Charge**

2" Diameter.....	\$ 2.20 / inch
3" Diameter.....	\$ 3.30 / inch
4" Diameter.....	\$ 4.40 / inch
6" Diameter.....	\$ 6.60 / inch
8" Diameter.....	\$ 8.00 / inch

Minimum bit charge-6" per job

**SOIL AND AGGREGATE TESTS**

**COMPACTION CURVES**

Standard 4" Mold..... D-698 Method A	\$198.00/ each
Standard 6" Mold..... D-698 Method B, C	\$215.00/ each
Modified, 4" Mold..... D-1557 Method A	\$198.00/ each
Modified, 6" Mold..... D-1557 Method B, C	\$215.00/ each
California Impact, Dry Method..... CAL-216-F	\$215.00/ each
California Impact, Wet Method..... CAL-216	\$171.00/ each
Check Point.....	\$110.00/ each
Relative Density (Maximum and Minimum)..... D-4253 & 4254	\$325.00/ set

**SOIL AND AGGREGATE STABILITY**

R-Value, Untreated Material or field Sample..... D-2844, CAL-301	\$264.00/ each
R-Value, Reproportioned or Chemically -Treated..... D-2844, CAL-301	\$314.00/ each
Correction for oversized material in sample..... D-2844, CAL-301	\$ 71.50 / each
C.B.R. 100% Compaction (Includes compaction curve)..... D-1883	\$583.00/ each
C.B.R. Other Compaction Effort (Includes compaction curve)..... D-1883	\$770.00/ each
Soil Cement, C.T.B., Mix Design.....	\$ 33.00 / each
C.T.B. Compression Test, (Includes Preparation)..... CAL-312	\$935.00/ each
Lime-Treated Compression Test (Includes Opt. Moist. Determ.) Set of 3..... CAL-373	\$935.00/ each
Check Point..... CAL-373	\$330.00/ each
Cement-Treated Compression Test, Set of 3..... PCA EB052.06S	\$935.00/ each

**SOIL AND AGGREGATE TESTS (Cont.)**

**BASIC SOIL AND AGGREGATE PROPERTIES**

Sieve Analysis, Coarse and Fine Including Wash .....	C-136, D-422, CAL-202	\$143.00/ each
Sieve Analysis, Coarse (Retained on No. 4 Sieve).....	C-136, CAL-202	\$ 83.00 / each
Sieve Analysis, Fine Including Wash (Passing No. 4 Sieve) ...	C-136, CAL-202	\$116.00/ each
Sieve Analysis, Wash (% Finer than No. 200 Sieve).....	C-117, D-1140	\$ 95.00 / each
Hydrometer (Without Sieve Analysis).....	D-422, CAL-203	\$165.00/ each
Hydrometer (Including Sieve Analysis).....	D-422, CAL-203	\$253.00/ each
Specific Gravity .....	C-127, C-128, D-854	\$ 94.00 / each
Sand Equivalent, Average of 3.....	D-2419, CAL-217	\$105.00/ each
Sand Equivalent, One Point Method .....		\$ 77.00 / each
Plasticity Index .....	D-4318, CAL-204	\$165.00/ each
Liquid Limit.....	D-4318, CAL-204	\$110.00/ each
Expansion Index Test .....	D-4829, UBC 18-2	\$165.00/ each
Swell Pressure, Per Point .....	D-4546	\$110.00/ each
Moisture Determination and Unit Weight.....	D-2216, D-2937, D-4643	\$ 49.50 / each
Moisture Determination Only.....	D-2216, D-4643, CAL-226	\$ 22.00 / each
Resistivity of Soil (Laboratory Measurement) .....	CAL-532, CAL-643	\$160.00/ each
pH Test (Laboratory Measurement) .....	EPA-9045	\$ 55.00 / each
pH Test, Lime Treated Soils.....	C-977	\$132.00/ each
Organic Content-Soils.....	D-2974	\$ 99.00 / each
Pinhole Test for Dispersive Soils.....	D-4647	\$275.00/ each
Dielectric Constant.....		\$ 56.50 / each

**HYDRAULIC CONDUCTIVITY**

Flexible Wall, Falling Head.....	D-5084, EM 1110-2-1906	\$358.00/ each
Rigid Wall Permeability of Undisturbed Sample, up to No. 4 Sieve Size .....		\$182.00/ each
Rigid Wall, Constant Head, Gravel .....	D-5856	\$179.00/ each

**SAMPLE PREPARATION**

Trimming.....		\$ 54.00 / each
Remolding.....		\$ 71.50 / each
Splitting.....		\$ 27.50 / each
Mixing and Processing .....		\$ 71.50 / hour

**SHEAR STRENGTH AND CONSOLIDATION TESTS**

Unconfined Compression, Including Moisture Content & Unit Weight... D-2166		\$116.00/ each
Triaxial Compression Test		
Quick Per Point.....		\$137.00/ point
UU Saturated .....	D-2850	\$237.00/ point
CD Saturated .....	EM-1110-2-1906	\$358.00/ point
CU Saturated .....	D-4767	\$286.00/ point
CU Saturated with Pore Water Pressure.....	D-4767	\$413.00/ point
Direct Shear (Quick) Per Point (Dry).....	D-3080	\$121.00/ each
Direct Shear (3 point staged test) (Saturated).....		\$314.00/ each
Direct Shear (Residual) Per Point (Saturated) .....		\$127.00/ point
Consolidation, With Two Time Rates .....	D-2435	\$402.00/ test
Constant Rate of Strain Consolidation, With Time Rate.....	D-4186	\$627.00/ test
Consolidation, Without Time Rate, Six Load Increments .....	D-2435	\$314.00/ test
Collapse Potential .....	D-5333	\$116.00/ each

Note: Special testing procedures that deviate from standard will be charged on a time and expense basis.

**SOIL AND AGGREGATE TESTS (Continued)**

**AGGREGATE QUALITY**

Injurious Organic Matter.....	C-40	\$ 60.00 / each
Absorption, Gravel .....	C-127, CAL-206	\$ 60.00 / each
Absorption, Sand .....	C-128, CAL-207	\$ 99.00 / each
Unit Weight, Average of 3 .....	C-29, CAL-212	\$ 71.50 / test
Los Angeles Abrasion Test-500 Revolutions.....	C-131, CAL-211	\$171.00/ each
Los Angeles Abrasion Test-1,000 Revolutions.....	C-535, CAL-211	\$220.00/ each
Sulfate Soundness (5 Cycles) Per Sieve Size.....	C-88, CAL-214	\$ 99.00 / each
Mortar Making Properties of Sand.....	C-87, CAL-515	\$550.00/ each
Potential Reactivity Test.....	C-289	\$165.00/ each
Cleanness Test (Referee Test) .....	CAL-227	\$149.00/ each
Crushed Particles per sieve size .....	D-693, CAL-205	\$110.00/ each
Flat and Elongated Particles per sieve size.....	D-4791, CE-119, CE-120	\$110.00/ each
Clay Lumps and Friable Particles.....	C-142	\$110.00/ each
Lightweight Pieces in Aggregate.....	C-123	\$330.00/ each
Durability, Fine .....	D-3744, CAL-229	\$110.00/ each
Durability, Coarse .....	D-3744, CAL-229	\$182.00/ each
Durability Index, Coarse and Fine .....	D-3744, CAL-229	\$275.00/ test

**CONCRETE**

Concrete Mix Design Review .....		\$209.00/ each
Laboratory Trial Batch, Including Compression Testing of Six Specimens.....		\$594.00/ each
Concrete Cylinder Cured and/or Compression Tested.....	C-39, CAL-521	\$ 26.40 / each
Compression Test, Lightweight Insulating Concrete .....	C-495	\$ 55.00 / each
Unit Weight of Concrete Cylinders .....	C-138	\$ 55.00 / each
Flexural Strength, Concrete Beam .....	C-78, C-293, CAL-523	\$105.00/ each
Compression Test, Gunitite/Shotcrete Panel, Set of 6 Cores .....	C-1140	\$253.00/ set
Compression Test on Cored Specimens (Includes End Preparation).....	C-42	\$ 60.00 / each*
Cylinder Molds .....		\$ 3.00 / each
Drying Shrinkage Test, set of 3.....	C-157	\$440.00/ each
Modulus of Elasticity of 6" x 12" Concrete Cylinder .....	C-469	\$238.30/ each
Splitting Tensile Strength .....	C-496	\$ 77.00 / each
Cement Content of Hardened Concrete.....	C-85	On Request
Density of Spray Applied Fireproofing .....	E-605	\$ 71.50 / each
Unit Weight of Lightweight Concrete.....	C-567	\$ 71.50 / each
Mortar Bar Expansion (Short-Term Expansion, 0-14 days) .....	C-1260	\$950.00/ each
Mortar Bar Expansion (Long-Term Expansion, more than 14 days).....	C-227	\$1,900.00/ each

\* Does not include coring

## MASONRY

Grout or Mortar Specimen		
Cured and/or Compression Tested		
.....C-109, C-579, C-942, C-1019, UBC 21-16, UBC 21-18		\$ 26.40 / each
Compression Test, Masonry Units .....	C140	\$ 60.00 / each
Compression Test, 8 x 8 x 16 Prisms or smaller .....	E-447, UBC 21-17	\$ 99.00 / each
Compression Test, 10 x 8 x 16 Prisms or smaller .....	E-447, UBC 21-17	\$110.00/ each
Compression Test, 12 x 8 x 16 Prisms or smaller .....	E-447, UBC 21-17	\$121.00/ each
Absorption and Received Moisture, Masonry Unit.....	C-140	\$ 71.50 / each
Lineal Shrinkage, Masonry Units.....	C-426	\$165.00/ each
Compression Strength, Brick .....	C-67	\$ 60.00 / each
Modulus of Rupture, Brick.....	C-67	\$ 71.50 / each
Absorption Test, Brick, 5-Hour with Coefficient.....	C-67	\$110.00/ each
Shear Test on Masonry or Brick Cores .....	CAL-644	\$ 55.00 / each
Grout or Mortar Mold.....		\$ 2.75 / each
Breaking Load, Roof Tile .....	UBC 15-5	\$ 44.00 / each
Absorption, Roof Tile .....	UBC 15-5	\$ 71.50 / each
Permeability, Roof Tile.....		\$121.00/ each

## ASPHALT

Centrifuge Kerosene Equivalent .....	CAL-303	\$237.00/ each
Extraction, % Bitumen.....	D-1856, D-2172, CAL-310, CAL-362	\$154.00/ each
Extraction, % Bitumen, with Gradation.....		\$264.00/ each
Film Stripping.....	CAL-302	\$116.00/ each
Stabilometer Test and Mixing of Sample.....	D-1560, CAL-366	\$275.00/ each
Stabilometer Test on Premixed Sample.....	D-1560, CAL-366	\$154.00/ each
Swell .....	CAL-305	\$127.00/ each
Moisture Vapor Susceptibility, in Addition to Stabilometer.....	CAL-307	\$248.00/ each
Complete Design of Wearing Surface for a Given Asphalt and Aggregate, Hveem or Marshall Method .....		On Request
Marshall Stability and Flow-Set of 3 (Without Mixing) .....	D-1559	\$352.00/ set
Marshall Stability and Flow-Set of 3 (Lab Mixed).....	D-1559	\$451.00/ set
Superpave Mix Design—Preliminary Voids Analysis only (PMA)FHWA SA-95-003		\$3,080.00/ each
Superpave Mix Design (Excludes Binder or Agg. Qual. testing)FHWA SA-95-003		\$3,080.00/ each
Unit Weight of Core or Compacted Sample .....	D-1188, D-2726, CAL-308	\$ 49.50 / each
Maximum Density of Mix by Marshall Method, Set of 3 (Without Mixing) .....		\$204.00/ set
Maximum Density of Mix by Hveem Method, Set of 5 (Without Mixing) .....	D-1561, CAL-304	\$275.00/ set
Maximum Theoretical Specific Gravity (Rice Method) .....	D-2041, CAL-309	\$143.00/ each
Index of Retained Strength .....	D-1074, D-1075	\$1,100.00/ each



**METALS**

Tensile, up to 0.5 sq. in. Cross Sectional Area	A-36, A-500, A-570, A-572, A-615, A-706	\$ 71.50 / each*
Tensile, 0.5 to 1.8 sq. in. Cross Sectional Area	A-36, A-500, A-570, A-572, A-615, A-706	\$ 83.00 / each*
Tensile, > 1.8 sq. in. Cross Sectional Area	A-36, A-500, A-570, A-572, A-615, A-706	\$ 85.00 / each*
Bend Test	A-370, A-709	\$ 38.50 / each*
Tensile and Bend, up to 0.5 sq. in. Cross Sectional Area		\$ 88.00 / each*
Tensile and Bend, 0.5 to 1.8 sq. in.		\$ 99.00 / each*
Tensile and Bend, > 1.8 sq. in. Cross Sectional Area		On Request
505 Tensile	A-370, A-709	\$ 88.00 / each*
Rebar Coupler, Slippage Test, Including Ultimate Tensile Strength	A-370, CTM-670	\$204.00/ each
Rebar Coupler, Ultimate Strength, Tensile Only	A-370, CTM-670	\$ 77.00 / each
Rebar Splice Test (Ultimate), Tensile (sample or control bar)	A-370, CTM-670	\$ 77.00 / each
P.T. Strand Tensile Strength	A-421	\$143.00/ each
High-Strength Rod Tensile, to 2.25" Diameter	A-354, A-615, A-722	\$ 77.00 / each
High-Strength Rod Tensile, greater than 2.25" Diameter	A-354, A-615, A-722	\$138.00/ each
Charpy V-Notch Impact, Set of 3	A-673	\$176.00/ each*
Epoxy-Coated Rebar and Wire, Bend Test	A-775, A-884, A-934	\$ 22.00 / each
Epoxy-Coated Rebar and Wire, Holiday Test	A-775, A-884, A-934	\$ 22.00 / each
Epoxy-Coated Rebar and Wire, Thickness of Coating	A-775, A-884, A-934	\$ 22.00 / each
Rockwell Hardness (Per Piece)	A-307, A-325, A-449, A-563, E-18, F-844	\$ 49.50 / each
Rockwell Hardness, Bolt Assembly (Set of 3)	A-307, A-325, A-449, A-563, E-18, F-844	\$121.00/ each
Dimension Verification (Bolt, Nut, Washer, or P.T. Strand)	A-307, A-325, A-449, A-563, F-436, F-844	\$ 49.50 / each
Proof Load (Bolt, Nut, or High-Strength Rod)	A-307, A-325, A-449, A-563, F-606	\$ 49.50 / each
Bolt Thread Pitch Verification	A-307, A-325, A-449, A-563, F-606	\$ 45.00 / each
Bolt Wedge Tensile	A-307, A-325, A-449, A-563, F-606	\$ 49.50 / each
Thickness of Coating (Per Piece)	E-376	\$ 49.50 / each
Weight of Coating	A-90	\$100.00/ each

**WELDING QUALIFICATIONS-STRUCTURAL STEEL**  
(PHYSICAL TEST METHOD-ASME, AWS, API, TITLE 21)

Operator Performance and Procedure Tests	On Request
Machining and Material Costs	At Cost <del>+20%</del>
Guided Bend Test, face or root	\$ 38.50 / each*
Side Bend Test	\$ 38.50 / each*
Free Bend Test	\$ 38.50 / each*
Tensile Test (reduced section)	\$ 71.50 / each*
Macroetch Test	\$110.00/ each
Fracture Test	\$ 38.50 / each*
T Bend Test	\$ 38.50 / each*
Notch Test	\$ 35.00 / each*
Qualification tests also available by X-ray procedures	On Request

\* Does not include machining costs, if required.

**ROOFING TESTS**

Quantitative Analysis.....	D-2829	\$385.00/ each
Quantitative Analysis (New Roofs).....	D-3617	\$250.00/ each
Unit Weight of Surfacing .....		\$ 99.00 / each
Unit Weight of Sample .....		\$ 88.00 / each
Diagram of Sample .....		\$110.00/ each
Void Analysis .....		\$110.00/ each
Ply Type Identification.....		\$ 83.00 / each
Mat Type Identification.....		\$ 75.00 / each
Bitumen Sample Recovery.....		\$334.00/ each
Compliance Report .....		On Request
Roof Moisture Survey.....		On Request
Bitumen Content of Adhered Aggregate .....	D-4074	\$100.00 / each

**OTHER EQUIPMENT CHARGES**

**GEOPHYSICAL EXPLORATION EQUIPMENT**

Seismograph, Single Channel Bison Model 1570C or Nimbus Model ES-125 .....		\$195.00/ day
Seismograph, Twelve Channel Nimbus Model ES121OF .....		\$561.00/ day
Resistivity Meter, Bison Model #2390 .....		\$187.00/ day
Soil Test Model R-40C .....		\$139.05/ day
Megger Earth Tester .....		\$119.00/ day
Magnetometer, Portable Proton-Geometrics Model 6816 .....		\$215.00/ day
Electromagnetics .....		\$226.60/ day
Terrain Conductivity Meter Geonics Model EM 31 .....		\$206.00/ day
Downhole Shear Wave Velocity Measurement .....		On Request
Blast and Vibration Monitor, VM-100 (Normal set up and takedown) .....		\$ 95.00 / hour
Slope Indicator (4-hour minimum).....		\$ 53.25 / hour
Pneumatic Piezometer Indicator Sinco Model 51411-A.....		\$204.00/ day
Sealed Double Ring Infiltrometer Test Equipment.....		On Request

**VEHICLES**

Vehicle, 2 Wheel Drive .....		\$ 9.65 / hour
Vehicle, 4 Wheel Drive .....		\$ 18.15 / hour
Mileage, 2 Wheel Drive .....		\$ .75 / mile
Mileage, 4 Wheel Drive .....		\$ 1.50 / mile
Vehicle Equipped with Standard Field Testing Equipment .....		\$ 18.15 / hour
Vehicle Equipped with Nuclear Density Testing Equipment .....		\$ 23.95 / hour
Vehicle Equipped with Ultrasonic, Magnetic Particle, and Dye Penetrant Testing Equipment.....		\$ 23.95 / hour
Utility Trailer .....		\$ 53.25 / day
Hydraulic Hand Lift .....		\$ 32.96 / day

## **EXHIBIT “B”**

### **THE CITY’S REPRESENTATIVE**

The City’s representative will be Gillis Monroe

## **EXHIBIT "C"**

### **MATERIALS FURNISHED BY THE CITY**

No specific materials will be furnished by the City except for the following:

## **EXHIBIT “D”**

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

The City of Long Beach is an equal opportunity employer and requires all Consultants to comply with policies and regulations concerning equal opportunity.

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority- and Women- Owned Business Enterprises (DBEs, MBEs, and WBEs) in all aspects of contracting relating to construction, materials and services, professional services, land development related activities, leases and concessions.