



1 by Consultant, shall be available only during City's normal business hours and provided  
2 that milestones for performance, if any, are met.

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

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

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

22 2. TERM. The term of this Agreement shall commence at midnight on  
23 December 5, 2006, and shall terminate at 11:59 p.m. on June 4, 2008, unless sooner  
24 terminated as provided in this Agreement, or unless the services or the Project is  
25 completed sooner.

26 3. COORDINATION AND ORGANIZATION.

27 A. Consultant shall coordinate its performance with City's representative, if  
28 any, named in Exhibit "B", attached to this Agreement and incorporated by this reference.

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

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

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

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

27 (a) Commercial general liability insurance (equivalent in scope to ISO  
28 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than

1 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
2 coverage shall include but not be limited to broad form contractual liability,  
3 cross liability, independent contractors liability, and products and completed  
4 operations liability. City, its officials, employees and agents shall be named  
5 as additional insureds by endorsement (on City's endorsement form or on an  
6 endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both CG  
7 20 10 10 01 and CG 20 37 10 01), and this insurance shall contain no  
8 special limitations on the scope of protection given to City, its officials,  
9 employees and agents.

10 (b) Workers' Compensation insurance as required by the California  
11 Labor Code and employer's liability insurance in an amount not less than  
12 \$1,000,000.

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

15 (d) Commercial automobile liability insurance (equivalent in scope to  
16 ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount  
17 not less than \$500,000 combined single 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 City in writing within five (5) days after any  
26 insurance has been voided by the insurer or cancelled by the insured. If this coverage is  
27 written on a "claims made" basis, it must provide for an extended reporting period of not  
28 less than one year, commencing on the date this Agreement expires or is terminated,

1 unless Consultant guarantees that Consultant will provide to City evidence of  
2 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 subconsultants or contractors which  
5 Consultant uses in the performance of these services maintain insurance in compliance  
6 with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

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

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

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

24 **6. ASSIGNMENT AND SUBCONTRACTING.** This Agreement contemplates  
25 the personal services of Consultant and Consultant's employees, and the parties  
26 acknowledge that a substantial inducement to City for entering this Agreement was and is  
27 the professional reputation and competence of Consultant and Consultant's employees.  
28 Consultant shall not assign its rights or delegate its duties under this Agreement, or any

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

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

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

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

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

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

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

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

27 13. ADDITIONAL COSTS AND REDESIGN.

28 A. Any costs incurred by City due to Consultant's failure to meet the

1 standards required by the scope of work or Consultant's failure to perform fully the tasks  
2 described in the scope of work which, in either case, causes the City to request that  
3 Consultant perform again all or part of the Scope of Work shall be at the sole cost of  
4 Consultant and City shall not pay any additional compensation to Consultant for its  
5 re-performance.

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

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

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

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

25 17. INDEMNITY. Consultant shall, with respect to services performed in  
26 connection with this Agreement, indemnify and hold harmless the City, its Boards,  
27 Commissions, and their officials, employees and agents (collectively in this Section, "City")  
28 from and against any and all liability, claims, demands, damage, loss, causes of action,



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

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

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

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

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

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

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

21 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

28 C. Consultant warrants that the Data does not violate or infringe any patent,

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

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

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

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

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

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1 Consultant acknowledges and agrees that City has no obligation to pay Consultant until  
2 Consultant provides one of these numbers.

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

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

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

13 IN WITNESS WHEREOF, the parties have caused this document to be duly

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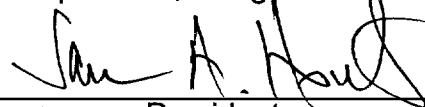
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executed with all formalities required by law as of the date first stated above.

POST, BUCKLEY, SCHUH & JERNIGAN, INC.,  
a Florida corporation, doing business as PBS&J

Nov. 30<sup>th</sup>, 2006

By   
VICE President  
SAM A. HOUT  
(Type or Print Name)

\_\_\_\_\_, 2006

By   
SENIOR VICE Secretary PRESIDENT  
WEI KOO  
(Type or Print Name)

"Consultant"

CITY OF LONG BEACH

12-14, 2006

By   
City Manager

"City"

This Agreement is approved as to form on 12/7, 2006.

ROBERT E. SHANNON, City Attorney

By   
Deputy

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# EXHIBIT “A”

## Scope of Work

# Scope of Services

Because of our involvement on the Long Beach Sports Park project, the PBS&J team is thoroughly familiar with the tasks necessary to successfully deliver this project.

In conjunction with the development of the Long Beach Sports Park, and in accordance with mitigation measure 4.9.11 of the approved EIR, California Avenue will be widened and improved along the frontage of the proposed park in accordance with the City of Signal Hill Secondary Modified Highway Street standards. As such, PBS&J will provide the following engineering services:

## TASK 1 - DATA COLLECTION AND MEETINGS

- a. Attend a pre-design meeting to meet with City of Long Beach and City of Signal Hill representatives to review the project, in detail, and determine requirements and procedures for design, coordination, and schedule for additional meetings.
- b. Meet with the City of Signal Hill to confirm that all streets to the West of California Avenue will become cul de sacs.
- c. Obtain and review existing as-built improvement plans, tract maps, assessor's maps, and other available information within the project limits. This includes research at the City of Signal Hill.
- d. Attend additional meetings with City staff including, but not limited to, the following:
  - After completion of preliminary contract documents
  - After City review of final contract documents

## TASK 2 - DESIGN SURVEY

Provide field survey services for cross sections at 25-foot intervals for the 1900 linear feet of California Avenue from right-of-way to right-of-way.

This task will also include verifications of the flown aerial topography and the existing top of curb elevations at various tie-in locations, invert elevations of the existing storm drain pipes, sewer pipelines and manholes, water lines, and other drainage improvements as required for the completion of the improvement plans.

## TASK 3 - PRELIMINARY DESIGN

- a. Perform field review and prepare preliminary design drawings for California Avenue widening.

- b. Develop typical cross sections for the widening of California Avenue to identify areas of adjustment at right-of-way interface.
- c. Prepare preliminary construction specifications and cost estimates in a City-approved format.
- d. Submit preliminary plans, specifications, and cost estimates to the City and utility companies for review and comment.

#### **TASK 4 - UTILITY COORDINATION AND RELOCATION**

- a. Send preliminary notifications to utility companies requesting copies of plans of their facilities within the project area, including a statement of the requirement to inform the City of any planned work within the project area for the next 3 years.
- b. Submit a set of the preliminary contract documents to each affected utility company for comments.
- c. Coordinate potholing of utilities which interfere with proposed improvements, either by the utility company or by an independent contractor as extra work if the utility has prior rights.
- d. Submit a set of final contract documents to each affected utility company with final notification to contact the City for coordination, such that planned utility installations/relocations are performed prior to roadway construction.
- e. Provide the City a brief written summary of utility coordination status upon delivery of final construction contract documents to the City.
- f. Relocate all existing utilities affected by adjusting the profile of California Avenue. This will exclude any storm drain work which is under separate task or WQMP.

#### **TASK 5 - STREET IMPROVEMENT PLANS**

Prepare one set of street improvement plans for California Avenue per City of Signal Hill standards. The plans will include one title, index and general notes sheet, and plan and profile sheets. The side streets that terminate into California Avenue from the west will be assumed to have cul-de-sacs. At the location where California Avenue grade is raised, walls will be built at the street termination points.

#### **TASK 6 - COORDINATION WITH LSA FOR CALTRANS**

Provide project plans suitable for use as a base for preparation of the APE map for the project to LSA. These plans will be on a topographical base and will clearly show the existing and proposed right-of-way and the proposed project improvements.

Provide 11"x17" Caltrans-format concept plans for the Build Alternative suitable as an attachment to the technical studies to LSA.

Provide topographical mapping showing existing and proposed elevations for California Avenue widening to LSA.



### **TASK 7 - STRUCTURAL WALLS**

Prepare layout, profiles, and sections for all retaining walls. The profile will show the top of wall and top of footing elevations. The profile will also show the steps location and tie dimensions. The walls will be designed per LACDPW and UBC 1997 and standard wall designs will be used where possible. This task will also include all structural calculations for the various wall heights.

### **TASK 8 - STORM DRAIN IMPROVEMENTS, DRAINAGE REPORT AND SWPPP**

Provide plans for the relocation of two catch basins within California Avenue due to the widening and connection to the proposed storm drain system in the Long Beach Sports Park.

Prepare storm drain improvement plans, and plan and profiles for the storm drain system, at a scale of 1"=40' in accordance with the Los Angeles County Department of Public Works (LACDPW) requirements. A maximum of one cover, general notes and index sheet, two plan and profile sheets for main line, one plan and profile sheet for laterals, and details sheets for catch basins and local depressions are included in this task.

Prepare one hydrology and hydraulics report for the on-site drainage area. The report will include the existing and the proposed developed conditions. Both, 25 and 50-year flow events will be investigated as required by LACDPW. The hydrology report shall include hydraulic analysis (WSPG) for the main lines and laterals, streets capacity, and catch basins design and sizing. Hydrology analysis of off-site drainage area and other off-site storm drain facilities have been excluded from this proposal at this time.

Prepare one Storm Water Pollution Prevention Program (SWPPP). The SWPPP will consist of a site description, erosion and sediment control, monitoring program, maintenance and inspection, and points of emphasis. A project site map will be prepared to illustrate the surrounding tract conditions.

### **TASK 9 - GEOTECHNICAL INVESTIGATION**

As a subconsultant to PBS&J, AMEC will conduct a geotechnical study to provide design parameters for the roadway improvements. The study will focus on selected physical properties of the subsurface soils. Subtasks include field exploration, laboratory testing, analyses, and preparation of a report.

# Fee Proposal

## California Avenue Widening - Task 4.9.11 of Environmental Mitigation

| Task No. | Description                           | Labor Fee        | Reimburse-<br>ables Fee | TOTAL FEE        |
|----------|---------------------------------------|------------------|-------------------------|------------------|
| 1        | Data Collection and Meetings          | \$12,852         | \$1,285                 | \$14,137         |
| 2        | Design Survey                         | \$14,032         | \$1,403                 | \$15,435         |
| 3        | Preliminary Design                    | \$8,220          | \$822                   | \$9,042          |
| 4        | Utility Coordination and Relocation   | \$12,788         | \$1,279                 | \$14,067         |
| 5        | Street Improvement Plans              | \$50,108         | \$5,011                 | \$55,119         |
| 6        | Coordination w/ LSA for Caltrans      | \$11,148         | \$1,115                 | \$12,263         |
| 7        | Structural Walls                      | \$19,512         | \$1,951                 | \$21,463         |
| 8        | Storm Drain Improvements              | \$20,934         | \$2,093                 | \$23,027         |
| 9        | Geotechnical Investigation (sub AMEC) | N/A              | N/A                     | \$0,100          |
|          | <b>Sub Total</b>                      | <b>\$149,594</b> | <b>\$14,959</b>         | <b>\$173,653</b> |
|          | <b>TOTAL</b>                          |                  |                         | <b>\$173,653</b> |

### Notes and Exclusions

- 1.) Streetscape on California Avenue is assumed to be the perimeter landscape and is covered under RJM's scope of work for the Long Beach Sports Park. This proposal for California Avenue does not include any landscape plans.
- 2.) Break downs of AMEC's and CSC's cost proposals are provided in the appendix.



September 6, 2006  
Proposal No. A06-044

PBS&J  
625 The City Drive South  
Suite 200  
Orange, California 92868-4946

**Attention: Mr. Joseph Almurda**

**Re: Proposal For Geotechnical Study  
California Avenue Improvements  
Adjacent To Long Beach Sports Park  
Long Beach, California**

## **1 INTRODUCTION**

As requested, AMEC Earth & Environmental, Inc. (AMEC) is pleased to submit this proposal to provide a geotechnical study in support of design of improvements to approximately 1800 lineal feet of California Avenue adjacent to the proposed Long Beach Sports Park. Based on preliminary conversations with PBS&J it is understood that the improvements will include changes to the vertical profile of the roadway, widening of the roadway, re-location of utilities and re-construction of pavement sections.

## **2 SCOPE OF WORK**

Our services will consist of conducting a geotechnical study to provide design parameters for design of the roadway improvements.

The study will focus on selected physical properties of the subsurface soils and will not include sampling, testing, or assessment of any toxic or hazardous substances or other environmental factors. If during the performance of the planned subsurface exploration, visually foreign or odorous materials are encountered, drilling will be terminated at that location and the client will be notified of the condition.

This proposal does not include any observation and/or testing services which may be required by the geotechnical engineer during the construction of the project. Moreover, this proposal does not include allowances for response to reviews by any agencies other than the City of Long Beach.

### **2.1 FIELD EXPLORATION**

Currently it is proposed to drill three hollow stem augers to depths of 5 to 15 feet. It is proposed to auger through the existing roadway, however, the pavement and base course thickness will be measured at each location. Bulk samples of the subgrade material will also be taken at each location. Where applicable, relatively undisturbed testing of the subgrade soils will also be

AMEC Earth & Environmental, Inc.  
1290 North Hancock Street, Suite 102  
Anaheim, California  
USA 92807-1924  
Tel (714) 779-2591  
Fax (714) 779-8377

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



performed. It is assumed that traffic control will be required to perform the field exploration. All borings will be backfilled with excavated cuttings and capped with a cold mix asphalt patch. This patching is intended to be a temporary repair and must be replaced during construction of the project.

## **2.2 LABORATORY TESTING**

Laboratory testing will be conducted in our own facility, which is fully equipped and managed by personnel with extensive experience in soil testing. The tests will be conducted on relatively undisturbed or remolded samples obtained from the exploratory borings.

We anticipate the following tests may be performed:

- In-Situ Moisture and Density
- Gradation
- Shear Strength
- Resistance Value
- Maximum density/optimum moisture content

## **2.3 ANALYSES AND PREPARATION OF A WRITTEN REPORT**

Based on soils evaluations from the field study and engineering analyses of both laboratory and field data, a written report will be prepared. The report will summarize the physical data acquired during the study in a convenient form for reference and will present conclusions and recommendations to aid in the design of roadway improvements.

- Types, locations, and engineering characteristics of foundation materials.
- Measurements of existing pavement and base thicknesses.
- Assessment of in-situ density of subgrade material.
- Recommendations for new roadway construction, including subgrade preparation, fill placement, and structural pavement design.
- Recommendations for underground utility construction, including bedding requirements and trenching excavation and backfill criteria.

## **3 FEES**

The outlined study can be conducted for an estimated fee as outlined below. This fee will not be exceeded unless unusual conditions are encountered and prior written approval for additional work is obtained. Actual costs for work performed would be determined in accordance with the attached fee schedule. The estimated fee is based on the assumption that the site is assessable to a truck-mounted drill rig without any ground modifications. It has been assumed that all permits and site access will be provided to AMEC at no cost. If permits are required, AMEC can obtain permits on an additional time and materials basis.



|   |              |
|---|--------------|
| Exploratory Drilling and Testing .....            | \$3,700      |
| Traffic Control .....                             | 500          |
| Laboratory Testing .....                          | 1,400        |
| Engineering Analysis and Report Preparation ..... | <u>3,500</u> |
| Total Estimated Fee .....                         | \$9,100      |

#### **4 ESTIMATED TIME SCHEDULE**

With favorable weather and ground conditions, we estimate that five weeks will be required to complete the study after receiving notice to proceed and all necessary permits. This includes two weeks for scheduling and completion of the field exploration, two weeks to perform the laboratory testing, and one week for analyses and report preparation.

#### **5 LIMITATIONS**

- a) AMEC's work will be performed using the degree of care and skill ordinarily exercised, under similar circumstances, by reputable geotechnical consultants practicing in this or similar localities. No other warranty, expressed or implied, is made as to the findings, conclusions and professional opinions that may be expressed by AMEC.
- b) Conditions revealed in excavations made during any subsequent investigation, grading and construction may be at variance with preliminary findings. If this occurs, the changed conditions must be evaluated by the geotechnical consultant, and additional recommendations be obtained, as warranted.
- c) The findings, conclusions and recommendations that AMEC may present may be based in part upon data obtained from a necessarily limited number of observations, site visits, excavations, samples and tests. Such information can be obtained only with respect to the specific location explored, and therefore may not completely define all subsurface conditions.
- d) AMEC has made allowance within this proposal to contact Underground Service Alert (USA) for the purpose of locating underground utilities. However, USA will only locate those utilities within the public right-of-way, or within easements which may exist on the property. It will be the responsibility of the Client to check AMEC's proposed boring locations for potential utility conflicts and notify AMEC if conflicts are expected prior to drilling. Neither AMEC nor its driller subcontractor will be responsible for damage to unmarked underground utilities, nor for any consequential damage.
- e) It is assumed that the City of Long Beach will provide all necessary permits to conduct our field exploration at no cost.
- f) It is assumed that the Client will provide current topographic survey of the study area in electronic format.



**FEE SCHEDULE UA5 - GEOTECHNICAL & ENVIRONMENTAL SERVICES**

1290 N. Hancock Street, Suite 102  
Anaheim, CA 92807  
Tel (714) 779-2591  
Fax (714) 779-8377

4201 Santa Ana Street, Suite F  
Ontario, CA 91761  
Tel (909) 605-6500  
Fax (909) 605-6502

9210 Sky Park Court  
Suite 200  
San Diego, CA 92123  
Tel (858) 300-4300  
Fax (858) 300-4301

~~THIS FEE SCHEDULE IS VALID FROM January 1, 2005 THROUGH December 31, 2005 and is subject to amendment without notice.~~

**PROFESSIONAL SERVICES (600)**

CLIENT agrees to reimburse AMEC for all hours worked by professionals at the following classifications and associated hourly labor rates. For expert witness testimony and related services in connection with litigation, CLIENT agrees to reimburse AMEC for all hours worked by professionals at the following classifications, but at one and one-half times the associated hourly labor rates.

|  |               |
|--|---------------|
| Professional Level 8 (Field Svcs Mgr/Staff Eng/Staff Geologist/Staff Environ Specialist).....        | \$85.00/hour  |
| Professional Level 9 (Field Svcs Mgr/Staff Eng/Staff Geologist/Staff Environ Specialist).....        | \$90.00/hour  |
| Professional Level 11 (Sr. Staff Eng/Sr Staff Geologist/Sr Staff Environ Specialist).....            | \$100.00/hour |
| Professional Level 12 (Proj Eng/Proj Eng Geologist/Proj Environ Specialist).....                     | \$105.00/hour |
| Professional Level 13 (Proj Eng/Proj Eng Geologist/Proj Environ Specialist).....                     | \$110.00/hour |
| Professional Level 15 (Sr Proj Eng/Sr Proj Eng Geologist/Sr Proj Environ Specialist).....            | \$125.00/hour |
| Professional Level 16 (Sr Eng/Sr Eng Geologist/Environ Proj Mgr/H&S Officer.....                     | \$135.00/hour |
| Professional Level 17 (Supv Eng/Supv Eng Geologist/Environ Mgr./Certified Industrial Hygienist)..... | \$140.00/hour |
| Professional Level 18 (Supv Eng/Supv Eng Geologist/Environ Mgr./Certified Industrial Hygienist)..... | \$150.00/hour |
| Professional Level 19 (Prin Eng/Prin Eng Geologist/Prin Environ Scientist).....                      | \$160.00/hour |
| Professional Level 20 (Prin Eng/Prin Eng Geologist/Prin Environ Scientist).....                      | \$165.00/hour |

**TECHNICIAN SERVICES (500)**

CLIENT agrees to reimburse AMEC for all hours worked by technicians at the following classifications and associated hourly labor rates.

|   |              |
|---|--------------|
| Technician Level 10 (Field Tech I/Lab Tech I/Geotechnical/Environ Draftsperson I).....    | \$50.00/hour |
| Technician Level 11 (Field Tech IA/Lab Tech IA/Geotechnical/Environ Draftsperson IA)..... | \$55.00/hour |
| Technician Level 12 (Field Tech II/Lab Tech II/Environ Tech).....                         | \$60.00/hour |
| Technician Level 13 (Sr Field Tech I/Sr Geotechnical/Environ Draftsperson).....           | \$65.00/hour |
| Technician Level 14 (Sr Field Tech I/Sr Geotechnical/Environ Draftsperson).....           | \$70.00/hour |
| Technician Level 15 (Sr Field Tech I/Sr Geotechnical/Environ Draftsperson).....           | \$75.00/hour |
| Technician Level 16 (Sr Lab Tech).....  | \$80.00/hour |
| Technician Level 17 (Sr Field Tech II/Sr Environ Tech).....                               | \$85.00/hour |

**ADMINISTRATIVE SERVICES (800)**

CLIENT agrees to reimburse AMEC for all hours worked by administrative staff at the following classifications and associated hourly labor rates.

|   |              |
|---|--------------|
| Administrative Level 6 (Geotechnical/Environ Clerk-Typist)..... | \$55.00/hour |
| Administrative Level 7 (Word Processor).....                    | \$60.00/hour |
| Administrative Level 8 (Sr Word Processor).....                 | \$65.00/hour |

**MISCELLANEOUS EXPENSES – 6% of Labor and Unit Charges**

CLIENT agrees to reimburse AMEC for miscellaneous expenses incurred, such as consumable supplies, telephone & facsimile charges, photo processing, and small tools, etc., not otherwise invoiced as other direct expenses, at the rate of 6% of labor charges.

**OTHER DIRECT EXPENSES**

CLIENT agrees to reimburse AMEC for all other direct expenses incurred at the following rates, except as otherwise specified by AMEC in its proposal:

|   |                          |
|---|--------------------------|
| Travel Expenses: Transportation (mileage, air travel, car rental, etc.), lodging, meals & incidental expenses.....  | <del>Cost plus 15%</del> |
| Subcontract Expenses: Supplies or services furnished to AMEC in support of project activities by any supplier or firm, except temporary agency or consultant staff charged at above hourly rates..... | Cost plus 15%            |
| Direct Expenses: Other expenses in support of project activities.....   | Cost plus 15%            |



**FEE SCHEDULE UA5 - GEOTECHNICAL & ENVIRONMENTAL SERVICES**

**EQUIPMENT CHARGES**

|   |                                 |
|---|---------------------------------|
| BAT Permeameter .....   | \$145.00/day                    |
| CADD.....   | \$10.00/hour                    |
| Concrete/Asphalt Core Drill .....   | \$22.00/hour                    |
| Exploratory Equipment Rental (Drill Rig, Backhoe, etc.) .....             | \$12.00/core plus<br>Cost + 15% |
| Ground Penetrating Radar.....   | \$600.00/day                    |
| Groundwater Transducer and Dataloggers.....                               | \$32.00/hour                    |
| HNU (Photoionization Meter).....  | \$100.00/day                    |
| Monitoring Equipment Rental (Air, Water, Hazardous Materials, etc.) ..... | Cost + 15%                      |
| OVA (Organic Vapor Analyzer).....   | \$125.00/day                    |
| Penetrometer - Dynamic .....  | \$27.00/hour                    |
| Penetrometer - Pneumatic.....   | \$39.00/hour                    |
| Single-Channel Seismic or Resistivity Equipment .....                     | \$21.00/hour                    |
| Twelve-channel Seismic or Resistivity Equipment.....                      | \$30.00/hour                    |
| Slope Indicator (Inclinometer) .....                                      | \$27.00/hour                    |

**LABORATORY TESTING**

|   |                |
|---|----------------|
| California Bearing Ratio (with moisture-density curve).....   | \$420.00/test  |
| California Bearing Ratio (individual point - excluding moisture-density curve) .....                                | \$115.00/point |
| Chloride Content.....   | \$50.00/test   |
| Consolidation Test (single point).....  | \$80.00/test   |
| Consolidation Test (without rate data).....   | \$125.00/test  |
| Consolidation Test Rate Data (per load increment).....  | \$55.00/each   |
| Direct Shear Test (at natural moisture - constant strain rate).....   | \$45.00/point  |
| Direct Shear Test (saturated - constant strain rate).....   | \$55.00/point  |
| Direct Shear Test (saturated, recycled - constant strain rate) .....  | \$110.00/point |
| Direct Shear Test (ASTM 3080 - consolidated drained, 3 points/test).....  | \$375.00/test  |
| Direct Shear Test (ASTM 3080 - consolidated drained, residual, 3 points/test).....                                  | \$630.00/test  |
| Durability Index - Coarse and Fine.....   | \$150.00/test  |
| Expansion Index Test .....  | \$100.00/test  |
| Grain-Size Analysis - Sand-Clay, including Hydrometer.....  | \$135.00/test  |
| Grain-Size Analysis - Gravel-Clay, including Hydrometer.....  | \$175.00/test  |
| Liquid Limit or Plastic Limit .....   | \$50.00/test   |
| Los Angeles Abrasion Test (500 revolutions) .....   | \$135.00/test  |
| Los Angeles Abrasion Test (1000 revolutions).....   | \$160.00/test  |
| Mechanical Analysis - ASTM D1140 (wash 200 sieve) .....   | \$50.00/test   |
| Mechanical Analysis - Sand or Gravel (dry sieve).....   | \$70.00/test   |
| Mechanical Analysis - Sand or Gravel (wash sieve).....  | \$90.00/test   |
| Mechanical Analysis - Sand and Gravel (wash sieve) .....  | \$130.00/test  |
| Moisture Content.....   | \$10.00/test   |
| Moisture-Density Curve (Calif. 216).....  | \$140.00/test  |
| Moisture-Density Curve for Compacted Fills (4-inch Mold) .....  | \$155.00/test  |
| Moisture-Density Curve for Compacted Fills (6-inch Mold) .....  | \$175.00/test  |
| Moisture-Density Single Point.....  | \$70.00/test   |
| Permeability (falling head) .....   | \$135.00/test  |
| Permeability (constant head) .....  | \$229.00/test  |
| Permeability (triaxial: EPA Method 9100) .....  | \$360.00/test  |
| Resistance Value .....  | \$199.00/test  |
| Resistance Value (lime or cement-treated).....  | \$245.00/test  |
| Resistivity Test (Calif. 532 or 643).....   | \$85.00/test   |
| Sand Equivalent.....  | \$70.00/test   |
| Specific Gravity and Absorption - Gravel .....  | \$65.00/test   |
| Specific Gravity - Fine-Grained Soils.....  | \$70.00/test   |
| Sulphate Content .....  | \$45.00/test   |
| Triaxial Compression Test (U-U) .....   | \$115.00/test  |
| Triaxial Compression Tests (CD and CU with pore pressure) .....   | \$400.00/point |
| Unconfined Compression Test (undisturbed sample).....   | \$60.00/test   |
| Unit Dry Weight and Moisture Content (undisturbed sample).....  | \$20.00/test   |
| Special Sample Preparation and Laboratory Testing not listed above charged at applicable hourly rates for personnel |                |

**California Surveying Corporation**

Prepared for: PBS & J

Prop: P4156

Date: 8/28/2006

**Long Beach Sports Park - Off-Site Topography**

Terms are based on the master agreement for as needed services, effective through September, 2006.

SRN:

Proj. Mgr: Joseph A.

Job #:

**Scope of Work**

1) Topography

- a) Orange Ave. - Cross sections and locations @ 25' intervals, on station, CF to CF.  
Deliverables will include An ASCII file and topo data sheets.

California Ave. (1,900 l.f.) ----- \$5,424.00

**Fixed Fee Survey Estimate:** [REDACTED]

Invoicing for will be based on the following rates which will remain in effect through September 30, 2006.

|                         |          |
|-------------------------|----------|
| 1 man survey crew ----- | \$105.00 |
| 2 man survey crew ----- | \$175.00 |
| 3 man survey crew ----- | \$226.00 |

**BASIS OF UNDERSTANDING**

- 1) This is an agreement to provide the services listed only. No warrant or surety is made that the services provided will satisfy the needs of others, beyond those specifically stated.
- 2) The "Scope of Services" has been provided by client. If a specific scope was not been provided by client, we have made every effort to include all services needed, based on the information provided. Client should thoroughly review the scope to insure completeness, prior to acceptance.
- 3) Unobstructed access to all areas shall be secured by client, prior to survey.
- 4) Reproduction costs for research material, will be invoiced as an out-of-pocket expense.
- 5) Work will be billed by the 15th of each month, with all fees due and payable 45 days from the date of invoice, unless other arrangements are agreed to and accepted, by both parties, in writing, prior to issuance of the notice to proceed. Under no circumstances, will the due date exceed 90 days, regardless of any prior or subsequent agreements.
- 6) This agreement may be terminated by Consultant upon ten days prior written notice to Client in the event of substantial failure by Client to perform in accordance with the terms of this agreement through no fault of Consultant, which failure is not cured within ten days. It also may be terminated by Client with or without cause upon providing written notice to Consultant. Unless consultant is in breach of this agreement, Consultant shall be paid for services rendered to the date of termination within thirty days of termination.

California Surveying Corporation is pleased to present this estimate to you.

Thank You,

*Theodore M. Krull*

*8-28-06*

Theodore M. Krull, L.S. 5848, Vice President, C.O.O.

Date

If the scope fees and conditions herein stated, are acceptable, please sign and return.

Joseph Almurda

Date

Client: PBSJ, 625 The City Drive South, Suite 200, Orange Ca, 92868



# EXHIBIT “B”

City’s Representatives are:

Amy Bodek, Project Development Bureau Manager and  
Mark Christoffels, City Engineer

**THERE IS NO EXHIBIT “C”**

**CITY OF LONG BEACH POLICY FOR DISADVANTAGED, MINORITY-OWNED  
AND WOMEN-OWNED BUSINESS ENTERPRISES**

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority-Owned and Women-Owned Business Enterprises in all aspects of contracting including construction, the purchase of materials and services, including professional services, leases and the granting of concessions.

**EXHIBIT "D"**