

1 AGREEMENT

2 **30622**

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 TOTUM  
6 CORP., a California corporation, with a place of business at 3231 Ocean Park  
7 Boulevard, #218, Santa Monica, California 90405 ("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

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

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 Danny Kaye. 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 [REDACTED] 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.

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

3  
4 February 14<sup>th</sup>, 2008

TOTUM CORP., a California corporation  
By [Signature]  
DANNY KAYE  
Type or Print Name  
PRESIDENT  
Title

5  
6  
7  
8 \_\_\_\_\_, 2008

By [Signature]  
GIULIO ZAVOLTA  
Type or Print Name  
CEO  
Title  
"Consultant"

9  
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13  
14 April 15<sup>th</sup>, 2008

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

15 EXECUTED PURSUANT  
16 TO SECTION 301 OF  
17 THE CITY CHARTER.

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

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

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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# **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 RESPONSIBILITIES**

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.



3231 Ocean Park Blvd #218  
Santa Monica, CA 90405  
310 396 9036 p/f

Danny Kaye, CCM, PMP, MRICS  
310 433 7205 m

Julio Zavolta  
310 291 4074 m

Fax2  
818 610 1547

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**Rates Feb 2008 - Feb 2011 - Blended Rates**

Labor rates include all related labor burden and are lump sum amounts for each hour spent on each project.

Principal / Senior CM / PM	\$160 per hour
Project or Construction Manager	\$130 per hour
Project Engineer / Assistant PM	\$ 95 per hour
Administrative Assistant	\$ 72 per hour
Filing Clerk	\$ 50 per hour
Sub Consultant Koury and Psomas (if required via Totum) or others	At cost
Reimbursable Expense (i.e. reproductions, postage)	At cost
Mileage	As allowed by the IRS

Overtime @ \$125% of regular rates. This includes weekends and official holidays as recognized by City of Long Beach

Annual rate increases are not applicable. We have blended the rates to accomodate 3 years.

Other categories would be submitted as appropriate.



## **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.