

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

7 C. Consultant may select the time and place of performance for
8 these services; provided, however, that access to City documents, records and the
9 like, if needed by Consultant, shall be available only during City's normal business
10 hours and provided that milestones for performance, if any, are met.

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

25 E. Consultant represents that Consultant has obtained all
26 necessary information on conditions and circumstances that may affect its
27 performance and has conducted site visits, if necessary.

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1 F. CAUTION: Consultant shall not begin work until this
2 Agreement has been signed by both parties and until Consultant's evidence of
3 insurance has been delivered to and approved by City.

4 2. TERM. The term of this Agreement shall commence at midnight on
5 January 1, 2017, and shall terminate at 11:59 p.m. on December 31, 2019, unless sooner
6 terminated as provided in this Agreement, or unless the services or the Project is
7 completed sooner. The parties have the option to extend the term for two (2) additional
8 one-year periods at the discretion of the City Manager.

9 3. COORDINATION AND ORGANIZATION.

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

18 B. The parties acknowledge that a substantial inducement to City
19 for entering this Agreement was and is the reputation and skill of Consultant's key
20 employee, Dany Hanna. City shall have the right to approve any person proposed
21 by Consultant to replace that key employee.

22 4. INDEPENDENT CONTRACTOR. In performing its services,
23 Consultant is and shall act as an independent contractor and not an employee,
24 representative or agent of City. Consultant shall have control of Consultant's work and the
25 manner in which it is performed. Consultant shall be free to contract for similar services to
26 be performed for others during this Agreement; provided, however, that Consultant acts in
27 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges
28 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;

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

6 5. INSURANCE.

7 A. As a condition precedent to the effectiveness of this
8 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
9 duration of this Agreement, from insurance companies that are admitted to write
10 insurance in California and have ratings of or equivalent to A:V by A.M. Best
11 Company or from authorized non-admitted insurance companies subject to Section
12 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
13 by A.M. Best Company, the following insurance:

14 (a) Commercial general liability insurance (equivalent in scope to
15 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
16 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
17 coverage shall include but not be limited to broad form contractual liability,
18 cross liability, independent contractors liability, and products and completed
19 operations liability. City, its boards and commissions, and their officials,
20 employees and agents shall be named as additional insureds by
21 endorsement (on City's endorsement form or on an endorsement equivalent
22 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10
23 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),
24 and this insurance shall contain no special limitations on the scope of
25 protection given to City, its boards and commissions, and their officials,
26 employees and agents. This policy shall be endorsed to state that the
27 insurer waives its right of subrogation against City, its boards and
28 commissions, and their officials, employees and agents.

1 (b) Workers' Compensation insurance as required by the California
2 Labor Code and employer's liability insurance in an amount not less than
3 \$1,000,000. This policy shall be endorsed to state that the insurer waives
4 its right of subrogation against City, its boards and commissions, and their
5 officials, employees and agents.

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

8 (d) Commercial automobile liability insurance (equivalent in scope
9 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
10 amount not less than \$500,000 combined single limit per accident.

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

16 C. Each insurance policy shall be endorsed to state that coverage
17 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
18 written notice to City, shall be primary and not contributing to any other insurance
19 or self-insurance maintained by City, and shall be endorsed to state that coverage
20 maintained by City shall be excess to and shall not contribute to insurance or self-
21 insurance maintained by Consultant. Consultant shall notify City in writing within
22 five (5) days after any insurance has been voided by the insurer or cancelled by the
23 insured.

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

1 the date this Agreement expires or is terminated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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1 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

20 15. LAW. This Agreement shall be construed in accordance with the laws
21 of the State of California, and the venue for any legal actions brought by any party with
22 respect to this Agreement shall be the County of Los Angeles, State of California for state
23 actions and the Central District of California for any federal actions. Consultant shall cause
24 all work performed in connection with construction of the Project to be performed in
25 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
26 county or municipal governments or agencies (including, without limitation, all applicable
27 federal and state labor standards, including the prevailing wage provisions of sections 1770
28 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any

1 fire marshal, health officer, building inspector, or other officer of every governmental
2 agency now having or hereafter acquiring jurisdiction.

3 16. PREVAILING WAGES.

4 A. Consultant agrees that all public work (as defined in California
5 Labor Code section 1720) performed pursuant to this Agreement (the "Public
6 Work"), if any, shall comply with the requirements of California Labor Code sections
7 1770 *et seq.* City makes no representation or statement that the Project, or any
8 portion thereof, is or is not a "public work" as defined in California Labor Code
9 section 1720.

10 B. In all bid specifications, contracts and subcontracts for any
11 such Public Work, Consultant shall obtain the general prevailing rate of per diem
12 wages and the general prevailing rate for holiday and overtime work in this locality
13 for each craft, classification or type of worker needed to perform the Public Work,
14 and shall include such rates in the bid specifications, contract or subcontract. Such
15 bid specifications, contract or subcontract must contain the following provision: "It
16 shall be mandatory for the contractor to pay not less than the said prevailing rate of
17 wages to all workers employed by the contractor in the execution of this contract.
18 The contractor expressly agrees to comply with the penalty provisions of California
19 Labor Code section 1775 and the payroll record keeping requirements of California
20 Labor Code section 1771."

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

24 18. INDEMNITY.

25 A. Consultant shall indemnify, protect and hold harmless City, its
26 Boards, Commissions, and their officials, employees and agents ("Indemnified
27 Parties"), from and against any and all liability, claims, demands, damage, loss,
28 obligations, causes of action, proceedings, awards, fines, judgments, penalties,

1 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
2 in connection with (1) Consultant's breach or failure to comply with any of its
3 obligations contained in this Agreement, including any obligations arising from the
4 Project's compliance with or failure to comply with applicable laws, including all
5 applicable federal and state labor requirements including, without limitation, the
6 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful
7 acts, errors, omissions or misrepresentations committed by Consultant, its officers,
8 employees, agents, subcontractors, or anyone under Consultant's control, in the
9 performance of work or services under this Agreement (collectively "Claims" or
10 individually "Claim").

11 B. In addition to Consultant's duty to indemnify, Consultant shall
12 have a separate and wholly independent duty to defend Indemnified Parties at
13 Consultant's expense by legal counsel approved by City, from and against all
14 Claims, and shall continue this defense until the Claims are resolved, whether by
15 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
16 breach, or the like on the part of Consultant shall be required for the duty to defend
17 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
18 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
19 in the defense.

20 C. If a court of competent jurisdiction determines that a Claim was
21 caused by the sole negligence or willful misconduct of Indemnified Parties,
22 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
23 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
24 percentage of willful misconduct attributed by the court to the Indemnified Parties.

25 D. The provisions of this Section shall survive the expiration or
26 termination of this Agreement.

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

1 20. NONDISCRIMINATION.

2 A. In connection with performance of this Agreement and subject
3 to applicable rules and regulations, Consultant shall not discriminate against any
4 employee or applicant for employment because of race, religion, national origin,
5 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
6 disability. Consultant shall ensure that applicants are employed, and that
7 employees are treated during their employment, without regard to these bases.
8 These actions shall include, but not be limited to, the following: employment,
9 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
10 termination; rates of pay or other forms of compensation; and selection for training,
11 including apprenticeship.

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

23 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
24 accordance with the provisions of the Ordinance, this Agreement is subject to the
25 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
26 Long Beach Municipal Code, as amended from time to time.

27 A. During the performance of this Agreement, the Consultant
28 certifies and represents that the Consultant will comply with the EBO. The

1 Consultant agrees to post the following statement in conspicuous places at its place
2 of business available to employees and applicants for employment:

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

8 B. The failure of the Consultant to comply with the EBO will be
9 deemed to be a material breach of the Agreement by the City.

10 C. If the Consultant fails to comply with the EBO, the City may
11 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
12 to become due under the Agreement may be retained by the City. The City may
13 also pursue any and all other remedies at law or in equity for any breach.

14 D. Failure to comply with the EBO may be used as evidence
15 against the Consultant in actions taken pursuant to the provisions of Long Beach
16 Municipal Code 2.93 et seq., Contractor Responsibility.

17 E. If the City determines that the Consultant has set up or used its
18 contracting entity for the purpose of evading the intent of the EBO, the City may
19 terminate the Agreement on behalf of the City. Violation of this provision may be
20 used as evidence against the Consultant in actions taken pursuant to the provisions
21 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

22 22. NOTICES. Any notice or approval required by this Agreement shall
23 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
24 postage prepaid, addressed to Consultant at the address first stated above, and to City at
25 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
26 to the City Engineer at the same address. Notice of change of address shall be given in
27 the same manner as stated for other notices. Notice shall be deemed given on the date
28 deposited in the mail or on the date personal delivery is made, whichever occurs first.

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23. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

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

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1 26. CONTINUATION. Termination or expiration of this Agreement shall
2 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
3 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

4 27. TAX REPORTING. As required by federal and state law, City is
5 obligated to and will report the payment of compensation to Consultant on Form 1099-
6 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
7 resulting from payments under this Agreement. Consultant shall submit Consultant's
8 Employer Identification Number (EIN), or Consultant's Social Security Number if
9 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
10 Financial Management. Consultant acknowledges and agrees that City has no obligation
11 to pay Consultant until Consultant provides one of these numbers.

12 28. ADVERTISING. Consultant shall not use the name of City, its officials
13 or employees in any advertising or solicitation for business or as a reference, without the
14 prior approval of the City Manager or designee.

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

19 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
20 designed to or entered for the purpose of creating any benefit or right for any person or
21 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 KLEINFELDER, INC., a California
4 corporation

5 January 12, 2017

6 By [Signature]
Name Pamela D. Massa
Title Vice President

7 January 12, 2017

8 By [Signature]
Name Deborah Butler
Title Ass't Secretary

9 "Consultant"

10 CITY OF LONG BEACH, a municipal
11 corporation

12 Jan. 23, 2017

13 By [Signature]
City Manager
14 Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

15 "City"

16 This Agreement is approved as to form on 1/18, 2017.

17 CHARLES PARKIN, City Attorney

18 By [Signature]
Deputy

19 OFFICE OF THE CITY ATTORNEY
20 CHARLES PARKIN, City Attorney
21 333 West Ocean Boulevard, 11th Floor
22 Long Beach, CA 90802-4664

EXHIBIT “A”

Scope of Work

SCOPE OF WORK PW RFQ16-138

BASIC SERVICES

The Construction Materials Testing and Inspection firm shall provide qualified personnel and shall coordinate its efforts with the on-site Construction Inspector, including scheduling of work, and coordination of the contractors and any other persons on the site of various Capital Improvement projects and other City projects. The Construction Materials Testing and Inspection firm shall serve as a point of contact on construction sites for City staff and project management teams. Responsibilities shall include, but are not limited to:

- Attending preconstruction meetings with the Contractor, Design Team, other consultants, and the City. Review project organization, lines of authority and communication, and project procedures.
- Concur with the Contractor's schedule for, fabrication, inspection, delivery and installation of equipment, materials, and fixtures.
- Testing and reporting on Contractor materials and methods of construction to ascertain compliance with contract requirements.
- Observing work in progress for conformance with plans, specifications, and schedules. Reporting defects and deficiencies to the City.
- Coordinating all daily site inspections performed with City staff and inspectors from other agencies to ensure that materials and their installation are in conformance with plans and specifications.
- Assisting in the selection of independent testing agencies and laboratories. Scheduling their work, reviewing their reports, and making recommendations regarding their findings.
- Maintaining a complete and current record including but not limited to project contracts, drawings and specifications, change orders, directives, project correspondence, revisions, progress photos, testing and inspection reports.
- Maintaining daily job site reports recording daily and weekly activities workmen, equipment in use, general activities completed and special occurrences.
- Monitoring delivery and review of shop drawings and submittals, and assisting in expediting approval of drawings and submittals. Maintaining submittal/approval logs and sets of all such documents, including but not limited to documentation of the submittal number, nature of the submittal, date the submittal was issued, date submittal was forwarded for review, individual reviewing the submittal, date the submittal was received back, and the date the submittal was returned to the Contractor.
- Attending designated progress meetings among Contractor, Design Team, Inspectors, Testing and Laboratory workers, and City representatives. Discussing job progress, tracking and recording key actions and decisions, and preparing and

SCOPE OF WORK PW RFQ16-138

reviewing meeting minutes as required.

- Preparing monthly reports addressing project progress and any quality, cost, and schedule issues.
- Collaborating on the review of and processing of RFI's, initiating and maintaining a log for the RFI's including, but not limited to documentation of the RFI number, nature of the RFI, date the RFI was issued, date RFI was forwarded for review, individual reviewing the RFI, date the RFI was received back, and the date the RFI was returned to the Contractor.
- Collaborating on the preparation, review, and processing of construction change orders.
- Collaborating with stakeholders to develop detailed schedule of close-out activities, including punch lists, testing, and inspections. Establishing dates of Substantial and Final Completion, coordinating final inspections and establishing final acceptance of work, and preparing notice of completion.
- At completion of project, submitting to the City one complete project binder containing all project related documentation, and one CD-ROM of all scanned materials.
- Providing Public Works inspection and deputy and/or special inspection as required by code or contract documents. Deputy inspections shall include, but are 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, and structural observation. Special inspectors shall be duly certified by the ICC and other applicable governing agencies, and licensed to perform special inspections in the City of Long Beach.
- Providing qualified, professional material laboratory testing and reporting as required by code and the City's Project Specifications.

CERTIFIED MATERIAL TESTING LABORATORY SERVICES

- The Material Testing Laboratory must be currently certified for material testing and reporting in accordance with AASHTO, Caltrans, Federal Highway Administration, 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 firm have the ability to dispatch qualified personnel within four hours. The requested services are typically performed between the hours of 7:00 a.m. and 5:00 p.m. seven days a week, but may be required on a 24-hour basis.
- The Material Testing Laboratory services consist of material testing of specimen of concrete, masonry, aggregates, asphalt and asphalt plant inspection, soils, epoxies,

SCOPE OF WORK PW RFQ16-138

metal, steel reinforcement, 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 of streets, and other general laboratory material testing per the City's Project Specifications.

- Certification of Compliance – Upon completion of the project the laboratory shall provide, under the appropriate profession registration, a letter certifying the project.

INSPECTION SERVICES

Inspection Services are classified in two areas of work as follows:

- Construction Inspection – Inspects projects in the public right-of-way and insures that the work and materials are in compliance with the approved project plans and specification, including all applicable laws and regulations.
- Special Inspections – Provides continuous or periodic deputy inspection services as required by code. Special inspections shall include but is not limited to grading, reinforced concrete, pre-stresses concrete, masonry, structural steel, steel moment and ductile frames, welding, pile driving, high strength bolts, epoxy anchors, fireproofing, and structural observations. 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.

EXHIBIT “B”

Rates or Charges



**SCHEDULE OF RATES FOR SERVICES FOR CITY OF LONG BEACH
AS NEEDED CONSTRUCTION MATERIALS TESTING AND INSPECTION
JANUARY 1, 2017 TO DECEMBER 31, 2020**

Title	Hourly Rate (blended for 3 years)
Staff Professional	\$160
Registered Civil Engineer	\$175
Registered Geotechnical Engineer	\$190
Principal/Principal Professional	\$220
Administrative	\$75
Technician	\$110*
Special Inspector	\$110*
CADD Operator	\$100

*This rate applies to non-PLA projects; PLA projects require additional fees.

*Industry standard 4 and 8 hour minimums apply.

No mileage, transportation charges or per diem allowed.
Pre-approved reimbursable items charged at cost.
Sub-consultants billed at cost.
Rates can only be changed by amendment.
Pre-approved overtime will be charged at time and a half.



**SCHEDULE OF RATES FOR SERVICES FOR CITY OF LONG BEACH
AS NEEDED CONSTRUCTION MATERIALS TESTING AND INSPECTION
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SOIL TESTS

SOIL DENSITY TESTS				
Test	Standard Test Method†	Fee		
Standard Proctor, 4" Mold	D698, T99	\$	240.00	each
Standard Proctor, 6" Mold	D698, T99	\$	240.00	each
Modified Proctor, 4" Mold	D1557, T180	\$	240.00	each
Modified Proctor, 6" Mold	D1557, T180	\$	240.00	each
Proctor Check Point	T272	\$	125.00	each
Proctor Oversize Correction	D4718	\$	70.00	each
Treated Soil Proctor	D558	\$	320.00	each
Minimum and Maximum Relative Density	D4254, D4253	\$	400.00	each
Moisture/Density, TEX 113-E	TEX113-E	\$	275.00	each
Moisture/Density, TEX 114-E	TEX114-E	\$	275.00	each
California Impact, CTM 216, Dry Method	CTM216	\$	225.00	each
California Impact, CTM 216, Wet Method	CTM216	\$	195.00	each

SOIL CLASSIFICATION AND INDEX TESTS				
Test	Standard Test Method†	Fee		
Visual Classification	D2488	\$	20.00	each
Sieve Analysis, % Finer than 200 Sieve	D1140	\$	85.00	each
Sieve Analysis, Fine	D422, D6913, T88	\$	125.00	each
Sieve Analysis, Coarse	D422, D6913, T88	\$	125.00	each
Sieve Analysis, Coarse and Fine	D422, D6913, T88	\$	160.00	each
Hydrometer Analysis (<i>Requires a Sieve Analysis, not included</i>)	D422, D7928	\$	175.00	each
Water Content	D2216, D4363, T265	\$	25.00	each
Water Content and Dry Unit Weight	D2216, D2937, D7263	\$	45.00	each
Atterberg Limits, Single Point	D4318-B, T89, T90	\$	115.00	each
Atterberg Limits, Multiple Point	D4318-A, T89, T90	\$	180.00	each
Atterberg Limits, Liquid Limit Only	D4318, T90	\$	115.00	each
Soil Specific Gravity	D854, T100	\$	150.00	each
Soil Organic Content	D2974-C	\$	110.00	each
Pinhole Dispersion Classification	D4647	\$	400.00	each
Soil pH	D4972, G51	\$	60.00	each
Double Hydrometer for Dispersive Soils	D4221	\$	400.00	each
Soil Resistivity	G187	\$	160.00	each
Chloride Content		\$	60.00	each
Sulfate Content		\$	60.00	each
Thermal Resistivity, Per Point	D5334, IEEE 422	\$	315.00	each
Thermal Resistivity, Dry-Out Curve	D5334, IEEE 422	\$	925.00	each

SOIL BEARING PRESSURE TESTS				
Test	Standard Test Method†	Fee		
California Bearing Ratio, Single Point (<i>proctor not included</i>)	D1883, T193	\$	350.00	each
California Bearing Ratio, 3 Points (<i>proctor not included</i>)	D1883, T193	\$	650.00	each

†Common ASTM, AASHTO and DOT test methods.

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**SCHEDULE OF RATES FOR SERVICES FOR CITY OF LONG BEACH
AS NEEDED CONSTRUCTION MATERIALS TESTING AND INSPECTION
JANUARY 1, 2017 TO DECEMBER 31, 2020**

SOIL TESTS (continued)

SOIL BEARING PRESSURE TESTS (continued)				
Test	Standard Test Method[†]	Fee		
Resistance R-Value	D2844	\$	315.00	each
Resistance R-Value of Treated Material	D2844	\$	370.00	each
Rock Correction for R-Value	D2844	\$	85.00	each
Stabilized Soil UC Strength, 1 Point (<i>proctor not included</i>)	D1633, D5102	\$	175.00	each
Stabilized Soil UC Strength, Set of 3	D1633, D5102	\$	950.00	each
CTM 373, 1 Lime Content, w/o Opt. Moist.	CTM373	\$	160.00	each
CTM 373, 1 Lime Content	CTM373	\$	365.00	each
CTM 373, 3 Lime Contents	CTM373	\$	1,050.00	each
Eades and Grim Test (Opt. Lime Content)	C977	\$	175.00	each
Resilient Modulus	T307	\$	475.00	each
CTB Strength, Individual Specimen		\$	185.00	each
CTB Strength, Set of 3, Without Design		\$	420.00	each
CTB Complete Mix Design		\$	1,250.00	each

SOIL STRENGTH AND PERMEABILITY TESTS				
Test	Standard Test Method[†]	Fee		
Pocket Penetration Value		\$	15.00	each
Unconfined Compressive Strength	D2166, T208	\$	140.00	each
Direct Shear, 1 Point	D3080, T236	\$	135.00	each
Direct Shear, 3 Points	D3080, T236	\$	370.00	each
Direct Shear, Residual Strength, Each Pt	D3080-Modified	\$	210.00	each
Consolidation without Time Rate Plots	D2435-Modified	\$	345.00	each
Consolidation with 2 Time Rate Plots	D2435-A, T216-A	\$	450.00	each
Consolidation, All Loads with Time Rates	D2435-B, T216-B	\$	630.00	each
Collapse Potential	D5333	\$	185.00	each
One Dimensional Free Swell	D4546	\$	155.00	each
One Dimensional Swell, Percent Heave	D4546	\$	250.00	each
One Dimensional Swell with Consolidation	D4546	\$	465.00	each
Expansion Index	D4829	\$	185.00	each
Denver Swell Test		\$	110.00	each
Permeability, Rigid Wall	D2434	\$	420.00	each
Permeability, Flexible Wall	D5084-C	\$	380.00	each
Triaxial Compression, CU, 1 Point	D4767, T297	\$	475.00	each
Triaxial Compression, CU, 3 Points	D4767, T297	\$	1,250.00	each
Triaxial Compression, UU, 1 Point	D2850, T296	\$	210.00	each
Triaxial Compression, UU, 3 Points	D2850, T296	\$	575.00	each
Triaxial Compression, UU Saturated, 1 Point	D2850-Modified	\$	285.00	each
Triaxial Compression, UU Saturated, 3 Points	D2850-Modified	\$	790.00	each
Triaxial Test, TEX117E, Part I	TEX117E	\$	2,250.00	each
Triaxial Test, TEX117E, Part II	TEX117E	\$	2,250.00	each

[†]Common ASTM, AASHTO and DOT test methods.

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**SCHEDULE OF RATES FOR SERVICES FOR CITY OF LONG BEACH
AS NEEDED CONSTRUCTION MATERIALS TESTING AND INSPECTION
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AGGREGATE TESTS

Test	Standard Test Method[†]	Fee	
Acid Solubility	AWWA B100	\$ 175.00	each
Air Degradation	ODT TM208	\$ 200.00	each
ASR Reactivity, Long Method	C227, C1293	\$ 1,575.00	each
ASR Reactivity, Short Method	C1260, C1567	\$ 895.00	each
Cleanness Value	CTM227	\$ 160.00	each
Clay Lumps and Friable Particles, per size <i>*(see note below)</i>	C142, T112	\$ 105.00	each
Coarse Specific Gravity & Absorption	C127, T85	\$ 80.00	each
Fine Specific Gravity & Absorption	C128, T84	\$ 105.00	each
Coarse Durability	D3744, T210	\$ 140.00	each
Fine Durability	D3744, T210	\$ 140.00	each
Flat and Elongated Particles, per size <i>*(see note below)</i>	D4791	\$ 80.00	each
Fractured Faces, per size <i>*(see note below)</i>	D5821, T335	\$ 105.00	each
Lightweight Pieces <i>(Per specific gravity of heavy liquid)</i>	C123, T113	\$ 330.00	each
Los Angeles Abrasion, Large Aggregate	C535	\$ 210.00	each
Los Angeles Abrasion, Small Aggregate	C131, T96	\$ 185.00	each
Mortar Sand Strength	C87, CTM515	\$ 580.00	each
Organic Impurities	C40, T21	\$ 65.00	each
Sand Equivalent, 1 point	D2419, T176	\$ 75.00	each
Sand Equivalent, 3 points	D2419, T176	\$ 140.00	each
Sieve Analysis, % Finer than 200 Sieve	C117, T11	\$ 85.00	each
Sieve Analysis, Fine	C136, T27	\$ 125.00	each
Sieve Analysis, Coarse	C136, T27	\$ 125.00	each
Sieve Analysis, Coarse and Fine	C136, T27	\$ 160.00	each
Soundness of Aggregate, per size <i>*(see note below)</i>	C88, T104	\$ 145.00	each
Unit Weight	C29, T19	\$ 65.00	each
Water Content	D2216, C566, T255	\$ 25.00	each
Texas Wet Ball Mill	TEX116E	\$ 300.00	each
Decantation Wash	TEX406A	\$ 90.00	each
Uncompacted Void Content of Fine Aggregate	C1252, T304	\$ 135.00	each
Idaho Degradation	IDT T-15	\$ 330.00	each

**Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and test method.*

FILTER MEDIA TESTS

Test	Standard Test Method[†]	Fee	
Filter Media, Sieve Analysis <i>(includes d10, d60, es, cu)</i>	AWWA B100	\$ 185.00	each
Filter Media, Mohs Hardness	AWWA B100	\$ 185.00	each
Filter Media, Percent Silica		\$ 200.00	each
Acid Solubility	AWWA B100	\$ 175.00	each

[†]Common ASTM, AASHTO and DOT test methods.

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**SCHEDULE OF RATES FOR SERVICES FOR CITY OF LONG BEACH
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ROCK TESTS

Test	Standard Test Method[†]	Fee		
Rock Sample Preparation		\$	85.00	each
Rock Direct Shear, 1 Point	D5607	\$	150.00	each
Rock Direct Shear, 3 Points	D5607	\$	375.00	each
Rock Mohs Hardness		\$	25.00	each
Rock Point Load Index	D5731	\$	35.00	each
Rock Point Load, Set of 10	D5731	\$	210.00	each
Rock Slake Durability	D4644	\$	135.00	each
Rock Tensile/Brazilian	D3967	\$	215.00	each
Rock Triaxial Compression w/Modulus of Rupture	D7012	\$	560.00	each
Rock Triaxial Compression	D7012	\$	420.00	each
Rock Unconfined Compression	D7012	\$	210.00	each
Rock Unconfined Compression w/Modulus of Rupture	D7012	\$	360.00	each

Above testing fees include routine sample preparation (grinding) and test sample photographs.

CONCRETE TESTS

Test	Standard Test Method[†]	Fee		
Concrete Compression	C39	\$	31.00	each
Concrete Core Compression	C42	\$	70.00	each
Concrete Creep	C512	\$	2,000.00	each
Concrete Cylinder Unit Weight	C567	\$	105.00	each
Concrete Drying Shrinkage, set of 3	C157	\$	500.00	each
Concrete Flexural Strength	C78	\$	105.00	each
Concrete Modulus of Elasticity	C469	\$	300.00	each
Concrete Splitting Tensile Strength	C496	\$	90.00	each
Concrete Core Thickness	C174	\$	20.00	each
Concrete Laboratory Trial Batch	C192	\$	1,250.00	each
RCC Compression	C39	\$	65.00	each
Shotcrete Compression	C1140	\$	80.00	each
Concrete Absorption after 3-Hour Boil	C497	\$	160.00	each
Concrete Absorption after 5-Hour Boil	C497, C642	\$	160.00	each
Concrete Absorption after 10-Minute Soak	C497	\$	105.00	each
CLSM Compression	D4832	\$	45.00	each
Concrete Permeability	COE CRD C 48	\$	2,800.00	each
Concrete Chloride Ion Penetration	C1202	\$	750.00	each

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**SCHEDULE OF RATES FOR SERVICES FOR CITY OF LONG BEACH
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MASONRY TESTS

Test	Standard Test Method[†]	Fee		
Masonry Grout Compression	C1019	\$	31.00	each
Masonry Mortar Compression	C942	\$	31.00	each
Masonry Core Compression	CA DSA	\$	70.00	each
Masonry Core Shear	CA DSA	\$	70.00	each
Masonry Prism Compression	C1314	\$	115.00	each
CMU Absorption and Received Moisture	C140	\$	80.00	each
CMU Compression	C140	\$	105.00	each
CMU Dimension Verification	C140	\$	45.00	each
CMU Lineal Shrinkage	C426	\$	250.00	each
Masonry Brick Absorption	C67	\$	85.00	each
CMU/Seg. Retaining Wall Unit Freeze-Thaw		\$	1,750.00	each

ASPHALT TESTS

BINDER TESTS				
Test	Standard Test Method[†]	Fee		
Absolute Viscosity	D2171	\$	220.00	each
Bitumen Penetration	D5	\$	80.00	each
Kinematic Viscosity	D2170	\$	200.00	each
Recovery by Roto-Vapor	D5404	\$	365.00	each
Softening Point, Ring & Ball	D36	\$	105.00	each
Bitumen Recovery by Abson Method	D5404	\$	375.00	each
Ductility of Bitumen	D113	\$	130.00	each
Resilience of AR Binders	D5329	\$	80.00	each

EMULSION TESTS				
Test	Standard Test Method[†]	Fee		
Emulsion Elastic Recovery	D6084, T301	\$	260.00	each
Emulsion Settlement	D6930, T59	\$	235.00	each
Emulsion Sieve Test	D6933, T59	\$	105.00	each
Emulsion Storage Stability	D6930, T59	\$	185.00	each
Emulsion Torsional Recovery	CTM332	\$	160.00	each
Particle Charge	D7402, T59	\$	105.00	each
Residue by Evaporation	D6934, T59	\$	115.00	each
Saybolt Viscosity	D7946, T59	\$	160.00	each

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**SCHEDULE OF RATES FOR SERVICES FOR CITY OF LONG BEACH
AS NEEDED CONSTRUCTION MATERIALS TESTING AND INSPECTION
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ASPHALT TESTS (continued)

MIX PROPERTY TESTS				
Test	Standard Test Method[†]	Fee		
Air Voids Determination (<i>calculation only</i>)	D3203	\$	50.00	each
VMA Determination (<i>calculation only</i>)		\$	55.00	each
VFA Determination (<i>calculation only</i>)		\$	55.00	each
Volumetric Properties (<i>calculation only</i>)		\$	55.00	each
Gradation of Extracted Aggregate	D5444	\$	120.00	each
AC Core Thickness	D3549	\$	15.00	each
AC Content by Extraction	D2172	\$	210.00	each
Hveem Stability	D1560	\$	340.00	each
Hveem Stability without Compaction	D1560	\$	175.00	each
AC Content by Ignition Oven	D6307, T308	\$	150.00	each
AC Ignition Oven Calibration (<i>determination of mix correction</i>)	D6307	\$	315.00	each
AC Moisture Content	T329	\$	55.00	each
AC Content by Nuclear Gauge	D4125	\$	220.00	each
Marshall Stability and Flow (<i>does not include compaction</i>)	D6927	\$	160.00	each
AC Swell	CTM305	\$	110.00	each
AC Core Unit Weight & Thickness	D1188, D2726, D3549	\$	55.00	each
Slurry Seal Wet Track Abrasion	D3910, ISSA TB100	\$	350.00	each

DESIGN AND DENSITY TESTS				
Test	Standard Test Method[†]	Fee		
Centrifuge Kerosene Equivalent	CTM303	\$	250.00	each
Film Stripping	CTM302	\$	130.00	each
Index of Retained Strength	D1075	\$	1,050.00	each
Unit Weight, Gyrotory Method	T312	\$	370.00	each
Unit Weight, Hveem Method	D1561	\$	300.00	each
Unit Weight, Marshall Method	D6926	\$	220.00	each
Maximum Theoretical Specific Gravity	D2041	\$	150.00	each
Moisture Induced Damage	T283	\$	1,470.00	each
Caltrans Tensile Strength Ratio	CTM371	\$	2,200.00	each
Moisture Vapor Susceptibility		\$	300.00	each
Mix Design, Hveem Method W/RAP		\$	7,600.00	each
Mix Design, Hveem Method		\$	5,400.00	each
Mix Design, Marshall Method		\$	3,000.00	each
Mix Design, Superpave Method		\$	6,000.00	each
Caltrans Opt Bitumen Content OGFC	CTM368	\$	1,575.00	each
Hamburg Wheel Track, Set of 2		\$	1,100.00	each

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**SCHEDULE OF RATES FOR SERVICES FOR CITY OF LONG BEACH
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METAL TESTS

BOLT TESTS				
Test	Standard Test Method[†]	Fee		
Bolt Assembly Suite (Bolt, Nut, Washer)*	F606	\$	200.00	each
Bolt Hardness	E18	\$	30.00	each
Bolt Proof Load	F606	\$	40.00	each
Bolt Wedge Tensile	F606	\$	40.00	each
Nut Hardness	E18	\$	30.00	each
Nut Proof Load	F606	\$	40.00	each
Washer Hardness	E18	\$	30.00	each

**An 'assembly' is one bolt, one nut and one washer. The suite consists of a bolt wedge tensile test, bolt and nut proof load tests, and hardness tests on all three pieces.*

METAL TESTS				
Test	Standard Test Method[†]	Fee		
Bend	A370, E290	\$	40.00	each
Rebar Coupler Slippage	A370, CTM 670	\$	140.00	each
Rebar Coupler Tensile	A370, A1034, CTM 670	\$	90.00	each
Rebar Coupler Tensile ≥ 2 Sq. In. CrossSect	A370, A1034, CTM 670	\$	150.00	each
CTM 670 Strain (Elongation)	CTM670	\$	20.00	each
PT Strand Tensile	A370, A1061	\$	150.00	each
Spliced Specimen Tensile	A370, A1034	\$	90.00	each
Tensile < 2.0 Sq. In. Cross-Sect.	A370, E8	\$	90.00	each
Tensile ≥ 2.0 Sq. In. Cross-Sect.	A370, E8	\$	150.00	each
Rockwell Hardness	E18	\$	30.00	each
Macroetch	E381	\$	200.00	each
Charpy Impact, Set of 3 *	A370, A673	\$	315.00	each
Galvanization Thickness	B499, E376	\$	25.00	each
Metal Modulus of Elasticity		\$	80.00	each
Fireproofing Density	E605	\$	55.00	each

**Machining test specimens is not included. Additional fees may be assessed for testing at temperatures other than 40°F.*

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**SCHEDULE OF RATES FOR SERVICES FOR CITY OF LONG BEACH
AS NEEDED CONSTRUCTION MATERIALS TESTING AND INSPECTION
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DIMENSION STONE AND ROOFING MATERIAL TESTS

DIMENSION STONE				
Test	Standard Test Method†	Fee		
Dimension Stone, Absorption/Spec. Grav.	C97	\$	220.00	set/5
Dimension Stone, Compressive Strength	C170	\$	220.00	set/5
Dimension Stone, Flexural Strength	C880	\$	220.00	set/5
Dimension Stone, Modulus Of Rupture	C99	\$	220.00	set/5

ROOFING MATERIAL				
Test	Standard Test Method†	Fee		
Roof Tile Absorption		\$	100.00	each
Roofing, Unit Weight of Surfacing	D2829	\$	100.00	each
Roof Tile Breaking Load	UBC 15-5	\$	50.00	each
Roof Tile, Permeability		\$	150.00	each

MISCELLANEOUS TESTS

MISCELLANEOUS TESTS				
Test	Standard Test Method†	Fee		
Non-Masonry Grout Compression	C579	\$	31.00	each
Hydraulic Ram Calibration		\$	300.00	each
Polymer Composite Materials	D3039	\$	650.00	set/5

SAMPLE PREPARATION

SAMPLE PREPARATION				
Test	Standard Test Method†	Fee		
Rock Sample Preparation	D4543	\$	160.00	each
Sample Crushing		\$	125.00	each
Sample Cutting and Trimming		\$	31.00	each
Sample Mixing and Processing		\$	45.00	each
Sample Preparation		\$	45.00	each
Sample Preparation, per hour		\$	100.00	each
Sample Remolding		\$	80.00	each
Contamination Fee		\$	250.00	each
Sample Disposal Fee		\$	10.00	each

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- Those beginning with T are AASHTO methods.

BASIS OF CHARGES

1. Invoices will be issued on a monthly basis, or upon completion of a project, whichever is sooner. The net amount of invoices is payable on presentation of the invoice. Back up documents to invoices are standard & must be provided.
 2. A two-hour minimum charge will be made for showing up on a project site when the field services were canceled. A two-hour minimum charge will be made for all field services. An eight-hour minimum charge will be made for field services in excess of four hours per day.
 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. Overtime must be preapproved by the Construction Officer.
 4. Certified payroll for prevailing wage projects will be provided only if requested and will be subject to additional charges for administrative time for each pay period.
 5. Kleinfelder routinely disposes of non-environmental and uncontaminated samples after submission of our final report and reserves the right to return environmental sample to client.
 6. Proper disposal or handling of soil boring cuttings, well development and purge waters, decontamination solutions, and other contaminated/potentially contaminated materials is the responsibility of the client. Upon request, Kleinfelder can provide containers for onsite containment and can advise the client regarding proper handling procedures.
 7. The proposed rates will be in effect for 90 days from the proposal date.
 8. Rates can only be changed mutually by contract amendment.
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EXHIBIT “C”

City’s Representative:

Marc Wright, Construction Management

(562) 570-5791

EXHIBIT D

CITY FURNISHED SERVICES

The City will furnish to Consultant all the available records, master plan studies and reports, and any other available information that may be helpful to the Consultant in the performance of its assigned projects or assignments. Additionally, the City will provide:

1. Project management through an assigned Project Manager (PM) as designated by the City Engineer. The City's PM will act as the project focal point.
2. Or otherwise make available upon request, reports, drawings, documents, GIS land base maps, records and other data deemed useful for project development.