

AGREEMENT

30934

THIS AGREEMENT is made and entered, in duplicate, as Aug. 18, 2008 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on August 5, 2008, by and between MOFFATT & NICHOL, a California corporation, with a place of business at 3780 Kilroy Airport Way, Suite 600, Long Beach, California 90806 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires specialized services requiring unique skills to be performed in connection with As-Needed Multi-Discipline Coastal Engineering and Environmental Consulting Services ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has ascertained that Consultant and its employees are qualified, licensed, if so required, and experienced in performing such specialized services; and

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

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

1. SCOPE OF WORK OR SERVICES.

1.1 Consultant shall furnish specialized services more particularly set forth in Exhibit "A" attached to this Agreement and incorporated herein by this reference, in accordance with the standards of the profession, and City shall pay for said services in the manner described below, at the rates or charges shown in Exhibit "B"

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

1 provided that milestones for performance, if any, are met.

2 1.3 Consultant has requested to receive regular payments. City
3 shall pay Consultant within thirty (30) days following receipt from Consultant and approval
4 by City of invoices showing the services or task performed, the time expended (if billing is
5 hourly), and the name of the Project. Consultant shall certify on the invoices that
6 Consultant has performed the services in full conformance with this Agreement and is
7 entitled to receive payment. Each invoice shall be accompanied by a progress report
8 indicating the progress to date of services performed and covered by said invoice,
9 including a brief statement of any Project problems and potential causes of delay in
10 performance, and listing those services that are projected for performance by Consultant
11 during the next invoice cycle. Where billing is done and payment is made on an hourly
12 basis, the parties acknowledge that such arrangement is either customary practice for
13 Consultant's profession, industry, or business, or is necessary to satisfy audit and legal
14 requirements which may arise due to the fact that City is a municipality.

15 1.4 Consultant represents that Consultant has obtained all
16 necessary information on conditions and circumstances that may affect performance
17 hereunder and has conducted site visits, if necessary.

18 1.5 **CAUTION:** Consultant shall not begin work until this
19 agreement has been signed by both parties and until Consultant's evidence of insurance
20 has been delivered to and approved by the City.

21 2. **TERM.** The term of this Agreement shall commence on October 1,
22 2008, and shall terminate on September 30, 2009, unless sooner terminated as provided
23 in this Agreement, or unless the services or the Project is completed sooner.

24 3. **COORDINATION AND ORGANIZATION.**

25 3.1 Consultant shall coordinate performance hereunder with the
26 Maintenance Operations Bureau Manager ("MOB Manager") or his designee. Consultant
27 shall advise and inform MOB Manager of the work in progress on the Project in sufficient
28 detail so as to assist MOB Manager in making presentations and in holding meetings on

1 the Project.

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

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

20 5.1 Commercial general liability insurance (equivalent in scope to
21 ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One Million
22 Dollars (\$1,000,000) per each occurrence and Two Million Dollars (\$2,000,000) general
23 aggregate. Such coverage shall include but not be limited to broad form contractual
24 liability, cross liability, independent contractors liability, and products and completed
25 operations liability. The City, its officials, employees and agents shall be named as
26 additional insureds by endorsement (on City's endorsement form or on an endorsement
27 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
28 shall contain no special limitations on the scope of protection given to the City, its

1 officials, employees and agents.

2 5.2 Workers' Compensation insurance as required by the Labor
3 Code of the State of California and employer's liability insurance in an amount not less
4 than One Million Dollars (\$1,000,000).

5 5.3 Professional liability or errors and omissions insurance in an
6 amount not less than One Million Dollars (\$1,000,000) per claim.

7 5.4 Commercial automobile liability insurance (equivalent in scope
8 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less
9 than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident.

10 Any self-insurance program, self-insured retention, or deductible must be
11 separately approved in writing by City's Risk Manager or designee and shall protect City,
12 its officials, employees and agents in the same manner and to the same extent as they
13 would have been protected had the policy or policies not contained retention or
14 deductible provisions. Each insurance policy shall be endorsed to state that coverage
15 shall not be reduced, non-renewed, or canceled except after thirty (30) days prior written
16 notice to City, and shall be primary and not contributing to any other insurance or self-
17 insurance maintained by City. Consultant shall notify the City in writing within five (5)
18 days after any insurance required herein has been voided by the insurer or cancelled by
19 the insured. If this coverage is written on a "claims made" basis, it must provide for an
20 extended reporting period of not less than one year, commencing on the date this
21 Agreement expires or is terminated, unless Consultant guarantees that Consultant will
22 provide to the City evidence of uninterrupted, continuing coverage for a period of not less
23 than three (3) years, commencing on the date this Agreement expires or is terminated.

24 Consultant shall require that all contractors and subcontractors which
25 Consultant uses in the performance of services hereunder maintain insurance in
26 compliance with this Section unless otherwise agreed in writing by City's Risk Manager or
27 designee. Prior to the start of performance, Consultant shall deliver to City certificates of
28 insurance and required endorsements for approval as to sufficiency and form. In

1 addition, Consultant, shall, within thirty (30) days prior to expiration of the insurance
2 required herein, furnish to City certificates of insurance and endorsements evidencing
3 renewal of such insurance. City reserves the right to require complete certified copies of
4 all policies of Consultant and Consultant's contractors and subcontractors, at any time.
5 Consultant shall make available to City's Risk Manager or designee all books, records
6 and other information relating to the insurance coverage required herein, during normal
7 business hours.

8 Any modification or waiver of the insurance requirements herein shall only
9 be made with the approval of City's Risk Manager or designee. Not more frequently than
10 once a year, the City's Risk Manager or designee may require that Consultant,
11 Consultant's contractors and subcontractors change the amount, scope or types of
12 coverages required herein if, in his or her sole opinion, the amount, scope, or types of
13 coverages herein are not adequate. The procuring or existence of insurance shall not be
14 construed or deemed as a limitation on liability relating to Consultant's performance or as
15 full performance of or compliance with the indemnification 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 hereunder, or any
21 interest herein, or any portion hereof, without the prior approval of City, except that
22 Consultant may with the prior approval of the City Manager of City, assign any moneys
23 due or to become due the Consultant hereunder. Any attempted assignment or
24 delegation shall be void, and any assignee or delegate shall acquire no right or interest
25 by reason of such attempted assignment or delegation. Furthermore, Consultant shall
26 not subcontract any portion of the performance required hereunder without the prior
27 approval of the City Manager or designee, nor substitute an approved subcontractor
28 without said prior approval to the substitution. Nothing stated in this Section 6 shall

1 prevent Consultant from employing as many employees as Consultant deems necessary
2 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 hereunder and the interests of such other client. And, Consultant shall obtain similar
8 certifications 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 hereunder.

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

23 10. TERMINATION. Either party shall have the right to terminate this
24 Agreement for any reason or no reason at any time by giving thirty (30) calendar days
25 prior notice to the other party. In the event of termination under this Section, City shall
26 pay Consultant for services satisfactorily performed and costs incurred up to the effective
27 date of termination for which Consultant has not been previously paid. The procedures
28 for payment in Section 1.3 with regard to invoices shall apply. On the effective date of

1 termination, Consultant shall deliver to City all Data developed or accumulated in the
2 performance of this Agreement, whether in draft or final form, or in process. And,
3 Consultant acknowledges and agrees that City's obligation to make final payment is
4 conditioned on Consultant's delivery of the Data to the City.

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

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

20 13. ADDITIONAL COSTS AND REDESIGN.

21 13.1 Any costs incurred by the City due to Consultant's failure to
22 meet the standards required by the Scope of Work or Consultant's failure to perform fully
23 the tasks described in the Scope of Work which, in either case, causes the City to
24 request that Consultant perform again all or a part of the Scope of Work shall be at the
25 sole cost of Consultant and City shall not pay any additional compensation to Consultant
26 for such re-performance.

27 13.2 If the Project involves construction and the scope of work or
28 services requires Consultant to prepare plans and specifications with an estimate of the

1 cost of construction, then Consultant may be required to modify the plans and
2 specifications, any construction documents relating to the plans and specifications and
3 Consultant's cost estimate. However, any estimates of construction costs prepared by
4 Consultant for city with respect to projects represent Consultant's best judgment as a
5 professional familiar with the construction industry. It is recognized further that
6 Consultant has no control over the cost of labor, materials or equipment, over the
7 construction subcontractor's methods of determining bid prices, or over competitive
8 bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not
9 warrant or represent that bids or negotiated prices for the construction of the project will
10 not vary from City's project budget or from any estimate of construction costs or
11 evaluation prepared or agreed to by Consultant.

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

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

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

23 17. INDEMNITY. Consultant shall, with respect to services performed in
24 connection with this Agreement, indemnify and hold harmless the City, its Boards,
25 Commissions, and their officials, employees and agents (collectively in this Section,
26 "City") from and against any and all liability, claims, demands, damage, loss, causes of
27 action, proceedings, penalties, costs and expenses (including attorney's fees, court
28 costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims

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

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

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

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

1 It is the policy of City to encourage the participation of Disadvantaged,
2 Minority and Women-owned Business Enterprises in City's procurement process, and
3 Consultant agrees to use its best efforts to carry out this policy in its use of
4 subconsultants and contractors to the fullest extent consistent with the efficient
5 performance of this Agreement. Consultant may rely on written representations by
6 subcontractors regarding their status. Consultant shall report to City in May and in
7 December or, in the case of short-term agreements, prior to invoicing for final payment,
8 the names of all subconsultants and contractors hired by Consultant for this Project and
9 information on whether or not they are a Disadvantaged, minority or Woman-owned
10 Business Enterprise, as defined in Section 8 of the Small Business Act 915 U.S.C. Sec.
11 637).

12 21. NOTICES. Any notice or approval required hereunder by either
13 party shall be in writing and personally delivered or deposited in the U.S. Postal Service,
14 first class, postage prepaid, addressed to Consultant at the address first stated herein,
15 and to the City at 333 West Ocean Boulevard, Long Beach, California 90802, Attention:
16 City Manager, with a copy to the Maintenance Operations Bureau Manager at 7600 E.
17 Spring Street, #C, Long Beach, CA 90815. Notice of change of address shall be given in
18 the same manner as stated herein for other notices. Notice shall be deemed given on
19 the date deposited in the mail or on the date personal delivery is made, whichever occurs
20 first.

21 22. COPYRIGHTS AND PATENT RIGHTS.

22 22.1 Consultant shall place the following copyright protection on all
23 Data: © City of Long Beach, California _____, inserting the appropriate year.

24 22.2 City reserves the exclusive right to seek and obtain a patent
25 or copyright registration on any Data or other result arising from Consultant's
26 performance of this Agreement. By executing the Agreement, consultant assigns any
27 ownership interest Consultant may have in the Data to the City.

28 22.3 Consultant warrants that the Data does not violate or infringe

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

6 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
7 that 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
9 fee, commission, or other monies based on or from the award of this Agreement. If
10 Consultant breaches this warranty, City shall have the right to terminate this Agreement
11 immediately notwithstanding the provisions of Section 10 hereof or, in its discretion, to
12 deduct from payments due under this Agreement or otherwise recover the full amount of
13 such fee, commission, or other monies.

14 24. WAIVER. The acceptance of any services or the payment of any
15 money by City shall not operate as a waiver of any provision of this Agreement, or of any
16 right to 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
20 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
21 17, 19 and 27 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 Form 1099-
24 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
25 resulting from payments under this Agreement. Consultant's Employer Identification
26 Number is [REDACTED]. If Consultant has a Social Security Number rather than
27 an Employer Identification Number, then Consultant shall submit that Social Security
28 Number in writing to City's Accounts Payable, Department of Financial Management.

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
4 officials or employees in any advertising or solicitation for business, nor as a reference,
5 without the prior approval of the City Manager or designee.

6 28. AUDIT. City shall have the right at all reasonable times during the
7 term of this Agreement and for a period of five (5) years after termination or expiration of
8 this Agreement to examine, audit, inspect, review, extract information from, and copy all
9 books, 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 hereto have caused this document to
14 be duly executed with all formalities required by law as of the date first stated herein.

15 MOFFATT & NICHOL, a California corporation

16 August 18, 2008

17 By: Michael J. McCarty

18 Name: MICHAEL J. MCCARTHY

19 Title: VICE PRESIDENT

20 By: [Signature]

21 Name: Timothy J. Relloso

22 Title: SR V.P.

23 "Consultant"

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CITY OF LONG BEACH, a municipal corporation

Oct. 17, 2008

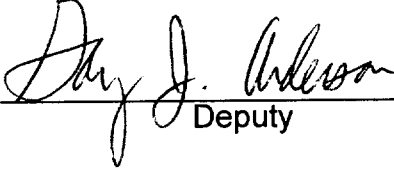
By:  Assistant City Manager
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"City"

This Agreement is approved as to form on October 2, 2008.

ROBERT E. SHANNON, City Attorney

By: 
Deputy

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

GJA:ikm A08-02092
MOFFATT & NICHOL

Appendix A

Scope of Services

As-Needed Multi-Discipline Coastal Engineering and Environmental Consulting Firm inclusive of Architecture, Civil Engineering, and Other Professional Consulting Services

A. PROJECT DESCRIPTION AND OVERVIEW

The City of Long Beach desires to engage the services of a multi-discipline engineering firm or firm team to provide civil and coastal engineering and other professional consulting services in accordance with the "Basic Services" and "Types of Services" identified below. The work resulting from this solicitation is likely to be multi-disciplinary. It may include investigations, and analyses of existing waterfront facilities, coastal environmental features, and upland freshwater systems; preparation of planning documents and feasibility studies; maintenance, operation and management plans for environmentally sensitive areas; engineering analysis, preliminary and final design of waterfront and coastal features; preparation of engineering cost estimates; preparation of technical specifications and bid documents; preparation of design and construction schedules; project management; and design and support services during construction.

Specific projects to be included in the required consultant work cannot be definitively identified at this point under this As-Needed RFQ/RFP. A number of different types of projects may be undertaken by the consultant. Projects may include but are not limited to selected projects similar to those described below and are typically pertinent to Parks and Recreation and Marine facilities, marinas, beaches, waterways and inland ecological habitats and lakes.

B. BASIC SERVICES

1. Design Services

- Review and apply City standards for designs.
- Prepare plans, specifications, and cost estimates (PS&E's).
- Apply for and acquire required project permits including those required by regulatory agencies
- Meet and coordinate with City representatives and other consultants for design reviews and approvals.

- Prepare and submit for review and approval plans and specifications. Plans shall be produced in AutoCAD, 2006 version or newer. Specifications shall be produced in current CSI format as modified by the City of Long Beach.
- Prepare and submit professional and current cost estimates appropriate for the various projects.
- Provide stamped and signed plan originals, calculations, and specifications by appropriately licensed California engineers and architects.

2. Bidding Services

- Assist in preparing bid documents
- Attend and participate in pre-bid meetings
- Assist in preparing addenda items

3. Design Services During Construction

- Attend pre-construction meetings; answer questions
- Review contractor material submittals and shop drawings
- Attend field meetings and visit construction sites pursuant to addressing construction issues.
- Respond to contractor's Requests For Information in a timely fashion.
- Assist in managing Change Order Requests.
- Prepare Record Drawings of As-built project construction.
- Assist City with warranty-related work or other construction deficiencies.

TYPES OF SERVICES – SUMMARY

Architectural Design

- Building Architecture
- Landscape Architecture

Engineering Design

- Civil Engineering
- Coastal Engineering
- Facility Electrical Engineering
- Structural Engineering
- Facility Mechanical Engineering
- Geotechnical Engineering

Other Professional Services

- Dredge Program Support
- Biological Assessments
- Habitat Restoration, Planning and Design
- Regulatory Compliance Support
- Surveying
- Construction Support Services

TYPES OF SERVICES – DETAILED

1. Architectural Engineering Services may include but are not limited to:

BUILDING ARCHITECTURE

- Additions and renovations of existing buildings and facilities.
- City park designs including athletic courts and facilities, play equipment and lots, conventional and pre-fabricated restrooms, shades structures, picnic tables and benches, amphitheaters, swimming pool designs and renovations, etc.
- Design to an aesthetic standard that is an asset to the City.
- ADA compliancy as per the American Disabilities Act of 1990 and applicable California ADA Guidelines and the City of Long Beach ADA Transition Plan.

LANDSCAPE ARCHITECTURE

- Landscape Design/Landscape Maintenance Design
- Irrigation Design

2. Civil and Coastal Engineering Services include but are not limited to:

- Demolition of structures and facilities and removal of existing improvements and infrastructure.
- Site developments, grading and earthwork plans, etc.
- Pavements and parking lots, standard and ADA parking stalls, and ADA curb ramp designs.
- Exterior walkways, stairways, and handrails including ADA accessible paths of travel.
- Underground Utility coordination.
- Facility and site water supply and distribution systems designs.
- Site storm water drainage designs including underground catch basins, curbs and gutters, underground pipelines, etc.
- Erosion studies, beach nourishment studies, wetland delineations, marine biological studies, water quality studies, etc.

3. Structural Engineering Services may include but are not limited to:

- Design repairs and modifications to existing structural systems and elements.
- City park structures including shade structures, restrooms, etc.
- Retaining walls and slope barriers.
- Waterfront structures, seawalls, marinas, piles, revetments, etc.

4. Geotechnical Engineering Services may include but are not limited to:

- Geotechnical field investigations, exploration, testing, and instrumentation including borings and cone penetrometer tests.
- Laboratory testing.
- Preparation of Geotechnical Reports including recommendations for:
 - ◆ Site Grading and site clearing
 - ◆ Building foundation designs including spread and pile designs
 - ◆ Pavement design
 - ◆ Compacted fill designs including geotextiles
 - ◆ Soil classification
 - ◆ Slope stability and protection
 - ◆ Seismic stability of buildings and structures
 - ◆ Liquefaction
- Earth retaining structures including MSE wall designs.
- Geogrid and Geotextile designs.

5. Facility Electrical Engineering Services include but are not limited to:

- Calculation of electrical loads, including coordination for coincidental and noncoincidental loads, load shedding, short circuit calculations, and voltage drop calculations
- Prepare electrical site layout plans including wiring and grounding systems layouts, details, and properly sizing of wiring for current carrying and ground wiring
- Preparation of single line electrical diagrams
- Prepare electrical lighting and application designs
- Prepare electrical feasibility studies for facilities

6. Facility Mechanical Engineering Services include but are not limited to:

- Plumbing plans including all pipes and piping materials, plumbing equipment and fixtures, riser diagrams for waste and vent, cold and hot water piping, gas piping plans, regulator, backflow prevention devices, gas earthquake shut-off valves, water meter, plumbing hydraulic calculations, etc.
- Fire protection plans including hydraulic calculations showing all piping materials, sizes, and fire protection devices, etc.
- Storm drain designs

- Prepare mechanical feasibility studies.

7. Other Professional Services include but are not limited to:

DREDGE PROGRAM SUPPORT

- Hydrographic surveys
- Water quality monitoring
- Sediment sampling analysis
- Biological assessments
- Sediment disposal planning
- Permit acquisition
- Regulatory compliance support
- Dredge plans and specifications

BIOLOGICAL ASSESSMENT

- Habitat Assessments
 - ◆ Flora
 - ◆ Fauna

HABITAT RESTORATION PLANNING AND DESIGN

- Restoration Planning
- Conceptual Plans
- Cost Estimates
- Maintenance Plans
- BMP's

REGULATORY COMPLIANCE SUPPORT

- Permitting
- Reporting
- Monitoring

SURVEYING

- Topographic Surveys
- Hydrographic Surveys
- Underwater Assessments
- Facility Surveys

CONSTRUCTION SUPPORT SERVICES

- Contractor supervision
- Construction administration
- Response to RFI's, RCO's, etc.
- Response to submittals
- Post-Design
- Attend meetings

E. CITY RESPONSIBILITIES

- Provide a designated City Project Manager and/or Capital Project Coordinator who will act as the project focal point.
- Provide or make available upon request, reports, drawings, documents, GIS land base maps, records and other data deemed useful for project development.
- Advertise for bids, review bids and award contracts.
- Administer contracts.

F. MISCELLANEOUS

- Drafting shall be performed on AutoCAD 2004 version or newer, in the office of the Consultant, and conform to City standards.
- All plans, diskettes/CDs and other documents prepared by the Consultant on behalf of the City shall become the sole property of the City of Long Beach.
- The City shall pre-approve the Consultant proposed Project Manager, a/k/a Consultant's proposed main and active project representative (CR), by review of his or her resumes. If after a period of time, the City is not satisfied with the work of progress of the CR, another CR shall be furnished. The CR, once selected, shall not be replaced, unless approved by the City.
- Engineering and architectural plans, details and calculations shall be based on appropriate usages of the current California Building Code, Uniform Building Code (UBC), Standard specifications for Public Works construction (Greenbook), CCR Title 24, California Access Code, American with Disabilities Act of 1990, U.S. Green Building Council, National Electrical Code (NEC), Uniform Mechanical Code (UMC), National Fire Protection Association (NFPA), and any and all other applicable local, county, state and federal codes, standards, guidelines, and regulations. Proposers shall possess current and appropriate engineering and architectural licenses to be deemed qualified to perform the services outlined in this scope of work.



RATE SCHEDULE FOR PROFESSIONAL SERVICES

Effective July 6, 2008 Until Revised

	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
PROFESSIONALS	Supervisory Engineer/Scientist	\$ 215.00
	Senior Engineer/Scientist	\$ 197.00
	Engineer/Scientist III	\$ 186.00
	Engineer/Scientist II	\$ 165.00
	Engineer/Scientist I	\$ 143.00
	Staff Engineer/Scientist	\$ 115.00
TECHNICIANS	Senior Technician	\$ 161.00
	Designer	\$ 149.00
	CADD II	\$ 123.00
	CADD I	\$ 96.00
CLERICAL	Word Processing	\$ 91.00
	General Clerical	\$ 76.00
SPECIAL	Principal Engineer/Scientist	\$ 243.00
	Court Appearances	\$ 315.00

REIMBURSABLE EXPENSES (Unless Otherwise Provided in Written Agreement)

Subcontracts or Outside Services		Cost +10%
Reproductions	-In House	
	Mylar Plots (B/W)	\$2.00/SF
	Color Plots	\$4.00/SF
	Vellum Plots (B/W)	\$1.00/SF
	Bond Plots (B/W)	\$0.50/SF
	Drawing Reproduction	Cost +15%
	Document Reproduction	\$0.10/sheet
	-Outside Reproduction	Cost +15%
Travel	Company Auto	Prevailing IRS
	Rental Vehicle	Cost
	Airfare	Cost
	Meals and Lodging	Cost