

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
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AGREEMENT

29893

THIS AGREEMENT is made and entered, in duplicate, as of October 11, 2006 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 10, 2006, by and between NINYO & MOORE, GEOTECHNICAL CONSULTANTS, a California corporation, with a place of business at 475 Goddard, Suite 200, Irvine, California 92618 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with As-Needed Environmental Surveys and Certified Material Testing and Inspection Services ("Project"); and

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

WHEREAS, City desires to have Consultant perform these 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.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed \$1,200,000, at the rates or charges shown in Exhibit "A".

~~B.~~ Consultant may select the time and place of performance for these services; provided, however, that access to City documents, records and the like, if needed

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

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

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

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

22 2. TERM. The term of this Agreement shall commence at midnight on
23 November 15, 2006, and shall terminate at 11:59 p.m. on November 14, 2009, unless
24 sooner terminated as provided in this Agreement, or unless the services or the Project is
25 completed sooner.

26 3. COORDINATION AND ORGANIZATION.

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

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

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

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

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

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

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

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

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

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

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

1 unless Consultant guarantees that Consultant will provide to City evidence of
2 uninterrupted, continuing coverage for a period of not less than three (3) years,
3 commencing on the date this Agreement expires or is terminated.

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

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

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

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

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

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

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

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

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

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

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

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

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

27 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

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

21 16. 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 17. INDEMNITY. Consultant shall, with respect to services performed in
25 connection with this Agreement, indemnify and hold harmless City, its Boards,
26 Commissions, and their officials, employees and agents (collectively in this Section, "City")
27 from and against any and all liability, claims, demands, damage, loss, causes of action,
28 proceedings, penalties, costs and expenses (including attorney's fees, court costs, and

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

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

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

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

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1 compensation; and selection for training, including apprenticeship.

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

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

20 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

27 C. Consultant warrants that the Data does not violate or infringe any patent,
28 copyright, trade secret or other proprietary right of any other party. Consultant agrees to

1 and shall protect, defend, indemnify and hold City, its officials and employees harmless
2 from any and all claims, demands, damages, loss, liability, causes of action, costs or
3 expenses (including reasonable attorney's fees) whether or not reduced to judgment,
4 arising from any breach or alleged breach of this warranty.

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

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

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

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

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1 Consultant provides one of these numbers.

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


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

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


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

NINYO & MOORE, GEOTECHNICAL
CONSULTANTS, a California corporation

14
15 November 6, 2006

16 By 
17 President
Avram Ninyo
(Type or Print Name)

18 November 6, 2006

19 By 
20 Asst. Secretary
Margot Graves
(Type or Print Name)

"Consultant"

CITY OF LONG BEACH

22 December 21, 2006

23 By 
City Manager

"City"

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

26 ROBERT E. SHANNON, City Attorney

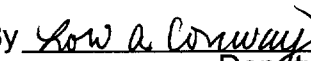
27 By 
28 Deputy

EXHIBIT "A"

SCOPE OF WORK

**EFFECTIVE NOVEMBER 15, 2006
 SCHEDULE OF FEES**

HOURLY CHARGES FOR PERSONNEL

Project Manager	\$ 154
Principal Engineer/Geologist/Environmental Scientist.....	\$ 154
Senior Engineer/Geologist/Environmental Scientist	\$ 148
Senior Project Engineer/Geologist/Environmental Scientist.....	\$ 145
Project Engineer/Geologist/Environmental Scientist	\$ 142
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 128
Staff Engineer/Geologist/Environmental Scientist	\$ 120
GIS Analyst.....	\$ 120
Field Operations Manager.....	\$ 95
Supervisory Technician.....	\$ 86
Nondestructive Examination Technician, UT, MT, LP	\$ 85
Senior Field/Laboratory Technician	\$ 79
Field/Laboratory Technician.....	\$ 79
ACI Concrete Technician	\$ 79
Concrete/Asphalt Batch Plant Inspector	\$ 79
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)	\$ 79
Technical Illustrator/CAD Operator	\$ 78
Geotechnical/Environmental/Laboratory Assistant.....	\$ 66
Information Specialist.....	\$ 66
Data Processing, Technical Editing, or Reproduction	\$ 58

OTHER CHARGES

Expert Witness Testimony	\$ 300 /hr
Concrete Coring Equipment (includes one technician)	\$ 145 /hr
PID/FID Usage	\$ 120 /day
Anchor load test equipment (includes technician)	\$ 89 /hr
Hand Auger Equipment.....	\$ 55 /day
Inclinometer Usage	\$ 32 /hr
Vapor Emission Kits	\$ 30 /kit
Level D Personal Protective Equipment (per person per day).....	\$ 25 /p/d
Rebar Locator (Pachometer)	\$ 22 /hr
Nuclear Density Gauge Usage	\$ 12 /hr
Field Vehicle Usage	\$ 10 /hr
Direct Project Expenses	At Cost
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

- It is acknowledged and understood that this rate schedule cannot be changed without the consent of the City of Long Beach.
- For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 2-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

INVOICES

Invoices will be submitted either on a deliverable completion basis or monthly and are due upon receipt following acceptance and approval of the City of Long Beach.

Appendix A

Scope of Services

AS-NEEDED CERTIFIED ENVIRONMENTAL SURVEYS AND MATERIALS TESTING AND INSPECTION SERVICES FOR PUBLIC WORKS FACILITIES PROJECTS

A. PROJECT DESCRIPTION AND OVERVIEW

The City of Long Beach, acting through its Department of Public Works, desires to engage the services of one or more Professional Engineering Firms to provide Environmental Surveys, Certified Materials Testing and Inspection Services and on an "as-needed" basis for Public Works facilities and improvement projects. The approximate term of Services is anticipated between August of 2006 and July of 2009.

B. BACKGROUND & BASIC SERVICES

This RFQ/RFP is intended to procure as-needed professional services consisting of environmental surveys and materials testing and inspection services that includes but is not limited to the following:

B1.1 ENVIRONMENTAL SURVEY SERVICES

- 1.1.1 **Asbestos and Lead-based Paint Surveys** – Provide certified services for the following: Pre-demolition asbestos and lead-based paint surveys using appropriate means and methods. Work shall also include abatement specifications, abatement design and monitoring, operations and maintenance plans, and laboratory analyses. Work shall follow applicable CalOSHA, California Department of Health Services, and Environmental Protection Agency (EPA) guidelines, requirements, and standards.
- 1.1.2 **Abatement Monitoring** – Provide effective certified abatement monitoring services on building and facility projects as determined

requiring. Work shall follow applicable State and Federal guidelines and requirements including CalOSHA and the EPA.

1.1.3 **Air Quality** – Provide certified services for air pollution equipment permitting and indoor air quality evaluations.

1.1.4 **Environmental Sampling and Testing** – Provide certified services for environmental sampling and testing of soil, water, and other materials as determined requiring. Sampling and testing shall be in compliance with standards established by the EPA and other regulatory agencies. Soil testing may include analysis for suitability for landscaping and planting.

B1.2 CERTIFIED MATERIAL TESTING LABORATORY SERVICES

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

B1.3 INSPECTION SERVICES

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

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

1.3.2 **Special Inspection** – Provide continuous or periodic deputy inspection services as required by code. Special 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, structural observations, and special cases as required by the Building Official. 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.

C. CITY RESPONSIBILITIES

1. Provide client side project management as designated by the Manager, Administration, Planning and Facilities Bureau, Project Management Officer, Senior Civil Engineer, or other appropriate Public Works manager.
2. Provide coordination to avoid interfering with other City construction projects and/or major events.

D. MISCELLANEOUS/CONSULTANT'S LEAD REPRESENTATIVE

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

EXHIBIT “B”

THE CITY’S REPRESENTATIVE

The City’s representative will be Linden Nishinaga

EXHIBIT "C"

MATERIALS FURNISHED BY THE CITY

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

EXHIBIT “D”

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

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Disabled Veteran Business Enterprises (DBEs, MBEs, WBEs, LBBEs, and DVBEs) to compete successfully in supplying our needs for products and services.

Please visit <http://www.longbeach.gov/diversity> for more information on the City’s Diversity Outreach Program.