

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

 ORIGINAL

AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of December 21, 2016, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on December 20, 2016, by and between GROUP DELTA CONSULTANTS, INC., a California corporation ("Consultant"), with a place of business at 370 Amapole Avenue, Suite 212, Torrance, California 90501, 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 construction materials 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 One Million Dollars (\$1,000,000), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one fiscal year shall be contingent upon the City Council of the City appropriating the

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

GROUP DELTA CONSULTANTS, INC., a California corporation

_____, 2017

By _____
Name MICHAEL LEADER
Title CEO

_____, 2017

By _____
Name SARAYAR CHANBARI
Title PRESIDENT

"Consultant"

CITY OF LONG BEACH, a municipal corporation

Jan. 23, 2017

By _____
City Manager
Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

"City"

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

CHARLES PARKIN, City Attorney

By _____
Deputy

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.

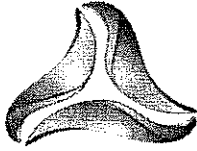
INSPECTION SERVICES

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



GROUP DELTA

**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)
Project Assistant/Dispatch/Admin	\$80
Field Technician / Inspector	\$108
Laboratory Manager	\$140
Quality Control Manager	\$155
Project / Engineer Manager	\$175
Senior Engineer	\$185

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.

**SAMPLE 2017-2020 SCHEDULE OF RATES AND CHARGES
FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES CITY OF LONG BEACH**

SOIL TESTS

SOIL DENSITY TESTS

Test	Invoice Name	Test Method	Price
Standard Proctor, 4" Mold	STANDARD PROCTOR, 4"	D698, T99	\$220
Standard Proctor, 6" Mold	STANDARD PROCTOR, 6"	D698, T99	\$225
Modified Proctor, 4" Mold	MODIFIED PROCTOR, 4"	D1557, T180	\$220
Modified Proctor, 6" Mold	MODIFIED PROCTOR, 6"	D1557, T180	\$225
Proctor Check Point	PROCTOR CHECK POINT	T272	\$90
Proctor Oversize Correction	PROCTOR CORR OVRSZ	D4718	\$75
Treated Soil Proctor	TREATED SOIL PROCTOR	D558	\$265
Minimum/Maximum Relative Density	MIN-MAX REL DENS	D4352, D4253	N/A
Moisture/Density, TEX 113-E	MOIST DENS TEX 113-E	TEX113-E	N/A
Moisture/Density, TEX 114-E	MOIST DENS TEX 114-E	TEX114-E	N/A
California Impact, CTM 216, Dry Method	CTM 216, DRY	CTM216	N/A
California Impact, CTM 216, Wet Method	CTM 216, WET	CTM216	\$210

SOIL CLASSIFICATION AND INDEX TESTS

Test	Invoice Name	Test Method	Price
Visual Classification	CLASSIFICATN,	D2488	\$105
Sieve Analysis, % Finer than 200 Sieve	VISUAL SIEVE	C117, D1140	\$120
Sieve Analysis, Fine	SIEVE ANALYSJS, F	C136, D422, D6913	\$105
Sieve Analysis, Coarse	SIEVE ANALYSJS, C	C136, D422, 06913	\$225
Sieve Analysis, Coarse and Fine	SIEVE ANALYSIS, C&F	C136, 0422, 06913	\$210
Hydrometer Analysis	HYDROMETER ANALYSIS	0422	\$210
Water Content	WATER CONTENT	02216, 04643	\$30
Water Content and Dry Unit Weight	WATER/DENSITY, SOIL	D2216, D2937, D7263	\$45
Atterberg Limits, Single Point	ATTERBERG, ONE PT.	D4318-Method B	\$115
Atterberg Limits, Multiple Point	ATTERBERG, MULTI PT.	04318-Method A	\$165
Atterberg Limits, Liquid Limit Only	LIQUID LIMIT ONLY	04318	N/A
Soil Specific Gravity	SOIL SPEC. GRAV.	D854	\$120
Soil Organic Content	SOIL ORGANIC CONTENT	02974-Method C	N/A
Pinhole Dispersion Classification	PINHOLE DISPERSION	04647	N/A
Soil pH	SOIL PH	04972, G51	\$45
Soil Resistivity	SOIL RESISTIVITY	G187	\$90
Chloride Content	CHLORIDE CONTENT		\$65
Sulfate Content	SULFATE CONTENT		\$105

SOIL BEARING PRESSURE TESTS

Test	Invoice Name	Test Method	Price
California Bearing Ratio, Single Point	CBR, 1 POINT.	01883	\$480
California Bearing Ratio, 3 Points *	CBR, 3 POINTS	01883	\$720
Resistance R-Value	R-VALUE	02844	\$330
Resistance R-Value of Treated Material	R-VALUE, TREATED	02844	\$390
Rock Correction for R-Value	R-VALUE, ROCK CORR.	02844	\$75
Stabilized Soil UC Strength, 1 Point	STABIL. SOIL UC PT.	01633, 05102	\$215
Stabilized Soil UC Strength, Set of 3	STABIL. SOIL UC SET	D1633, D5102	\$645

*Note: Does not include Proctor Values

**SAMPLE 2017-2020 SCHEDULE OF RATES AND CHARGES
FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES CITY OF LONG BEACH**

SOIL TESTS (continued)

SOIL BEARING PRESSURE TESTS

Test	Invoice Name	Test Method	Price
CTM 373, 1 Lime Content, w/o Opt. Moist.	CTM 373, CHECK POINT	CTM373	N/A
CTM 373, 1 Lime Content	CTM 373, 1 LIME %	CTM373	N/A
CTM 373, 3 Lime Contents	CTM 373, 3 LIME %'S	CTM373	N/A
Eades and Grim Test (Opt. Lime Content)	EADES AND GRIM TEST	C977	N/A
Resilient Modulus	RESILIENT MODULUS	T307	N/A

SOIL STRENGTH AND PERMEABILITY TESTS

Test	Invoice Name	Test Method	Price
Unconfined Compressive Strength	UNCONFINED COMP STR.	D2166	\$215
Direct Shear, 1 Point	DIRECT SHEAR, 1PT.	D3080	N/A
Direct Shear, 3 Points	DIRECT SHEAR, 3PTS.	D3080	\$265
Consolidation without Time Rate Plots	CONSOL. W/0 TR CONSOL.	D2435	\$265
Consolidation with 2 Time Rate Plots	W/2TR CONSOL. ALL TR	D2435	\$365
Consolidation, All Loads with Time Rates	CONSOL.ADD.REBOUND	D2435	\$365
Consolidation, Additional Rebound	COLLAPSE POTENTIAL	D2435	N/A
Collapse Potential	ONEDIM FREE SWELL	D5333	\$145
One Dimensional Free Swell	ONEDIM SWELL% HEAVE	D4546	\$235
One Dimensional Swell, Percent Heave	ONEDIMSWELL W/CONSOL	D4546	N/A
One Dimensional Swell with Consolidation	EXPANSION INDEX	D4546	N/A
Expansion Index	DENVER SWELL TEST	D4829	\$170
Denver Swell Test	PERMEABILITY, RIGID		N/A
Permeability, Rigid Wall	PERMEABILITY, FLEX	02434	\$395
Permeability, Flexible Wall	TRIAx, CU, 1 P O I N T	05084-Method C	\$540
Triaxial Shear, CU, 1 Point	TRIAx, CU, 3 P O I N T S	04767	Quote
Triaxial Shear, CU, 3 Points	TRIAx, UU, 1 P O I N T TRIAX,	D4767	Quote
Triaxial Shear, UU, 1 Point	UU, 3 P O I N T S TRIAX, UU	D2850	Quote
Triaxial Shear, UU, 3 Points	SAT, 1 P O I N T TRIAX, UU	D2850	Quote
Triaxial Shear, UU Saturated, 1 Point	SAT, 3 P O I N T S	D2850-Modified	Quote
Triaxial Shear, UU Saturated, 3 Points	TRIAx, TEX117E-PART I	D2850-Modified	Quote
Triaxial Test, TEX117E, Part I	TRIAx, TEX117E-PART II	TEX117E	Quote
Triaxial Test, TEX117E, Part II	R C T S	TEX117E	Quote
Resonant Column Torsional Shear	SOLUBILITY, ACID		Quote
Acid Solubility	AG AIR DEGRADATION	AWWA 8100	Quote
Air Degradation	AG ASR RE/ACT., LONG AG	ITD T15	Quote
ASR Reactivity, Long Method	REACT., ASR SHORT	C227, C1293	Quote
ASR Reactivity, Short method	AG CLAY LUMP/FRIABLE AG	C1260, C1567	Quote
Clay Lumps and Friable Particles, per sz *	CLEANNESS VALUE AG	C142	\$120
Cleanness Value	COARSE DURABILITY AG	CTM227	\$145
Coarse Durability		D3744	\$135
Fine Durability	FINE DURABILITY	D3744	\$115

SAMPLE 2017-2020 SCHEDULE OF RATES AND CHARGES
FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES CITY OF LONG BEACH

AGGREGATE TESTS
(continued)

Test	Invoice Name	Test Method	Price
Coarse Specific Gravity & Absorption	AG COARSE SPG/ABSORP	C127	\$105
Fine Specific Gravity & Absorption	AG FINE SPG/ABSORP	C128	\$165
Flat and Elongated Particles, per size*	AG FLAT&ELONG/SIZE	D4791	\$105
Fractured Faces, per size*	AG FRACT. FACES/SIZE	D5821	\$110
Lightweight Pieces **	AG LIGHTWT. PIECES	C123	\$150
Los Angeles Abrasion, Large Aggregate	AG LA ABRASION, LG	C535	\$265
Los Angeles Abrasion, Small Aggregate	AG LA ABRASION, SM	C131	\$240
Mortar Sand Strength	AG MORTAR SAND STR.	C87, CTM515	N/A
Organic Impurities	AG ORGANIC IMPURITES	C40	\$90
Potential Reactivity (Chem. Method)	AG ASR. REACT, CHEM.	C289	Quote
Sand Equivalent, 1 point	AG SAND EQUIV., 1PT.	D2419	N/A
Sand Equivalent, 3 points	AG SAND EQUIV., 3PT.	D2419	\$115
Sieve Analysis, % Finer than 200 Sieve	SIEVE ANALYSIS, -200	C117, D1140	\$105
Sieve Analysis, Fine	SIEVE ANALYSIS, F	C136, D422, D6913	\$120
Sieve Analysis, Coarse	SIEVE ANALYSIS, C	C136, D422, D6913	\$105
Sieve Analysis, Coarse and Fine	SIEVE ANALYSIS, C&F	C136, D422, D6913	\$225
Soundness of Aggregate, per size *	AG SULFATE SOUND/SZ.	C88	\$150
Unit Weight	AG UNIT WEIGHT	C29	\$105
Water Content	WATER CONTENT	D2216, C566	\$30
Texas Wet Ball Mill	TX WET BALL MILL	TEX116E	N/A

ROCK TESTS

Test	Invoice Name	Test Method	Price
Dimension Stone, Absorption/Spec. Grav.	DIM STONE-ABS/SPG	C97	Quote
Dimension Stone, Compressive Strength	DIM STONE-COMPRESS	C170	Quote
Dimension Stone, Flexural Strength	DIM STONE-FLEX STR	C880	Quote
Dimension Stone, Modulus Of Rupture	DIM STONE-MD OF RUP	C99	Quote
Direct Shear, 1 Point	ROCK DIR. SHEAR, 1PT	D5607	Quote
Direct Shear, 3 Points	ROCK DIR. SHEAR, 3PT	D5607	Quote
Direct Shear, 5 Points	ROCK DIR. SHEAR, 5PT	D5607	Quote
Mohs Hardness Point	ROCK MOHS HARDNESS		Quote
Load Index Point	ROCK PT LOAD INDEX	D5731	Quote
Load, Set of 10	ROCK PT LOAD SET/10	D5731	Quote
Slake Durability	ROCK SLAKE DURABIL.	D4644	Quote
Splitting Tensile Strength	ROCK SPLIT. TENSILE	D3967	Quote
Triaxial Shear, Hard Rock	ROCK TRIAX, HARD	07012	Quote
Triaxial Shear, Weak Rock	ROCK TRIAX, WEAK	D7012	Quote
Triaxial Shear, Weak w Mod. of Rup.	ROCK TRIAX, WEAK/MOD	D7012	Quote
Triaxial Shear, Weathered Rock	ROCK TRIAX, WEATHERD	07012	Quote
Unconfined Compression	ROCK UNCON. COMP.	07012	Quote

**SAMPLE 2017-2020 SCHEDULE OF RATES AND CHARGES
FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES CITY OF LONG BEACH**

CONCRETE TESTS

Test	Invoice Name	Test Method	Price
Unconfined Compression W/Mod of Rup Compression	ROCK UC/MOD OF RUP CONCRETE COMPRESSION	07012 C39	Quote \$35
Core Compression	CONCRETE CORE COMP.	C42	\$65
Creep	CONCRETE CREEP	C512	N/A
Cylinder Unit Weight	CONC. CYL. UNIT WT.	C567	\$55
Drying Shrinkage, set of 3	CONC. DRY SHRINKAGE	C157	\$530
Flexural Strength	CONC. FLEX STRENGTH	C78	\$90
Modulus of Elasticity	CONC. MOD OF ELAST	C469	\$225
Splitting Tensile Strength	CONC. SPLIT. TENSILE	C496	\$105
Concrete Core Thickness	CONC. CORE THICKNESS	C174	\$150
laboratory Trial Batch	CONCRETE TRIAL BATCH	C192	\$1320
RCC Compression	RCC COMPRESSION	C39	\$65
Shotcrete Compression	SHOTCRETE COMPRESS.	C1140	\$65

MASONRY TESTS

Test	Invoice Name	Test Method	Price
Grout Compression	GROUT COMPRESSION	C1019	\$65
Mortar Compression	MORTAR COMPRESSION	C942	\$65
Core Compression	MASONRY CORE COMP.	CADSA	\$75
Core Shear	MASONRY CORE SHEAR	CADSA	\$105
Prism Compression	MASONRY PRISM COMP.	C1314	\$145
CMU Absorption and Received Moisture	CMU ABSORP/MOIST.	C140	\$105
CMU Compression	CMU COMPRESSION	C140	\$230
CMU Dimension Verification	CMU DIMENSION VERIF.	C140	\$60
CMU Lineal Shrinkage	CMU LINEAL SHRINKAGE	C426	\$300

ASPHALT TESTS

BINDER TESTS

Test	Invoice Name	Test Method	Price
Absolute Viscosity	AC ABSOLUTE VIS.	D2171	N/A
Bitumen Penetration	AC BIT. PENETRATION		N/A
Kinematic Viscosity	AC KINEMATIC VISC.	D2170	N/A
Recovery by Rota-Vapor	AC RECOVERY ROTOVAP	D5404	N/A
Softening Point, Ring & Ball	AC SOFT. PT., R & B	D36	N/A

MIX PROPEHTY TESTS

Test	Invoice Name	Test Method	Price
Gradation of Extracted Aggregate	AC AGGREGATE GRADATION	D5444	\$105
Core Thickness	AC CORE THICKNESS	03549	\$25
AC Content by Extraction	AC EXTRACTION	02172	N/A
Hveem Stability (<i>without compaction</i>) 01560	AC HVM STAB W/O COMP		\$230
Hveem Stability (<i>including compaction</i>)	AC HVEEM STABILITY	D1560	\$360

SAMPLE 2017-2020 SCHEDULE OF RATES AND CHARGES
FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES CITY OF LONG BEACH

ASPHALT TESTS (continued)

MIX PROPERTY TESTS

Test	Invoice Name	Test Method	Price
AC Content by Ignition	AC IGNITION OVEN	D6307, T308	\$135
Oven Ignition Oven	AC IGNITION OVEN	06307	\$135
Calibration Moisture	CALIB.		
Content	AC MOISTURE	04125	\$75
AC Content by Nuclear	CONTENT AC NUC.	06927	N/A
Gauge Marshall Stability and	CONT.GAUGE AC	CTM307	\$255
Flow Swell	STABILITY & FLOW	01188,	\$245
Core Unit Weight & Thickness	ACSWELL	02726	\$105
	AC CORE WT./THICK.		

DESIGN AND DENSITY TESTS

Test	Invoice Name	Test Method	Price
Centrifuge Kerosene Equivalent	ACCKE	CTM303	N/A
Film Stripping	AC FILM STRIPPING		\$235
Index of Retained Strength	AC INDEX RET.	T312	\$235
Unit Weight, Gyrotory	STRGTH AC UNIT	01561	N/A
Method Unit Weight, Hveern	WT.,GYRA.	06926	\$295
Method Unit Weight,	AC UNIT WT., HVEEM	02041	N/A
Marshall Method	AC UNIT WT.,	T283	\$265
Maximum Theoretical Specific Gravity	MARSH. AC MAX	CTM371	\$175
Moisture Induced Damage	THEO. SPG AC		N/A
Caltrans Tensile Strength	MOIST. IND. DAM. AC		
Ratio Moisture Vapor	CALTRANS TS		
Susceptibility	AC MOIST. VAPOR SUS.		Quote
Mix Design, Hveem Method W/RAP	HVEEM DESIGN W/RAP		Quote
Mix Design, Hveem Method	HVEEM MIX DESIGN		Quote
Mix Design, Marshall Method	MARSHALL MIX		N/A
Mix Design, Superpave	DESIGN SUPERPAVE		N/A
Method	MIX DSGN		

METAL TESTS

BOLT TESTS

Test	Invoice Name	Test Method	Price
Bolt Assembly Suite (Bolt, Nut, Washer)	BOLT ASSEMBLY	F606	\$630
*	SUITE BOLT	E18	\$630
Bolt Hardness	HARDNESS	F606	\$45
Bolt Proof Load	SOLT PROOF LOAD	F606	\$90
Bolt Wedge Tensile	BOLT WEDGE	E18	\$105
Nut Hardness	TENSILE NUT	F606	\$45
Nut Proof Load	HARDNESS	E18	\$90
Washer	NUT PROOF LOAD		\$45
Hardness	WASHER HARDNESS		\$90
			\$45

**SAMPLE 2017-2020 SCHEDULE OF RATES AND CHARGES
FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES CITY OF LONG BEACH**

METAL TESTS (continued)

STRUCTURAL METAL TESTS

Test	Invoice Name	Test Method	Price
Bend	METAL, BEND	A370	\$55-\$80
Charpy Impact, Set of 3 *	METAL, CHARPY, SET/3	A370, A673	Quote
Rebar Coupler Slippage	METAL, COUPLER SLIP	A370	\$75
Rebar Coupler Tensile	METAL, COUPLER TENS.	A370	\$80-\$135
CTM 670 Strain (Elongation)	METAL, CTM670 STRAIN	CTM670	\$105
PT Strand Tensile	METAL, PT TENSILE	A370	\$155
Spliced Specimen Tensile	METAL, SPLICE TENS.	A370	\$80-\$135
Tensile <2.0 Sq. In. Cross-Sect.	METAL, TENSILE <2"	A370	\$75
Tensile >2.0 Sq. In. Cross-Sect.	METAL, TENSILE >2"	A370	\$115
Rockwell Hardness	ROCKWELL HARDNESS	E18	\$145

SAMPLE PREPARATION AND MISCELLANEOUS TESTS

SAMPLE PREPARATION

Test	Invoice Name	Test Method	Price
Rock Sample Preparation	ROCK SAMPLE PREP.		\$85 hr
Sample Crushing	SAMPLE CRUSHING		\$85 hr
Sample Cutting and Trimming	SAMPLE CUT & TRIM		\$85 hr
Sample Mixing and Processing	SAMPLE MIX&PROCESS		\$85 hr
Sample Preparation	SAMPLE PREPARATION		\$85 hr
Sample Preparation, per hour	SAMPLE PREP./HR.		\$85 hr
Sample Remolding	SAMPLE REMOLDING		\$85 hr
Contamination Fee	CONTAMINATION FEE		\$85 hr
Sample Disposal Fee	SAMPLE DISPOSAL FEE		\$85 hr

MISCELLANEOUS TESTS

Test	Invoice Name	Test Method	Price
Fireproofing Density	FIREPROOFING DENSITY	E605	\$60
Hydraulic Ram Calibration	HYDRAULIC RAM CALIB.		N/A
Non-Masonry Grout Compression	NON-MAS. GROUT COMP.	C579	\$50
Pocket Penetration Value	POCKET PENETRATION		\$15
Roof Tile Absorption	ROOF TILE ABSORPTION		\$265
Roofing, Unit Weight of Surfacing	ROOF UNIT WT. SURF.	02829	Quote

**SAMPLE 2017-2020 SCHEDULE OF RATES AND CHARGES
FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES CITY OF LONG BEACH**

OTHER EQUIPMENT CHARGES

MATERIALS TESTING EQUIPMENT

Equipment	Invoice Name	Test Method	Price
Anchor Bolt Testing Device	ANCHOR BOLT TST/DAY		\$120
Asphalt Sampling Box	ASPHLT SAMPLE BOXES		N/A
Brinell Hardness Tester	BRINELL HARDNESS/DAY	E10	N/A
Concrete Rebound (Schmidt) Hammer	SCHMIDT HAMMER/DAY	C805	\$25
Concrete Vapor Emission Test Kit	MOIST FLOOR/SLAB TST	F1869	\$120
Coring Machine	CORING MACHINE /DAY		\$185
Cylinder Mold	CYLINDER MOLDS		N/A
Digital Thickness Gauge	THICKNESS GAUGE /DAY		\$120
FerroScan Equipment	FERROSCAN EQUIPMENT		\$120
Floor Flatness Testing Device (Per Test)	FLOOR FLATNESS TST	E1155	\$120
Hand Auger and Soil Sampler	HAND AUGER/DAY		\$15
Magnetic Particle Testing Device	MAGNETIC PARTICLE	ASNT, AWS 61.1	\$25
Nuclear Soil Density/Moisture Gauge	NUCLEAR DENS GAUGE	D6938	*
Thin-Lift Asphalt Gauge/DAY	THIN LFT ASPHT GG/DY		*
Rebar Locator	REBAR LOCATOR/DAY		\$80
Skidmore Bolt Tension Calibrator	SKID WILL BOLT/DAY	A325,A490	\$30
Torque Wrench, up to 1,000 foot-pounds	TORQUE WRENCH/DAY	A325,A490	\$15
Ultrasonic Testing Device	UT TESTING EQUIP/DAY	ASNT, AWS 81.1	\$35

*Included in Field Technician / Inspector Hour Rate

VEHICLES

Description	Invoice Name	Price
Mileage, 2 Wheel Drive (Per Mile)	MILEAGE, 2 WH/MILE	N/A
Mileage, 4 Wheel Drive (Per Mile)	MILEAGE, 4 WH/MILE	N/A
Vehicle, 2 Wheel Drive (Per Hour)	VEHICLE, 2 WHEEL/HR	N/A
Vehicle, 4 Wheel Drive (Per Hour)	VEHICLE, 4 WHEEL/HR	N/A
Vehicle w/Std Testing Equip (Per Hour)	VEH W/STD EQUIP/HR	N/A
Vehicle w/Nuclear Dens Equip (Per Hour)	VEHW/ND EQUIP/HR	N/A
Veh w/ Ultrasonic, Magnetic Particle Equip (Per Hour)	VEH W/UT EQUIP/HR	N/A

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.