

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

AGREEMENT

**29892**

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 THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS, a California corporation, with a place of business at 222 East Huntington Drive, Suite 211, Monrovia, California 91016-3500 ("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

1 services; provided, however, that access to City documents, records and the like, if needed  
2 by Consultant, shall be available only during City's normal business hours and provided  
3 that milestones for performance, if any, are met.

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

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

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

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

27 3. COORDINATION AND ORGANIZATION.

28 A. Consultant shall coordinate its performance with City's representative, if

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

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

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

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

28 (a) Commercial general liability insurance (equivalent in scope to ISO

1 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than  
2 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
3 coverage shall include but not be limited to broad form contractual liability,  
4 cross liability, independent contractors liability, and products and completed  
5 operations liability. City, its officials, employees and agents shall be named  
6 as additional insureds by endorsement (on City's endorsement form or on an  
7 endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both CG  
8 20 10 10 01 and CG 20 37 10 01), and this insurance shall contain no  
9 special limitations on the scope of protection given to City, its officials,  
10 employees and agents.

11 (b) Workers' Compensation insurance as required by the California  
12 Labor Code and employer's liability insurance in an amount not less than  
13 \$1,000,000.

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

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

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

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

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

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

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

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

25 **6. ASSIGNMENT AND SUBCONTRACTING.** This Agreement contemplates  
26 the personal services of Consultant and Consultant's employees, and the parties  
27 acknowledge that a substantial inducement to City for entering this Agreement was and is  
28 the professional reputation and competence of Consultant and Consultant's employees.

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

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

21 9. OWNERSHIP OF DATA. All materials, information and data prepared,  
22 developed or assembled by Consultant or furnished to Consultant in connection with this  
23 Agreement, including but not limited to documents, estimates, calculations, studies, maps,  
24 graphs, charts, computer disks, computer source documentation, samples, models,  
25 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 notice to the other party. In the event of termination under this Section, City shall pay  
7 Consultant for services satisfactorily performed and costs incurred up to the effective date  
8 of termination for which Consultant has not been previously paid. The procedures for  
9 payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
10 termination, Consultant shall deliver to City all Data developed or accumulated in the  
11 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  
16 of 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 a  
23 breach of confidentiality with respect to Data that: (a) Consultant demonstrates Consultant  
24 knew prior to the time City disclosed it; or (b) is or becomes publicly available without  
25 breach of this Agreement by Consultant; or (c) a third party who has a right to disclose  
26 does so to Consultant without restrictions on further disclosure; or (d) must be disclosed  
27 pursuant to subpoena or court order.

28 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

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

17. INDEMNITY. Consultant shall, with respect to services performed in connection with this Agreement, indemnify and hold harmless City, its Boards, Commissions, and their officials, employees and agents (collectively in this Section, "City") from and against any and all liability, claims, demands, damage, loss, causes of action,



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

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

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

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

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1 or recruitment advertising; layoff or termination; rates of pay or other forms of  
2 compensation; and selection for training, including apprenticeship.

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

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

21 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

28 C. Consultant warrants that the Data does not violate or infringe any patent,

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

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

14           24. WAIVER. The acceptance of any services or the payment of any money  
15 by City shall not operate as a waiver of any provision of this Agreement or of any right to  
16 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 not  
20 affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 17,  
21 19, 22 and 28 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  
24 Form 1099-Misc. Consultant shall be solely responsible for payment of all federal and  
25 state taxes resulting from payments under this Agreement. Consultant's Employer  
26 Identification Number is [REDACTED] If Consultant has a Social Security Number rather  
27 than an Employer Identification Number, then Consultant shall submit that Social Security  
28 Number in writing to City's Accounts Payable, Department of Financial Management.

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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 officials  
4 or employees in any advertising or solicitation for business or as a reference, without the  
5 prior approval of the City Manager or designee.

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

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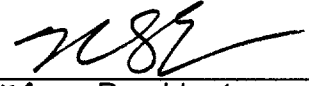
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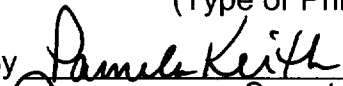
executed with all formalities required by law as of the date first stated above.

THE CONVERSE PROFESSIONAL GROUP,  
DBA CONVERSE CONSULTANTS, a California  
corporation

\_\_\_\_\_, 2006

By   
Senior Vice President  
Norman S. Eke  
(Type or Print Name)

\_\_\_\_\_, 2006

By   
Secretary  
Pamela Keith  
(Type or Print Name)

"Consultant"

CITY OF LONG BEACH


12/21, 2006

By   
City Manager

"City"

This Agreement is approved as to form on 12/11, 2006.

ROBERT E. SHANNON, City Attorney

By   
Deputy

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**EXHIBIT "A"**

**SCOPE OF WORK**

**CONVERSE CONSULTANTS**  
**Schedule of Fees**  
**For City of Long Beach**  
**Effective November 15, 2006 through November 14, 2009**

**Introduction**

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through November 14, 2009.

**Hourly Charges for Personnel**

Staff assignments will depend on personnel availability, job complexity, project site location and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

**Field Technical Services**

Construction Inspector – ACI/ICBO and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing, includes concrete batch plant and local steel fabrication inspections)	\$70
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	80
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	75
Sample Pick-up	50

**Professional Services (Field and Office)**

Staff Professional	\$70
Senior Staff Professional	80
Project Professional	100
Project Manager	115
Senior Professional	130
Principal Professional	145

**Laboratory Testing**

Laboratory Technician	\$65
(Unit prices for routine tests quoted upon request; see Geotechnical Laboratory Testing and Materials Testing Services Schedules of Fees)	

**Office Support**

Clerical/Word Processing	\$60
Drafting	65
CAD Operator/Drafting Manager	70

Overtime and special shift rates for Field Technical Services personnel are determined in accordance with Prevailing Wage law. An overtime charge of 50 percent of the above hourly rates for Laboratory Testing and Office Support personnel will be added for time in excess of eight hours per day at the job site and for all time on Saturdays, Sundays and holidays. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

**Expenses**

1. Exploration expenses (drilling, trenching, etc.) are charged at cost.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from a project site are charged at cost.
3. Automobile and truck expenses are charged at cost or at a rate of 44.5 cents per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost.

**Invoices**

1. Invoices will be submitted to the Client on either a deliverable completion basis or a monthly completion basis, and a final bill will be submitted upon completion of services.
2. It is understood and acknowledged that this rate schedule may not be changed without the approval of the City of Long Beach.

# CONVERSE CONSULTANTS

## Schedule of Fees

### For City of Long Beach

Effective November 15, 2006 through November 14, 2009

Compensation for laboratory testing services will be made in accordance with this fee schedule. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

#### IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488	8.00
Engineering Classification, ASTM D2487	15.00
Moisture Content	
▪ Moisture Content & Dry (Bulk) Density, ASTM D2216 & D2937	15.00
▪ Moisture Content, ASTM D2216	10.00
Shrinkage Limit, ASTM D427	85.00
Atterberg Limits, ASTM D4318	
▪ Several points	80.00
▪ One point	40.00
Particle Size Analysis, ASTM D422	
▪ Fine Sieve (From #200 to #4)	75.00
▪ Coarse Sieve (From #200 to 3 in)	80.00
▪ Hydrometer	85.00
Percent Passing #200 Sieve, ASTM D1140	45.00
Specific Gravity	
▪ Fine (passing #4 sieve), ASTM D854	70.00
▪ Coarse (retained on #4 sieve), ASTM C127	70.00
Sand Equivalent Test	75.00
Double Hydrometer Dispersion, ASTM D4221	150.00

#### COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557-91	
▪ Method A or B	125.00
▪ Method C (6-inch mold)	140.00
California Impact Method (Caltrans 216)	180.00
R-value, ASTM D2844	220.00
California Bearing Ratio (CBR), ASTM D1883	
▪ 1 point	125.00
▪ 3 point	325.00
Relative Density	
▪ 0.1 cubic foot mold	200.00
▪ 0.5 cubic foot mold	300.00

#### SHEAR STRENGTH

Torvane/Pocket Penetrometer	20.00
Direct Shear (per point)	
▪ Quick Test	60.00
▪ Consolidated - Drained (granular soil) ASTM D3080	140.00
▪ Consolidated - Drained (fine grained soil), ASTM D3080	200.00
▪ Consolidated - Undrained (fine grained)	120.00
▪ Residual Strength, per Cycle	45.00
▪ Remolded Specimens, per specimen	45.00

#### STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM 2166	75.00
Unconsolidated - Undrained, ASTM D2850	110.00
Consolidated - Undrained (per point)	700.00
Consolidated - Drained (per point)	700.00
With Pore Pressure Measurement, per load	150.00
Remolded Specimens, per specimen	45.00

#### CONSOLIDATION AND SWELL COLLAPSE TESTS

8 Load Increments	180.00
Additional load increment	30.00
Time-Ratio, per load increment	60.00
Single Point (collapse test)	60.00
Single Load Swell, ASTM D4546	
▪ Ring Sample, Field Moisture	65.00
▪ Ring Sample, Air Dried	65.00
Remolded Sample, per specimen	45.00
Expansion Index Test, UBC 29-2/ASTM D4829	80.00

#### HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434	250.00
Falling Head Flexible Wall, ASTM D5084	300.00
Triaxial Permeability, EPA 9100	350.00
Remolded Specimen, per specimen	50.00

#### CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides)	140.00
Organic Content, ASTM D2974	65.00

**Conditions:** Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through November 14, 2009.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in the Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing, in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turn-around for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turn-around to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with the ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 22-inch-diameter (2.416-inch inside diameter) brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse. Sample pickup is available at a rate of \$45 per hour of drive time and \$0.445 per mile driven.



**CONVERSE CONSULTANTS****Schedule of Fees****For City of Long Beach****Effective November 15, 2006 through November 14, 2009**

Compensation for laboratory testing services will be based on rates in accordance with this schedule. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through November 14, 2009.

**AGGREGATES**

Moisture Content (ASTM D2216)	\$10.00
Particle Size Analysis	
▪ Coarse (ASTM C136), each	60.00
▪ Coarse and fine (ASTM C136 & 137), each	140.00
▪ Specific Gravity & Absorption	
▪ Coarse Aggregate (ASTM C127)	80.00
▪ Fine Aggregate (ASTM C128)	80.00
▪ Unit weight per cubic foot (ASTM C29)	50.00
▪ Soundness-Sodium or Magnesium (ASTM C88), each	200.00
▪ Potential Alkali Reactivity (ASTM D289)	300.00
▪ Freeze Thaw Soundness	175.00
▪ Los Angeles Abrasion, per class (ASTM C131, C535)	210.00
▪ Sand Equivalent (ASTM D2419)	70.00
▪ Lightweight Particles (ASTM C123), each	75.00
▪ Clay Lumps and Friable Particles (ASTM C142), each	100.00
▪ Stripping test (ASTM D1664), each	65.00
▪ Organic impurities (ASTM C40)	60.00
▪ Durability	By Quote

**CONCRETE TESTS**

Laboratory Trial Batch (ASTM C192)	By Quote
Laboratory Mix Design, historical data	By Quote
Compression Test, 6"x 12" cylinder (ASTM C39), each	22.00
Light Weight Concrete	
▪ Compression	22.00
▪ Unit Weight	22.00
Specimen preparation, trimming or coring, each	45.00
Bond Strength (ASTM C321)	
▪ Prepared by Converse	120.00
▪ Prepared by Others	60.00
Core Compression Test (ASTM C12), each	45.00
Flexure test, 6"x 6" beams (ASTM C78), each	60.00
Modulus of Elasticity - Static (ASTM C469), each	110.00
Length Change (3 bars, 5 readings each, up to 26 days) (ASTM C157)	250.00
Splitting Tensile, 6" x 12" cylinders, each	50.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 mi. of office, stand-by extra) ASTM/UBC, hourly rate schedule, or each Cylinder	70.00
Field Concrete Control (same as above plus air content test) ASTM/UBC, hourly rate schedule, or each Cylinder	80.00
Hold Cylinder	7.00
Cylindar Mold sent to job site but not casted by Converse or returned to Converse	5.00

**MASONRY (ASTM C140, E447, UBC STANDARD 24-22)**

Moisture Content, as received, each	20.00
Absorption, each	50.00
Compression, each	40.00
Shrinkage (ASTM C426), each	90.00
Net Area and Volume, each	25.00
Masonry Blocks, per set of 9	650.00
Masonry Core Compression, each	45.00
Masonry Core Shear, each	50.00
Masonry Core Trimming, each	45.00
Compression Test, grouted prisms, 8" x 8" x 16", each	110.00
Compression Test, grouted prisms, 12" x 16" x 16", each	140.00

**Compression Test**

▪ 2" x 4" Mortar Cylinder, each	22.00
▪ 3" x 6" Grout Prisms, each	22.00
▪ 2" Cubes (ASTM C109), each	22.00
Cast by others	22.00
Mortar or Grout Mix Designs	By Quote

**FIREPROOFING TESTS**

Oven Dry Density (per sample)	50.00
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**MOISTURE EMISSION TEST**

Moisture Emission Test Kit	35.00
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**ASPHALTIC CONCRETE**

Stability, Flow, and Unit Weight, ASTM D6927	150.00
Marshall ASTM D1559, ASTM D2726	150.00
Measured Maximum Specific Gravity of Mix (ASTM D2041) (Ricos Method), each	75.00
Void Analysis of Cores or Marshall Specimens	
Calculations Only (ASTM D3203) set of 2 or 3	35.00
Laboratory Mixing of Asphalt & Concrete, per sample	50.00
Complete Asphalt Concrete Mix Design (Hveem or Marshall)	By Quote
Extraction of Asphalt and Gradation (ASTM D2172, Method B) Or California 310, including ash correction, each	150.00
Extraction of Rubberized Asphalt and Gradation, each	170.00
Specific Gravity (ASTM D2726 or ASTM D1188)	
▪ uncoated	85.00
▪ coated	95.00
Immersion-Compression	400.00
Particle coating (ASTM 2489)	45.00
Stripping (ASTM D1664)	50.00
Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or byproducts	120.00
Retained Strength (ASTM D1074/D1075) 6 specimens	By Quote
Retained Stability, Mil, Std. 520A, Method 104, 6 specimens	By Quote
CBR, ASTM D1883, including M/D curve, 1 point	210.00
Asphalt Temperature	15.00

**STRUCTURAL STEEL**

Tensile Test, #11 Bar or Smaller, each	45.00
Bend Test, #11 Bar or Smaller, each	35.00
Tensile Test, #14 Bar, each	115.00
Tensile Test, #18 Bar, each	310.00
Rebar coupler tensile test	65.00
Tensile Test, Welded #11 Bar or Smaller, each	50.00
Tensile Test, Welded #14 Bar, each	110.00
Tensile Test, Welded #18 Bar, each	300.00
Tensile Test, Mechanically Spliced Bar, #11 Bar or Smaller, each	150.00
Tensile Test, Mechanically Spliced Bar, #14 Bar, each	310.00

**HIGH STRENGTH BOLT, NUT, AND WASHER TESTING**

Wedge Tensile Test for A490 Bolts	
Under 100,000 lbs, each	45.00
Over 100,000 lbs, each	55.00
Wedge Tensile Test for A325 Bolts	
Under 100,000 lbs, each	50.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING, continued

Tensile Test – Anchor Bolts, tested with displacement transducers, each .....	300.00
Nut - Hardness, Proof, and Cone Proof Load Test, each.....	50.00
Washer - Hardness, each.....	30.00
A325 or A490 – Bolt hardness only, each.....	35.00
Bolt A325 or A490	
Wedge Tensile Under 100,000 lbs, and Hardness, each.....	80.00
Wedge Tensile Over 100,000 lbs, and Hardness, each.....	100.00
Bolt, Nut, and Washer - All Tests per set with bolts	
Under 100,000 lbs.....	250.00
Over 100,000 lbs.....	350.00

NOTES:

- (1) See *Geotechnical Laboratory Testing Schedule of Fees* for soil testing.
- (2) Hourly rates are available upon request.
- (3) Field laboratory rates are available upon request.
- (4) Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

# **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\*\*](http://www.longbeach.gov/diversity) for more information on the City’s Diversity Outreach Program.