CONTRACT FOR CONSULTING SERVICES

BETWEEN THE CITY OF LONG BEACH AND

INTEGRATED ENGINEERING MANAGEMENT
302 W. 5TH STREET, SUITE 207
SAN PEDRO, CALIFORNIA 90731
TELEPHONE NO. (310) 221-0749
FAX NO. (310) 221-0859

THIS CONTRACT is made and entered into, in duplicate, as of the date executed by the Executive Director of the Long Beach Harbor Department ("Executive Director"), by and between the CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners ("City"), pursuant to authority granted by said Board at its meeting of _____________, 2018; and INTEGRATED ENGINEERING MANAGEMENT, a California corporation ("Consultant").

1. This contract is made with reference to the following facts and objectives:

1.1 City has the need for construction management services.

1.2 Consultant represents that it has in its employ licensed and experienced personnel who are qualified to render these services.

1.3 City wishes to employ Consultant upon the following terms and conditions to render such services.

2. Consultant shall provide, in accordance with generally accepted professional and technical standards currently in effect and the current version of the Port of Long Beach Guidelines for Professional Consulting Services, Engineering Bureau, which are incorporated by this reference, such services within the scope of work as may be requested in writing by City's Director of Construction Management. The anticipated scope of work is set forth in the Request for Proposal's Scope of Services dated March 14, 2018, attached in part hereto as Exhibit A and incorporated by this reference.

3. The term of this contract shall be deemed to have commenced on December 10, 2018 and, subject to the provisions of paragraph 10, shall terminate on

4. In requesting the services of Consultant, the Director of Construction Management shall identify the project for which such services are requested and shall establish the maximum amount to be charged by Consultant on such project, the time limit within which Consultant is to complete the work, and the charge point(s) to be used by Consultant in billing City. Consultant’s charges on any project shall not exceed the maximum amount so established without the express written approval of the Director of Construction Management.

5. Charges made by Consultant for such services shall be based on Consultant’s Proposed Schedule of Fees, Billing Rates for Material Testing Services and Negotiated Fee Proposal for Construction Management Services, collectively attached hereto as Exhibit B and incorporated by this reference.

6. Consultant shall submit a separate statement not later than the tenth day of each month for services which have been performed during the immediately preceding month, referring in each of the statements to the charge point for such project previously furnished by the Director of Construction Management and detailing the services performed and expenses, if any, incurred. The monthly statement shall also include a one page progress report as described in the Port of Long Beach Guidelines for Professional Consulting Services, Engineering Bureau. All payments to Consultant shall be made by City in due course, not to exceed thirty (30) days, after approval of invoice by the Director of Construction Management.

7. The total amount which shall be payable by City to Consultant for Consultant’s services during the term of this contract shall not exceed $2,494,855.

8. All designs, sketches, drawings, specifications, data and other information, in whatever form or medium, compiled or prepared by Consultant in performing its services or furnished to Consultant by City shall be the property of City and City shall have the unrestricted right to use or disseminate same without payment of further compensation to Consultant. Copies of Consultant’s work product may be retained by
Consultant for its own records.

9. All books, accounts, reports, files, correspondence, data, contract information and other records relating to this contract shall be maintained by the Consultant and its subconsultants during the term of this contract and for a period of five years after termination or expiration of this contract and shall be subject at all reasonable times to review, inspection, and audit by the City. Such records shall be produced by the Consultant and/or the subconsultant within a reasonable time at a place designated by the City, upon written notice to the Consultant. Consultant shall allow, and shall require subconsultants to allow, City and its authorized representative(s), auditors, attorneys and accountants, upon twenty-four (24) hour notice to Consultant, full access to inspect and copy all the above books and records at a location within the Southern California area.

10. City shall have the right to terminate this contract at any time upon ten (10) days’ written notice to Consultant. If the contract is so terminated prior to the expiration of the term, Consultant shall be paid for those charges which have accrued but not been paid through the effective date of termination. Consultant agrees to accept such amount, plus all amounts previously paid, as full payment and satisfaction of all obligations of City to Consultant.

11. Neither City nor any of its employees shall have any control over the conduct of Consultant, or employees of Consultant, except as herein set forth, and Consultant and employees of Consultant shall not, at any time or in any manner, represent that Consultant or employees of Consultant, or any of them, are the officers, agents, or employees of City.

11.1 It is expressly understood and agreed that Consultant is, and shall at all times remain, as to City a wholly independent contractor, and each party’s obligations to the other party are solely such as are set forth in this contract. Consultant shall be free to contract for similar services to be performed for others during this contract.

11.2 It is hereby understood and agreed that Consultant has been
retained to provide construction management services for City. As part of rendering
the services, Consultant will be tasked with performing certain reviews, studies and
analyses of claims submitted by contractors seeking additional compensation
and/or time extensions in connection with works of improvement. Consultant will
also produce work product on which City will rely in the event of a claim and/or
lawsuit arising from the works of improvement, and will have special knowledge
necessary to the City’s defense. Accordingly, Consultant agrees to assist the City
and its attorneys in the defense of any claim and/or lawsuit asserted in connection
with the works of improvement. Notwithstanding any other provision of this contract
including, without limitation, subparagraph 11.1 above, Consultant is deemed to be
the agent of City for the sole and limited purpose of assisting City and its attorneys
in the defense of such claims and/or lawsuits, and any communications made for
that purpose between Consultant and City’s attorneys shall be deemed privileged,
protected and confidential in nature to the same extent as if they occurred directly
between the City and its attorneys.

12. Consultant agrees, subject to applicable laws, rules, and regulations,
not to discriminate in the performance of this contract against any employee or applicant
for employment on the basis of race, color, national origin, religion, sex, sexual orientation,
gender identity, AIDS, HIV status, age, disability, handicap, or veteran status. Consultant
shall ensure that applicants are employed and that employees are treated during
employment without regard to any of these bases, including but not limited to employment,
upgrading, promotion, demotion, transfer, recruitment, recruitment advertising, layoff,
termination, rates of pay or other forms of compensation, and selection for training,
including apprenticeship. Consultant agrees to post in conspicuous places available to
employees and applicants for employment notices to be provided by City setting out the
provisions of this nondiscrimination clause. Consultant shall in all solicitations or
advertisements for employees state that all qualified applicants will receive consideration
for employment without regard to these bases. Compliance with the Americans with
Disabilities Act of 1990 shall be the sole responsibility of Consultant, and Consultant shall defend and hold the City harmless from any expense or liability arising from Consultant's non-compliance therewith.

13. Any notices to be given under this contract shall be given in writing. The notices may be served by personal delivery, facsimile transmission or by first class regular mail, postage prepaid. Any notice, when served by mail, shall be effective two (2) calendar days after the date of mailing, and when served by facsimile transmission or personal delivery shall be effective upon receipt. For the purposes hereof, the address of City, and the proper person to receive any such notices on its behalf, is: Executive Director, Long Beach Harbor Department, P.O. Box 570, Long Beach, California 90801; and the address of Consultant as indicated above.

14. This contract contemplates the personal services of Consultant and its employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this contract was, and is, the professional reputation and competence of Consultant and its employees. Consultant anticipates utilizing the services of the subconsultants identified in the List of Sub-Consultants for IEM attached hereto as Exhibit C. Neither this contract nor any interest therein may be assigned or delegated by Consultant, except upon the prior written consent of the Executive Director. Any attempted assignment or delegation without such consent shall be void, and any assignee or delegate shall acquire no right or interest by reason of such attempted assignment or delegation. Furthermore, Consultant shall not subcontract any part of the performance contemplated and provided hereunder, except as specified in this contract, in an amendment hereto, or with the prior written consent of the Director. Before granting any such consent, the Director of Construction Management shall obtain the concurrence of the Directors of Finance and Risk Management to the proposed subcontractor. Nothing herein shall prevent Consultant from employing or hiring as many employees as Consultant may deem necessary for the proper and efficient execution of this contract.

15. Consultant covenants that both itself, in its corporate capacity, and its
principals presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

16. Consultant shall maintain the confidentiality of all proprietary or confidential information obtained as a result of any assignment pursuant to this contract. Consultant shall not divulge to any person or entity other than City any conceptual designs, technical details, pricing or other such information regarding new or existing proprietary technology presented by prospective or current vendors who have requested that the information be kept confidential.

17. (a) Consultant shall indemnify, protect and hold harmless City, the Board of Harbor Commissioners, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys’ fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant’s breach or failure to comply with any of its obligations contained in this contract, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant’s control, in the performance of work or services under this contract (collectively “Claims” or individually “Claim”).

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

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

(d) The provisions of this paragraph shall survive the expiration or termination of this contract.

18. As a condition precedent to the effectiveness of this contract, Consultant shall comply with the insurance requirements attached hereto as Exhibit D.

19. Consultant shall obtain and maintain any necessary licenses and permits required under Title 3 and Title 5 of the Long Beach Municipal Code. City may withhold any payment to Consultant until Consultant comes into compliance with such licensing and permitting requirements.

20. It shall be mandatory for the Consultant to pay not less than the said prevailing rate of wages to all workers employed by the Consultant in the execution of this contract. The Consultant expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771.

21. In the event of any conflict or ambiguity between this written agreement and any exhibit hereto, the provisions of this agreement shall govern.

22. This contract shall not be amended, nor any provision or breach thereof waived, except in writing signed by the parties which expressly refers to this contract.

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23. This contract, including all exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.

INTEGRATED ENGINEERING MANAGEMENT, a California corporation

By: ____________________________  
Name: Behjat Zanjani  
Title: President

__________________________, 2018

CONSULTANT

CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners

By: ____________________________  
Name: Mario Cordero  
Title: Executive Director  
Long Beach Harbor Department

__________________________, 2018

CITY

The foregoing document is hereby approved as to form.

CHARLES PARKIN, City Attorney

__________________________, 2018  
By: William R. Baerg, Deputy
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 11/27/2018 before me, Brittany Smith, Notary Public

Date

personally appeared Behjat Zanjani

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Document Date: 11/27/18

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Partner — Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

☐ Corporate Officer — Title(s):

☐ Partner — Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

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Attachment A

SCOPE OF SERVICES

SUMMARY OF THE PROJECT

The Port of Long Beach has identified the Pier E South Administration Building as a substantial capital improvement project and an integral part of the Middle Harbor Redevelopment Program. The Redevelopment Program will reconfigure, upgrade, and modernize the Middle Harbor Terminal over the next three years. This project consists of a two story office headquarters building with rooftop viewing deck. Construction Management (CM) services will be needed for the resulting construction contract.

The scope of the South Administration Building project includes but is not limited to the following:

- Grading
- Construction of 2-story, steel framed office building (approximately 17,000 sq. ft.) with roof terrace
- Building's mechanical, electrical, and plumbing
- Site utilities and paving
- Contractor deferred work: fire protection & life safety; solar panels
- Contractor delegated work: glazed curtain walls, raised access floor system
- LEED Gold Rating with US Green Building Council

In addition, the Consultant will be responsible for the following:

- Coordination with LBCT at Piers E and F
- Coordination of other construction activities in adjacent projects

Consultant CM services may actually be authorized for some or all of the above listed project tasks or additional project tasks not listed above contingent on the Port Construction Management Division needs, availability of Port resources, consultant performance, and funding availability.

DESCRIPTION OF CONSULTANT SERVICES

The Consultant shall provide specified construction management services, as determined necessary by the Port, to successfully complete the construction portion of the project tasks as set forth above and, as added to, deleted from, and otherwise modified from time-to-time. The Consultant shall be responsible for performing or overseeing some or all of the duties necessary for the successful delivery of the project, including, but not limited to: constructability reviews; construction management and construction contract administration; continuous field inspection; claims support; document control; change negotiation and processing; coordination of
construction contractor and any other persons working at the site; or other services as required. Consultant staff may work independently or work in teams, which may be led by Port staff. Services shall meet the applicable requirements of the Port's Standard Consultant Guidelines and accepted industry standards, and be provided under the direction of the Director of Construction Management or a designee.

The Port will retain the right to request the replacement of any Consultant staff member at any time during the project. At that time, the Port will request resumes of persons who meet the qualifications and may choose one of them as a replacement. The Port reserves the right to replace Consultant staff with Port staff at any time. Changes or additions of staff initiated by the consultant require the prior approval of the Director of Construction Management.

1 ADMINISTRATIVE PROCEDURES

The Consultant shall perform the Work in accordance with the following:

1.1 Project Management and Coordination

A. The Consultant's point of contact with the Port shall be Darrin Lambrigger, Director of Construction Management or designee at (562) 283-7200 or by fax at (562) 283-7201.

B. The Consultant shall deliver the Project Team, including all discipline leaders, as presented by the Consultant during the proposal and/or interview process in order to fulfill the scope of work for the project and scope identified in the RFP. No changes or additions shall be made to the team without the prior approval of the Director of Construction Management.

C. Before initiating the Work, the Consultant shall provide the Port with a Staffing Plan in accordance with the Consultant Guidelines.

D. A separate Program Level Construction Management Services Consultant will be providing services shared across all of the projects within the Phase 3 Middle Harbor program, including projects associated with this contract. The Program Level CM Consultant will provide services such as estimating, scheduling, environmental compliance and claims support. The Consultant under this contract shall coordinate with the Program Level CM Consultant for those services provided by the Program Level consultant to ensure the successful completion of the project.

1.2 Project Meetings

In addition to regular weekly and special meetings with the Contractor, the Construction Manager shall meet weekly with the Port's Director of Construction Management or designee and other Port
staff as necessary to discuss Project status and issues. In addition, the construction manager will meet on a weekly basis in a meeting to coordinate project activities with activities of other projects in the program and tenant activities.

1.3 Office Facilities

The Port will provide temporary office facilities, including meeting space and equipment (i.e. utilities, furniture, computers, printers, software, photocopy machine, facsimile machine, and normal office supplies) for full-time on-site personnel.

1.4 Information Technology

The Consultant must adhere to Harbor Department Information Management policies, standards, procedures and guidelines. The Port will provide all software licenses for full-time on-site personnel. Although scheduling services for this project will be provided by another consultant, the construction manager shall be familiar with Primavera P6. In addition, Oracle Unifier will be the system utilized for document control and contract administration. The Port’s Information Management Division and/or Construction Management Division will support software accessed through the Ports server.

1.5 Work Authorizations

The Consultant will be authorized by specific written task orders issued by the Director of Construction Management to perform work in accordance with this Scope of Work. The Consultant shall not perform each such task until so authorized.

1.6 Key Personnel

During negotiations with a firm, the Port will designate positions in the firm’s proposed staffing plan as “Key Personnel.” These personnel are considered essential to the services being performed. The consultant must not reassign or replace Key Personnel without written consent. If, for any reason, substitution of a key person becomes necessary, the consultant shall provide advanced written notification of the substitution to the Director of Construction Management. Such written notification shall include the proposed successor’s name and resume of their qualifications. The Port shall have the right to approve or reject the proposed successor. Port shall not approve the replacement of any key personnel unless the proposed replacement meets or exceeds the qualifications of that key personnel in the SOQ or proposal. If the request for substitution is approved, the consultant shall ensure a minimum of two weeks of overlap to transition personnel. The labor cost for the replacement during the two week transition period is the consultant’s responsibility.
2 CONSTRUCTION MANAGEMENT PROVISIONS

The Consultant shall provide construction management and other related services as required to support the work. The Port anticipates elements of the Work will include, but not be limited to, one or more of the following:

2.1 Pre-Construction Phase Services

A. Constructability/Bidability Review

Perform a review of the contract documents including project plans and specifications as the design is in progress. This may occur at multiple levels of completeness. Provide written feedback to the Port and Designer which may improve the final product in a quality and/or cost effective manner. The review shall as a minimum utilize industry practices to assure constructability of the work, bidability as it relates to public sector low bid contracting, and sufficiency of the documents for claims avoidance purposes. Additionally, perform a review of the project plans and specifications to assure existing field conditions have been considered prior to the start of construction and a review of the specifications to assure that the contractors responsibility for quality control is clearly defined, minimum Contractor QC Program requirements are specified, and requirements for acceptability of the work are included.

B. Pre-Bid and Pre-Construction Meeting Services

Participate in and give support to the Port as directed at the pre-bid meeting. Organize and lead the pre-construction meeting as directed by the Port. Prepare and distribute the minutes of the pre-construction meeting.

C. Partnering

Partnering services including a partnering facilitator and online survey services will be provided by Middle Harbor Program Level Construction Management Services. The consultant staff for this project shall participate in all project partnering activities including but not limited to the initial Partnering Workshop involving the Port, Contractor, and other stakeholders, follow-up workshops as directed and deemed necessary by the Port, and monthly partnering meetings with the project team. The construction manager for this project will be considered the Port’s partnering champion.

2.2 Construction Phase Services

The construction phase will commence with the Notice to Proceed. The services will end 60 days after final payment to the construction contractor or as directed by the Port. The Construction Management Team shall provide the following services.
A. Project Administration

Provide sufficient organization, administrative and management personnel, project management procedures, and related services as required to assure the successful completion of the project. Manage and coordinate the work of the construction contractors, the Construction Management Team, the Port, and the utility companies to complete the project in accordance with the Port's objectives for cost, time, and quality.

B. Contractor's Construction Schedule Review

A project scheduler will be provided for this project through the Middle Harbor Program Level Construction Management Services consultant and therefore, no project scheduler shall be proposed in the staffing plan. The Construction Manager shall coordinate schedule submittals with the project scheduler assigned to the project and facilitate the review and return of submittals to the construction contractor. In addition, the Construction Manager proposed for this project shall be the lead in coordinating with the construction contractor regarding schedule issues. The Program Level Construction Management consultant scheduler assigned to this project will perform typical scheduling tasks as noted below.

1. Review construction contractor's schedules for conformity to the specification, logic, task duration, identification and number of critical activities, float time, procurement lead times, submittal review periods, etc., and prepare written recommendations in response.

2. Review sequence and duration of work activities and prepare written recommendations to eliminate interferences and prevent delays.

3. Review construction contractor's procurement plans and schedules both at the beginning and throughout the duration of the project. Ensure purchasing schedule is compatible with the Master Project Schedule and provide written comments in response.

4. Review actual construction sequence as it occurs and perform "what if" analysis to determine time impacts (or savings) when compared to the sequence of work time shown in the schedule. Recommend remedial action for actual or anticipated schedule delays, budget overruns, and conflicts between construction contractors.

5. Review monthly updates including variance reports, cash flow curves and material status reports.

6. Attend meetings with contractor(s) to resolve disputes relating to schedule items. Any deviation from the schedule will be noted and brought to the attention of the Port.

7. Crosscheck each of the construction contractor's schedules with the monthly
construction contract progress payment to verify that no overpayment occurs.

8. Review contractors Time Impact Analysis and prepare independent time impact analysis and recovery schedules as required.

C. Weekly Construction and Progress Meetings

1. Conduct weekly meetings with the Construction Management Team, the construction contractor's representatives and the Port to review the status of construction, resolve current issues, identify potential issues, discuss the quality of the work being provided, and attend to any additional matters.

2. Conduct coordination meetings as needed, with the construction contractor(s), the Port, all affected utility companies, and other interested regulatory agencies.

3. Prepare and distribute minutes of all meetings by the next working day following the meeting.

D. Course of Action Recommendations

Review and report in writing the adequacy of the construction contractor's personnel and equipment, availability of necessary materials and supplies, and subcontractors. Recommend remedial action for actual or anticipated schedule delays, budget overruns, conflicts between construction contractors, or poor work.

E. Estimating Services

The consultant shall perform most of the traditional changed work analysis, negotiations and coordination of change orders. The Program Level Construction Management Services Consultant shall provide an estimator to the project for larger changed items such as complex Designer Directed Changes and claims. The construction manager shall coordinate with the Program Level Construction Management Services Consultant for needed estimator support and shall coordinate with any assigned estimators to facilitate needed estimating support. Through the estimator provided through the Program Level Construction Management Services consultant and through staff provided under this procurement, the team shall provide estimating services for the purpose of verifying and reviewing contractor costs, change orders, claims and value engineering proposals. Revise and refine the approved estimate of construction management cost. Incorporate approved changes as they occur and develop cash flow reports and forecasts as needed. Maintain and update forecast of cost to complete construction.

F. Records

1. Maintain a record copy, in Port approved format, of all Contracts, drawings, specifications, addenda, correspondence, change orders and other modifications,
in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; applicable handbooks; maintenance and operating manuals and instructions; other related documents; and revisions which are relevant to the contract work.

2. Maintain complete and accurate survey notes and records of all survey work provided by a qualified surveyor in duplicate.

3. Maintain cost accounting records for all authorized work.

G. Request for Clarification

Consult with the Port and Design Architect/Engineer as required to provide interpretations of the meaning and intent of the drawings and specifications. Recommend resolution of construction problems that may require design changes, modifications, technical interpretations or other assistance. Manage the resolution of any questions that may arise.

H. Request for Information

Establish and implement procedures to expedite the processing of Requests for Information (RFIs). Review all RFIs, respond to RFIs where appropriate, and review responses prepared by others for adequacy and for potential impacts to the contract cost or time. The construction manager shall make an effort to ensure all RFIs are responded to within the timelines noted in the construction contract documents.

I. Change Orders

1. Analyze all change proposals for cost and time impacts to the contract and provide recommendations as to merit.

2. Provide written recommendations for action including analysis of costs due to compensable delays, impacts to schedule, and alternatives for mitigating delays and impacts.

3. Negotiate the construction contractor’s change proposals and prepare a record of negotiation for the change order file.

4. Prepare change orders for review and signature by the Port.

5. Prepare memos to coordinate change orders to the Board of Harbor Commissioners and memos to the Director of Construction Management clearly explaining items within change orders being coordinated for approval. Training and templates for these documents will be provided.

6. Prepare all back-up as noted in the Construction Management Division Procedures Manual, Director of Construction Management Directives and other direction given
by the Director of Construction Management or designee and obtain approval through the Program Manager and the Contract Compliance Section.

7. Process Change Orders as directed, including cost evaluations and schedule impacts and include all required documentation in the change order file.

8. Prepare and distribute a Cost to Complete Forecast with each monthly construction contractor progress payment. List all approved change orders, potential change orders, work allowance task orders and contractor’s request for change by number and include a brief description of the item, the established or estimated cost, and the percent of completion.

J. Shop Drawing Submittal and Review

1. Establish and implement procedures to expedite the processing of shop drawings, and material and equipment sample submittals.

2. Manage the submittal review process, including maintaining a log of all submittals.

3. Distribute submittals to the Port and/or the engineers-of-record (or other appropriate reviewer) and collect review comments.

4. Review shop drawings as necessary, as well as shop drawing review comments to assure compliance with construction contract documents and timely turn to avoid schedule impacts.

K. Progress Payments

1. Review applications for progress and final payments by construction contractor. Ensure that the amount requested reflects the progress of the construction contractor’s work. Maintain complete documentation to substantiate amounts paid for work performed.

2. Provide written recommendations on progress payment amounts to the Port.

3. Monitor compliance with applicable labor code requirements, as well as affirmative action, SBE and wage rate requirements. This project will be subject to a Project Labor Agreement. Labor compliance staff shall be provided through the Program Level Construction Management Services consultant. Coordinate with this staff as appropriate to comply with Project Labor Agreement requirements.

4. Prepare and distribute Progress Payment Reports to the Port for use in making payments to the construction contractor. The reports will state the total construction contract price, payment to date, current payment requested, retainage, actual amounts owed this period and SBE/VSBE percentages. A portion of this report will be a certificate of payment that will be signed by the CM and the construction contractor. Templates and training will be provided to the CM.
L. Health and Safety Program

1. The Consultant shall review the safety program developed by the construction contractor(s) as required by the contract. The Consultant shall also coordinate these submittals through the Port Risk Management Division and incorporate any comments from them into safety submittal responses.

2. Maintain awareness of safety and health requirements.

3. Document any deviations from or exceptions to the contract requirements, and advise the contractor and Port.

4. Coordinate efforts with the Port’s Safety Officer.

5. All costs to implement and administer the costs of the Consultant’s own health and safety program shall be considered incidental. No additional staff will be billed to the project for this purpose.

M. Monthly Construction Evaluation

Evaluate construction progress, based on percent completion of each construction activity, on a monthly basis. Discuss the evaluation with the construction contractor(s). Coordinate with assigned project scheduler to prepare and distribute construction schedule reports that compare the actual construction dates to scheduled construction dates. Evaluate the construction contractors’ mitigation plan for any delayed work or schedule impacts.

N. Claims Support

The Consultant shall take a proactive approach to claims avoidance. The Consultant shall bring all potential claims to the attention of the Port and provide recommendations regarding entitlement, potential exposure and strategies for resolution. Claims/risk mitigation staff will likely be provided through the Program Level Construction Management Services Consultant but may be supplemented through this contract. Claims staff may be assigned to the project as needed to analyze and manage claims. The Consultant shall work with assigned claims staff to maintain a claim file for any issue that will or may have a potential to result in a claim for additional costs. The claim file shall include a chronology of the written correspondence associated with each issue and minutes to all meetings which are called to discuss the issue with the contractor(s). As requested, the Consultant shall work with assigned claims staff to prepare "what if" scenarios and schedule analysis where appropriate, and written recommendations for entitlement, quantum, and strategy for settlement of each issue. The Consultant shall also provide recommendations for additional oversight, inspection, materials testing, etc., in order to fully document contractor labor, material and other exposures that may be
included in a dispute or claim.

O. Completion of Work Evaluation

Monitor and evaluate the construction contractor’s progress towards completion of the Work. Schedule final inspection based on this evaluation. Conduct final inspections in conjunction with the Port, and assist with securing all required guarantees, affidavits, releases, bonds and waivers. Report final inspection results and make appropriate written recommendations. Prepare and update final punch lists.

P. SWPPP/Environmental Regulatory Support

SWPPP and other environmental regulatory support will be provided through the Program Level Construction Management Services Consultant but could be supplemented through this contract. Consultant shall coordinate with the staff assigned to address SWPPP and other environmental regulatory issues, enforce environmental and mitigation monitoring requirements of the contracts and ensure compliance with all regulatory permits and other requirements throughout the project.

Q. Utilities

Ensure timely contractor notification, coordination, scheduling and field work with the utility companies for relocation, abandonment, and upgrade work as required. Ensure all work is scheduled and completed in a timely manner. Perform coordination to facilitate all work to be performed by utility agencies including that which is not part of the construction contractor’s responsibilities. Recommend methods to expedite utility hookups or mitigate utility delays. Coordinate with the Middle Harbor Program Level Construction Management Services staff related to utility work may be required.

R. Cooperation

Facilitate cooperation with other construction projects, public utilities, adjacent businesses and tenants, and the general public.

S. Construction Operations

1. CM will not be responsible for construction means, methods, techniques, sequences, safety, and procedures employed by the construction contractor(s) in the performance of the Contract documents. While the failure of the construction contractor(s) to perform work in accordance with the Contract documents will not be the responsibility of the CM, the CM shall put in place an adequate QA Program to assure compliance with contract documents to the maximum extent practical.

2. Observe the work performed by the construction contractor(s) and
subcontractor(s) and notify the Contractor and the Port, in writing, of deviations from requirements.

3. Prepare and maintain a project log of all events, including manpower, equipment, construction progress, visitors, weather, changed conditions, accidents, and other significant events.

T. Reports

Prepare weekly written progress reports in compliance with Port standard format and special reports for Executive Management and/or Board of Harbor Commissioners on an as needed basis. Reports will be prepared through MS Word or through the Oracle Unifier System.

U. Construction Inspection

1. The Consultant shall perform field inspection of all contract work.

2. Construction inspection will be in accordance with the current industry standards.

3. The Consultant shall furnish the necessary registered inspectors as may be required by the City of Long Beach, and any non-registered deputy inspectors needed to monitor and inspect the methods, workmanship, and materials utilized by the construction contractor(s) to assure compliance with all Port Contract Documents and building codes as may be required. The inspectors shall be sufficiently qualified and knowledgeable about the type of work to be inspected. The Consultant shall submit the qualifications of each inspector, including a copy of deputy cards if applicable, to the Port. The Port reserves the right to request replacement of any inspector the Port determines is not sufficiently qualified, or who is not performing the work in accordance with industry standards.

4. Furnish written activity reports that provide complete and accurate descriptions of the construction work and all pertinent conditions thereof. All inspectors shall complete a Daily Inspection Report in the Port's electronic project management system, Unifier, within 24 hours of the day the inspection occurred. Consultant inspectors that do not submit written Daily Inspection Reports on a regular basis without reasonable cause will be considered for replacement.

5. Provide off-site inspection services for manufactured products or construction materials as necessary.

6. Inspect materials and equipment furnished by construction contractor(s) during manufacture for specification conformance and schedule.

7. Recommend special inspection or testing of all work that is not performed in accordance with the provisions of the contract documents.
8. Coordinate technical inspections and testing to eliminate conflicts and delays.
9. Provide QA/QC review and approval of all laboratory, shop, and mill test reports of
   materials and respond accordingly.
10. Document all independent testing and record results.
11. Provide any required construction laboratory testing services.

V. Construction Laboratory Testing Services

1. Included as part of this scope of work, the consultant shall provide all required
   construction laboratory testing services to accomplish the quality assurance
   requirements outlined in the construction contract documents and/or related
   permits and building code requirements.
2. The consultant CM and consultant head inspector shall notify the Port’s Principal
   Construction Inspector and Chief Inspector of any serious lapses or non-
   conformance with construction quality requirements.

W. Quality Assurance Program

Develop and manage a quality assurance program for the project. Monitor and keep
records of the construction contractor’s work performance in regard to compliance with
the Contract document requirements. Reject work that does not conform to these
requirements. Guard the Port against defects and deficiencies in the work.

2.3 Post Construction Phase Services

A. "As-Built" Plans Preparation

On a continuing basis throughout the project, produce and update weekly a "red line" set
of "As-Built" plans as the project proceeds, and assist with the preparation of the final
"As-Built" plans upon completion of construction. Provide data to the Port for
incorporation into the record drawings. Review the completeness and accuracy of the
final record drawings. Monitor at least monthly the Contractor’s compliance with as-built
requirements and coordinate inspection of the Contractor’s as-built documents by the
designer.

B. Final Reports

Prepare Final Reports necessary to close-out the project. As a minimum, this report will
document the final walk through punch list, date and amount of final payment to
Contractor, evidence of certification of all lien releases, certification of transfer of title to
appropriate agencies, and certification of delivery of final "As-Built" drawings to the Port.
2.4 Construction Management Procedures Manual

As requested, prepare a project specific CM procedures manual that is consistent with and supplements the Port of Long Beach Construction Management Division’s procedures for managing construction and professional service contracts.

2.5 Deliverables

During the course of construction, Consultant’s staff will provide an appropriate number of copies of deliverables developed in accordance with Port standards, procedures and guidelines. These deliverables will include reports, calculations, and other documents as noted:

1. Daily reports, extra work diaries and materials testing reports will be delivered to the Port daily.

2. Weekly reports will be prepared by CM and delivered to the Port.

3. Construction Contract progress payment quantity documents will be delivered to the Port by the end of each month.

4. Field measurements, test data and other documents as required by the Port will be recorded, maintained and submitted as directed by the Port.

5. Prepare and deliver Change Order summaries, major tasks completed, variance report(s), budget summaries and pictorial history of work progress as directed by the Port.

2.6 Consultant Provided Equipment and Materials

Consultant will provide all equipment normally used for this type of project (i.e. safety equipment, TWIC cards, etc.), except as noted elsewhere.

2.7 Port Provided Equipment and Materials

The Port will provide the Consultant with approved and conformed project plans and specifications to be kept in the Construction Manager's file, along with the associated project reports and environmental documents.

2.8 Coordination

The Consultant’s Construction Manager shall coordinate with, and report to, the Port's Director of Construction Management or designee. The Consultant Construction Manager and staff shall meet with the Port's Director of Construction Management and other Port staff as necessary on a regular basis, or as required, to discuss and resolve issues, report and forecast progress, and brief them on the status of the project. The Consultant Construction Manager shall coordinate
with Port staff or other Port consultants to avoid conflicts between this project and other Engineering projects or program elements that are occurring during the same time frame.

2.9 Consultant Evaluation

The Port may conduct periodic evaluations of the Consultant’s performance and customer service. If requested, the Consultant will need to provide a plan to address any concerns arising from the evaluation.

3 LABOR COMPLIANCE AND PROJECT LABOR AGREEMENT PROVISIONS

3.1 Prevailing Wage Requirements

The project is a public work contract as defined in Labor Code Section 1720. The Consultant receiving award of the contract and Sub-consultants of any tier shall pay not less than the prevailing wage rates to all workers performing covered work and shall post a copy of said determination of prevailing rate of per diem wages at the job site. The rate schedules are available on the internet at http://www.dir.ca.gov/dlslr/DPreWageDetermination.htm, and on file in the office of the Director of Construction Management.

The Consultant and Sub-consultant shall comply with all applicable statutes and regulations, including, but not limited to, the payment of not less than the general prevailing rate of per diem wages (Labor Code § 1771), forfeiture of penalties for paying less than the prevailing wage rates (Labor Code § 1775), employment of apprentices (Labor Code § 1777.5), and overtime requirements (Labor Code §§ 1810 - 1815).

3.2 Senate Bill 854

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations, as per Senate Bill 854. No Consultant or Sub-consultant may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)). No Consultant or Sub-consultant may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Per the Department of Industrial Relations, projects covered by a PLA are exempt from the requirement to submit electronic certified payroll records (CPRs) directly to the Labor Commissioner’s Office. In lieu, the Contractor and all Subcontractors performing prevailing wage work will be required to submit CPRs and labor compliance/PLA documentation to the Port via LCPltracker. LCPltracker is used by POLB’s PLA Administrator to collect and review payroll information. Each Consultant and Sub-consultant will be provided a log-in identification and
password to access LCPtracker at no cost to the Consultant or Sub-consultant. Electronic submittals will require data entry of weekly payroll information including: employee identification, labor classification, hours worked, wage and benefit rates paid, etc.

3.3 Project Labor Agreement

The project is subject to the requirements of the Middle Harbor Phase 2 and 3 Project Labor Agreement (PLA), included as “Attachment I”. Because of this, consultants and sub-consultants that provide classifications subject to prevailing wages shall be a participant in the PLA. The selected consultants shall be required to sign a letter of assert before commencement of work and be bound by each and every provision of the PLA, including, but not limited to: payment of prevailing wages; payment of fringe benefit contributions to union trust funds on behalf of workers; use of union hiring halls as a source for workers; follow alternating referral procedures if employing Core Workers; and Local, Disadvantaged, and Veteran worker utilization goals.

While PLA Administration will be performed separately by another Port consultant team, coordination with that team is required during the course of the project to facilitate the successful and timely completion of each project.
Please provide a fully burdened hourly rate for each of the classifications you list below. The rates provided should be for the duration of the contract, escalation is not permitted. Provide rates assuming PLA project.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
<th>1.5 x Rate*</th>
<th>2.0 x Rate*</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin/DCC</td>
<td>$295</td>
<td></td>
<td></td>
<td>IEM</td>
</tr>
<tr>
<td>Claims Specialist</td>
<td>$270</td>
<td></td>
<td></td>
<td>Steven Davis Consulting</td>
</tr>
<tr>
<td>Commissioning Authority</td>
<td>$215</td>
<td></td>
<td></td>
<td>3QC</td>
</tr>
<tr>
<td>Commissioning Provider</td>
<td>$195</td>
<td></td>
<td></td>
<td>3QC</td>
</tr>
<tr>
<td>Commissioning Technician</td>
<td>$165</td>
<td></td>
<td></td>
<td>3QC</td>
</tr>
<tr>
<td>Construction Manager</td>
<td>$160</td>
<td></td>
<td></td>
<td>IEM</td>
</tr>
<tr>
<td>Construction Manager, Sr.</td>
<td>$185</td>
<td></td>
<td></td>
<td>IEM</td>
</tr>
<tr>
<td>Field Engineer</td>
<td>$140</td>
<td></td>
<td></td>
<td>IEM</td>
</tr>
<tr>
<td>Inspector</td>
<td>$110</td>
<td>$149</td>
<td>$193</td>
<td>Smith Emery and AESCO</td>
</tr>
<tr>
<td>Inspector - Lead</td>
<td>$130</td>
<td>$176</td>
<td>$228</td>
<td>Smith Emery</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$140</td>
<td></td>
<td></td>
<td>IEM</td>
</tr>
<tr>
<td>LEED Specialist/LEED Fellow</td>
<td>$215</td>
<td></td>
<td></td>
<td>3QC</td>
</tr>
</tbody>
</table>

**Subconsultant Mark-up Rate, if applicable**

5%

*Overtime rate multiplier, if applicable, only applies to base hourly rate

**Direct Costs:**

- Monthly Vehicle Lease/Rental: $1,200
- Travel: At Cost

**IEM agrees to the following:**

1. Escalation (rate increases) will not be allowed over the term of the contract.
2. Rate includes insurance and overhead costs.
3. Relocation costs will not be paid under any circumstances.
4. The Port of Long Beach reserves the right to pay less than or equal to the maximum rate listed for each classification based on qualifications of the individual at the time a project is assigned.
Company Name: IEM

(5) Prime consultant ensures that sub-consultants adhere to this fee schedule. Sub-consultant rates (excluding mark-up), cannot exceed above-listed rates.

(6) A list of all proposed subconsultant firms is provided.

(7) There are no potential conflicts of interest if IEM is awarded a contract.

(8) Mark-up rate on subconsultant is limited to 5% and is only applicable on first tier subconsultant labor rates.

(9) ODC’s are reimbursed at cost (no mark-up allowed).

(10) ODC’s shall not include charges for computer use, reproduction, administrative cost, telephone or facsimiles equipment or use.

(11) Per Diem charges are generally not allowed; if any, prior Port approval is required.

(12) Vehicle use must be pre-approved by the Port.

(13) Mileage rate cannot exceed current IRS rate.
# Billing Rates for Material Testing Services

<table>
<thead>
<tr>
<th>ASTM Testing</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>A325</td>
<td>Structural Steel High Strength Bolts (ASTM F606 Assembly)</td>
<td>$193.00</td>
</tr>
<tr>
<td>A615/A706</td>
<td>Tensile Test Rebar# 8 and Smaller (ASTM A370)</td>
<td>$75.00</td>
</tr>
<tr>
<td>A615/A706</td>
<td>Tensile Test Rebar# 9-11 (ASTM A370)</td>
<td>$75.00</td>
</tr>
<tr>
<td>C1019</td>
<td>Grout Prisms 3&quot; x 6&quot;</td>
<td>$39.00</td>
</tr>
<tr>
<td>C109</td>
<td>Compressive Strength of Hydraulic Cement Mortars (Using 2-in or 50-mm Cube Specimens)</td>
<td>$39.00</td>
</tr>
<tr>
<td>C131</td>
<td>Los Angeles Abrasion (Small Aggregate)</td>
<td>$185.00</td>
</tr>
<tr>
<td>C1314</td>
<td>Masonry Prisms Compression Test (8 x 8 x 16)</td>
<td>$185.00</td>
</tr>
<tr>
<td>C136</td>
<td>Sieve Analysis of Fine &amp; Coarse Aggregates</td>
<td>$150.00</td>
</tr>
<tr>
<td>C289</td>
<td>Potential Alkali-Silica Reactivity of Aggregates (Chemical Method)</td>
<td>$209.00</td>
</tr>
<tr>
<td>C39</td>
<td>Compressive Strength of Cylindrical Concrete Specimens</td>
<td>$28.00</td>
</tr>
<tr>
<td>C42</td>
<td>Preparation and Testing Drilled Concrete Cores</td>
<td>$55.00</td>
</tr>
<tr>
<td>C535</td>
<td>Los Angeles Abrasion (Large Aggregate)</td>
<td>$185.00</td>
</tr>
<tr>
<td>C78</td>
<td>Flexural Strength of Concrete (Using simple Beam with Third-Point Loading)</td>
<td>$75.00</td>
</tr>
<tr>
<td>C88</td>
<td>Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate</td>
<td>$286.00</td>
</tr>
<tr>
<td>D1557</td>
<td>Laboratory Compaction Characteristics of Soil (Method A: Modified 4&quot; Mold)</td>
<td>$175.00</td>
</tr>
<tr>
<td>D1557</td>
<td>Laboratory Compaction Characteristics of Soil (Method B,C: Modified 6&quot; Mold)</td>
<td>$175.00</td>
</tr>
<tr>
<td>D1633</td>
<td>Compressive Strength of Molded Soil-Cement Cylinders</td>
<td>$83.00</td>
</tr>
<tr>
<td>D2041</td>
<td>Theoretical Maximum Specific Gravity and Density for Bituminous Paving</td>
<td>$160.00</td>
</tr>
<tr>
<td>D2172</td>
<td>Quantitative Extraction of Bitumen from Bituminous Paving Mixtures</td>
<td>$160.00</td>
</tr>
<tr>
<td>D2844</td>
<td>Resistance R-Value &amp; Expansion Pressure of Compacted Soils</td>
<td>$314.00</td>
</tr>
<tr>
<td>D422</td>
<td>Particle Size Analysis</td>
<td>$165.00</td>
</tr>
<tr>
<td>D+28:33558</td>
<td>Moisture-Density (Unit Weight) Relations of Soil-Cement Mixtures</td>
<td>$303.00</td>
</tr>
<tr>
<td>D6927</td>
<td>Marshall Stability and Flow of Bituminous Mixtures</td>
<td>$345.00</td>
</tr>
<tr>
<td>E164</td>
<td>Ultrasonic Testing/hr.</td>
<td>$116.00</td>
</tr>
<tr>
<td>E165</td>
<td>Liquid Penetrant Irsprection/hr.</td>
<td>$116.00</td>
</tr>
<tr>
<td>E605</td>
<td>Thickness &amp; Density of Sprayed Fire-Resistive Material (SFRM) Applied to Structural Members</td>
<td>$39.00</td>
</tr>
<tr>
<td>E709</td>
<td>Magnetic Particle Inspection</td>
<td>$116.00</td>
</tr>
<tr>
<td>F606</td>
<td>Test Method for Determining the Mechanical Properties of Threaded Fasteners</td>
<td>$193.00</td>
</tr>
</tbody>
</table>

(1) Test costs to include reports, review and distribution of same.

(2) Sample Pickups will be invoiced at $100 per hour.
# EXHIBIT B
Page 4 of 4

**HD-S2381 - Pier E Terminal Administration Building**

**Negotiated Fee Proposal for Construction Management Services**

8/20/2018

## Project Phases

<table>
<thead>
<tr>
<th>Phase</th>
<th>Start/Finish Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>NTP - IEM</td>
<td>1/1/2018 - 1/2/2019</td>
</tr>
<tr>
<td>Preconstruction Services</td>
<td>1/1/2018 - 1/2/2019</td>
</tr>
<tr>
<td>NTP - Contractor</td>
<td>1/1/2019 - 1/2/2019</td>
</tr>
<tr>
<td>Construction of Administration Building</td>
<td>1/2/2019 - 3/2/2020</td>
</tr>
</tbody>
</table>

## Staff Costs

<table>
<thead>
<tr>
<th>Position Description</th>
<th>Staff Name</th>
<th>Firm</th>
<th>2019</th>
<th>Total Hours</th>
<th>Hourly Rates</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management</td>
<td>Rich Ferguson</td>
<td>IBM</td>
<td></td>
<td>700</td>
<td>100</td>
<td>70,000</td>
</tr>
<tr>
<td>Construction Management</td>
<td>Suniti Pawaskar</td>
<td>IBM</td>
<td>344</td>
<td>700</td>
<td>100</td>
<td>34,000</td>
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<tr>
<td>Project Engineer</td>
<td>Sudhi Kulshrestha</td>
<td>IBM</td>
<td>164</td>
<td>344</td>
<td>100</td>
<td>34,000</td>
</tr>
<tr>
<td>Document Control Specialist</td>
<td>Celia Besar</td>
<td>IBM</td>
<td>80</td>
<td>200</td>
<td>100</td>
<td>20,000</td>
</tr>
<tr>
<td>Lead Inspector</td>
<td>Daniel Zambower</td>
<td>Smith Emary</td>
<td>164</td>
<td>344</td>
<td>100</td>
<td>34,000</td>
</tr>
<tr>
<td>Lead Inspector - Overtime Work</td>
<td>Daniel Zambower</td>
<td>Smith Emary</td>
<td>8</td>
<td>9</td>
<td>100</td>
<td>900</td>
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<tr>
<td>Deputy Inspectors</td>
<td>TBD</td>
<td>Smith Emary / AECSD</td>
<td>4</td>
<td>4</td>
<td>100</td>
<td>400</td>
</tr>
<tr>
<td>Deputy Inspectors - Overtime Work</td>
<td>TBD</td>
<td>Smith Emary / AECSD</td>
<td>4</td>
<td>4</td>
<td>100</td>
<td>400</td>
</tr>
<tr>
<td>Building LEED Certification</td>
<td>TBD</td>
<td>GIC</td>
<td>8</td>
<td>8</td>
<td>100</td>
<td>800</td>
</tr>
<tr>
<td>Material Testing &amp; Reporting</td>
<td>TBD</td>
<td>GIC</td>
<td>8</td>
<td>8</td>
<td>100</td>
<td>800</td>
</tr>
<tr>
<td>Materials Testing &amp; Reporting</td>
<td>TBD</td>
<td>GIC</td>
<td>8</td>
<td>8</td>
<td>100</td>
<td>800</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Direct Expenses @ 3% of Labor Charges</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL HOURS/FEES</strong></td>
<td></td>
<td></td>
<td></td>
<td>14,324</td>
<td></td>
<td>2,494,855</td>
</tr>
</tbody>
</table>

A 5% markup has been added to the subcontract rates.
# List of Sub-Consultants for IEM

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Person Name</th>
<th>Address, City, State, Zip Code</th>
<th>Phone Number</th>
<th>Fax Number</th>
<th>e-mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>AESCO</td>
<td>Mr. Adam Chamaa</td>
<td>17782 Georgetown Lane Huntington Beach, CA 92647</td>
<td>(714) 375-3830</td>
<td>(714) 375-3831</td>
<td><a href="mailto:Adam.chamaa@aescotech.com">Adam.chamaa@aescotech.com</a></td>
</tr>
<tr>
<td>Smith Emery International</td>
<td>Mr. Ted Peet</td>
<td>791 East Washington Boulevard Los Angeles, CA 90021</td>
<td>(213) 749-3411</td>
<td>(213) 741-8620</td>
<td><a href="mailto:tppet@sei.us.com">tppet@sei.us.com</a></td>
</tr>
<tr>
<td>3QC</td>
<td>Mr. Jim Ogden</td>
<td>895 Dove St., 3rd Floor Newport Beach, CA 92660</td>
<td>(949) 681-7084</td>
<td>(916) 496-8401</td>
<td><a href="mailto:jogden@3qcinc.com">jogden@3qcinc.com</a></td>
</tr>
<tr>
<td>Grabowski Collaborative</td>
<td>Mr. Gregory Grabowski</td>
<td>32 Gingham St. Trabuco Canyon, CA 92679</td>
<td>(949) 636-0461</td>
<td>-</td>
<td><a href="mailto:gregory@grabowskicc.com">gregory@grabowskicc.com</a></td>
</tr>
<tr>
<td>Consulting</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ninyo &amp; Moore</td>
<td>Mr. Kurt Yoshii</td>
<td>475 Goddard, Suite 200 Irvine, CA 92618</td>
<td>(949) 753-7070</td>
<td>(949) 753-7071</td>
<td><a href="mailto:kyoshii@ninyoandmoore.com">kyoshii@ninyoandmoore.com</a></td>
</tr>
<tr>
<td>Steven Davis Consulting</td>
<td>Mr. Steven Davis</td>
<td>1623 Cravens Avenue Torrance, CA 90501</td>
<td>(213) 925-7895</td>
<td>-</td>
<td><a href="mailto:sdc@att.net">sdc@att.net</a></td>
</tr>
</tbody>
</table>
As a condition precedent to the effectiveness of this contract, Consultant shall procure and maintain in full force and effect during the term of this contract the types and levels of insurance described below.

The required insurance and the documents provided as evidence thereof shall be in the name of Consultant as indicated on the contract.

Package policies that contain more than a single coverage type and share primary per occurrence and/or aggregate limits are not permitted.

Coverage which requires the City to tender a claim or suit to its own insurer(s), or make its own insurance available is not permitted.

If policies are written with aggregate limits, the aggregate limit shall be at least twice the occurrence limits or as specified below.

Excess or umbrella policies, if used, shall be following form and shall provide coverage that is equal to or broader than the underlying coverage.

To the fullest extent permitted by law, the Consultant waives its and its insurer(s) rights of recovery against the City of Long Beach, its Board of Harbor Commissioners, employees, and agents under all required insurance policies for any loss arising from or related to the Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

At the direction of the Port, the Consultant, its risk manager or insurance professional and the Consultant’s insurance broker shall participate in a mandatory conference with the Port’s Risk Management Division within fifteen (15) calendar days after the Consultant is notified of conditional award by the Port. The purpose of this mandatory conference will be to discuss the insurance and form requirements contained in the Contract. Failure to participate in this mandatory conference in person or by telephone may result in the Contract being awarded to the next qualified consultant.

**Commercial General Liability:**

Commercial General Liability insurance shall be provided on Insurance Services Office (ISO) CGL Form No. CG 00 01 or the equivalent, including provisions for defense of additional insureds and defense costs shall be in addition to limits.

Policy limits shall be no less than one million dollars ($1,000,000) per occurrence for all coverage provided and two million dollars ($2,000,000) general aggregate.
Coverage shall be included on behalf of the insured for claims arising out of the actions of independent contractors.

The policy shall contain no provisions or endorsements limiting coverage for contractual liability or third party over action claims.

The policy shall not limit coverage for the additional insured to “ongoing operations” or in any way exclude coverage for completed operations.

Defense costs shall be excess of limits.

The policy must include work performed “by or on behalf” of the Consultant.

Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City.

Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Coverage shall not exclude contractual liability, restrict coverage to the sole liability of Consultant, require the City to tender defense or indemnity to its insurer(s), make its insurance available, or contain any other exclusion contrary to this contract.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day written advance notice of cancellation has been served upon the City, except ten (10) days shall be allowed for non-payment of premium. Consultant agrees to provide written notice as required by this paragraph within 24 hours of initiating cancellation or receiving notice of cancellation from its insurer, insurance broker, or insurance agent.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of this contract with the City.

Continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this contract.

The policy of insurance shall be endorsed as follows:

Additional Insured: The City of Long Beach, its Board of Harbor Commissioners, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured using ISO Forms CG 20 10 (2004) and CG 20 37 (2004) or their equivalent.
Additional Insured endorsements shall not: 1) be limited to “on-going operations”, 2) exclude “Contractual Liability”, 3) restrict coverage to the sole liability of the contractor, or 4) contain any other exclusion contrary to this contract.

**Business Automobile Insurance:**

Automobile Liability Insurance shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto).

Limit shall be no less than one million dollars ($1,000,000) combined single limit per accident.

Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City.

If Consultant does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies provided that a separate policy limit is provided for this coverage as required by this contract.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day written advance notice of cancellation has been served upon the City, except ten (10) days advance notice shall be allowed for non payment of premium. Consultant agrees to provide written notice as required by this paragraph within 24 hours of initiating cancellation or receiving notice of cancellation from its insurer, insurance broker, or insurance agent.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: The City of Long Beach, its Board of Harbor Commissioners, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured.

Additional Insured endorsements shall not: 1) be limited to “on-going operations”, 2) exclude “Contractual Liability”, 3) restrict coverage to the sole liability of the contractor, or 4) contain any other exclusion contrary to this contract.

**Workers’ Compensation:**

Workers’ Compensation Insurance, as required by the State of California, and Employer’s Liability Insurance with a limit of not less than one million dollars ($1,000,000) per accident for bodily injury and disease, plus coverage under the U.S. Longshore and Harbor Workers Compensation Act (USL&H).
Cancellation: The policy shall not be cancelled or the coverage reduced until a thirty (30) day written advance notice of cancellation has been served upon the City, except ten (10) days advance notice shall be allowed for non-payment of premium. Consultant agrees to provide written notice as required by this paragraph within 24 hours of initiating cancellation or receiving notice of cancellation from its insurer, insurance broker, or insurance agent.

**Professional Liability:**

Professional Liability Insurance with minimum limits of one million dollars ($1,000,000).

Covered Professional Services shall specifically include all work to be performed under the Contract and delete any exclusions that may potentially affect the work to be performed (e.g., any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.) under the Contract. If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Contract with the Port and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

The policy of insurance required above shall be endorsed, as follows:

Cancellation: The policy shall not be cancelled or the coverage reduced until a thirty (30) day written advance notice of cancellation has been served upon the City, except ten (10) days advance notice shall be allowed for non-payment of premium. Consultant agrees that it shall provide such notice. Consultant agrees to provide written notice as required by this paragraph within 24 hours of initiating cancellation or receiving notice of cancellation from its insurer, insurance broker, or insurance agent.

**Deductible/Self-Insured Retention:**

Any deductible or self-insured retention must be approved in writing by the Executive Director and shall protect the City, its Board of Harbor Commissioners, agents and employees in the same manner and to the same extent as Baratta they would have been protected had the policy or policies not contained a deductible or self-insured retention. Any deductible or self-insured retention must be approved in writing in accordance with City insurance guidelines.

**Evidence of Insurance:**

The Consultant, concurrently with the execution of this contract, and as a condition precedent to the effectiveness of this contract, shall deliver either endorsements on forms approved by the City of Long Beach acting by and through its Board of Harbor Commissioners ("Evidence of Insurance") or certified copies of the required policies containing the terms and conditions required by this contract to the Executive Director for approval as to sufficiency and to the City Attorney or approval as to form.
At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance has been renewed or extended shall be filed with the Executive Director. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Executive Director evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

**Failure to Maintain Coverage:**

Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been approved by the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this contract.

**Acceptability of Insurers:**

Each such policy shall be from a company or companies with a current A.M. Best’s rating of no less than A-:VII, and authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City insurance guidelines.

**Contractual Liability:**

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this contract but this insurance provision in no way limits the indemnity provisions and the indemnity provisions in no way limit this insurance provision.