

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

1 AGREEMENT

2 **31137**

3 THIS AGREEMENT is made and entered, in duplicate, as of  
4 May 14, 2009 for reference purposes only, pursuant to a minute order adopted by  
5 the City Council of the City of Long Beach at its meeting on December 16, 2008, by and  
6 between CH2M HILL, Inc., a corporation, with a place of business at 3 Hutton Centre,  
7 Santa Ana, California 92702 ("Consultant"), and the CITY OF LONG BEACH, a municipal  
8 corporation ("City").

9 WHEREAS, the City requires specialized services requiring unique skills to  
10 be performed in connection with Engineering Design for the DeForest Wetlands Project;  
11 and

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

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

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

21 1. SCOPE OF WORK OR SERVICES.

22 A. Consultant shall furnish specialized services more particularly  
23 described in Exhibit "A", attached to this Agreement and incorporated by this  
24 reference, in accordance with the standards of the profession, and City shall pay  
25 for these services in the manner described below, not to exceed Four-Hundred  
26 Sixty-Two Thousand, Two-Hundred Ninety-Five Dollars (\$462,295.00), at the rates  
27 or charges shown in Exhibit "A".

28 B. Consultant may select the time and place of performance for

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

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

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

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

24 2. TERM. The term of this Agreement shall commence at midnight on  
25 May 1, 2009, and shall terminate at 11:59 p.m. on April 30, 2012, unless sooner  
26 terminated as provided in this Agreement, or unless the services or the Project is  
27 completed sooner.

28 3. COORDINATION AND ORGANIZATION.

1           A.     Consultant shall coordinate its performance with City's  
2 representative. Consultant shall advise and inform City's representative of the  
3 work in progress on the Project in sufficient detail so as to assist City's  
4 representative in making presentations and in holding meetings on the Project.

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

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

22           5.     INSURANCE.

23           A.     As a condition precedent to the effectiveness of this  
24 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
25 duration of this Agreement, from insurance companies that are admitted to write  
26 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
27 Company or from authorized non-admitted insurance companies subject to  
28 Section 1763 of the California Insurance Code and that have ratings of or

1 equivalent to A:VIII by A.M. Best Company the following insurance:

2 (a) Commercial general liability insurance (equivalent in scope to  
3 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
4 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
5 coverage shall include but not be limited to broad form contractual liability,  
6 cross liability, independent contractors liability, and products and  
7 completed operations liability. The City, its boards and commissions, and  
8 their officials, employees and agents shall be named as additional  
9 insureds by endorsement (on City's endorsement form or on an  
10 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20  
11 26 11 85), and this insurance shall contain no special limitations on the  
12 scope of protection given to the City, its boards and commissions, and  
13 their officials, employees and agents. This policy shall be endorsed to  
14 state that the insurer waives its right of subrogation against City, its boards  
15 and commissions, and their officials, employees and agents.

16 (b) Workers' Compensation insurance as required by the California  
17 Labor Code and employer's liability insurance in an amount not less than  
18 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
19 its right of subrogation against City, its boards and commissions, and their  
20 officials, employees and agents.

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

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

26 B. Any self-insurance program, self-insured retention, or  
27 deductible must be separately approved in writing by City's Risk Manager or  
28 designee and shall protect City, its officials, employees and agents in the same

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manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed, or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Consultant. Consultant shall notify the City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Consultant guarantees that Consultant will provide to the City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

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

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

1 during normal business hours.

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

8 H. The procuring or existence of insurance shall not be  
9 construed or deemed as a limitation on liability relating to Consultant's  
10 performance or as full performance of or compliance with the indemnification  
11 provisions of this Agreement.

12 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
13 contemplates the personal services of Consultant and Consultant's employees, and the  
14 parties acknowledge that a substantial inducement to City for entering this Agreement  
15 was and is the professional reputation and competence of Consultant and Consultant's  
16 employees. Consultant shall not assign its rights or delegate its duties under this  
17 Agreement, or any interest in this Agreement, or any portion of it, without the prior  
18 approval of City, except that Consultant may with the prior approval of the City Manager  
19 of City, assign any moneys due or to become due the Consultant under this Agreement.  
20 Any attempted assignment or delegation shall be void, and any assignee or delegate  
21 shall acquire no right or interest by reason of an attempted assignment or delegation.  
22 Furthermore, Consultant shall not subcontract any portion of its performance without the  
23 prior approval of the City Manager or designee, or substitute an approved subconsultant  
24 or contractor without approval prior to the substitution. Nothing stated in this Section  
25 shall prevent Consultant from employing as many employees as Consultant deems  
26 necessary for performance of this Agreement.

27 7. CONFLICT OF INTEREST. Consultant, by executing this  
28 Agreement, certifies that, at the time Consultant executes this Agreement and for its

1 duration, Consultant does not and will not perform services for any other client which  
2 would create a conflict, whether monetary or otherwise, as between the interests of City  
3 and the interests of that other client. And, Consultant shall obtain similar certifications  
4 from Consultant's employees, subconsultants and contractors.

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

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

21 10. TERMINATION. Either party shall have the right to terminate this  
22 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
23 prior notice to the other party. In the event of termination under this Section, City shall  
24 pay Consultant for services satisfactorily performed and costs incurred up to the effective  
25 date of termination for which Consultant has not been previously paid. The procedures  
26 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
27 termination, Consultant shall deliver to City all Data developed or accumulated in the  
28 performance of this Agreement, whether in draft or final form, or in process. And,

1 Consultant acknowledges and agrees that City's obligation to make final payment is  
2 conditioned on Consultant's delivery of the Data to the City.

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

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

18 13. ADDITIONAL COSTS AND REDESIGN.

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

25 B. If the Project involves construction and the scope of work  
26 requires Consultant to prepare plans and specifications with an estimate of the  
27 cost of construction, then Consultant may be required to modify the plans and  
28 specifications, any construction documents relating to the plans and specifications,



1 and Consultant's estimate, when the lowest bid for construction received by City  
2 exceeds by more than ten percent (10%) Consultant's estimate. This modification  
3 shall be submitted in a timely fashion to allow City to receive new bids within four  
4 (4) months after the date on which the original plans and specifications were  
5 submitted by Consultant.

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

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

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

17 17. INDEMNITY. Consultant shall, with respect to services performed in  
18 connection with this Agreement, indemnify, hold harmless and defend the City, its  
19 Boards, Commissions, and their officials, employees and agents (collectively in this  
20 Section, "City") from and against any and all liability, claims, demands, damage, loss,  
21 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,  
22 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim").  
23 Claims include allegations and include Claims for property damage, personal injury or  
24 death arising from any negligent act or omission of Consultant, its officers, employees,  
25 agents, sub-consultants, or anyone under Consultant's control (collectively "Indemnitor");  
26 recklessness; and willful misconduct.

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

1           19. COSTS. If there is any legal proceeding between the parties to  
2 enforce or interpret this Agreement or to protect or establish any rights or remedies under  
3 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

4           20. NONDISCRIMINATION.

5           A. In connection with performance of this Agreement and subject  
6 to applicable rules and regulations, Consultant shall not discriminate against any  
7 employee or applicant for employment because of race, religion, national origin,  
8 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or  
9 disability. Consultant shall ensure that applicants are employed, and that  
10 employees are treated during their employment, without regard to these bases.  
11 These actions shall include, but not be limited to, the following: employment,  
12 upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or  
13 termination, rates of pay or other forms of compensation, and selection for training,  
14 including apprenticeship.

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

27           21. NOTICES. Any notice or approval required by this Agreement shall  
28 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,

1 postage prepaid, addressed to Consultant at the address first stated above, and to the  
2 City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager  
3 with a copy to the City Engineer at the same address. Notice of change of address shall  
4 be given in the same manner as stated for other notices. Notice shall be deemed given  
5 on the date deposited in the mail or on the date personal delivery is made, whichever  
6 occurs first.

7           22.    COPYRIGHTS AND PATENT RIGHTS.

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

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

14                   C.   Consultant warrants that the Data does not violate or infringe  
15                   any patent, copyright, trade secret or other proprietary right of any other party.  
16                   Consultant agrees to and shall protect, defend, indemnify and hold City, its officials  
17                   and employees harmless from any and all claims, demands, damages, loss,  
18                   liability, causes of action, costs or expenses (including reasonable attorneys' fees)  
19                   whether or not reduced to judgment, arising from any breach or alleged breach of  
20                   this warranty.

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

1           24. WAIVER. The acceptance of any services or the payment of any  
2 money by City shall not operate as a waiver of any provision of this Agreement or of any  
3 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
4 Agreement shall not constitute a waiver of any other or subsequent breach of this  
5 Agreement.

6           25. CONTINUATION. Termination or expiration of this Agreement shall  
7 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
8 17, 19, 22, and 28 prior to termination or expiration of this Agreement.

9           26. TAX REPORTING. As required by federal and state law, City is  
10 obligated to and will report the payment of compensation to Consultant on Form 1099-  
11 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
12 resulting from payments under this Agreement. Consultant's Employer Identification  
13 Number is [REDACTED]. If Consultant has a Social Security Number rather than an  
14 Employer Identification Number, then Consultant shall submit that Social Security  
15 Number in writing to City's Accounts Payable, Department of Financial Management.  
16 Consultant acknowledges and agrees that City has no obligation to pay Consultant until  
17 Consultant provides one of these numbers.

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

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

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

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

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

4/13/, 2009

CH2M HILL, Inc., a corporation  
By [Signature]  
Vice President  
Type or Print Name

\_\_\_\_\_, 2009

By \_\_\_\_\_  
Secretary  
Type or Print Name

"Consultant"

May 14, 2009

CITY OF LONG BEACH, a municipal corporation  
By [Signature], Assistant City Manager  
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on May 8,

2009.

ROBERT E. SHANNON, City Attorney  
By [Signature]  
Deputy



**CH2MHILL**

**SECRETARY CERTIFICATE**

I, Paula W. Chase, Assistant Corporate Secretary of CH2M HILL, Inc., hereby certify that the following is a resolution adopted by the Board of Directors by Unanimous Written Consent on April 24, 2003. I further certify that said resolution is in full force and effect as of February 5, 2008:

BE IT RESOLVED that the authority to execute, on behalf of this corporation, or any of its affiliates or subsidiaries, agreements pertaining to performing services for clients is hereby granted by this Board of Directors to all designated officers of the corporation.

BE IT FURTHER RESOLVED that the President or Chief Financial Officer may, from time to time, authorize individual employees of the corporation, or any of its affiliates or subsidiaries, to execute agreements pertaining to performing services for clients. Provided, however, that such authorization is in writing authorizing the individual by name and title to execute agreements.

BE IT FURTHER RESOLVED that the authority to execute, on behalf of this corporation, or any of its affiliates or subsidiaries, agreements other than those pertaining to performing services for clients is hereby granted by this Board of Directors to all designated officers of the corporation, Regional Business Managers, Assistant Regional Business Managers, Office Service Supervisors, Regional Human Resource Managers, Senior Contract and Contract Administrators, Regional Publications Managers, Regional Administrative Specialists, Market Segment Leaders, Practice Directors, Corporate Department Managers, Manager of Purchasing, Manager of Facilities, Manager of Field Equipment Programs, Assistant Corporate Administrative Manager, Recovery Rate Administrator; and Corporate IT Staff, as specifically authorized by the President or Chief Financial Officer.

BE IT FURTHER RESOLVED that the President or Chief Financial Officer may, from time to time, authorize individual employees of the corporation, or any of its affiliates or subsidiaries, to execute agreements other than those pertaining to performing services for clients. Provided, however, that such authorization is in writing authorizing the individual by name to execute agreements.

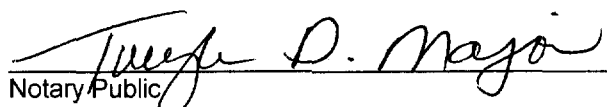
I further certify that John Caldwell is Vice President of CH2M HILL, Inc., and has been granted authority in accordance with the above resolution.

Dated this 5th day of February, 2008.

  
\_\_\_\_\_  
Paula W. Chase, Assistant Secretary

State of Colorado  
County of Douglas

Subscribed and sworn to before me by Paula W. Chase, known to me to be the Assistant Secretary of CH2M HILL, Inc., this 5th day of February, 2008.

  
\_\_\_\_\_  
Notary Public  
My commission expires: July 17, 2011

# Scope of Work: DeForest Park Restoration Design Project

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## Background and Project Understanding

The City of Long Beach (City) is proposing the DeForest Park Restoration Design Project (Project), which would include habitat and recreational enhancements on a 29-acre parcel located near the existing DeForest Park Nature Center in Long Beach. The parcel is adjacent to the Los Angeles River, located in an existing storm detention basin between Del Amo Boulevard on the south to just south of the sports fields in DeForest Park on the north. Concepts for this site have included enhancement of existing on-site stormwater-fed wetlands, creation of additional wetlands by diverting water from the adjacent Los Angeles River, recreational improvements including trails and interpretive signs, and removal of non-native species and habitat enhancement with native vegetation plantings.

CH2M HILL prepared a 30 percent design for the Los Angeles County Department of Public Works (LACDPW) in 2004 for the wetland creation alternative using Los Angeles River water. Concept designs were also developed by CH2M HILL for the stormwater-fed wetland enhancement alternatives for the City in 2005. At this time, the City wishes to proceed with final design of the latter stormwater-fed wetland enhancement alternative. This will include storm drain upgrades for trash removal, channel upgrades to improve flow and aesthetic conditions, non-native species removal, planting native species throughout the basin in vegetation types appropriate to the site conditions, and recreational improvements including trail enhancements, bridges and/or boardwalks across the wetland where appropriate, interpretive signage, and other features.

This scope of work and cost estimate is for final design of the Project, and will include the following:

- Preliminary kickoff meeting, project review, data collection and verification, and development of a Project Design Report which will represent the basis of design;
- Development of 30, 60, 90, and 100 percent construction documents, including drawings, specifications, and cost estimates, for the site structural, civil, recreational, and landscaping features;
- Development of concept designs and construction details for up to two (2) artistic/ornamental entry gates to the Project site based on the styles used elsewhere on Los Angeles River restoration projects;
- Development of concept and final interpretive panel design for interpretive signs proposed for various subjects throughout the site;
- Acquisition and interpretation of required geotechnical and soil agronomic data necessary for final structural or landscape designs; and,

- 
- Project management activities to support the above.

The detailed scope of work is provided in the section below. In addition, the proposed sheet count is provided as Table 1, and the proposed schedule is provided as Table 2. Attachment A includes the cost and fee breakdown, and Attachment B includes the geotechnical scope provided by our geotechnical subcontractor, Diaz Yourman and Associates.

## Scope of Work

### Task 1. Preliminary Design Phase

#### Subtask 1.1 Kickoff Meeting with City of Long Beach and TAC

Upon receipt of the Notice to Proceed, CH2M HILL will coordinate and host a kick-off meeting with the City of Long Beach (City) Project Management and the Technical Advisory Committee (TAC) at the City's or CH2M HILL's offices, to be selected by the City. CH2M HILL will prepare an agenda for this meeting, a brief presentation (compiled from existing presentation materials) to provide background information on the restoration site and the previous studies, and pertinent maps and figures of the site. CH2M HILL is assuming that the TAC will include, as a minimum, representatives from Los Angeles County Dept. of Public Works (LACDPW) (Design, Construction, Water Resources, Survey and Maintenance Divisions), the City (all relevant departments), the Rivers and Mountains Conservancy, and the Coastal Conservancy. Active participation and timely review from these groups will be integral to completing this project effectively and on schedule.

The purpose of this task is to define the City's objectives and success factors for the project and to document the City's institutional standards as they pertain to this work, to define key Project roles both within CH2M HILL, and within the City, and to confirm CH2M HILL's understanding of the Project objectives. Up to three (3) CH2M HILL staff will attend the kickoff meeting with the City. This will include the Project Manager, Lead Engineer, and the Landscape Architect. The City staff from key departments responsible for design review will be in attendance. The following topics will be discussed and ultimately chartered:

- Project objectives: Discussion of the overall purpose for this project to ensure that all participants have the same understanding. The City will define for the project team what will make this a successful project from their perspective.
- Project roles: Discussion of key staff both within CH2M HILL and the City, and appropriate lines of communication, including joint definition of the verbal and written communications practices and procedures.
- Existing concept design: The existing concept design will be presented and discussed, including anticipated costs. The concept/design, as agreed on in discussions, will be the basis of design for the Project.
- Existing data and anticipated data needs: CH2M HILL will evaluate potential data needs or data verification needs, and discuss with the City. Any additional data the City has will be provided.
- Project deliverables: Planned design sheets, scale and details, specification sections.



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- Project schedule and document review process: Anticipated schedule is provided below. The review process will be defined to ensure efficiency and Project success.
  - Design criteria standards: CH2M HILL understands technical specifications will follow the "Green Book" (*Standard Specifications for Public Works Construction, Public Works Standards, Inc.*, BNi Publications Inc., latest ed., California) where appropriate. Where necessary to augment Green Book specifications, CH2M HILL's master technical specifications and standards will be used and presented. Discuss specification or cost estimate formats. Discuss any City preferred suppliers and vendors. It is assumed that the City will provide an electronic copy of "boilerplate" legal and administrative specifications for use and integration by CH2M HILL.
  - Formats for invoicing or grant submittal information.
  - Graphic standards: CH2M HILL standard drawing size/border, standard symbols/legends, and CAD software standards (including software versions; however, it is assumed that the Project will be developed in Microstation, and not Autocad, consistent with drawings prepared for Dominguez Gap and the 30 percent design). CH2M HILL will discuss any border requirements to match City requirements. Discuss requirements for electronic deliverables, etc.
  - Maintenance practices and capacities: Discuss current City maintenance equipment and capabilities and practices that may affect design.

This meeting is essential to meeting the project schedule, to ensuring proper staff are identified for project delivery and project review, to ensuring all members of the team are up to date and aware of all available information and aware of the design proposal for each stream reach and to ensuring design team is aware of all available City plans, data and other information that might affect design.

CH2M HILL will prepare a meeting summary and list of action items and decisions. Follow-up for completion of The City and TAC member action items will be the responsibility of the City Project Manager. CH2M HILL will distribute electronic copies of the summary and action item list to the TAC members and other attendees.

### **Subtask 1.2 Project Review**

#### ***County and City Documentation***

CH2M HILL will contact the City staff to confirm that the latest City design guidelines, manuals, sheet border requirements, reports, example sheets and other necessary documents are in-house. The City is to provide any updated or missing guidelines, manuals, sheet border requirements, reports, example sheets, and other necessary documents as requested by CH2M HILL before the start of the 30 Percent Design.

CH2M HILL will also contact the LACDPW for pertinent codes, guidelines, manuals, and other necessary documents.

#### ***Project Objectives, Concept Design, and Design Criteria***

Based on the results of prior studies and discussions of the TAC during the Kickoff Meeting, the project objectives, concept design, and design criteria will be summarized and documented. This summary will represent the basis of design for the project. Solidifying

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these data will ensure an efficient design process with minimal design changes as construction documents are prepared.

### ***Trash Removal System Concept Evaluation***

CH2M HILL has identified flow criteria and sizing parameters for inline trash structures for a total of 5 storm drains at the DeForest Park site, and 30% design drawings for an inline trash rack type of design. During the preliminary design phase, CH2M HILL will identify and evaluate additional trash removal options (such as centrifugal removal structures) for storm drains and include the Market Street Storm Drain in the analysis, which was not included in the previous effort. Evaluation will include site suitability for alternative, likely effectiveness, maintenance requirements, aesthetic considerations, and costs. A technical memorandum documenting the results of previous analysis and this evaluation will be prepared for review by the City and TAC. Once circulated and reviewed, a conference call will be held to discuss and evaluate results. It is anticipated that the final alternatives for trash removal will be selected prior to completion of the draft PDR, so that the PDR can include the preferred alternatives. This ensures that appropriate alternatives will be selected prior to initiating the design phase of the project. Further refining of the selected alternatives will occur during design, but it is not anticipated that the alternatives selected will change once design is initiated.

The results of this subtask will be reported in the PDR described Task 1.4. This will include information on design standards, project objectives, concept design, and design criteria, and the Trash Removal System memorandum and preferred alternative.

### **Subtask 1.3 Data Verification and Collection**

During the Dominguez Gap and Deforest Park Feasibility Studies and the 30 percent design for LACDPW, CH2M HILL collected available information on the habitat, water quality, hydrology, geology and soils, geomorphology, utilities, transportation structures, recreation uses, and flood control function associated with each site. Included in this are as-built drawings for storm drains, the detention basins, and pump stations; large scale aerial photographs and 1-foot contour, existing biological resources and vegetation types, soils and groundwater data, utility information, and information on water quality from storm drains. CH2M HILL task leads will verify data collected during the previous efforts, including review for completeness and accuracy. Where insufficient or inconsistent data are identified, they will be collected.

- *Topographic Analyses:* Aerial photography was acquired for the previous effort, and contour mapping completed. It is assumed that no substantial changes to these data have occurred. Additional survey may be required and this will be evaluated; in particular, some additional elevation survey may be required at the mouth of the two largest storm drains in the north basin. Specific survey needs will be verified in this subtask, with a \$12,000 allowance included in this scope to acquire data. It is not anticipated that data collection will be required beyond this amount, but if so, it can be provided under separate scope and fee.
- *Infrastructure:* Utility and infrastructure mapping was completed for the previous effort. It is assumed that any changes from the 2001 through 2005 data will be reported by the City to CH2M HILL.

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- *Wetland Water Budgets:* Storm drain low flow quantity was estimated from typical urban runoff models during earlier studies; now that design objectives include exclusively storm- and low-flow supported wetlands, measuring existing low flow is advisable to determine the appropriate extent of wetland habitat that may be supported downstream. However, if budget or schedule is not available to acquire this data, CH2M HILL will design based on estimated flow.
  - *Geologic and Geotechnical Analyses:* A geotechnical investigation would be required to complete design of Project elements, including trash removal structures, grading, and recreational structures and features. Approximately 11 borings may be required for the Project. The geotechnical data collection, analysis, and reporting effort is included as Task 7, with a separate scope provided as Attachment B.
  - *Soils Analysis:* Soil agronomic sampling and growth tests are recommended during the design phase for DeForest Park. In addition, soils are not homogeneously distributed across the DeForest site because of soils imported for levee construction. To appropriately match planting zones to soil types, soil distribution mapping will be implemented.
  - *Biological Analysis:* Existing plant communities and habitat types, including exotic species will be reviewed.

Data anticipated requiring collection or updating includes the following.

#### ***Utilities***

The City has provided CH2M HILL with utility and right-of-way information for the project area. CH2M HILL has added these utilities to the topographic survey file for the project area. Right-of-way information has also been provided in electronic format, for inclusion on the plans. This information will be updated with any new information available from the City or other sources.

#### ***Project Site Survey***

CH2M HILL has site specific survey for the Project area. The survey includes all centerline control information required for the project. Additional ground survey is required for the horizontal and vertical locations of the storm drains and adjacent topography. See above for limitations on site survey scope.

#### ***Vegetation Data***

Existing wetland and vegetation type data is at least 4-5 years old, and will be evaluated and updated. Location and quantities or area of exotic trees requiring removal and native trees requiring protection will be documented to support cost estimates.

#### ***Park Facilities***

The Landscape Architect will perform additional site reconnaissance of changes to existing conditions, including trails, viewpoints, access, emergency considerations, and any illegal or unsavory activities. This information will be utilized in park facility design.

#### ***Soils Data***

Soil agronomic sampling, detailed soil mapping, and growth tests will be performed for soils throughout the project site. This will include up to 1 sample per each 3 acres within the

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Central and Southern Basins (i.e. south of Long Beach Boulevard) of the Project site. This will result in approximately 7 samples. Samples will be conducted for Agronomic constituents (N, P, K, Mg, Ca, Fe, Na, S, Mn, Zn, B, pH, saturation extract electrical conductivity, and organic matter), and soil texture and structure. A soil GIS map will be prepared to assist in landscape design.

A Data Results section will be included in the PDR (below) to report the results of this subtask.

### **Subtask 1.5 Preliminary Design Report**

A Draft and Final PDR will be prepared to document the results of this subtask. The PDR will include all relevant tables, text, and graphics to provide the following: Project objectives, design criteria, and standards; existing data and baseline condition summary (generally referring to existing data but not reiterating it); new data collection results (including data generally provided as appendices); and the Trash Removal System Memorandum and preferred alternative.

After submittal and review of the PDR, CH2M HILL will coordinate and host a review meeting with the City and the TAC at the City's or CH2M HILL's offices, to be selected by the City. CH2M HILL will prepare an agenda for this meeting and a meeting summary upon completion. It is anticipated that any significant changes in design approach will be identified in this meeting, and modifications made for submittal of the Final PDR, prior to initiation of design. To keep the project on schedule, the PDR meeting will be held within 2 weeks of the PDR submittal, and the City should have consolidated comments from the TAC prior to this meeting.

### **Deliverables**

#### ***Subtask 1.1***

- One electronic copy of kickoff meeting agenda, provided by email;
- One brief project presentation prepared for the kickoff meeting;
- One follow-up kickoff meeting summary with action items and decisions, provided electronically by email.

#### ***Subtask 1.2***

- Trash Removal Structure Memorandum, provided electronically by email.

#### ***Subtask 1.3***

- A data results section will be included in the PDR delivered under Subtask 1.4.

#### ***Subtask 1.4***

- Draft PDR; provided as four bound hardcopies and electronic .pdf file via email or ftp site;
- PDR review meeting agenda and summary; provided electronically by email;

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- Final PDR; provided as four bound hardcopies and electronic .pdf file via email or ftp site.

### **Meetings**

- One 4-hour kickoff meeting with the TAC: attended by up to three (3) CH2M HILL team members;
- One teleconference to discuss results and alternatives of Trash Removal System Memorandum;
- One 2-hour PDR review meeting with the TAC: attended by up to three (3) CH2M HILL team members.

### **Task 2. 30 Percent Progress Document**

CH2M HILL will prepare 30 percent design documents. The plans will incorporate a stormwater-fed wetland; this would involve enhancing the existing onsite wetland. The design will not include a pipeline or associated structures to provide additional water from the Los Angeles River, or include water quality treatment for re-use. The design will include habitat and park enhancements throughout the entire basin, including the existing DeForest Nature Center, and the areas both north and south of the Market Street Pump Station. Passive recreational components will be consistent in style and extent with those developed for the Dominguez Gap Treatment Wetlands and Enhanced Groundwater Recharge Project constructed south of Del Amo Boulevard for LACDPW.

CH2M HILL will prepare plan documents on City provided title block templates. Documents will include schematic plan and profile data, preliminary details, and applicable digital photograph bed sheets, if appropriate. An overall plan set will be developed for the entire Project site. Table 1 below shows the assumed number of sheets for each design phase. Typical plan sheets will be developed at a 1 inch = 40 feet scale (full size sheets, 22" x 34").

In general, the purpose of the 30 percent design plans is to show horizontal location of existing and future facilities, right-of-way information, and provide preliminary sheet layout. The amount of labeling and survey control will be minimized to allow for ease of incorporation of comments. The Project anticipated sheet list is provided at the end of this section in Table 1. Sheets at the 30 percent design phase are anticipated to include the following:

1. Title, Location, and Index Sheets - These will include the project title sheet, general plan, location map, index to project drawings, utilities, and references. These will be placeholders only and not developed for the 30 percent level.
2. Standard Abbreviations, General Notes and Legend Sheets - CH2M HILL's standard abbreviations and general notes sheets will be edited for the specifics of this project. This will also include the detailed legend for information shown on the plan set. These will be placeholders only and not developed for the 30 percent level, but will be included for the 60% Design.

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3. Project Key Map Sheet – This will include sheet references, right-of-way delineation and call-outs, and survey bench mark information. Limits of work and ingress/egress for the project may be included on this sheet if the scale is sufficient. If not then this information will be included on the more detailed, specific site plans only. At the 30% level, this sheet will include only basic information such as the key map showing limits and locations of plan sheets.
  4. Civil Grading Sheets – CH2M HILL assumes that the scale for the grading sheets will be 40 scale, which corresponds to approximately 6 sheets for the project. These sheets will include proposed contours and elevations, right-of-way, survey control points, and benchmarks. Weed removal and areas of vegetation to be protected will also be shown or provided in a table. The 30% document will include the preliminary grading and elevations only.
  5. Site and Park Construction Plan Sheets - CH2M HILL assumes that the scale for the Site Plans Sheets will be 40 scale, which corresponds to approximately 6 sheets for the project. These sheets will include preliminary locations of onsite wetland control facilities, storm drain improvements, or trash control structure locations, and passive recreation feature locations. The invert elevations at key points such as grade changes will be called out on the plan sheet. The plan view will also include the existing utilities, right-of-way delineation, and survey control (the latter at 60% design).
  6. Channel Profile Sheets (Low Flow) - CH2M HILL assumes that these sheets will include three profiles per sheet and be 40 scale horizontally, which corresponds to approximately 2 sheets for the project area. These sheets at 30% will include proposed hydraulic grade line through the restoration area at normal conditions.
  7. Channel Section Sheets – Up to 4 sections will be cut and displayed (two per sheet) showing existing and proposed contour for the 30% design. The sections will be cut perpendicularly to the flow-line.
  8. Planting Plan Sheets (Landscaping) – CH2M HILL assumes that the scale for these sheets will be 40 scale, which corresponds to approximately 6 sheets. A plan view showing proposed planting zones will be developed to integrate with the site grade for each reach. Individual plant locations will not be shown, only planting zones. A preliminary plant palette with species appropriate for each zone will be developed for the 30% design. Plant container sizes, plant numbers, or other details about plants will not be provided at the 30 percent level. Specific detail sheets showing plant distribution within zones, or details about planting, will not be provided at the 30 percent level.

Other sheets, including utilities, planting details, and erosion control measures, will not be developed at the 30 percent design level.

CH2M HILL will prepare a construction cost estimate in the standard City format using the latest version of Microsoft Excel. Construction quantity calculations will be prepared using City standard bid items, descriptions, and codes.

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A total of two (2) color renderings of proposed habitat improvements shall be prepared from vantage points chosen by the City. The renderings will show habitat and park improvements, as they are anticipated to appear. One draft set will be provided in digital format as a .pdf file. One final set will be provided to the City in .pdf and hardcopy format. Hardcopy shall consist of 22- x 34-inch graphics affixed to foamboard.

CH2M HILL will submit 30 percent plans and cost estimate for review and comment to the City. Cost estimate will be prepared as a Class 3 estimate confirming to the guidelines by the Association for the Advancement of Cost Engineering (AACE). After submittal of the 30 Percent Design, it is assumed the City will solicit, collect, and consolidate all review comments of the design, and provide consolidated review comments in written, spreadsheet format for response by CH2M HILL. The source of the comments will be identified in order to facilitate communication should CH2M HILL require clarification of the intent of the comment. CH2M HILL will provide the spreadsheet template for this review. Prior to implementing this review, CH2M HILL will be available at the City's request for one (1) meeting/workshop to present and discuss the 30 percent design. Comments or requested revisions during this meeting will be incorporated into the review spreadsheet. All hardcopy markups representing comments or revisions on design sheets must be referenced to this spreadsheet by the comment number.

Once comments are complete and finalized and provided by the City to CH2M HILL, CH2M HILL will review the comments and develop proposed responses. CH2M HILL will be available for up to two (2) subsequent conference calls to discuss the responses. Once agreement is reached on responses to be implemented, the spreadsheet will be finalized and provided to the City. It is anticipated the review process will take a maximum of three (3) weeks. Changes to the 30 percent will be implemented and submitted to the City as a part of the 60 percent design submittal.

CH2M HILL assumes after addressing comments to the 30 Percent Design package, that specific design elements will be "frozen", and not changed for the remainder of the project without written direction from the City. CH2M HILL assumes that changing frozen items would represent out of scope work, barring determination of an error.

### **Deliverables**

- One reproducible original on bond and one 1/2-size (on 11"x 17" bond paper) copy of drawing set, and electronic files in .pdf format, for review and distribution to the City and TAC staff;
- Cost estimate in electronic .pdf format.
- One draft set of color renderings will be provided to the City in .pdf format. One final set of renderings will be provided in .pdf and hardcopy format. Hardcopy shall consist of 22- x 34-inch graphics affixed to foamboard.

### **Meetings**

- One meeting to discuss 30 percent design; attended by three (3) CH2M HILL staff;
- Two (2) subsequent teleconferences to discuss responses to review comments.

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### **Task 3. 60 Percent Progress Document**

Comments issued by the City and accepted by CH2M HILL during the 30 percent review phase will be integrated into the design.

Prepare plan documents on City provided title block templates (22"x34"). Documents will include schematic plan and profile data of modifications, preliminary details, and applicable digital photograph bed sheets. Sheets prepared during the 30 percent phase will be updated to a 60 percent design level. Additional sheets will also be developed. Table 1 below shows the assumed number of sheets per design phase. The following sheets are anticipated to be added at the 60 percent level, in addition to completion of detail of sheets provided during the 30 percent design submittal:

1. Title, Location, and Index Sheets - These will include the project title sheet, general plan, location map, index to project drawings, utilities, and references. These will be developed for the 60 percent level.
2. Detail Sheets - CH2M HILL assumes that there will be approximately 4 detail sheets for the project. These sheets will include details of structures as needed, as well as other project details.
3. Planting Detail Sheets (60 Percent Design) – Approximately three additional sheets will be developed to provide project details for the planting plan. These sheets will include detail and locations of all wetlands and upland planting throughout the site, and landscape installation details.
4. Geotechnical Boring Logs (60 Percent Design) – Approximately two sheets will be developed to show boring logs and sample locations.

Irrigation Sheets will not be prepared. As an alternative, a performance specification will be prepared and included in the contract specification to require the Contractor to design and prepare an irrigation system sufficient to serve Project needs. This performance specification will include all detail to evaluate Contractor submittals and ultimate system performance. This approach has the advantage of cost savings, both in design and construction, and less anticipated costs should changes to the irrigation system be required. CH2M HILL will place in the specification the following requirements:

- Prepare irrigation plans at a 1:40 scale, which corresponds to approximately 6 sheets.
- Prepare approximately three additional sheets for the site to provide project details for the irrigation components.
- Sheets will include all detail, pipe locations, controller locations, tie-in points for all temporary and permanent irrigation facilities for this project.
- The plan view shall also include the existing utilities, right-of-way delineation, and survey control.



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- Prepare a temporary irrigation system that will endure all reasonable wear and tear for a minimum of 3 years, provide water at rates and coverage appropriate for native plant installation, and meet all other requirements to be established in the performance criteria of the specification.

CH2M HILL will prepare an outline of technical specification for sections not available in City standard specification (understood to be "Green Book" specification sections). The City will provide an electronic copy of "boilerplate" administrative specifications for use and integration by CH2M HILL.

Prepare cost estimate of work based on 60 percent level of detail (Class 2 estimate per AACE).

Submit 60 Percent Plans, Estimates, and Specification Outline for review and comment to the City. After submittal of the 60 Percent Design, it is assumed the City will coordinate all internal review of the design, and provide the consolidated review comments in written, spreadsheet format for response by CH2M HILL. CH2M HILL will provide the spreadsheet template for this review. Prior to implementing this review, CH2M HILL will be available at the City's request for one (1) meeting/workshop to present and discuss the 60 percent design. Comments or requested revisions during this meeting will be incorporated into the review spreadsheet. All hardcopy markups representing comments or revisions on design sheets must be referenced to this spreadsheet by the comment number.

Once comments are complete and finalized and provided by the City to CH2M HILL, CH2M HILL will review the comments and develop proposed responses. CH2M HILL will be available for up to two (2) subsequent conference calls to discuss the responses. Once agreement is reached on responses to be implemented, the spreadsheet will be finalized and provided to the Agency. It is anticipated the review process will take a maximum of three (3) weeks. Changes to the 60 percent will be implemented and submitted to the City as a part of the 90 percent design submittal.

#### **Deliverables**

- One reproducible original bond and one 1/2-size (11" x 17" bond paper) copy of drawing set, and electronic files in .pdf format, for review and distribution to the City and TAC staff;
- Specification outline in electronic .pdf format
- Cost estimate in electronic .pdf format.

#### **Meetings**

- One meeting to discuss 60 percent design; attended by three (3) CH2M HILL staff;
- Two (2) subsequent teleconferences to discuss responses to review comments.

#### **Task 4. 90 Percent Progress Document**

Comments issued by the City and accepted by CH2M HILL during the 60 percent review phase will be integrated into the design. Documents will include detailed plan and profile data, and details.

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Prepare technical specification sections, including references to Green Book sections where appropriate, and coordinate particular sections with City-provided Division One "front end" boilerplate General Conditions and Special Contract provisions. Specifications will be delivered to the City in electronic format for distribution and review.

Prepare cost estimate of work based on 90 percent progress level of detail (Class 1 estimate per AACE).

Submittal and review of the 90 percent deliverables will be as described under 60 Percent Progress Document; except, no review meeting/workshop will be conducted. Review is expected to be by markups and/or comments as described under the 60 Percent Progress Document, with adjudication of comments taking place in up to two (2) teleconferences with the City.

#### **Subtask 4.1 Interpretive Signage 90 Percent Design**

CH2M HILL will subcontract to Acorn Naturalist to produce 90 percent text and graphics for up to seven interpretive panels.

##### **Deliverables**

- One reproducible original bond and one ½-size (on 11" x 17" bond paper) copy of drawings set for review and distribution to the City and TAC staff;
- Specification sections in electronic .pdf format
- Cost estimate in electronic .pdf format.

##### **Meetings**

- Two (2) teleconferences to discuss responses to review comments.

#### **Task 5. 100 Percent Contract Document**

Comments issued by the City and accepted by CH2M HILL during the 90 percent review phase will be integrated into the design. Once comments are integrated, an electronic 95 percent submittal in .pdf format will be provided to the City. The 95 percent will represent the final review copy; any changes from review on this are anticipated to be minor and editorial.

Once this review is complete, the final drawings will be prepared and stamped for use in the bid and construction processes for the City. This deliverable will be transmitted as CAD (Microstation) drawing files and PDF format specifications via CD-ROM, plus one reproducible stamped and signed Mylar copy in 22-inch by 34-inch format. It is assumed the City will sign the reproducible set as appropriate and provide reproductions as required for bidding and construction purposes.

A descriptive technical specification will be integrated with City provided Bidder's Instructions, General Conditions, Special Contract Provisions and other Division One data. Specifications will be provided in hard copy and electronic .pdf formats. Specification Microsoft word files can also be provided with City-execution of a use agreement/waiver.

Prepare cost estimate of work based on 100 percent progress level of detail.

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Archive all design drawings.

### **Deliverables**

- One reproducible, stamped and signed Mylar original, 22-inch by 34-inch format;
- One set of specifications in hardcopy and electronic .pdf format;
- Cost estimate in electronic .pdf format.

### **Meetings**

- Assume no additional meetings are needed.

## **Task 6. Interpretive Sign Development**

### **Subtask 6.1 Interpretive Sign Preliminary Design**

CH2M HILL will subcontract to The Acorn Group to produce text and graphics for up to seven interpretive panels, including one 40x60-inch panel, five 24x36-inch panels, and one 24x24-inch panel. This will include preliminary text and concept development and presentation/ distribution to the TAC. One set of readability tests will be performed on text. Preliminary concepts will be presented at the same time 60 percent engineering designs are submitted, and discussed and reviewed during the 60 percent review cycle.

### **Subtask 6.2 Interpretive Sign Final Design**

During this subtask, final text development will occur with client review, with one set of readability tests. Final art concepts will be developed, and final artwork commissioned. This task will be completed between the 60 and 90 percent engineering design, with final review occurring at the same time 90 percent design review occurs.

### **Subtask 6.3 Interpretive Sign Final Production**

This will include final art and text development based on 90 percent review cycle. It will then include final scanning, downloading, and conversion of full-sized process images, and final pre-fabrication production with file preparation according to vendor specifications.

### **Deliverables**

- Preliminary concept text and graphic designs in digital and hardcopy format; one reproducible bond copy of each panel provided (11x17 inch);
- Draft final panel design in digital and hardcopy format; one reproducible bond copy of each panel provided (11x17 inch);
- Final artwork images in appropriate digital format for production, provided by DVD. No hardcopy provided at this point.

### **Meetings**

- Two (2) meetings attended by up to two (2) Acorn Group staff (manager and art director), occurring coincidental to the 60 and 90 percent review meetings.

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## **Task 7. Geotechnical Investigation and Report**

A geotechnical investigation and report will be completed to include up to 11 borings. The geotechnical data collection, analysis, and reporting effort are described as a separate scope provided as Attachment B.

### **Deliverables**

- Described under Attachment B.

### **Meetings**

- Described under Attachment B.

## **Task 8. Artistic Gate and Support Design**

CH2M HILL will subcontract to artist Brett Goldstone and a structural engineer to provide design for two gate complexes. One will be a 16-foot maintenance access gate with an adjacent 4-foot pedestrian/bicycle access. The second will be a 4-foot pedestrian/bicycle access gate. Both gate complexes will be lockable at night. It is assumed that final construction drawings of the gates themselves will not be developed; construction drawings will be developed for supporting structural elements only. For the gates, the artist will fabricate gates according to concepts and specifications during the construction contract phase of the Project without construction-level drawings.

### **Subtask 8.1 Draft and Final Design Sketches/Artist Renderings**

Prepare draft and final design sketches/artist rendering of proposed gate structures. The draft sketches would be presented to the City for any comment, and the final sketches prepared to incorporate their comments. The support structure for the gates will also be sketched as appropriate and integral with the gate design. Provided in any media at artist's preference, but scanned or photographed to allow for printable, 11x17 copy of sketch/rendering, and provided to the City as hardcopy. Cost estimates for gate fabrication will be acquired from the artist and used in the 90 percent cost estimate.

### **Subtask 8.2 Gate Structural Components Engineering Design**

It is anticipated that the artist himself would construct the gate elements during the construction phase, not included in this scope. However, in this scope, a licensed Professional Engineer in the State of California will prepare up to two (2) full-size (22x34 inch) engineering drawings of structural plan, section, and details as required for gates, support structures, and footings, and to ensure appropriate installation of all Contractor-installed portions of the gate complexes.

Prepare drawings to include an 85 percent complete submittal for review by the City, and a 100 percent stamped submittal. Review by CH2M HILL and City staff will be conducted on the 85 percent submittal for integration in the 100 percent submittal. Geotechnical data will be collected by CH2M HILL as needed for design, and will be made available to the structural engineer. The 85 percent submittal to include full size hardcopy and digital .pdf files. The 100 percent submittal to include full size wet-stamped hardcopy mylars for

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reproduction, digital .pdf files, and all CAD files in the latest versions of Autocad or Microstation. The City to provide appropriate border template for engineering drawings.

Prepare any technical specifications for gate, support structure, or footing components, either directly on the engineering drawings, or as a separate sections included with specification package submitted at 90 and 100 percent submittals. Cost estimates for gate structural element fabrication will be acquired from the engineer and used in the 90 and 100 percent cost estimates.

### **Subtask 8.3 Review Meetings**

The artist will attend one (1) two (2)-hour meeting at the City of Long Beach to present initial art concepts, and the artist and structural engineer will attend one (1) two (2)-hour meeting at the City of Long Beach to review designs at the 85 percent engineering design phase. Two (2) additional conference calls (1 hour) will be conducted as needed to discuss any art or engineering review.

### **Deliverables**

- Draft and Final 11x17 hardcopy submittal of Artist gate concepts.
- Engineering drawings of gates, structural supports, or footings as needed for contractor-installed portions of gates, including an 85 and 100 percent submittal. The 85 percent submittal to include full size hardcopy and digital .pdf files. The 100 percent submittal to include full size wet-stamped hardcopy mylars for reproduction, digital .pdf files, and all CAD files in the latest versions of Autocad or Microstation.
- Technical specifications for gate, support structure, or footing components included with specification package submitted at 90 and 100 percent submittals.
- Construction cost estimates will be acquired and submitted with the 90 and 100 percent submittals.

### **Meetings**

- Described under Subtask 8.3.

## **Task 9. Project Management and QA/QC**

This task will include the following:

- Contract setup and budget setup, and monthly accounting requirements including Estimate at Completion updates and preparation and submittal of invoices.
- Preparing Project Instructions, including defining client and CH2M HILL project organization, communication, project cost control procedures, document control, health and safety plans, change management and other project management requirements.
- Preparation of a Quality Assurance/Quality Control Plan and implementation of requirements of that plan. This would include appropriate review by designated staff at all stages of work products from initial setup to final delivery.
- Meetings and Coordination will be implemented during the duration of the Project to address information and issues as they come up. It is anticipated that this will include a

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bi-weekly meeting described as the following: (1) a monthly call attended by a minimum of one (1) but up to four (4) CH2M HILL staff depending on the stage of design and pertinent issues; and (2) a monthly face to face meeting attended by a minimum of (1) but up to three (3) CH2M HILL staff depending on the stage of design and pertinent issues. No additional meetings are budgeted beyond this except those specifically called out in tasks above.

- Per CH2M HILL requirements, a field Health and Safety Plan will be developed and implemented to ensure safe conditions during field activities. This will include review and sign-off by all field staff and subcontractors required to implement field surveys.

## **Assumptions**

- No further permitting or environmental documentation will be needed, nor is included in this scope and cost estimate;
- Meetings, including number of meetings and staff attendance, are as described above;
- The fees for permits required for the Geotechnical Investigation will be paid by the City;
- The City will remove vegetation as required to conduct the drilling for the Geotechnical Investigation if required;
- A source of irrigation water is available at the project site with adequate pressure and flow to satisfy the irrigation system design requirements.
- Irrigation plans and details will not be prepared, as described above. Instead, a performance specification for a Contractor-designed irrigation system will be required and specified in the construction documents.

# Proposed Sheet List

Table 1. Anticipated Sheet List, DeForest Park Restoration Design Project

DeForest Park Restoration Project Design – Anticipated Sheet Count											
Sheet	30%	60%	90%	Anticipated Sheets per Reach						TOTAL	
				Reach 1 (South End)	Reach 2	Reach 3	Reach 4	Reach 5	Reach 6 (North End)		
Title, Location, and Index Drawing		X	X							Combined (1 total)	1
Standard Abbreviations		X	X							Combined (1 total)	1
General and Civil Legends and Notes			X							Combined (1 total)	1
Key Map	X	X	X							Combined (1 total)	1
Site & Park Construction Plan	X	X	X	1	1	1	1	1	1		6
Grading Plan	X	X	X	1	1	1	1	1	1		6
Channel Profile	X	X	X							Combined (2 total)	2
Channel Sections	X	X	X							Combined (2 total)	2
Lighting and Utilities Details		X	X							Combined (1 total)	1
Park Construction Details		X	X							Combined (2 total)	2
Planting Plan	X	X	X	1	1	1	1	1	1		6
Planting Details		X	X							Combined (2 total)	2
Irrigation Plan				PERFORMANCE SPECIFICATION – Contractor will prepare plans							0
Irrigation Details				PERFORMANCE SPECIFICATION – Contractor will prepare plans							0
Trash Capture Plans and Details		X	X							Combined (2 total)	2
Gate Structural Plan and Details			X							Combined (2 total)	2
Standard Construction Details			X							Combined (3 total)	3
Geotechnical Boring Logs		X	X							Combined (2 total)	2
<b>TOTAL</b>											<b>40</b>

**Proposed Schedule**

TABLE 2. DEFOREST PARK DESIGN PROJECT - DRAFT DESIGN SCHEDULE		Assuming NTP by October 15, 2008																																					
TASK	DESCRIPTION	2008				2009																																	
		NOV				DEC				JAN				FEB				MAR				APR				MAY				JUN				JUL				AUG	
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4		
<b>DF.01</b>	<b>Preliminary Design Phase</b>																																						
DF.01.01	Kickoff Meeting	■																																					
DF.01.02	Project Review		■																																				
DF.01.03	Data Verification & Collection			■																																			
DF.01.04	Preliminary Design Report				■																																		
<b>DF.02</b>	<b>30 Percent Progress Doc</b>																																						
DF.02.01	Drawings							■																															
DF.02.02	Costs								■																														
DF.02.03	Color Renderings									■																													
DF.02.04	Review										■																												
<b>DF.03</b>	<b>60 Percent Progress Doc</b>																																						
DF.03.01	Drawings														■																								
DF.03.02	Specs															■																							
DF.03.03	Costs																■																						
DF.03.04	Review																	■																					
<b>DF.04</b>	<b>90 Percent Progress Doc</b>																																						
DF.04.01	Drawings																																						
DF.04.02	Specs																																						
DF.04.03	Costs																																						
DF.04.04	Review																																						
<b>DF.05</b>	<b>100 Percent Contract Doc</b>																																						
DF.05.01	95% Submittal																																						
DF.05.02	Final Production																																						
<b>DF.06</b>	<b>Interpretive Sign Development</b>																																						
DF.06.01	Intrp Sign Prelim Design																																						
DF.06.02	Intrp Sign Final Design																																						
DF.06.03	Intrp Sign Final Production																																						
<b>DF.07</b>	<b>Geotechnical Investigation &amp; Report</b>																																						
DF.07.01	Field Investigation			■																																			
DF.07.02	Geotech Analysis and Report					■																																	
DF.07.03	Boring Log Sheets																																						
<b>DF.08</b>	<b>Artist Gate and Support Design</b>																																						
DF.08.01	Draft and Final Artist Renderings																																						
DF.08.02	Gate Structural Design																																						
DF.08.03	Review Meetings																																						
<b>DF.09</b>	<b>Project Management &amp; QA/QC</b>																																						



## **Attachment A – Proposed Fee**

**DeForest Park Design 2008 - REVISION3 - City  
of Long Beach**



**Labor Rates Schedule (PD)**

Chargeable Tasks, All Budgets, without Budget Subtotals, without Period Subtotals,  
without Estimating Frequency Subtotals

<b>Functional Category</b>	<b>Rate</b>
<b>Period: Calendar Year 2008</b>	
Principal-in-Charge/Principal Mgr.	240.00
Principal PM/Principal Consultant/Program Mgr.	220.00
Sr. Project Manager/Sr. Technologist	203.00
Project Mgr./Sr. Engineer/Scientist	185.00
Task Manager/Project Engineer/Asst. PM	173.00
Associate/Resident Engineer	149.00
Sr. Contracts/Procurement	185.00
Sr. Contracts/Procurement	173.00
Sr. Contracts/Procurement	149.00
Staff Contracts/Procurement	123.00
Staff Engineer/Scientist/Planner	123.00
Sr. Technician II	143.00
Sr. Technician I	131.00
Staff Technician/Technical Editor	112.00
Junior Technician	90.00
Administration/Accounting	90.00
<b>Period: Calendar Year 2009</b>	
Principal-in-Charge/Principal Mgr.	250.00
Principal PM/Principal Consultant/Program Mgr.	229.00
Sr. Project Manager/Sr. Technologist	211.00
Project Mgr./Sr. Engineer/Scientist	192.00
Task Manager/Project Engineer/Asst. PM	180.00
Associate/Resident Engineer	155.00
Sr. Contracts/Procurement	192.00
Sr. Contracts/Procurement	180.00
Sr. Contracts/Procurement	155.00
Staff Contracts/Procurement	128.00
Staff Engineer/Scientist/Planner	128.00
Sr. Technician II	149.00
Sr. Technician I	136.00
Staff Technician/Technical Editor	116.00
Junior Technician	94.00
Administration/Accounting	94.00

**DeForest Park Design 2008 - REVISION3 -  
City of Long Beach**



**Price by Element**

Chargeable Tasks, All Budgets, without Budget Subtotals, without Period  
Subtotals, without Estimating Frequency Subtotals

<b>Task</b>	<b>Hours</b>	<b>Labor</b>	<b>Labor Subtotal</b>	<b>Expense</b>	<b>Subs</b>	<b>Travel</b>	<b>Subtotal</b>
<b>Top Task DF</b>							
DF.01 - Preliminary Design Phase	288.00	44,368.00	44,368.00	800.00	16,200.00	595.20	61,963.20
DF.02 - 30 Percent Progress Doc	586.00	89,972.00	89,972.00	0.00	0.00	117.60	90,089.60
DF.03 - 60 Percent Progress Doc	506.00	78,528.00	78,528.00	0.00	0.00	117.60	78,645.60
DF.04 - 90 Percent Progress Doc	442.00	67,990.00	67,990.00	0.00	0.00	0.00	67,990.00
DF.05 - 100 Percent Contract Doc	226.00	34,238.00	34,238.00	2,200.00	0.00	0.00	36,438.00
DF.06 - Interpretive Sign Development		0.00	0.00	0.00	30,050.00	0.00	30,050.00
DF.07 - Geotechnical Investigation & Report	58.00	8,880.00	8,880.00	0.00	33,600.00	0.00	42,480.00
DF.08 - Artistic Gate & Support Design		0.00	0.00	0.00	11,000.00	0.00	11,000.00
DF.09 - Project Management & QA/QC	258.00	43,632.00	43,632.00	7.00	0.00	0.00	43,639.00
<b>Subtotal for DF</b>	<b>2,364.00</b>	<b>367,608.00</b>	<b>367,608.00</b>	<b>3,007.00</b>	<b>90,850.00</b>	<b>830.40</b>	<b>462,295.40</b>
<b>Grand Total</b>	<b>2,364.00</b>	<b>367,608.00</b>	<b>367,608.00</b>	<b>3,007.00</b>	<b>90,850.00</b>	<b>830.40</b>	<b>462,295.40</b>

**DeForest Park Design 2008 - REVISION3 -  
City of Long Beach**



**Total Price Detail**

Chargeable Tasks, All Budgets, without Budget Subtotals, without Period  
Subtotals, without Estimating Frequency Subtotals

Description	Per Diem Code	Unit	Quantity	Rate	Price
<b>Top Task DF -</b>					
<b>Task DF.01 - Preliminary Design Phase</b>					
Project Mgr./Sr. Engineer/Scientist	5	HOURS	54	185.00	9,990.00
Task Manager/Project Engineer/Asst. PM	6	HOURS	32	173.00	5,536.00
Associate/Resident Engineer	7	HOURS	78	149.00	11,622.00
Staff Engineer/Scientist/Planner	7	HOURS	48	149.00	7,152.00
Staff Engineer/Scientist/Planner	8	HOURS	34	123.00	4,182.00
Sr. Technician II	11	HOURS	32	143.00	4,576.00
Sr. Technician I	12	HOURS	10	131.00	1,310.00
			<b>288</b>		<b>44,368.00</b>
					<b>44,368.00</b>
GPS Rental		DOLLARS	2	400.00	800.00
					<b>800.00</b>
Soil Sampling		DOLLARS	4,200	1.00	4,200.00
Survey		DOLLARS	12,000	1.00	12,000.00
					<b>16,200.00</b>
Auto Miles		MILES	320	0.59	187.20
Field Day - Auto, Expenses		DOLLARS	2	140.00	280.00
Field Day - Expenses		DOLLARS	2	40.00	80.00
Travel Expense		DOLLARS	24	1.00	24.00
Travel Expenses		DOLLARS	24	1.00	24.00
					<b>595.20</b>
					<b>61,963.20</b>
					<b>61,963.20</b>
<b>Task DF.02 - 30 Percent Progress Doc</b>					
Project Mgr./Sr. Engineer/Scientist	5	HOURS	60	192.00	11,520.00
Task Manager/Project Engineer/Asst. PM	6	HOURS	66	180.00	11,880.00
Associate/Resident Engineer	7	HOURS	84	155.00	13,020.00
Staff Engineer/Scientist/Planner	7	HOURS	56	155.00	8,680.00
Sr. Technician II	11	HOURS	104	149.00	15,496.00
Sr. Technician I	12	HOURS	216	136.00	29,376.00
			<b>586</b>		<b>89,972.00</b>
					<b>89,972.00</b>
Auto Mileage		MILES	160	0.59	93.60
Travel Expenses		DOLLARS	24	1.00	24.00
					<b>117.60</b>
					<b>90,089.60</b>
					<b>90,089.60</b>

**DeForest Park Design 2008 - REVISION3 -  
City of Long Beach**



**Total Price Detail**

Chargeable Tasks, All Budgets, without Budget Subtotals, without Period  
Subtotals, without Estimating Frequency Subtotals

Description	Per Diem Code	Unit	Quantity	Rate	Price
<b>Task DF.03 - 60 Percent Progress Doc</b>					
Project Mgr./Sr. Engineer/Scientist	5	HOURS	58	192.00	11,136.00
Task Manager/Project Engineer/Asst. PM	6	HOURS	60	180.00	10,800.00
Associate/Resident Engineer	7	HOURS	88	155.00	13,640.00
Staff Engineer/Scientist/Planner	7	HOURS	64	155.00	9,920.00
Sr. Technician II	11	HOURS	72	149.00	10,728.00
Sr. Technician I	12	HOURS	164	136.00	22,304.00
			<b>506</b>		<b>78,528.00</b>
					<b>78,528.00</b>
Auto Mileage		MILES	160	0.59	93.60
Travel Expenses		DOLLARS	24	1.00	24.00
					<b>117.60</b>
					<b>78,645.60</b>
					<b>78,645.60</b>
<b>Task DF.04 - 90 Percent Progress Doc</b>					
Project Mgr./Sr. Engineer/Scientist	5	HOURS	52	192.00	9,984.00
Task Manager/Project Engineer/Asst. PM	6	HOURS	52	180.00	9,360.00
Associate/Resident Engineer	7	HOURS	86	155.00	13,330.00
Staff Engineer/Scientist/Planner	7	HOURS	60	155.00	9,300.00
Sr. Technician II	11	HOURS	48	149.00	7,152.00
Sr. Technician I	12	HOURS	108	136.00	14,688.00
Staff Technician/Technical Editor	13	HOURS	36	116.00	4,176.00
			<b>442</b>		<b>67,990.00</b>
					<b>67,990.00</b>
					<b>67,990.00</b>
					<b>67,990.00</b>
<b>Task DF.05 - 100 Percent Contract Doc</b>					
Project Mgr./Sr. Engineer/Scientist	5	HOURS	30	192.00	5,760.00
Task Manager/Project Engineer/Asst. PM	6	HOURS	22	180.00	3,960.00
Associate/Resident Engineer	7	HOURS	22	155.00	3,410.00
Staff Engineer/Scientist/Planner	7	HOURS	12	155.00	1,860.00
Sr. Technician II	11	HOURS	56	149.00	8,344.00
Sr. Technician I	12	HOURS	58	136.00	7,888.00
Staff Technician/Technical Editor	13	HOURS	26	116.00	3,016.00
			<b>226</b>		<b>34,238.00</b>
					<b>34,238.00</b>
Mylar Production		DOLLARS	2,200	1.00	2,200.00
					<b>2,200.00</b>
					<b>36,438.00</b>

**DeForest Park Design 2008 - REVISION3 -  
City of Long Beach**



**Total Price Detail**

Chargeable Tasks, All Budgets, without Budget Subtotals, without Period  
Subtotals, without Estimating Frequency Subtotals

Description	Per Diem Code	Unit	Quantity	Rate	Price
<b>Subtotal for DF.05 - 100 Percent Contract Doc</b>					<b>36,438.00</b>
<b>Task DF.06 - Interpretive Sign Development</b>					
Acorn Naturalist		DOLLARS	30,050	1.00	30,050.00
<b>Subtotal for Subcontract</b>					<b>30,050.00</b>
<b>Subtotal for Costs</b>					<b>30,050.00</b>
<b>Subtotal for DF.06 - Interpretive Sign Development</b>					<b>30,050.00</b>
<b>Task DF.07 - Geotechnical Investigation &amp; Report</b>					
Sr. Project Manager/Sr. Technologist	4	HOURS	8	211.00	1,688.00
Task Manager/Project Engineer/Asst. PM 6		HOURS	4	173.00	692.00
Task Manager/Project Engineer/Asst. PM 6		HOURS	2	180.00	360.00
Sr. Technician II	11	HOURS	12	149.00	1,788.00
Sr. Technician I	12	HOURS	32	136.00	4,352.00
<b>Subtotal for Labor</b>					<b>8,880.00</b>
<b>Subtotal for Labor and Overhead</b>					<b>8,880.00</b>
Geotechnical Subcontractor		DOLLARS	33,600	1.00	33,600.00
<b>Subtotal for Subcontract</b>					<b>33,600.00</b>
<b>Subtotal for Costs</b>					<b>42,480.00</b>
<b>Subtotal for DF.07 - Geotechnical Investigation &amp; Report</b>					<b>42,480.00</b>
<b>Task DF.08 - Artistic Gate &amp; Support Design</b>					
Gate Design Team - Goldstone		DOLLARS	11,000	1.00	11,000.00
<b>Subtotal for Subcontract</b>					<b>11,000.00</b>
<b>Subtotal for Costs</b>					<b>11,000.00</b>
<b>Subtotal for DF.08 - Artistic Gate &amp; Support Design</b>					<b>11,000.00</b>
<b>Task DF.09 - Project Management &amp; QA/QC</b>					
Principal PM/Principal Consultant/Program Mgr.	3	HOURS	4	220.00	880.00
Principal PM/Principal Consultant/Program Mgr.	3	HOURS	66	229.00	15,114.00
Sr. Project Manager/Sr. Technologist	4	HOURS	4	203.00	812.00
Sr. Project Manager/Sr. Technologist	4	HOURS	12	211.00	2,532.00
Project Mgr./Sr. Engineer/Scientist	5	HOURS	12	185.00	2,220.00
Project Mgr./Sr. Engineer/Scientist	5	HOURS	56	192.00	10,752.00
Task Manager/Project Engineer/Asst. PM 6		HOURS	12	180.00	2,160.00
Sr. Contracts/Procurement	5	HOURS	2	185.00	370.00
Staff Contracts/Procurement	9	HOURS	4	123.00	492.00
Staff Contracts/Procurement	9	HOURS	8	128.00	1,024.00
Administration/Accounting	19	HOURS	14	90.00	1,260.00
Administration/Accounting	19	HOURS	64	94.00	6,016.00
<b>Subtotal for Labor</b>					<b>43,632.00</b>
<b>Subtotal for Labor and Overhead</b>					<b>43,632.00</b>

**DeForest Park Design 2008 - REVISION3 -  
City of Long Beach**



**CH2MHILL**

**Total Price Detail**

Chargeable Tasks, All Budgets, without Budget Subtotals, without Period  
Subtotals, without Estimating Frequency Subtotals

Description	Per Diem Code	Unit	Quantity	Rate	Price
Health & Safety		HOURS	4	1.75	7.00
					<b>7.00</b>
					<b>43,639.00</b>
					<b>43,639.00</b>
					<b>462,295.40</b>
					<b>462,295.40</b>

# DeForest Park Design 2008 - REVISION3 - City of Long Beach



## Expense

Chargeable Tasks, All Budgets, without Budget Subtotals, without Period Subtotals,  
without Estimating Frequency Subtotals

Expense Description	Unit	Quantity	Rate	Amount
<b>Top Task DF</b>				
<b>Task DF.01 - Preliminary Design Phase</b>				
GPS Rental	DOLLARS	2.0	400.00	800.00
			<b>Subtotal for DF.01 - Preliminary Design Phase</b>	<b>800.00</b>
 <b>Task DF.05 - 100 Percent Contract Doc</b>				
Mylar Production	DOLLARS	2,200.0	1.00	2,200.00
			<b>Subtotal for DF.05 - 100 Percent Contract Doc</b>	<b>2,200.00</b>
 <b>Task DF.09 - Project Management &amp; QA/QC</b>				
Health & Safety	HOURS	4.0	1.75	7.00
			<b>Subtotal for DF.09 - Project Management &amp; QA/QC</b>	<b>7.00</b>
			<b>Subtotal for DF</b>	<b>3,007.00</b>
			<b>Grand Total</b>	<b>3,007.00</b>



**DeForest Park Design 2008 - REVISION3 -  
City of Long Beach**



**Subcontractor**

Chargeable Tasks, All Budgets, without Budget Subtotals, without Period  
Subtotals, without Estimating Frequency Subtotals

<b>Task/Subcontractor Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
<b>Top Task DF</b>				
<b>Task DF.01 - Preliminary Design Phase</b>				
Soil Sampling	DOLLARS	4,200.0	1.00	4,200.00
Survey	DOLLARS	12,000.0	1.00	12,000.00
<b>Subtotal for DF.01 - Preliminary Design Phase</b>				<b>16,200.00</b>
<b>Task DF.06 - Interpretive Sign Development</b>				
Acorn Naturalist	DOLLARS	30,050.0	1.00	30,050.00
<b>Subtotal for DF.06 - Interpretive Sign Development</b>				<b>30,050.00</b>
<b>Task DF.07 - Geotechnical Investigation &amp; Report</b>				
Geotechnical Subcontractor	DOLLARS	33,600.0	1.00	33,600.00
<b>Subtotal for DF.07 - Geotechnical Investigation &amp; Report</b>				<b>33,600.00</b>
<b>Task DF.08 - Artistic Gate &amp; Support Design</b>				
Gate Design Team - Goldstone	DOLLARS	11,000.0	1.00	11,000.00
<b>Subtotal for DF.08 - Artistic Gate &amp; Support Design</b>				<b>11,000.00</b>
				<b>Subtotal for DF</b>
				<b>90,850.00</b>
				<b>Grand Total</b>
				<b>90,850.00</b>

**DeForest Park Design 2008 - REVISION3 - City  
of Long Beach  
Simplified Travel**



Chargeable Tasks, All Budgets, without Budget Subtotals, without Period Subtotals,  
without Estimating Frequency Subtotals

Expense Description	Quantity	Rate	Amount
<b>Top Task DF</b>			
<b>Task DF.01 - Preliminary Design Phase</b>			
Field Day - Abbreviated - Field Day - Expenses	2.0	40.00	80.00
Field Day - Field Day - Auto, Expenses	2.0	140.00	280.00
Travel Auto Mileage - Auto Miles	320.0	0.585	187.20
Travel Expenses	24.0	1.00	24.00
Travel Expenses - Travel Expense	24.0	1.00	24.00
<b>Subtotal for DF.01 - Preliminary Design Phase</b>			<b>595.20</b>
 <b>Task DF.02 - 30 Percent Progress Doc</b>			
Travel Auto Mileage - Auto Mileage	160.0	0.585	93.60
Travel Expenses	24.0	1.00	24.00
<b>Subtotal for DF.02 - 30 Percent Progress Doc</b>			<b>117.60</b>
 <b>Task DF.03 - 60 Percent Progress Doc</b>			
Travel Auto Mileage - Auto Mileage	160.0	0.585	93.60
Travel Expenses	24.0	1.00	24.00
<b>Subtotal for DF.03 - 60 Percent Progress Doc</b>			<b>117.60</b>
<b>Subtotal for DF</b>			<b>830.40</b>
<b>Grand Total</b>			<b>830.40</b>

## **Attachment B – Geotechnical Scope**



D I A Z • Y O U R M A N

& ASSOCIATES

*Geotechnical Services*

1616 EAST 17th STREET, SANTA ANA, CALIFORNIA 92705-8509 (714) 245-2920 Fax: (714) 245-2950

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Date: July 9, 2008 Proposal No. 07-263  
To: Mr. James Gorham From: Mr. Nadesh Nadeswaran  
CH2MHILL  
Email: James.Gorham@CH2M.com Pages: 4 (including cover)  
Phone: 714-435-6151 Original to follow: \_\_\_ Yes X No  
cc:

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Subject: Revised Proposal for Geotechnical Services  
DeForest Park Wetlands  
Long Beach, California

Diaz•Yourman & Associates (DYA) is pleased to present this revised proposal to provide geotechnical services for the subject project. This proposal is based on our review of your email dated September 21, 2007; our site visit on September 24, 2007; our previous proposal dated November 9, 2007; and discussions with you and Mr. Robert Henderson. We understand that the proposed investigation will be part of the restoration design project for the DeForest Park, bounded by DeForest Avenue to the east, Del Amo Boulevard to the south, the Los Angeles River to the west, and several blocks north of Long Beach Boulevard to the north. The proposed project includes grading, installation of trash removal structures, pedestrian boardwalk, and associated miscellaneous recreational components. Preferred boring locations and exploration depths were previously determined by the CH2MHILL team and were used as the basis of this proposal. Some of the borings will likely have to be relocated during the fieldwork based on the site conditions (e.g., access, weather) at the time of investigation.

Based on our observation during site visits, a regular truck-mounted drill rig may not be able to access preferred boring locations (B-1 through B-7) due to narrow spacing between existing trees. Some of the locations (B-4 through B-6) are within heavy bushes. One location (B-9) was within standing water (approximately 1 foot deep) at the time of our visit. We understand that bushes will be removed by others prior to the geotechnical field work. To minimize the impact to the existing trees without complete removal, we are proposing a limited access, track-mounted drill (LAR) rig to perform the fieldwork. Even though some locations (B-10A, B-10B, and B-11) can be accessed with an all-wheel-drive, truck-mounted drill rig, the same LAR equipment will be used to eliminate the additional mobilization costs.

We propose to perform our work in two stages: design and construction services. The scope of services specifically excludes any investigation needed to evaluate the presence or absence of hazardous or toxic materials, including mold, at the site in the soil, surface water, or groundwater. However, these services can be provided upon request. Our scope of work for design, proposed schedule, estimated fee, and assumptions is summarized in Table 1. Our scope of work for construction services will be provided once the design is complete and the contractor's schedule is known.

We propose to provide our design services on a lump sum basis. To provide written authorization to proceed, please sign the attached agreement or issue a mutually acceptable contract.

We appreciate the opportunity to propose our services to you and look forward to working with you on this project. If you have any questions, please call.

**Table 1 - PROJECT SUMMARY**

TASK	SCOPE	SCHEDULE (weeks)*	HOURS	FEE
Task 1 - Data Review/Underground Service Alert (USA) Notification	Review the project plans, underground utility plans, and geotechnical information provided for the subject project; mark and contact Underground Service Alert (USA) to check Task 2 boring locations for underground utilities.	3	22	\$3,900
Task 2 - Subsurface Investigation	Drill 11 borings assigned by CH2MHILL, ranging between 15 to 50 feet deep, for a total of 270 feet, using a limited-access drill rig with hollow-stem auger techniques. Backfill borings with excavated material if no groundwater is encountered or cement/bentonite grout below water table.	3	39	\$15,300
Task 3 - Laboratory Testing	Perform 30 moisture content/dry density, 20 particle size analysis - #200 sieve, Atterberg limits, 8 shear strength, 2 consolidation, 2 sand equivalent 5 compaction, and 4 corrosion tests.	6	10	\$6,400
Tasks 4 & 5 - Analysis & Reporting	Provide a report with conclusions and recommendations regarding: seismic hazards based on published maps, earthwork/grading, shallow foundation bearing capacity and settlement, slab-on-grade, lateral earth pressures, and corrosion potential.	8	62	\$8,000
<b>TOTAL</b>		<b>8</b>	<b>133</b>	<b>\$33,600</b>
<b>Note:</b>				
* Time to complete after receipt of written notice to proceed or site access is granted, whichever is longer.				

The fee and schedule presented in Table 1 are based on the following assumptions:

- This work will be performed November 2008 to March 2009.
- Encroachment permits are required by the City of Long Beach and County of Los Angeles.
- Permit fees in excess of \$1,000 are paid by others.
- All underground utilities are shown correctly on the plans described in Task 1. Note that sewer and storm drains are not included in the Underground Service Alert (USA) inventory.
- The site is accessible to track-mounted field equipment during normal working (non-overtime) hours.
- Surface obstruction (vegetation/planting preventing field equipment access) will be removed by others.
- Fieldwork complete in three working days.
- Percolation test, if needed, will be provided for additional budget.
- Prevailing wage rules apply to fieldwork.
- Soil and groundwater are not contaminated.
- Borings are backfilled with cuttings if no groundwater is encountered.
- Investigation derived waste (IDW) is left onsite for disposal by the owner.
- One original and five copies of the report will be provided.

## 2.2.5 Secondary and Detailed Site Selection Summary

Based on the secondary and detailed site selection, five potential IFD sites were recommended within this segment of the I-10 corridor. Information for the recommended sites is summarized in Table 2-5 (also shown in the maps in Appendix M).

**TABLE 2-5**  
Recommended Infiltration Device Sites from Secondary and Detailed Screening

Site No.	PM	Type	Inside Existing ROW	Inside Future ROW	Side (EB/WB)
16	32.25	Infiltration Basin	Yes	Yes	WB
22	32.72	Infiltration Basin	No	No	WB
24	32.74	Infiltration Basin	Yes	Yes	EB
81	37.54	Infiltration Trench	Yes	Yes	EB
100	38.92	Infiltration Basin	Yes	Yes	EB
<b>Total Recommended</b>					<b>5</b>

## 2.3 Recommended Infiltration Device Site Summary

The IFD site selection process consisted of two phases: (1) preliminary site selection, and (2) secondary and detailed site selection. From the initial total of 172 sites, 21 advanced to secondary and detailed site selection, and 5 sites were ultimately recommended for infiltration. Table 2-6 summarizes the number of IFD sites identified during each phase of the study.

**TABLE 2-6**  
Recommended Infiltration Device Site Summary

Sites Identified in Preliminary Site Selection	Sites Advanced to Secondary and Detailed Site Selection	Recommended IFD Sites
172	27	5