

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

THIRD AMENDMENT TO AGREEMENT NO. 31137

31137

THIS THIRD AMENDMENT TO AGREEMENT NO. 31137 is made and entered, in duplicate, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on November 5, 2013, by and between CH2M HILL, INC., a corporation ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the parties entered Agreement No. 31137 whereby Consultant agreed to perform Engineering Design for the DeForest Wetlands Project ("Project"); and

WHEREAS, now the parties desire to extend the term for an additional year and increase the contract amount by Four Hundred Forty-Nine Thousand Eight Hundred Twenty-Three Dollars (\$449,823.00);

NOW, THEREFORE, in consideration of the mutual terms and conditions in the Agreement and in this Third Amendment, the parties agree as follows:

1. Section 1.A. of Agreement No. 31137 is hereby amended to read as follows:

"1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, the Agreement is increased by Four-Hundred Forty-Nine Thousand, Eight Hundred Twenty-Three Dollars (\$449,823.00) for a total amount not to exceed One Million One Hundred Two Thousand Eight Hundred Seventy-One Dollars(\$1,102,871.00), at the rates or charges shown in Exhibit "A".

2. Section 2. of Agreement No. 31137 is hereby amended to read as follows:

"2. TERM. The term of this Agreement shall commence at

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1 midnight on May 1, 2009, and shall terminate at 11:59 p.m. on April 30,
2 2015, unless sooner terminated as provided in this Agreement, or unless
3 the services or the Project is completed sooner."

4 3. Except as expressly amended in this Third Amendment, all terms
5 and conditions in Agreement No. 31137 are ratified and confirmed and shall remain in full
6 force and effect.

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

9 CH2M HILL, INC., a corporation
10 11/21/13, 2013 By [Signature]
11 VICE President
12 FRED SOROSHTIAN
13 Type or Print Name
14 By SEE ATTACHED
15 Secretary
16 SALLY HILL
17 Type or Print Name

18 "Consultant"
19 CITY OF LONG BEACH, a municipal
20 corporation
21 By [Signature] Assistant City Manager
22 City Manager

"City" EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

23 This Third Amendment to Agreement No. 31137 is approved as to form on
24 Dec. 6, 2013.

25 CHARLES PARKIN, City Attorney
26 By [Signature]
27 Deputy
28



SECRETARY CERTIFICATE

I, Sally A. Hill, Assistant Secretary of CH2M HILL Inc., hereby certify that the following is a resolution adopted by the Board of Directors by Unanimous Written Consent on May 3, 2011. I further certify that said resolution is in full force and effect as of January 23rd, 2012:

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.

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 Fred Soroushian is Designated Manager of CH2M HILL Inc., and has been granted authority in accordance with the above resolution and may sign documents on behalf of the company.

Dated this 23rd day January, 2012

Sally A. Hill

Sally A. Hill, Assistant Secretary

State of Colorado
County of Douglas



Subscribed and sworn to before me by Sally A. Hill, known to me to be the Assistant Secretary of CH2M HILL Inc., this 23rd day of January, 2012

[Signature]

Notary Public

My commission expires: 3/7/2014

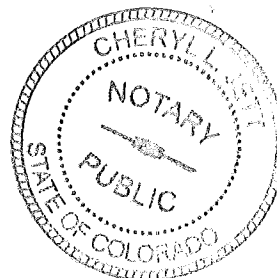


EXHIBIT "A"

10/10/10

10/10/10



CH2MHILL

CH2M HILL
6 Hutton Centre Dr, Ste 700
Santa Ana, CA 92707
Tel 714.429.2000
Fax 714.429.2050

August 6, 2013

Ms. Anna Mendiola
Long Beach Department of Parks, Recreation & Marine
2760 N. Studebaker Road
Long Beach, CA 90815-1697

Subject: DeForest Park Wetland Restoration Project, Contract Amendment No. 3

Dear Anna:

As requested, attached is additional information for the DeForest Park Wetland Restoration Project amendment. We have included the following items:

1. Item A. Task 2 County Flood Permit – Breakdown of hours by subtask 1 through 9. A portion of this work was completed last year based on your e-mail notice-to-proceed and is based on the 2012 billing rates. Work yet to be performed is based on the 2013 billing rates.
2. Item B. Task 2 Construction Support – Breakdown of hours by subtask, including administration and QA/QC. Assumptions for the number of hours are included. We adjusted some of the effort of this task to different classifications and were able to reduce the price from our previous estimate.
3. Amendment No. 3 – Breakdown of hours by task and classification for each task for calendar years 2012, 2013, and 2014.
4. Hourly Billing Rate Schedule for calendar years 2012, 2013 and 2014.

If you have any questions regarding the information provided, please contact James Gorham at 714-679-1590 or Kathleen Higgins at 714-435-6161. We look forward to working with you to complete this project

Sincerely,

CH2M HILL, INC

Fred Soroushian, P.E.
Vice President



**DeForest Park Restoration Design Project
Item B. Task 2 Construction Support**

2013 Rates

Task	Task 2.1 - Project Meetings/Site Visits	hours assumptions	Q. Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Tech Editor	Technician	Office	Total Labor Hours	Total Labor Effort	Sub Costs	Expenses	Total Expenses	Total Effort
1	Eight (8) combined project meetings/site visits & notes/recommendations	10 hrs per visit x 2 persons	\$224	\$243	\$204	\$136	\$144	\$123	\$100	160	\$30,820	\$1,500	\$2,000	\$3,500	\$34,320
2	Twelve (12) site visits & notes/recommendations	10 hrs per visit x 1.5 persons	56	14	44	66				180	\$33,898		\$2,599	\$2,599	\$36,497
3	Two (2) nursery inspections & notes/recommendations	4 hours per visit x 2 persons	8			8				16	\$2,880			\$0	\$2,880
4	Ten (10) teleconference meetings & notes	3 hours per call x 2 persons	30		30					60	\$12,840			\$0	\$12,840
5	administration	1 hour per meeting						48		48	\$4,800			\$0	\$4,800
6	QA/QC - Sr. Consultant		32							32	\$7,776			\$0	\$7,776
	SUBTOTAL:		134	66	124	124	0	0	48	496	\$93,014	\$1,500	\$4,599	\$6,099	\$99,113

2013 Rates

Task	Task 2.2 - Drawing Review, RFIs, and Change Orders	hours assumptions	Q. Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Tech Editor	Technician	Office	Total Labor Hours	Total Labor Effort	Sub Costs	Expenses	Total Expenses	Total Effort
1	Response twelve (12) construction related RFIs	4 hours per RFI	12		36					48	\$10,032	\$1,500		\$1,500	\$11,532
2	Response six (6) planting related RFIs	4 hrs per RFI	12			12				24	\$4,320			\$0	\$4,320
3	Irrigation submittal & two (2) resubmittals	24 hrs per submittal plus 2 resubmittals	20			20				40	\$7,200			\$0	\$7,200
4	Twelve (12) submittal/shop drawing reviews	10 hrs per submittal	50		62	8				120	\$24,936			\$0	\$24,936
5	Eight (8) resubmittal reviews	5 hrs per resubmittal	10	2	20	8				40	\$7,894			\$0	\$7,894
6	Six (6) change order reviews	10 hrs per submittal	20	20	20					60	\$13,420			\$0	\$13,420
7	administration	2 hrs per submittal						92		92	\$9,200			\$0	\$9,200
8	QA/QC	1 hr per submittal		48						48	\$11,664			\$0	\$11,664
	SUBTOTAL:		124	70	138	48	0	0	92	472	\$88,666	\$1,500	\$0	\$1,500	\$90,166



**DeForest Park Design- Change Order
Labor Hours/Price**

Description	Bill Rate	Hours	Amount
Period: Calendar Year 2012			
item A. Task 1 - Interpretive Panels			
Principal Consultant	258	6	1,548.00
Project Engineer	198	12	2,376.00
Sr. Project Manager/Sr. Technologist	217	28	6,076.00
Project Designer	185	16	2,960.00
Subtotal for Labor	62		12,960.00
Total Subcontract			2,500.00
Subtotal for Subcontract			2,500.00
Subtotal for Costs	62		15,460.00
Subtotal for Item A, Task 1. - Interpretive Panels	62		15,460.00
Item A, Task 2 - County Flood Permit			
Office	97	26	2,522.00
Senior Engineer	236	28	6,608.00
Project Engineer	198	27	5,346.00
Sr. Project Manager/Sr. Technologist	217	92	19,964.00
Sr. Technician I	119	82	9,758.00
Technical Editor	140	18	2,520.00
Project Designer	185	26	4,810.00
Subtotal for Labor	299		51,528.00
Total Other Direct Expenses			1150
Subtotal for Other Direct Expenses			1150
Subtotal for Item A. Task 2- County Flood Permit	299		52,678.00
Item C. Task 1 - Project Management & QA/QC Plan			
Office	97	124	12,028.00
Senior Engineer	236	44	10,384.00
Sr. Contracts/Procurement	198	4	792
Sr. Project Manager/Sr. Technologist	217	92	19,964.00
Staff Contracts/Procurement	132	18	2,376.00
Subtotal for Labor	282		45,544.00
Total Other Direct Expenses			7
Subtotal for Other Direct Expenses			7
Subtotal for Costs	282		45,551.00
Subtotal for Item C. Task 1 - Project Management & QA/QC	282		45,551.00
Subtotal for Calendar Year 2012	643		113,689.00



DeForest Park Design- Change Order
Labor Hours/Price

Period: Calendar Year 2013

Item A. Task 2 - County Flood Permit

Table with 4 columns: Role, Labor Hours, Price per Hour, Total Price. Rows include Office, Senior Engineer, Project Engineer, Sr. Project Manager/Sr. Technologist, Sr. Technician I, and Technical Editor.

Summary table for Item A. Task 2 showing Total Subcontract (8,000.00), Subtotal for Subcontract (8,000.00), and Subtotal for Costs (43,880.00).

Subtotal for Item A. Task 2. - County Flood Permit 216 43,880.00

Item B. Subtask 1.1 - Bid Services

Table with 4 columns: Role, Labor Hours, Price per Hour, Total Price. Rows include Senior Engineer, Project Engineer, and Sr. Project Manager/Sr. Technologist.

Summary table for Item B. Subtask 1.1 showing Total Travel (650), Subtotal for Travel (650), and Subtotal for Costs (16,928.00).

Subtotal for Item B. Subtask 1.1 - Bid Services 74 16,928.00

Item B. Subtask 1.2 - Worker Env Awareness Training

Table with 4 columns: Role, Labor Hours, Price per Hour, Total Price. Rows include Sr. Project Manager/Sr. Technologist, Sr. Technician I, Staff Engineer/Scientist/Planner, and Staff Technician/Technical Editor.

Summary table for Item B. Subtask 1.2 showing Total Travel (99.9), Subtotal for Travel (99.9), and Subtotal for Costs (3,679.90).

Subtotal for Item B. Subtask 1.2- Worker Env Awareness Training 24 3,679.90

Item B. Subtask 1.2 - Sensitive Species Surveys

Table with 4 columns: Role, Labor Hours, Price per Hour, Total Price. Rows include Sr. Project Manager/Sr. Technologist, Sr. Technician II, Staff Engineer/Scientist/Planner, and Staff Technician/Technical Editor.



DeForest Park Design- Change Order Labor Hours/Price

Total Travel			33.3
Subtotal for Travel			33.3
Subtotal for Costs			72 10,433.30
Subtotal for Item B. Subtask 1.2 Sensitive Species			
	Surveys	72	10,433.30
 Item B. Subtask 2.1 - Project Meetings/Site Visits			
Office	100	48	4,800.00
Senior Engineer	243	66	16,038.00
Project Engineer	204	124	25,296.00
Sr. Project Manager/Sr. Technologist	224	134	30,016.00
Staff Engineer/Scientist/Planner	136	124	16,864.00
Subtotal for Labor			496 93,014.00
 Total Subcontract			
Subtotal for Subcontract			1,500.00
 Total Travel			
Subtotal for Travel			4,599.00
Subtotal for Costs			496 99,113.00
Subtotal for Item B. Subtask 2.1 Project			
	Meetings/Site Visits	496	99,113.00
 Item B. Subtask 2.2 - Drawing Review, RFIs, and Change Orders			
Office	100	92	9,200.00
Senior Engineer	243	70	17,010.00
Project Engineer	204	138	28,152.00
Sr. Project Manager/Sr. Technologist	224	124	27,776.00
Staff Engineer/Scientist/Planner	136	48	6,528.00
Subtotal for Labor			472 88,666.00
 Total Subcontract			
Subtotal for Subcontract			1,500.00
Subtotal for Costs			472 90,166.00
Subtotal for Item B. Subtask 2.2 - Drawing Review,			
	RFIs, and Change Orders	472	90,166.00
 Item B. subtask 3.1 - O&M Manual			
Office	100	8	800
Project Engineer	204	48	9,792.00
Sr. Project Manager/Sr. Technologist	224	24	5,376.00
Sr. Technician II	158	12	1,896.00
Subtotal for Labor			92 17,864.00
Subtotal for Costs			92 17,864.00
Subtotal for Item B. Subtask 3.1 - O&M Manual			
		92	17,864.00



DeForest Park Design- Change Order Labor Hours/Price

Item B. Subtask 3.2- Record Drawings

Senior Engineer	243	4	972
Project Engineer	204	24	4,896.00
Sr. Project Manager/Sr. Technologist	224	2	448
Sr. Technician I	123	192	23,616.00
Subtotal for Labor	222		29,932.00

Total Other Direct Expenses			3,200.00
Subtotal for Other Direct Expenses			3,200.00

Total Subcontract			1,500.00
Subtotal for Subcontract			1,500.00

Subtotal for Costs	222		34,632.00
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Subtotal for Item B. Subtask 3.2- Record Drawings	222		34,632.00
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Subtotal for Calendar Year 2013	1,668		316,696.20
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Period: Calendar Year 2014

Item B. subtask 3.3 - Performance Monitoring

Project Engineer	210	32	6,720.00
Sr. Project Manager/Sr. Technologist	231	14	3,234.00
Staff Engineer/Scientist/Planner	140	56	7,840.00
Subtotal for Labor	102		17,794.00

Total Travel			1,644.00
Subtotal for Travel			1,644.00

Subtotal for Costs	102		19,438.00
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Subtotal for Item B. Subtask 3.3- Performance Monitoring	102		19,438.00
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Subtotal for Calendar Year 2014	102		19,438.00
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Grand Total	2,413		449,823.20
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CH2M HILL
Professionals and Technicians*
Hourly Billing Rates**

Classification	2012 Rates	2013 Rates	2014 Rates
Principal Consultant	\$258	\$266	\$274
Senior Engineer/Principal Project Manager	\$236	\$243	\$250
Sr. Project Manager/Senior Technologist	\$217	\$224	\$231
Project Engineer	\$198	\$204	\$210
Project Designer	\$185	\$191	\$197
Associate Engineer	\$160	\$165	\$170
Staff Engineer	\$132	\$136	\$140
Staff Contracts/Procurement	\$132	\$136	\$140
Sr. Technician II	\$153	\$158	\$163
Sr. Technician I	\$140	\$144	\$148
Staff Technician	\$119	\$123	\$127
Junior Technician	\$97	\$100	\$103
Office/Clerical	\$97	\$100	\$103

NOTES:

Includes engineering, consulting, planner and scientist disciplines

A markup of 10% shall be applied to all Other Direct Costs and Expenses

An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services



CH2MHILL

CH2M HILL
6 Hutton Centre Dr, Ste 700
Santa Ana, CA 92707
Tel 714.429.2000
Fax 714.429.2050

July 1, 2013

Ms. Anna Mendiola
Long Beach Department of Parks, Recreation & Marine
2760 N. Studebaker Road
Long Beach, CA 90815-1697

Subject: DeForest Park Wetland Restoration Project, Contract Amendment No. 3

Dear Anna:

Thank you for giving CH2M HILL the opportunity to continue its support in helping the City of Long Beach complete its DeForest Park Wetland Restoration Project

Based on our discussions, CH2M HILL is submitting the following additional scope items and fee to achieve the following:

1. Additional Permitting and Design
 - Interpretive Panel Design by the Acorn Group
 - County Flood Permit and Plan Modifications
2. Services During Construction and Start up
 - Pre-construction Support
 - Pre-construction Surveys & Environmental Support
 - Construction Support
3. Post Construction Support
4. Project Management and QA/QC

Attached Attachment A contains the scope of work and Attachment B contains the level of effort.

If you have any questions regarding the information provided, please contact James Gorham at 714-679-1590. We look forward to working with you to complete this project

Sincerely,

CH2M HILL, INC

Fred Soroushian, P.E.
Vice President

Attachment A

DeForest Park Restoration Design Project

Scope of Work – Amendment No. 3 - Services

During Construction & Other Items

Item A - Scope Amendment - Additional Permitting & Design

Task 1. Interpretive Panel Design by The Acorn Group

The Acorn Group has designed and developed a total of 9 interpretive panels. As a part of this development, review of panels and coordination of design is required by CH2M HILL. Additional review and revision may be required prior to final production. This task covers review and coordination by CH2M HILL for additional panels above the original scope of seven panels, and a \$2500 allowance for any additional revision as may be required prior to final production, and potential coordination with the Contractor during production.

The fee for this includes additional allowance for subcontract fees for The Acorn Group and CH2M HILL fees for management, review, and coordination.

Task 2. County Flood Permit and Plan Modifications

CH2M HILL has been acquiring a Los Angeles County Department of Public Works (LACDPW) Flood Permit for modifications in and around the storm drains and within the flood retention basin. The Corps of Engineers approval is necessary for this permit for work along the Los Angeles River levee. After completion of the County review and plan finalization, additional comments came in from the Corps of Engineers, requiring additional plan revision. In addition, the County constructed two rock berms in the vicinity of the Market Street Pump Station. This requires the realignment of the trail in this area.

The following additional modifications are required in response to the Corps:

1. Evaluation of existing levee as-built plans and limits. This includes acquiring and evaluating the limits of the existing levee and coordinating with the Corps to identify the levee limits. The following tasks are included:
 - a. Acquire as-builts of the existing river levee, contour data from additional sources of the levee and adjacent river channel, and develop and/or provide sections of the levee to identify limits.
 - b. Identify the Vegetation Free Zone (VFZ) on the existing levee, and transfer these limits to the Construction Drawing set.
2. Provide modifications of plant palette and planting sheets to ensure trees have appropriate offsets and prohibited plants are removed from the VFZ.

3. Provide modifications to the irrigation approach to ensure no irrigation (except hand watering) is provided in the VFZ.
4. Meet with the Corps to confirm findings and proposed modifications of Project planting sheets to accommodate VFZ and other modifications to fully address Corps requirements. One (1) meeting attended by two (2) CH2M HILL staff in Los Angeles is assumed.
5. Revise and resubmit 100% drawings and specifications for Corps and County approval. Includes submittal of a total of seven (7) full-size construction drawings hardcopy to the County and Corps, and submittal of appropriate specification sections in hardcopy.
6. The Corps and County reviews will take approximately 2-4 months. Comments received from the Corps include additional geotechnical comments. These comments include an amendment to the geotechnical report and updates to the plans and specifications.
7. Recently the County constructed two rock berms in the vicinity of the Market Street Pump Station. This requires realignment of the trail in that area.
8. One final round of review at a sit down meeting with the Corps and the County will be held to walk through the changes made and to receive final approval.
9. Once approved, resubmit 100% design package to the City, including one (1) full-size wet- or electronically-signed mylar, one (1) full-size hardcopy drawings, one (1) hardcopy specification, and one (1) electronic submittal of all construction documents.

It is assumed for this task that modifications will occur to the following sheets, and modifications will not be required for other sheets:

- Legend and Notes (Sheet No. 2)
- General Notes (Sheet No. 3)
- Layout Sheets (Sheet Nos. 6-11)
- Grading sheets (Sheet Nos. 12-17)
- Planting Plan (all sheets, Sheet Nos. 29-34)
- Planting Details (Sheet Nos. 35-36)

Modifications to the specifications and the cost estimate will also be required.

Item B – Services during Construction and Startup

Task 1 – Pre-construction Support

Subtask 1.1 Bid Services

Under this subtask we will perform the following services during bid:

- (1) Attend the pre-bid walk meeting and preparing up to two (2) addenda if requested. The addenda will be provided to City who will distribute to the bidders;
- (2) Respond to questions from bidders prior to the construction;

- (3) Review up to four (4) bids upon the City's request. A summary of findings will be provided to the City.

Subtask 1.2 Preconstruction Surveys & Environmental Support

California Environmental Quality Act (CEQA) mitigation measures are specified in the Mitigation Monitoring and Reporting Plan for the Project. CH2M HILL would ensure Contractor implementation of these measures and perform City responsibilities including worker environmental training, and pre-construction surveys..

Worker Environmental Awareness Training

CH2M HILL will develop and implement Worker Environmental Awareness Training (WEAT) by developing appropriate worker handouts and training key individuals in the Construction Management (CM) team and/or Contractor personnel. The daily implementation of training for new site workers would then be entrusted to the CM team and/or Construction supervisors, but not be implemented by CH2M HILL. Records of training would be required, and CH2M HILL assumes the CM will manage and maintain records. Updated handouts and course completion stickers would be provided by CH2M HILL. It is assumed that one (1) training session will be conducted by CH2M HILL, and additional training requirements will be implemented by CM team.

Preconstruction Surveys

CEQA as documented in the Project final Environmental Impact Report requirements for the project include preconstruction surveys for sensitive biological resources, and avoidance and minimization of impacts on these resources. Known potential for sensitive resources on the site is limited, and CH2M HILL anticipates that these requirements can be met with limited effort. The following surveys would be conducted on the site. These surveys would be conducted jointly by a team of no more than two (2) people over 1-2 days. A single sensitive species survey report would be developed to document all findings. It is assumed this report would be an internal City report and not require agency submittal or more than one review cycle.

- Rare plant surveys would be conducted for sensitive, threatened, or endangered plant species on the site. This would include identifying on-site habitat conditions to survey for plants, identification of potential species, and focused surveys in suitable habitats. Survey timing may be constrained by construction schedules but would be adjusted as feasible to reflect the best survey season for potential species. Should rare plants be identified, appropriate avoidance, minimization, or mitigation measures would be identified. While measures would be identified in the report, they would not be implemented under this scope.
- Nesting raptor surveys (including burrowing owl) would be conducted for nesting raptor species on the site. This would include identifying on-site habitat conditions to survey for raptors, appropriate timing of surveys, and review of database records as needed. Surveys would be conducted by a qualified biologist. Advisory measures to preclude nesting to be implemented prior to the nesting season would be included as appropriate, and appropriate avoidance and minimization measures proposed should nests be discovered. While measures would be identified in the report, they would not be implemented under this scope.

- Nesting bird surveys would be conducted for other nesting bird species on the site. This would include identifying on-site habitat conditions to survey for nests and appropriate timing of surveys. Surveys would be conducted by a qualified biologist. Advisory measures to preclude nesting to be implemented prior to the nesting season would be included as appropriate, and appropriate avoidance and minimization measures proposed should nests be discovered. While measures would be identified in the report, they would not be implemented under this scope.

Task 2 – Construction Support

Subtask 2.1 – Project Meetings/Site Visits

CH2M HILL will attend per City's request up to eight (8) combined project meetings/site visits and up to an additional twelve (12) site visits during the construction period of this project. It is assumed that the site visits will be periodic through the construction period which is anticipated to be approximately one year. In addition, up to two (2) additional site visits will be to native plant nurseries to inspect container stock; it is assumed native plant nurseries will be within 50 travel miles of the project site. An additional ten (10) meetings will be attended by teleconference.

It is anticipated that site visits will be required more intensively during the following construction periods:

- During preparation for and implementation of site clearing, tree removal, and grubbing to ensure protection of native vegetation (anticipated during the first quarter of the contract)
- During the grading/wetland construction period (anticipated during the second quarter of the project)
- During installation of site public use amenities (anticipated during the second and third quarters of the contract) including evaluation of architectural pre-construction mock-ups
- During installation of temporary irrigation and weed germination and eradication (anticipated during the third quarter of the contract)
- During plant procurement and installation (anticipated during the fourth quarter of the contract), including inspections of seed mixes and container stock

Attendance to the meetings/site visits will be by one (1) CH2M HILL staff member. Occasionally, two (2) CH2M HILL staff members will attend the meetings/site visits on as-needed or as-requested basis. The CH2M HILL's staff will support the City in addressing construction related issues. It is assumed that all meetings / site visits will be held at the Project site location (or native plant nurseries as specified above), and that each meeting / site visit will require four (4) hours, with an additional two [2] hours for travel for each meeting, and will require up to four (4) additional hours of follow up activities. Teleconference meetings are anticipated to require up to two (2) hours per meeting, with one (1) hour of follow-up.

Subtask 2.2 – Drawing Review, RFIs, and Change Orders

Requests for Information (RFI)

CH2M HILL will respond to up to twelve (12) Requests for Information (RFIs) from the Contractor related to construction activities and up to six (6) RFIs from planting related requests. The expected response period for each RFI shall be up to three (3) working days from the time received by CH2M HILL, unless substantial level of effort is required. If this is the case, CH2M HILL will inform City when a specific RFI requires additional review time. It is assumed that each RFI will take up to four (4) hours to respond to, and all responses will be communicated to City via email using CH2M HILL's standard RFI response form.

Shop Drawing Review

CH2M HILL will review and respond to up to twelve (12) shop drawings and other submittals and up to eight (8) re-submittals. The shop drawing and other submittals include the power/electrical connection, irrigation water supply connection, irrigation system design, architectural and public use features, plant palette substitutions, seed mixes, and other submittals as needed. The review period for each submittal is expected to be up to five (5) working days from the time received by CH2M HILL unless substantial level of effort is required. CH2M HILL will inform City when a specific submittal requires additional review time. It is assumed that the irrigation system design submittal (consisting of six [6] of the shop drawings) will require up to twenty-four (24) hours to review, and up to eight (8) hours for review for each resubmittal, with up to two (2) resubmittals. It is assumed that the level of effort for other submittal is ten (10) hours and five (5) hours per re-submittal (with up to one [1] resubmittal), and all comments will be communicated to City by email using CH2M HILL's standard shop drawings submittal review form. CH2M HILL will require at least one copy of each submittal for filing. It is assumed that Contractor's submittals will be reviewed for completeness by the City prior to sending them to CH2M HILL and that CH2M HILL is not responsible for communicating with the Contractor to address incomplete information in a submittal.

Change Order Review

CH2M HILL will review and provide comments for up to six (6) change orders. It is assumed that CH2M HILL will not design nor provide design drawings for change orders. The maximum review and response period for each change order review shall not exceed ten (10) working days from the time received by CH2M HILL unless substantial level of effort is required. It is assumed that the level of effort per change order is ten (10) hours. CH2M HILL will inform City when a specific change order requires additional review time. CH2M HILL will require at least three copies of each change order request (one for filing, one to be returned to Contractor with attached comments, and one to remain with reviewer).

Task 3 – Post Construction Support

Subtask 3.1 – O&M Manual Preparation

This task includes preparing a manual of the restoration site operation and maintenance requirements. This task includes communication with City Departments and addressing City's comments. This O&M manual will be a direct modification of the manual prepared

for the County of Los Angeles for the Dominguez Gap Wetland Project, altered for site specific considerations at DeForest.

Subtask 3.2 – Record Drawing Preparation

CH2M HILL will prepare the record drawings for this project based on the information provided by City. It is assumed that City's inspector will be conducting consistent and thorough reviews during the construction period to check the accuracy and legibility of the hand-marked master drawing set updated daily by the Contractor. CH2M HILL shall not be responsible for the information submitted by the Contractor to City and will be limited to transferring the marks "as shown" on the master drawing set prepared by the Contractor to the CAD files. The deliverable for this task will include two CDs each containing the record drawings in CAD and PDF formats in addition to one full size (22"x34") mylar set.

It is assumed that up to 4.5 hours of Engineer and CAD staff time will be required to prepare the record drawings for each sheet of this project as described above, and that up to 48 sheets will require significant modifications.

Subtask 3.3 – Ongoing Construction Performance Monitoring

CH2M HILL will provide a total of eight (8) field visits to monitor construction performance, with the first visit after winter planting (potentially January 2014). The visits will be spaced with the intent of monitoring plant establishment and survivorship through the first growing season. Visits will consist of two (2) visits in January/February after planting completion, then four (4) between March and July, then two (2) visits between August and December. Reports on progress in meeting performance criteria, and recommendations for maintenance, repair, or reinstallation will be provided upon completion of each field visit. The report shall be in the form of a simple memorandum, and shall include photos. Design drawings or specifications will not be provided; however, sketches and contractor recommendations will be provided as necessary to effectively communicate remediation. It is assumed that all site visits will be held at the Project site location, and that each site visit will require four (4) hours with an additional two [2] hours for travel, and will require four (4) additional hours of follow up activities.

Item C – Project Management and QA/QC

Task 1 – Project Management & 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.
- Prepare additional scope and fee for amendments as required for the Project.

- 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 up to four (4) meetings at the City, attended by up to two (2) CH2M HILL staff.
- 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

1. The City will provide the construction management, inspection, and administration for this project.
2. Construction of all work for this project will be from January, 2014 through December, 2014, with the monitoring period from January, 2015 through December, 2015.
3. The number of meetings and level of effort including site visits required for implementation of this scope will be as indicated above.
4. Drawings modified for the Corps permit will include only those listed above.
5. While it is anticipated that numbers of RFIs, shop drawings, or other responses to contractor submittals required may vary from those numbers indicated above, it is assumed that the overall level of effort will not exceed that indicated.
6. There will not be any redesign or reconstruction of the existing Los Angeles River levee. It is expected the existing river levee will be protected in place during construction.
7. The SWPPP will be prepared by the contractor and all SWPPP monitoring will be done by the Contractor and the City of Long Beach.
8. Reports will be submitted for the City, and no reports will be required or submitted to Regulatory Agencies or the Corps of Engineers.
9. No additional geotechnical borings are required.

Attachment B-1

Level of Effort Summary

Task	Hours	Labor	Expense	Subs	Travel	Subtotal
Item A - Additional Permitting and Design	577	\$100,368.00	\$500.00	\$10,500.00	\$650.00	\$112,018.00
Item B - Services During Construction and Startup	1,632	\$301,224.00	\$3,200.00	\$4,500.00	\$7,026.20	\$315,950.20
Item C - Project Management and QA/QC	282	\$45,544.00	\$7.00	\$0.00	\$0.00	\$45,551.00
Grand Total	2,491	\$447,136.00	\$3,707.00	\$15,000.00	\$7,676.20	\$473,519.20

Attachment B-2

Level of Effort Breakdown

Task	Hours	Labor	Expense	Subs	Travel	Subtotal
<u>Item A - Additional Permitting and Design</u>						
Task 1 - Interpretive Panels	62	\$12,960.00		\$2,500.00	\$0.00	\$15,460.00
Task 2 - County Flood Permit	515	\$87,408.00	\$500.00	\$8,000.00	\$650.00	\$96,558.00
<u>Item B - Services During Construction and Startup</u>						
<u>Task 1 - Pre-construction Support</u>						
Task 1.1 - Bid Services	74	\$16,278.00	\$0.00		\$650.00	\$16,928.00
Task 1.2.1 - Worker Env Awareness Training	24	\$3,580.00			\$99.90	\$3,679.90
Task 1.2.2 - Sensitive Species Surveys	72	\$10,400.00			\$33.30	\$10,433.30
<u>Task 2 - Construction Support</u>						
Task 2.1 - Project Meetings/Site Visits	534	\$104,432.00		\$1,500.00	\$4,599.00	\$110,531.00
Task 2.2 - Drawing Review, RFIs, and Change Orders	512	\$100,944.00		\$1,500.00		\$102,444.00
<u>Task 3 Post Construction Support</u>						
Task 3.1 - O&M Manual	92	\$17,864.00				\$17,864.00
Task 3.2 - Record Drawings	222	\$29,932.00	\$3,200.00	\$1,500.00		\$34,632.00
Task 3.3 - Performance Monitoring	102	\$17,794.00			\$1,644.00	\$19,438.00
<u>Item C - Project Management and QA/QC</u>						
Task 1- Project Management & QA/QC	282	\$45,544.00	\$7.00			\$45,551.00
Grand Total	2,491	\$447,136.00	\$3,707.00	\$15,000.00	\$7,676.20	\$473,519.20