

AGREEMENT

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3 THIS AGREEMENT is made and entered, in duplicate, as of December 21,
4 2011, for reference purposes only, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting on December 20, 2011, by and between
6 RBF CONSULTING, a California corporation ("Consultant"), with a place of business at
7 14725 Alton Parkway, Irvine, California 92618, and the CITY OF LONG BEACH, a
8 municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be
10 performed in connection with on-call environmental consultant services ("Project"); and

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

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

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

20 1. SCOPE OF WORK OR SERVICES.

21 A. Consultant shall furnish specialized services more particularly
22 described in Exhibit "A", attached to this Agreement and incorporated by this
23 reference, in accordance with the standards of the profession, and City shall pay
24 for these services in the manner described below, not to exceed Five Hundred
25 Thousand Dollars (\$500,000) annually, at the rates or charges shown in Exhibit
26 "B".

27 B. Consultant may select the time and place of performance for
28 these services; provided, however, that access to City documents, records and the

1 like, if needed by Consultant, shall be available only during City's normal business
2 hours and provided that milestones for performance, if any, are met.

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

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

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

23 2. TERM. The term of this Agreement shall commence at midnight on
24 January 1, 2012, and shall terminate at 11:59 p.m. on December 31, 2012, unless sooner
25 terminated as provided in this Agreement, or unless the services or the Project is
26 completed sooner. The parties have the option to renew this Agreement for two (2)
27 additional one (1) year terms.

28 3. COORDINATION AND ORGANIZATION.

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

9 B. The parties acknowledge that a substantial inducement to City
10 for entering this Agreement was and is the reputation and skill of Consultant's key
11 employee, Glenn Lajoie. City shall have the right to approve any person proposed
12 by Consultant to replace that key employee.

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

26 5. INSURANCE.

27 A. As a condition precedent to the effectiveness of this
28 Agreement, Consultant shall procure and maintain, at Consultant's expense for the

1 duration of this Agreement, from insurance companies that are admitted to write
2 insurance in California and have ratings of or equivalent to A:V by A.M. Best
3 Company or from authorized non-admitted insurance companies subject to
4 Section 1763 of the California Insurance Code and that have ratings of or
5 equivalent to A:VIII by A.M. Best Company, the following insurance:

6 (a) Commercial general liability insurance (equivalent in scope to
7 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
8 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
9 coverage shall include but not be limited to broad form contractual liability,
10 cross liability, independent contractors liability, and products and
11 completed operations liability. City, its boards and commissions, and their
12 officials, employees and agents shall be named as additional insureds by
13 endorsement (on City's endorsement form or on an endorsement
14 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or
15 both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and
16 CG 20 37 07 04), and this insurance shall contain no special limitations on
17 the scope of protection given to City, its boards and commissions, and
18 their officials, employees and agents. This policy shall be endorsed to
19 state that the insurer waives its right of subrogation against City, its boards
20 and commissions, and their officials, employees and agents.

21 (b) Workers' Compensation insurance as required by the California
22 Labor Code and employer's liability insurance in an amount not less than
23 \$1,000,000. This policy shall be endorsed to state that the insurer waives
24 its right of subrogation against City, its boards and commissions, and their
25 officials, employees and agents.

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

28 (d) Commercial automobile liability insurance (equivalent in scope

1 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
2 amount not less than \$500,000 combined single limit per accident.

3 B. Any self-insurance program, self-insured retention, or
4 deductible must be separately approved in writing by City's Risk Manager or
5 designee and shall protect City, its officials, employees and agents in the same
6 manner and to the same extent as they would have been protected had the policy
7 or policies not contained retention or deductible provisions.

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

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

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

26 F. Prior to the start of performance, Consultant shall deliver to
27 City certificates of insurance and the endorsements for approval as to sufficiency
28 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of

1 the insurance, furnish to City certificates of insurance and endorsements
2 evidencing renewal of the insurance. City reserves the right to require complete
3 certified copies of all policies of Consultant and Consultant's subconsultants and
4 contractors, at any time. Consultant shall make available to City's Risk Manager
5 or designee all books, records and other information relating to this insurance,
6 during normal business hours.

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

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

17 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
18 contemplates the personal services of Consultant and Consultant's employees, and the
19 parties acknowledge that a substantial inducement to City for entering this Agreement
20 was and is the professional reputation and competence of Consultant and Consultant's
21 employees. Consultant shall not assign its rights or delegate its duties under this
22 Agreement, or any interest in this Agreement, or any portion of it, without the prior
23 approval of City, except that Consultant may with the prior approval of the City Manager
24 of City, assign any moneys due or to become due Consultant under this Agreement. Any
25 attempted assignment or delegation shall be void, and any assignee or delegate shall
26 acquire no right or interest by reason of an attempted assignment or delegation.
27 Furthermore, Consultant shall not subcontract any portion of its performance without the
28 prior approval of the City Manager or designee, or substitute an approved subconsultant

1 or contractor without approval prior to the substitution. Nothing stated in this Section
2 shall prevent Consultant from employing as many employees as Consultant deems
3 necessary for performance of this Agreement.

4 7. CONFLICT OF INTEREST. Consultant, by executing this
5 Agreement, certifies that, at the time Consultant executes this Agreement and for its
6 duration, Consultant does not and will not perform services for any other client which
7 would create a conflict, whether monetary or otherwise, as between the interests of City
8 and the interests of that other client. And, Consultant shall obtain similar certifications
9 from Consultant's employees, subconsultants and contractors.

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

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

25 10. TERMINATION. Either party shall have the right to terminate this
26 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
27 prior notice to the other party. In the event of termination under this Section, City shall
28 pay Consultant for services satisfactorily performed and costs incurred up to the effective

1 date of termination for which Consultant has not been previously paid. The procedures
2 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
3 termination, Consultant shall deliver to City all Data developed or accumulated in the
4 performance of this Agreement, whether in draft or final form, or in process. And,
5 Consultant acknowledges and agrees that City's obligation to make final payment is
6 conditioned on Consultant's delivery of the Data to City.

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

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

22 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

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

21 17. INDEMNITY.

22 A. Consultant shall indemnify, protect and hold harmless City, its
23 Boards, Commissions, and their officials, employees and agents ("Indemnified
24 Parties"), from and against any and all liability, claims, demands, damage, loss,
25 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
26 costs and expenses, including attorneys' fees, court costs, expert and witness
27 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
28 whole or in part, out of or in connection with (1) Consultant's breach or failure to

1 comply with any of its obligations contained in this Agreement, or (2) negligent or
2 willful acts, errors, omissions or misrepresentations committed by Consultant, its
3 officers, employees, agents, subcontractors, or anyone under Consultant's control,
4 in the performance of work or services under this Agreement (collectively "Claims"
5 or individually "Claim").

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

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

20 D. The provisions of this Section shall survive the expiration or
21 termination of this Agreement.

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

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

27 20. NONDISCRIMINATION.

28 A. In connection with performance of this Agreement and subject

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

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

22 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
23 accordance with the provisions of the Ordinance, this Agreement is subject to the
24 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
25 Long Beach Municipal Code, as amended from time to time.

26 A. During the performance of this Agreement, the Consultant
27 certifies and represents that the Consultant will comply with the EBO. The
28 Consultant agrees to post the following statement in conspicuous places at its

1 place of business available to employees and applicants for employment:

2 "During the performance of a contract with the City of Long Beach,
3 the Consultant will provide equal benefits to employees with spouses and its
4 employees with domestic partners. Additional information about the City of
5 Long Beach's Equal Benefits Ordinance may be obtained from the City of
6 Long Beach Business Services Division at 562-570-6200."

7 B. The failure of the Consultant to comply with the EBO will be
8 deemed to be a material breach of the Agreement by the City.

9 C. If the Consultant fails to comply with the EBO, the City may
10 cancel, terminate or suspend the Agreement, in whole or in part, and monies due
11 or to become due under the Agreement may be retained by the City. The City
12 may also pursue any and all other remedies at law or in equity for any breach.

13 D. Failure to comply with the EBO may be used as evidence
14 against the Consultant in actions taken pursuant to the provisions of Long Beach
15 Municipal Code 2.93 et seq., Contractor Responsibility.

16 E. If the City determines that the Consultant has set up or used
17 its contracting entity for the purpose of evading the intent of the EBO, the City may
18 terminate the Agreement on behalf of the City. Violation of this provision may be
19 used as evidence against the Consultant in actions taken pursuant to the
20 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor
21 Responsibility.

22 22. NOTICES. Any notice or approval required by this Agreement shall
23 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
24 postage prepaid, addressed to Consultant at the address first stated above, and to City at
25 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
26 copy to the City Engineer at the same address. Notice of change of address shall be
27 given in the same manner as stated for other notices. Notice shall be deemed given on
28 the date deposited in the mail or on the date personal delivery is made, whichever occurs

1 first.

2 23. COPYRIGHTS AND PATENT RIGHTS.

3 A. Consultant shall place the following copyright protection on all
4 Data: © City of Long Beach, California _____, inserting the appropriate year.

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

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

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

24 25. WAIVER. The acceptance of any services or the payment of any
25 money by City shall not operate as a waiver of any provision of this Agreement or of any
26 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
27 Agreement shall not constitute a waiver of any other or subsequent breach of this
28 Agreement.

1 26. CONTINUATION. Termination or expiration of this Agreement shall
2 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
3 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

4 27. TAX REPORTING. As required by federal and state law, City is
5 obligated to and will report the payment of compensation to Consultant on Form 1099-
6 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
7 resulting from payments under this Agreement. Consultant shall submit Consultant's
8 Employer Identification Number (EIN), or Consultant's Social Security Number if
9 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
10 Financial Management. Consultant acknowledges and agrees that City has no obligation
11 to pay Consultant until Consultant provides one of these numbers.

12 28. ADVERTISING. Consultant shall not use the name of City, its
13 officials or employees in any advertising or solicitation for business or as a reference,
14 without the prior approval of the City Manager or designee.

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

19 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
20 designed to or entered for the purpose of creating any benefit or right for any person or
21 entity of any kind that is not a party to this Agreement.

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

RBF CONSULTING, a California corporation

_____, 2012

By 
~~President~~ CEO

S. Robert Kallenbaugh, CEO
Type or Print Name

_____, 2012

By 
Asst Secretary

Michael V. Valenza
Type or Print Name
Michael V. Valenza, Assistant Secretary
"Consultant"

CITY OF LONG BEACH, a municipal corporation

4.26, 2012

By  Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on 3/1, 2012.

ROBERT E. SHANNON, City Attorney

By 
Deputy

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

EXHIBIT “A”

Scope of Work



Size: approximately 540 employees
Established: 1944
Incorporated: State of California,
November 1961

Locations:

- Camarillo, CA
- Carlsbad, CA
- Irvine, CA
- Las Vegas, NV
- Los Angeles, CA
- Monterey Bay, CA
- Oakland, CA
- Ontario, CA
- Palm Desert, CA
- Phoenix, AZ
- Sacramento, CA
- San Diego, CA
- San Jose, CA
- Temecula, CA
- Tucson, AZ
- Walnut Creek, CA

Services Provided:

Planning:

- Land Planning
- Transportation Planning
- Environmental Services
- Watershed Management
- Urban Planning and Design
- GIS
- Visual Analysis and Design

Design:

- Civil Engineering
- Transportation Engineering
- Water Resource Engineering
- Structural Engineering
- Traffic Engineering
- Electrical Engineering
- Landscape Architecture
- Stormwater Management

Construction:

- Field Surveying
- Mapping / Right of Way
- Construction Staking
- Construction Management
- Construction Inspection

FIRM OVERVIEW

RBF Consulting, a Company of Michael Baker Corporation (RBF), is one of the largest engineering, design, and construction management firms in the Nation, with rankings in the top 10 percent of U.S. engineering practices by Engineering News-Record (ENR). RBF has more than 3,200 professionals nationwide with gross engineering revenue of more than \$530 million.

From RBF's beginning in 1944 in southern California, the company has grown to a full service consulting firm with project experience in 13 countries, 27 states and with over 700 local agencies. RBF has a team of 540 professionals with 16 offices in Western United States. The recent merger with Baker Corporation provides RBF with the increased strength of over 100 offices and 3,200 employees. The combined resources serve local, national, and international markets, with capability to provide a comprehensive range of services on a national scale for all sizes and categories of projects. Expertise includes transportation and traffic engineering, water and wastewater engineering, civil, structural, mechanical, and electrical engineering; architecture, landscape architecture; environmental; survey/mapping; GIS and construction management.

RBF has an outstanding reputation with over 40 years of experience in planning and environmental services. Members of the firm have extensive experience working directly for municipal, county, state, and federal agencies, as well as providing consulting services to private clients.

LOCAL KNOWLEDGE

RBF has provided consulting services in Long Beach on planning and environmental projects for over 10 years. We understand the challenges posed by environmental conditions such as transportation/traffic, air quality, greenhouse gas emissions, noise, and historical resources. In addition, our work in Seal Beach, Huntington Beach, Rancho Palos Verdes,



Los Alamitos, and Cypress, translates to in-depth local experience in coastal and urbanized communities.

RBF projects in Long Beach include:

- East Division Police Substation and MHA Homeless Assistance Facility Project EIR/EA
- River Avenue Storm Drain Improvements Project IS/MND/EA
- Naples Seawall Interim and Long Range Repair MND
- Pacific Coast Highway/2nd Street Improvement Project MND
- Shoreline Gateway EIR
- Under Ocean Floor Seawater Intake and Discharge Demonstration Project MND
- Downtown and Central Long Beach Redevelopment Plans Master EIR



KEY QUALIFICATION FACTORS

RBF Consulting is a multi-disciplinary planning and engineering firm with offices in Orange, Los Angeles, Riverside, San Bernardino, Ventura, San Diego, Contra Costa, Marin, Santa Clara, and Sacramento counties. With over 67 years of public and private sector experience, RBF is respected and recognized in the profession of consulting planning, environmental, and engineering services throughout the state of California. RBF has in-house expertise in disciplines including Environmental Analysis, Planning, GIS Services, Surveying, Aerial Photogrammetry, Mapping, Real Estate Assessments, Transportation/Traffic Engineering, Civil Engineering (including Grading, Public Works, Water/Wastewater, Hydrology), Mechanical/Electrical/Energy Services, Computer Aided Design and Drafting (CADD) and Media Services. Over 75 professionals are dedicated to Environmental, Planning, Urban Design, and Landscape Architecture services company-wide.

EXPERIENCE WITH GOVERNMENTAL ENTITIES

RBF has been preparing environmental compliance documentation for over 40 years, providing consulting services to a vast number of public agencies throughout California. RBF's public client base routinely includes a range of Federal agencies, State agencies, local agencies, counties, metropolitan planning organizations, municipalities, school districts, and public utility agencies. Our in-house Environmental Services staff has provided clients throughout California with a full range of CEQA and NEPA services, including: Environmental Impact Reports; Initial Studies; Negative Declarations and Mitigated Negative Declarations; Environmental Assessments; Mitigation Monitoring and Reporting Programs; public participation programs; public noticing; Statements of Overriding Conditions; Findings; and special studies, such as hazardous materials assessments, air and global climate change studies, noise analyses, and visual impact assessments. RBF is fully capable of providing the City with legally-defensible, technically sound, cost efficient, and timely CEQA/NEPA documentation from start to finish.

UNIQUELY RELEVANT CHARACTERISTICS

As a full-service, multi-disciplinary consulting firm, RBF possesses many characteristics that make it uniquely qualified to provide on-call environmental services to the City. RBF has assembled a top-notch management and technical Team with the depth and experience to take on any project under the City's on-call program. Several of the key, unique characteristics that set the RBF Team apart from its competitors are described below.

- Capable Project Director and Project Managers: In this Statement of Qualifications, RBF has identified the management team that would be available for project assignments. As noted further in Section II, Key Personnel, RBF has designated a Project Director - Glenn



Lajoie, AICP - along with three Project Managers - Alan Ashimine, Starla Barker, AICP, and Eddie Torres. Mr. Lajoie will serve as the primary contact with City Staff.

- **Full Service CEQA Support Capabilities:** RBF possesses the advantage of a full range of CEQA support services ready for the City's on-call projects. All under a single roof, RBF is capable of preparing technical studies, peer reviews, regulatory permitting, and can provide engineering/planning assistance if necessary to support any EIR, MND, or Initial Study.
- **Ability to React Quickly to On-Call Requests and Offer Competitive Fees:** RBF has assembled an exceptional Team of professionals with the capabilities to react to the diverse range of projects that could arise from the City's on-call contract. Not only can the RBF Team provide defensible, technically-accurate CEQA documentation, but the Team can also mobilize quickly and cost-efficiently for the following reasons: 1) RBF possesses a diverse team of in-house technical specialists, reducing time for mobilization and minimizing costs associated with subconsultants; and 2) RBF is a local firm and has provided environmental services to southern California clients for 40 years, giving us a unique understanding of the project area and a proven track record for successful completion of the CEQA process.
- **Standard Time Frames for Responses to the City:** We are especially proud of our track record and responsiveness to agencies. Typical timelines can range from three to four months for (Mitigated) Negative Declarations and seven to twelve months for an EIR, depending upon the project complexities and analysis required.
- **Proven Program Management Approach:** The RBF Team's management approach has been proven on past projects to be effective in meeting or exceeding the Client's goals for completing environmental documents on or ahead of schedule and within or below budget. Our experience in expediting regulatory permits and coordinating environmental reviews, and our commitment to maintaining an effective working relationship with the City of Long Beach, gives us a solid foundation for delivering this project within the expectations of the City.

APPROACH TO WORKING WITH LONG BEACH

RBF currently has a Team of 16 environmental and technical specialists available to prepare CEQA/NEPA documentation for the City of Long Beach. Several of these 16 specialists are identified in Section II, Key Personnel. Project Director, Glenn Lajoie, regularly meets with Project Managers to review new and existing project assignments, staffing for the assignments, and deadlines to ensure that all client expectations are being met.



RBF will continue to work closely with the City of Long Beach to assure that the environmental review process accurately addresses the project impacts and ultimately complies with the State, Federal, and the City's environmental and development review processes. The RBF Team will be looked upon as an integral component in the review of the project and will participate in meetings with Staff and public hearings, as required by the City. RBF will be available to work in tandem with the City at appropriate project milestones and participate in concurrent planning and environmental processes. As the City's environmental consultant, RBF will help anticipate issues, devise solutions, and provide expert counsel on how to achieve environmental compliance and ultimate approval of the various entitlements required for a project. RBF's approach is designed to allow for regular interaction between City Staff and environmental consulting project team, other interested/responsible governmental agencies and parties, and allow for frequent information sharing among all project members. This approach will assist in data exchange without loss of time or resources and will give City Staff advance input on issues that arise. Such participation by the consultant minimizes duplication of research effort, improves the technical quality and accuracy of analysis, and ultimately, reduces the cost of services. It also allows the project team to offer expert advice and counsel to the City and other interested parties, particularly regulatory agencies with jurisdiction over key elements of the project.

To ensure a successful CEQA/NEPA review process and preparation of high quality environmental documents, RBF's work program includes the components identified below.

- Identification of the individual, cumulative, and growth-inducing impacts on the environment that may result from implementation of the proposed project.
- Commitment of senior management personnel to the project to provide close coordination with the City, ensure technical accuracy and carefully monitor budget and schedule compliance.
- Responsiveness to any significant issues of concern raised by responsible and regulatory agencies and the public.

Implementation of scheduling systems designed to meet the City's deadlines. RBF's scheduling systems allocate resources to meet all client due dates, regardless of their timing or the number of deadlines within a given period. Responsibility for planning and controlling a contract schedule belongs to the Project Manager, who will use all of the following RBF systems:

- Weekly workload management meetings
- Long-range staffing projections
- Multi-media scheduling (word processing, graphics, editing, production scheduling)
- Time line scheduling for tasks and milestones



Producing high quality work is an extremely important goal for RBF. The RBF Team's Quality Control Program is a continuous process used not just at project milestones, but also on a daily basis as work flows from desk to desk, discipline to discipline, and consultant to client. All submittals to the City will meet the project schedule agreed to by the City and will comply with the standards and procedures established by the City. Each deliverable item will be developed, checked, revised, and verified through a continuous process prior to submittal. Our documents undergo two types of internal reviews:

- On-going Reviews: These occur throughout the project process by the Project Manager and focus on the day-to-day accuracy and coordination with other disciplines and subconsultants.
- Formal Reviews: These occur at each of the product submittal stages and will be performed by the Project Manager.

SUMMARY OF QUALIFICATIONS

RBF possesses the full range of disciplines necessary to provide turn-key planning, design and implementation of a wide range of projects. We combine our expertise in development projects and urban planning, transportation and air quality management, to develop and assess project designs that minimize impacts to the natural environment and community. The following is a comprehensive list of RBF departments and services.

DEPARTMENTS

Land Planning and Urban Design:

Policy Planning:

AREAS OF EXPERTISE

Conceptual Design; Master Planning; Site Planning; Hillside Grading; Landscape Architecture; Redevelopment and Infill Land Use Planning; Illustrative Plans; Pedestrian and Vehicular Trail Studies; Visual Analysis; Design Guidelines and Development Standards.

Specific Plans, General Plans; Community Participation Programs; Project Management and Coordination; Feasibility/Special Studies; Fee Programs; Entitlement to Use (including zone changes, General Plan Amendments and annexation studies); Redevelopment Studies; Consultant Coordination; Governmental Agencies/Public Liaison; and Development Support Services through Construction.



<i>Environmental Services:</i>	Environmental Impact Reports/Statements; Expanded Initial Studies/Negative Declarations; Mitigation Monitoring Programs; Public Participation Programs; Natural Resource Management; Resource Mitigation Permits; EIR and EIS Review; Noticing; Statements of Overriding Considerations; Findings; and Special Studies, such as Phase I Site Assessment for hazardous materials, climate change, as well as noise and air quality monitoring and modeling.
<i>Transportation Planning:</i>	Master Plans of Circulation; Transportation Planning/Engineering; Traffic Impact Studies; Traffic Control Plans; Traffic Signal Coordination; Traffic Signal Design; Congestion Management Programs; Street Lighting; Signing, Striping, and Construction Detour Plans.
<i>Media Services:</i>	Report Graphics; Presentation Graphics; View Analysis; Illustrations; Slide Shows; Video Services; and CADD Illustrative Plans.
<i>Civil Engineering:</i>	Subdivision Engineering; Structural Engineering; Engineering Design; and CADD mapping.
<i>Mechanical/Electrical Engineering:</i>	Commercial Office Buildings; Retail Shopping Center; Educational Facilities; Hotel/Motel; Industrial; Special Energy Systems; Entertainment Performing Arts Centers; and Computer Centers.

ENVIRONMENTAL SERVICES

As a leader in the environmental consulting field, RBF offers an extensive array of services associated with environmental compliance and documentation. RBF provides evaluation for the full range of environmental effects for all types of projects. Our award-winning team offers documentation in compliance with environmental laws and regulations including CEQA, NEPA, the Clean Water Act, the Clean Air Act and other applicable environmental laws.

Environmental documents prepared at RBF address the full range of environmental and technical issues, with in-house specialists providing technical evaluation for traffic and transportation, flood control and drainage, air quality, climate change, noise, land use, socioeconomics, utilities and services, energy conservation, visual and aesthetic effects, relevant planning, Phase I hazardous materials, neighborhood and construction effects, landform modification, agricultural suitability and many other environmental issue areas. RBF draws upon the profession=s leading subconsultants for specialized biological, archeological,



geotechnical and fiscal/economic studies to build a multi-disciplinary team of environmental analysts. State-of-the-art computer facilities including CADD, ARC/INFO, and specially created computer programs are utilized in obtaining the highest level of technical completeness and efficiency.

CEQA AND NEPA DOCUMENTS

RBF has over 40 years experience in the preparation and processing of CEQA and NEPA compliance studies. The RBF Environmental staff have provided CEQA and NEPA documentation and environmental technical studies for a diverse range of capital improvement and development projects, as well as regulatory/policy documents such as General Plans and zoning ordinances.

RBF environmental documents are not only legally defensible and user-friendly, but are supported by professionals with expertise in hydrology, water quality, transportation, water/wastewater, landscape architecture, urban design, policy planning, structural design, civil engineering, GIS, mapping, and surveying. RBF produces environmental documents that are sensitive to both the public's concern for resource protection and community impacts, as well as real-world issues associated with cost and feasibility of implementing mitigation measures. RBF's environmental compliance managers have a broad resume of project experience in coastal, urban and rural communities and have worked on numerous complex projects requiring technical expertise, creative solutions and development of effective and workable mitigation. Our team has a thorough understanding of CEQA, NEPA, the Endangered Species Act, Clean Water Act, Clean Air Act, National Historic Preservation Act and other local, state and federal regulations.

AIR QUALITY STUDIES

RBF utilizes air quality models that are developed by the U.S. Environmental Protection Agency, California Air Resources Board and local Air Pollution Control Districts. RBF's air quality services include project-specific analysis of regulatory impacts, short-term construction emissions, long-term operational emissions, and computer modeling of source-specific pollutant emissions and dispersion analysis. Additionally, RBF has carried out mitigation programs for commercial, transportation, and industrial projects, as well as General Plan Air Quality Elements.

GREENHOUSE GAS STUDIES

RBF's climate change experts are at the forefront in developing sound scientific regulatory assessments and strategies within the rapidly changing regulatory environment. We advise both government and private industry on greenhouse gas (GHG) policies and methodologies and the impact that they have on the new carbon constrained business future. To ensure a



sustainable future, there is a great need to understand and manage GHG emissions in ways that promote economic growth. As the climate change debate and private sector market solutions evolve, RBF continues to offer its clients unparalleled analytical, policy and business management services.

RBF has been aggressively tracking all aspects of Assembly Bill 32 (AB 32) and Senate Bill 375 (SB 375) over the last several years. Our internal legislative working group meets monthly to discuss the implications of these GHG reduction mandates as implementation unfolds. Specific to SB 375, our team has also conducted numerous presentations with public sector, private developer and land broker clients about the influence these GHG reduction mandates may have on their respective businesses.

As a result of this extensive experience, RBF has developed proprietary models for quantifying and analyzing GHG's from a variety of direct and indirect sources including construction, vehicular traffic, electricity consumption, water conveyance and sewage treatment. RBF's analyses recommend innovative greenhouse gas/air pollutant reduction methods during the construction and operation of a project, conduct advanced dispersion modeling, investigate the use of renewable energy sources/energy efficient products and quantify the benefits of resource conservation (i.e., electricity usage and recycling).

NOISE STUDIES

RBF's acoustical services include instrument-assisted noise and vibration field surveys, commercial and industrial stationary sources noise impact analyses, Federal Highway Administration (FHWA) computer modeling of motor vehicle noise impacts for roadway and freeway projects, and rail noise impact analysis. RBF's acoustical staff also evaluates sound insulation performance, manufacturing and industrial noise impact mitigation, building exterior and interior sound and vibration isolation analysis, room acoustics, and prepares General Plan Noise Elements. Services typically provided include technical analysis for NEPA or CEQA documents, or focused studies used in planning and civil design projects.

REGULATORY AGENCY PERMITS

Our regulatory services team is trained in the most up-to-date regulations and have prepared and processed hundreds of permit applications through the U.S. Army Corps of Engineers (USACOE), California Department of Fish and Game (CDFG), Regional Water Quality Control Board (RWQCB), and the California Coastal Commission (CCC). RBF works closely with each applicant to assure that the jurisdictional baseline and permit applications accurately address project impacts and ultimately complies with the state and federal review process. RBF's existing relationships with the resource agencies allow RBF to be a liaison between the applicant and the regulatory agencies.



RBF has certified regulatory staff that is professionally trained to perform wetland delineations on projects that need to meet regulatory requirements of the ACOE (Clean Water Act Section 404), CDFG (California Fish and Game Code Sections 1600-1616), RWQCB (Clean Water Act Section 401, Porter-Cologne Water Quality Control Act), and CCC (California Coastal Act).

Years of experience preparing and processing regulatory permits through the resource agencies have enabled RBF to identify successful strategies for satisfying agency requirements. No matter the location, the regulatory services team has provided regulatory support to clients throughout California, Nevada, and Arizona. Our staff has successfully delineated project sites and properties ranging from less than 1-acre to 1,600-acres. Projects have ranged from small stream crossings to long-term maintenance projects to large-scale mass grading activities. The regulatory services team, coupled with our environmental and stormwater staff, allows RBF to expeditiously acquire permits from state and federal regulatory agencies.

BIOLOGICAL RESOURCES

RBF has expert in-house biologists experienced in the Federal and State Endangered Species Acts, the Migratory Bird Treaty Act, the California Department of Fish and Game Code, the Clean Water Act and biological analysis under CEQA and NEPA. The RBF team's staff relationships with wildlife agencies, regulatory agencies, federal land managers and various conservation groups allow the firm to serve as a liaison between the applicant and these agencies/organizations. RBF's biological team has decades of experience in the biological consulting process. Valued services provided by RBF include conducting habitat assessments to characterize the biological features of an area, rapidly identifying any sensitive features, suggesting a compliance strategy to resolve identified impacts, and working with the client to make sure their planning needs are met while meeting permitting and mitigation requirements. RBF staff biologists prepare general biological inventories, endangered species/sensitive plant surveys and biological monitoring. In consultation with resource agencies, RBF staff has extensive experience in mitigating biological resources impacts through restoration/revegetation and conservation/mitigation banking.

VISUAL IMPACT ASSESSMENTS

RBF provides visual stimulation studies for aesthetic and visual impact evaluation. Simulations produced by RBF range from simple photo composite/3-D massing studies to full photorealistic depictions. RBF uses state of the art software and advanced techniques such as metric photogrammetry and Real Time Kinematic (RTK) global positioning. Data is processed using state-of-art computer techniques into high-quality graphics that allow the public to understand the visual impacts of a project.



RBF provides dynamic views of proposed developments through the use of animations and Matchmove technology (the process of combining computer animation with video). Animations provide visual analysis while moving through or around a project on foot, in a vehicle or plane. Additionally, RBF has the capabilities to perform viewshed analyses that may be utilized to determine whether or not project features are visible within a one-mile-radius. The viewshed map is created using Geographic Information Systems (GIS) technology and may include Digital Surface Model (DSM) data. DSM data allows RBF to determine view blockage resulting from existing structures, terrain, and landscaping (i.e., large trees).

RBF also prepares shade and shadow analyses by overlaying shadow diagrams on a base map that show the building footprints of the project and the surrounding buildings. The intent of this work is to illustrate any change in shadow patterns that would be directly attributable to the project, and to visually demonstrate the effect of these shadows on surrounding land uses, particularly any adjacent residential or other sensitive uses.

HAZARDOUS MATERIALS ASSESSMENTS

RBF provides a range of Hazardous Materials Assessments to meet our clients needs for various project types. RBF has prepared hundreds of Hazardous Materials Assessments for a variety of projects throughout California utilizing the American Society for Testing & Materials (ASTM) standards for commercial real estate transactions (E1527-05 and E1528-06), All Appropriate Inquiry (AAI) as well as appropriate protocol from lending institutions and regulatory agencies. The comprehensive capabilities and professional experience of our in-house staff allows RBF to effectively and efficiently complete Hazardous Materials Assessments for any type of property.

RBF's capabilities include Phase I Environmental Site Assessments (ASTM E1527-05), Transaction Screens (ASTM E1528-06), Preliminary Hazardous Materials Assessments, Environmental Baselines Surveys (for the United States Department of Navy) and Initial Site Assessments (for the California Department of Transportation).

TRAFFIC/PARKING/CIRCULATION

RBF emphasizes traffic planning and design techniques to satisfy the requirements of the study site and the adjacent areas. This is accomplished by utilizing any or all of the following external study site traffic analyses.

- Traffic Generation
- Directional Distribution of Traffic
- Access Design Criteria
- Traffic Signal Considerations
- Adjacent Land Access Needs
- Impact on Existing Streets
- Evaluation of Alternate Designs
- Intersection Capacity Utilization



RBF's goal is to achieve safe and efficient movement of vehicles, and plan adequate parking facilities for the projected land uses and economic growth. Pedestrian safety and movement is factored into the overall plan. RBF utilizes traffic models derived from data collected at peak intervals to capture the current performance of the traffic system and simulate potential need.

STORM WATER QUALITY/DRAINAGE

RBF has a broad base of experience that can provide a wide variety of services to meet the challenges associated with storm water quality. Current projects give the RBF Team a unique and clear understanding of the requirements that the regulated community faces in complying with Court orders, fulfilling National Pollutant Discharge Elimination System (NPDES) Permit obligations and other related storm water activities. In addition to this experience, several members of the Team are participants in the California Storm Water Quality Association.

RBF's Storm Water Quality capabilities include the identification of constituents of concern, research relative to Best Management Practices (BMP) effectiveness, BMP siting, design, construction, construction management and operation, maintenance and monitoring. Furthermore, RBF has completed studies relative to BMP effectiveness and cost including prototype studies relative to operation and maintenance cost and capital costs evaluation for new construction and retrofit construction. RBF has completed designs for the following types of conventional structural controls:

- Extended Detention
- Wet Pond / Constructed Wetlands
- Infiltration (Basin and Trench)
- Biofiltration (Swale and Strip)
- Manufactured BMPs

Key stormwater/water quality services provided by RBF include municipal stormwater program development; NPDES compliance; BMP research and application; BMP retrofit studies; water quality monitoring; and stormwater management related training.

MITIGATION MONITORING

RBF develops Mitigation Monitoring Programs for CEQA documents, and provides assistance to public and private sector clients in interpreting and implementing the required programs. RBF services include, through a combination of our Construction Management and Planning staff, field monitoring for air quality, dust, traffic control, and resource mitigation. RBF received an award from the Association of Environmental Professionals for our Mission Bay Mitigation Monitoring Program web site, allowing interactive viewing and updating of mitigation compliance by agency staff, the developer and the public.



ENVIRONMENTAL CONSTRAINTS

The RBF Planning staff provides opportunities and constraints assessments as part of preliminary design studies for capital improvement projects and due diligence studies for development projects. Using our GIS capabilities, RBF identifies resource and regulatory compliance issues for project alternatives, as well as anticipated local agency and community issues. RBF provides strategic project development services in early planning stages, which can substantially reduce or avoid cost and schedule impacts associated with regulatory agency permitting and the public review process.

PUBLIC OUTREACH PROGRAMS

RBF has exceptional experience and capabilities in the strategic planning, presentation, and technical support of public participation programs. RBF is presently implementing public outreach programs for several city General Plans and EIR's in Southern California, facilitates scoping meetings for CEQA/NEPA documents, and has facilitated Design Advisory Group processes for the highly controversial such as the potential extension of State Route 710. RBF has a complete in-house Media Services Department, which can develop virtually any form of public communication information, including project web sites, video, PowerPoint, illustrative graphics, multi-lingual newsletters or other materials.

STANDARD SCOPE OF WORK FOR A (MITIGATED) NEGATIVE DECLARATION

The following outline is our standard approach to a work program involving (Mitigated) Negative Declarations. The level of analysis necessary for issue areas may differ, depending upon the complexity of the project and required analysis.

- **PROJECT KICK-OFF AND PROJECT CHARACTERISTICS**
- **RESEARCH AND INVESTIGATION**
- **CEQA INITIAL STUDY/ASSESSMENT**
 - **INTRODUCTION**
 - **ENVIRONMENTAL CHECKLIST**
 - **ENVIRONMENTAL ANALYSIS**
 - *Aesthetics/Light and Glare*
 - *Agricultural and Forestry Resources*
 - *Air Quality*
 - *Biological Resources*
 - *Cultural Resources*
 - *Geology and Soils*
 - *Greenhouse Gas Emissions*



- *Hazards and Hazardous Materials*
- *Hydrology and Water Quality*
- *Land Use and Relevant Planning*
- *Mineral Resources*
- *Noise*
- *Population*
- *Public Services*
- *Traffic and Parking*
- *Utilities*
- *Mandatory Findings of Significance*
- INITIAL STUDY DETERMINATION
- GRAPHIC EXHIBITS
- DRAFT INITIAL STUDY
- NEGATIVE DECLARATION PREPARATION
- Final Initial Study/Mitigated Negative Declaration
- COORDINATION OF ENVIRONMENTAL REVIEW AND MEETING/HEARING ATTENDANCE
- DELIVERABLES

STANDARD SCOPE OF WORK FOR AN ENVIRONMENTAL IMPACT REPORT

The following is our standard approach to a work program involving an EIR. The level of analysis necessary for issue areas may differ, depending upon the complexity of the project and required analysis. Analysis and Scope of Work for agriculture and mineral resources is dependent on the conditions on the project site/area.

- **PROJECT SCOPING**
 - Project Kick-Off and Project Characteristics
 - Research and Investigation
 - Agency Consultation
 - Preparation of the Initial Study
 - Notice of Preparation
- **PREPARATION OF ADMINISTRATIVE DRAFT EIR**
 - Executive Summary
 - Introduction and Purpose
 - Project Description
 - Cumulative Projects To Be Considered



- **Environmental Analysis**
 - Aesthetics/Light and Glare
 - *Air Quality/Greenhouse Gas Emissions*
 - *Biological Resources*
 - *Cultural Resources*
 - *Geology and Soils*
 - *Hazardous Materials*
 - *Hydrology, Water Quality and Drainage*
 - *Land Use and Relevant Planning*
 - *Noise*
 - *Public Services and Utilities*
 - *Public Services: Fire, Police, Schools, Parks and Recreation*
 - *Public Utilities: Water, Sewer, Electricity, Natural Gas, Solid Waste*
 - *Traffic and Circulation*
 - *Cumulative Impacts*
- **Alternatives to the Proposed Action**
- **Other CEQA Considerations: Irreversible Environmental Changes, Growth-Inducing Impacts, Energy Conservation**
- **Effects Found Not to be Significant**
- **Significant Unavoidable Impacts**
- **References**
- **Bibliography**

REPRESENTATIVE PROJECTS

The following pages provide a small sample of representative projects. Additional examples may be provided, as requested.



KEY PERSONNEL

The following organization chart indicates members of the Team assigned to act for the firm in key management, analytical, and technical positions. Resumes for each RBF Team member are provided within this section. Subconsultant resumes are provided in Section III.

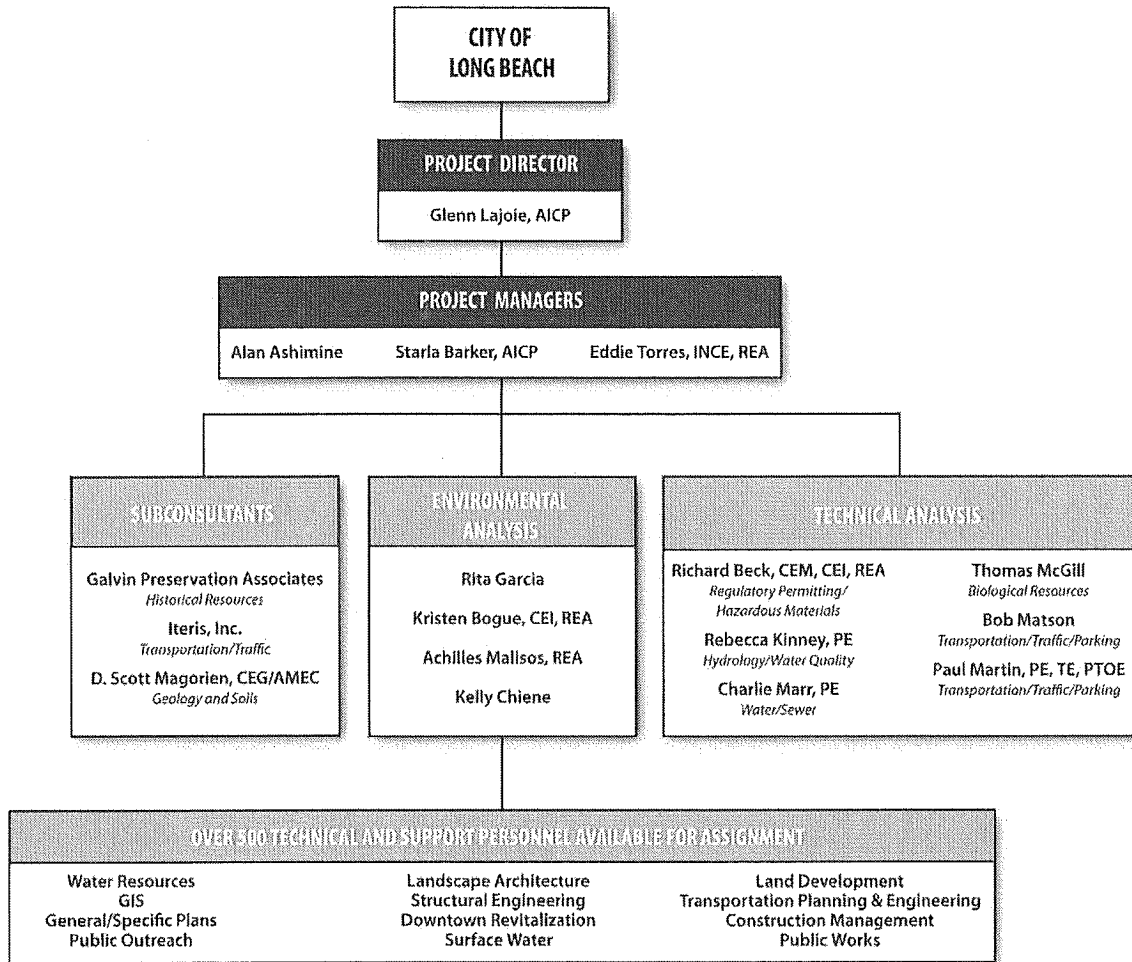


EXHIBIT “B”

Rates or Charges



SCHEDULE OF FEES

RBF CONSULTING

The table below identifies hourly rates for RBF key personnel identified in Section II.

Name	Responsibility	Hourly Rate
Glenn Lajoie, AICP	Project Director	\$225
Alan Ashimine Starla Barker, AICP Eddie Torres, INCE, REA	Project Manager	\$145 -\$165
Rita Garcia Kristen Bogue, CEI, REA Achilles Malisos, REA Kelly Chiene	Environmental Analyst	\$90-\$125
Richard Beck, CEM, CEI, REA	Regulatory Permitting/ Hazardous Materials Analysis	\$165
Rebecca Kinney, PE	Drainage/Water Quality	\$195
Charlie Marr, PE	Water & Sewer Analysis	\$175
Tom McGill, Ph.D.	Biological Resources	\$245
Bob Matson	Traffic Analysis	\$230
Paul Martin, PE, TE, PTOE	Traffic Analysis	\$165
Word Processor / Graphic Artist		\$85

EXHIBIT “C”

City’s Representative:

Jill Griffiths

EXHIBIT “D”

Materials/Information Furnished: None