

1 necessary funds for such payment by the City in each fiscal year during the term of
2 this Agreement. For the purposes of this Section, a fiscal year commences on
3 October 1 of the year and continues through September 30 of the following year. In
4 the event that the City Council of the City fails to appropriate the necessary funds
5 for any fiscal year, then, and in that event, the Agreement will terminate at no
6 additional cost or obligation to the City.

7 C. Consultant may select the time and place of performance for
8 these services provided, however, that access to City documents, records, and the
9 like, if needed by Consultant, shall be available only during City's normal business
10 hours and provided that milestones for performance, if any, are met.

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

25 E. Consultant represents that Consultant has obtained all
26 necessary information on conditions and circumstances that may affect its
27 performance and has conducted site visits, if necessary.

28 F. CAUTION: Consultant shall not begin work until this

1 Agreement has been signed by both parties and until Consultant's evidence of
2 insurance has been delivered to and approved by the City.

3 2. TERM. The term of this Agreement shall commence at midnight on
4 September 1, 2016, and shall terminate at 11:59 p.m. on August 31, 2019, unless sooner
5 terminated as provided in this Agreement, or unless the services or the Project is
6 completed sooner. The term may be extended for three (3) additional one-year periods, at
7 the discretion of the City Manager.

8 3. COORDINATION AND ORGANIZATION.

9 A. Consultant shall coordinate its performance with City's
10 representative, if any, named in Exhibit "C", attached to this Agreement and
11 incorporated by this reference. Consultant shall advise and inform City's
12 representative of the work in progress on the Project in sufficient detail so as to
13 assist City's representative in making presentations and in holding meetings on the
14 Project. City shall furnish to Consultant information or materials, if any, described
15 in Exhibit "D" attached to this Agreement and incorporated by this reference, and
16 shall perform any other tasks described in the Exhibit.

17 B. The parties acknowledge that a substantial inducement to City
18 for entering this Agreement was and is the reputation and skill of Consultant's key
19 employee, Steve Cappellino. City shall have the right to approve any person
20 proposed by Consultant to replace that key employee.

21 4. INDEPENDENT CONTRACTOR. In performing its services,
22 Consultant is and shall act as an independent contractor and not an employee,
23 representative, or agent of City. Consultant shall have control of Consultant's work and
24 the manner in which it is performed. Consultant shall be free to contract for similar services
25 to be performed for others during this Agreement provided, however, that Consultant acts
26 in accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges
27 and agrees that a) City will not withhold taxes of any kind from Consultant's compensation,
28 b) City will not secure workers' compensation or pay unemployment insurance to, for or on

1 Consultant's behalf, and c) City will not provide and Consultant is not entitled to any of the
2 usual and customary rights, benefits or privileges of City employees. Consultant expressly
3 warrants that neither Consultant nor any of Consultant's employees or agents shall
4 represent themselves to be employees or agents of City.

5 5. INSURANCE.

6 A. As a condition precedent to the effectiveness of this
7 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
8 duration of this Agreement, from insurance companies that are admitted to write
9 insurance in California and have ratings of or equivalent to A:V by A.M. Best
10 Company or from authorized non-admitted insurance companies subject to Section
11 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
12 by A.M. Best Company the following insurance:

13 (a) Commercial general liability insurance (equivalent in scope to
14 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
15 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
16 coverage shall include but not be limited to broad form contractual liability,
17 cross liability, independent contractors liability, and products and completed
18 operations liability. The City, its boards and commissions, and their officials,
19 employees and agents shall be named as additional insureds by
20 endorsement (on City's endorsement form or on an endorsement equivalent
21 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10
22 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),
23 and this insurance shall contain no special limitations on the scope of
24 protection given to the City, its boards and commissions, and their officials,
25 employees and agents. This policy shall be endorsed to state that the
26 insurer waives its right of subrogation against City, its boards and
27 commissions, and their officials, employees and agents.

28 (b) Workers' Compensation insurance as required by the California

1 Labor Code and employer's liability insurance in an amount not less than
2 \$1,000,000. This policy shall be endorsed to state that the insurer waives
3 its right of subrogation against City, its boards and commissions, and their
4 officials, employees and agents.

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

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

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

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

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

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

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

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

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

23 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
24 contemplates the personal services of Consultant and Consultant's employees, and the
25 parties acknowledge that a substantial inducement to City for entering this Agreement was
26 and is the professional reputation and competence of Consultant and Consultant's
27 employees. Consultant shall not assign its rights or delegate its duties under this
28 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval

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

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

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

20 9. OWNERSHIP OF DATA. All materials, information and data
21 prepared, developed, or assembled by Consultant or furnished to Consultant in connection
22 with this Agreement, including but not limited to documents, estimates, calculations,
23 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
24 models, reports, summaries, drawings, designs, notes, plans, information, material, and
25 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
26 and City shall have the unrestricted right to use and disclose the Data in any manner and
27 for any purpose without payment of further compensation to Consultant. Copies of Data
28 may be retained by Consultant but Consultant warrants that Data shall not be made

1 available to any person or entity for use without the prior approval of City. This warranty
2 shall survive termination of this Agreement for five (5) years. Consultant shall not be held
3 liable for any reuse of their project materials for purposes not included under the scope of
4 this Agreement.

5 10. TERMINATION. Either party shall have the right to terminate this
6 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
7 prior written notice to the other party. In the event of termination under this Section, City
8 shall pay Consultant for services satisfactorily performed and costs incurred up to the
9 effective date of termination for which Consultant has not been previously paid. The
10 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective
11 date of termination, Consultant shall deliver to City all Data developed or accumulated in
12 the performance of this Agreement, whether in draft or final form, or in process. And,
13 Consultant acknowledges and agrees that City's obligation to make final payment is
14 conditioned on Consultant's delivery of the Data to the City.

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

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

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13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

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

17. INDEMNITY.

1 A. Consultant shall indemnify, protect and hold harmless City, its
2 Boards, Commissions, and their officials, employees and agents (“Indemnified
3 Parties”), from and against any and all liability, claims, demands, damage, loss,
4 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
5 costs and expenses, arising out of or in connection with (1) Consultant’s breach or
6 failure to comply with any of its obligations contained in this Agreement, or (2)
7 negligent or willful misconduct, errors, omissions or misrepresentations committed
8 by Consultant, its officers, employees, agents, subcontractors, or anyone under
9 Consultant’s control, in the performance of work or services under this Agreement
10 (collectively “Claims” or individually “Claim”).

11 B. In addition to Consultant’s duty to indemnify and subject to the
12 approval of Consultant’s insurers, Consultant shall have a separate and wholly
13 independent duty to defend Indemnified Parties at Consultant’s expense by legal
14 counsel approved by City, from and against all Claims, and shall continue this
15 defense until the Claims are resolved, whether by settlement, judgment or
16 otherwise. City shall notify Consultant of any Claim, shall tender the defense of the
17 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
18 in the defense.

19 C. If a court of competent jurisdiction determines that a Claim was
20 caused by the negligence or willful misconduct of Indemnified Parties, Consultant’s
21 costs of defense and indemnity shall be (1) reimbursed in proportion to the
22 negligence attributable to the Indemnified Parties if the court determines negligence
23 by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct
24 attributed by the court to the Indemnified Parties.

25 D. To the extent this Agreement is a professional service
26 agreement for work or services performed by a design professional (architect,
27 landscape architect, professional engineer or professional land surveyor), the
28 provisions of this Section regarding Consultant’s duty to defend and indemnify shall

1 be limited as provided in California Civil Code Section 2782.8, and shall apply only
2 to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or
3 willful misconduct of the Consultant.

4 E. The provisions of this Section shall survive the expiration or
5 termination of this Agreement.

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

8 19. NONDISCRIMINATION.

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

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

1 20. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
2 accordance with the provisions of the Ordinance, this Agreement is subject to the
3 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
4 Long Beach Municipal Code, as amended from time to time.

5 A. During the performance of this Agreement, the Consultant
6 certifies and represents that the Consultant will comply with the EBO. The
7 Consultant agrees to post the following statement in conspicuous places at its place
8 of business available to employees and applicants for employment:

9 “During the performance of a contract with the City of Long Beach, the
10 Consultant will provide equal benefits to employees with spouses and its
11 employees with domestic partners. Additional information about the City of
12 Long Beach’s Equal Benefits Ordinance may be obtained from the City of
13 Long Beach Business Services Division at 562-570-6200.”

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

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

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

23 E. If the City determines that the Consultant has set up or used its
24 contracting entity for the purpose of evading the intent of the EBO, the City may
25 terminate the Agreement on behalf of the City. Violation of this provision may be
26 used as evidence against the Consultant in actions taken pursuant to the provisions
27 of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

28 21. NOTICES. Any notice or approval required by this Agreement shall

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

7 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

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

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

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

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

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

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

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

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

ANCHOR QEA, LLC, a Washington limited liability company

September 1, 2016

By [Signature]
Name Steve Cappellino
Title Partner

September 2, 2016

By [Signature]
Name JOHN R VERDIN
Title PARTNER

"Consultant"

CITY OF LONG BEACH, a municipal corporation

9/8, 2016

By [Signature]
City Manager
Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on Sept. 6, 2016.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

Exhibit A

Scope of Work



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

3. SCOPE OF PROJECT

3.1 SCOPE OF SERVICES OVERVIEW

The following services outlined are the minimum services required by the Awarded Consultant. Prospective engineering teams are encouraged to provide additional details and/or value additions to the proposed scope of services in the Narrative Proposal and Qualifications, and in the Cost and Fee Proposal.

The Awarded Consultant will be required to provide professional engineering design services to implement the Colorado Lagoon Phase 2A Open Channel project, which includes abandoning or completely removing the culvert; daylighting the western portion of Marina Vista Park; and creating two new vehicular bridge structures to span the new tidal channel. The channel is estimated to be 1,160 feet in length, -7.0 feet NGVD deep and up to 230 feet wide, at its widest point. As such the open earthen connection shall maximize habitat to the maximum extent feasible.

The Awarded Consultant shall provide a sports field design which upgrades and improves the functionality of Marina Vista Park. The existing ball field and appurtenant structures are in the alignment of the open channel. The proposed design shall preserve the number of fields currently in use which consists of one adult ballfield, one adult soccer field and one youth soccer field. With regards to usability, the design shall level the undulations in the sports fields via grading and fine grading, ensure successful grass establishment, and provide for a new irrigation system. The Awarded Consultant shall take into consideration the quantity of excavated material that can be reused on site appropriately and any significant elevation changes.

Further, the Awarded Consultant shall propose the siting and relocation of the two existing public restrooms located north and south of Eliot Street that are in the alignment of the proposed open earthen channel. While the Awarded Consultant will not be responsible for the design of the two public restrooms, the awarded firm shall be primarily responsible for the siting for the purposes of permitting and preparation of site plans.

Other significant project elements include coordination for the relocation of all underground and overhead utilities affecting the project area (i.e. along Colorado Street, Eliot Street, and in the alignment of the channel). A minimum list of utilities includes fiber optic, telecommunications, electric, water, gas and oil pipelines, a new sewer lift station, and overhead and underground vaulted electrical infrastructure. Thoughtful and creative coordination with the appropriate utility owners and utility easement holders is necessary and must be considered in the program verification and preliminary design phases to minimize disruption to the community.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

The approved alternative is discussed in further detail in the Alternatives Analysis Report Phase 2 Study (**Appendix 09**) and provides background information for the basis of the existing conceptual designs.

3.2 BASIC SERVICES

The City is requesting qualifications and proposals from professional engineering teams and firms with experience in coastal engineering, with substantive experience in coastal habitat and wetlands restoration or remediation. Other sub-consultant disciplines and specialties including, but not limited to, civil, geotechnical, traffic, structural, and environmental engineers; scientists and planners with expertise in hydrology, biology, environmental compliance, and regulatory permitting; as well as landscape architects with expertise in native vegetation, restoration, and in the design of recreational sports parks may be required for the delivery of this project.

Firms or teams without specific, extensive and relevant experience in coastal engineering (such as dredging design and restoration of sensitive habitat), need not submit.

The successful respondent firm will be led by a Project Manager who can demonstrate he or she is able to manage large, complex engineering projects within scope, schedule, and budget. The Project Manager shall be the principal point of contact on all matters related to this assignment. As such his or her qualifications and proven success in managing complex engineering designs shall be discussed in the narrative proposal and technical qualifications statement.

The design work shall be performed in accordance with the latest applicable codes, standards, and regulations at the local, State and Federal levels. Additionally, the work shall consider sea level rise predictions as noted in the Sea-Level Rise Policy Guidance issued by the California Coastal Commission and FEMA guidelines.

It is required that the Awarded Consultant have regulatory permitting experience, including obtaining approvals from the following entities: U.S. Army Corps of Engineers, Los Angeles Regional Water Quality Control Board, and the California Coastal Commission. It is preferred, but not required, that the consultant team's PM have experience in presenting information, and responding to questions posed by agents of regulatory bodies including the California Coastal Commission (CCC); the City's Planning Commission, Harbor Commission, Parks and Recreation Commission; and the Contaminated Sediments Task Force (CSTF) and/or Dredged Materials Management Team (DMMT).

The Awarded Consultant firm shall be referred to as the Engineering Design Team and shall be expected to provide the following services for the duration of the Contract to achieve the objectives of the Project:



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

- Verification and validation of approved (City-provided) concept for technical, financial, and ecological feasibility
- Firm shall be required to stake and demarcate in the field proposed location of major design elements including the bridge, open channel alignment and sports fields prior to the preparation of full construction documents
- Refinement of the conceptual designs to meet objectives and financial considerations
- Preliminary Design or 30% Construction Documents
- Permitting & entitlement support at the local, County, State and Federal levels
- Environmental compliance documentation
- Mitigation Bank coordination and support
- Pre-design studies as determined necessary
- Public and stakeholder outreach
- Geotechnical investigation and soils suitability analysis
- Development of complete plans & specifications (construction bid documents) in conformance with the City's standards for Public Works construction and guidelines
- Landscaping plans and proposed sports field arrangements
- Design of informational signage and interpretative signage
- Civil engineering
- Utilities investigation and relocation as necessary
- Geotechnical engineering
- Structural design and engineering of bridges
- Mechanical, electrical and plumbing
- Traffic engineering and traffic safety analysis
- Acoustics, noise and vibration control
- Codes and accessibility compliance
- Cost estimating and scheduling
- Sediment characterization
- Identification of disposal sites
- Biological resources studies and assessments
- Hydrology and hydrodynamics



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

- Coordination with other consultant teams, including architects, engineers, and scientists
- Attendance at biweekly progress meetings, weekly construction meetings, and special meetings and hearings as necessary
- Construction bid phase services
- Construction support services

3.3 WORK PLAN

The Awarded Consultant shall establish a Project Manager to manage the services arising from this procurement and administer all services performed by the firm, and its sub-consultants (engineering design team). Such management activities and controls shall include, but will not be limited to, the following:

- Develop project documentation necessary to manage the design and engineering process
- Establish and update schedules for the project duration inclusive of design and construction, including identifying document delivery milestones
- Regularly monitor the time expended and quantities and quality of work performed by own firm and sub-consultants
- Submit a proposed list of deliverables for the City Project Manager (PM) to review and approve at the start of each phase including Program Verification, Value Engineering, and Final Concepts, & Construction Drawings (30%, 60%, 90%, and 100% Percent Design Package and Final Plans).
- Submit a Quality Assurance and Quality Control Plan for review and approval by the City's assigned project manager indicating how communications will be handled, primary point of contacts for each discipline, and how the Awarded Consultant will handle and manage risk.

The Awarded Consultant's Project Manager must also designate key staff for each of the design disciplines required for this project. If changes must be made to the primary contact or any key staff due to unavoidable circumstances, the design team shall submit the name(s) of the proposed substitute person(s) and related statements of professional qualifications to the City in writing for approval by the City.

3.3.1 SERVICE PHASES. The scope of services are broken down into the following phases:



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

- **Phase I** - services will entail concept/program verification, value engineering analysis, basis of design, initial permitting and support, predesign studies as needed, and mitigation bank coordination as necessary. For this design phase, please anticipate up to (4) public meetings with project stakeholders, City Commissions, and Coastal Commission.
- **Phase II** - services shall include the preparation of construction drawings and specifications based on the approved final concept (i.e. 30%, 60%, 90%, 100% and Final Design Documents), bid phase support services, and mitigation bank coordination and up to three (3) public meetings are anticipated.
- **Phase III** - will include construction support services, mitigation bank coordination and support, and coordination with the City's assigned Project Manager, Construction Manager, and Contractor; project close out, warranty and O&M turnover.
- **Phase IV** – the design team shall perform for 5 years post-construction mitigation monitoring and reporting per the Monitoring Plan to be prepared by the mitigation banking consultant and approved by the Resource Agencies.
- **The base contract award shall be authorized for a not-to-exceed allowance of \$200,000 to accomplish the scope of services outlined in Phase 1. Additional scope of services and phases shall only be activated after the City's review and acceptance of work from the previous phase/efforts, after successful negotiation of fees for subsequent Phases, and after City Council authorization of the amendment(s). The selected consultant shall not commence work on any Phase without both a Contract Amendment and written Notice to Proceed by the City's PM.**

3.3.2 Awarded Consultant: The Awarded Consultant shall provide all materials, management and professional services necessary to complete the Services in a timely manner. As the services progress, the City PM and Awarded Consultant PM shall participate in the creative aspects of the project, as well as co-evaluate the performance related to the execution of this agreement. In that capacity, the City and its assigned Project Manager reserves the right periodically visit the office of the design team and/or its sub-consultants to review the work in progress, provide creative input, and generally assist in resolving design issues and constraints.

3.3.3 Consultants to the City: The City may retain consultants/vendors under separate contract for assistance on:

- Restoration/Ecology
- Project Management



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

- Construction Management
- Surveying / Construction Staking
- Environmental Planning / Entitlements / California Environmental Quality Act (CEQA)
- Project Documents Controls System Providers
- Communications and Outreach Specialists
- Construction Cost Estimator and Scheduler
- The awarded engineering design team shall fully cooperate with the City's other consultants to successfully design and implement this project.

3.3.4 Milestone Reviews and Authorization: The City's PM will conduct periodic and milestone in-progress reviews of the Awarded Consultant's design progress at designated times. The Awarded Consultant's PM (and any appropriate staff or professional disciplines, if necessary) shall participate in biweekly progress meetings with City staff for progress review. General updates shall be requested during the concept refinement and detailed design stages.

- Formal reviews and progress submittals will be required at a minimum at milestones noted in Section 3.3.1. It is understood that certain elements may require more time to refine including those for major project components such as the bridges and traffic engineering, habitat banding, hydrology, implementation of permit and resource agency conditions, and landscaping/re-arrangement of sports fields, etc. Any concerns and issues that should delay the deliverables and cause slippage to the overall schedule shall be made in writing to the City PM.
- Informal review and submittals and informal progress designs may be requested; conference/Web-Ex/Go-To Meeting calls covering one or more disciplines may be held when deemed necessary by the City PM.
- Authorization to proceed with the next phase of work may be issued in writing by the City PM to the Awarded Consultant PM and may be withheld for one or more disciplines depending on their progress and the acceptance of their work (at the City's discretion).

3.3.5 Awarded Consultant Team Responsibilities: It is the responsibility of the Awarded Consultant PM to provide the management, organization, resources and talent to achieve the design, budget, coordination, and scheduling goals of this Project. Those responsibilities include, but are not limited to:

- Research and due diligence
- Understanding site conditions



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

- Understanding regulatory environment
- Direction of the work of design team's personnel and sub-consultants
- Coordination with City as necessary to garner input and direction
- Use of best professional judgment
- Coordination with City's consultants outside of these services for mitigation bank support, surveys, project management or construction management
- Coordination with project stakeholders including non-profit group, Parks and Recreation Commission, and other City Departments
- Commissioning and project close-out with transfer of maintenance and inspections requirements

3.3.6 Document Standards: All documents shall be prepared according to the City of Long Beach Public Works Design Standards and on AutoCAD 2013. Any recommendations to the City on changes to the standards must be made to the City PM in writing within two weeks of the execution of the agreement and approval by the City.

3.3.7 Code Compliance: The design team shall verify code compliance of the design of all features with all applicable rules, regulations, codes, orders and/or laws applicable to and/or affecting the Project in any way including, without limitation to local, County, State, Federal or other review entities.

3.3.8 Design Team Recommendations: The design team shall make recommendations to the City PM regarding any investigations, surveys, tests analyses and reports that are deemed necessary and required by the team and its sub-consultants to properly perform the Services and meet the design objectives required by this RFP. Such recommendations shall be made in writing and in a timely manner to allow implementation without causing delay to the Project.

3.3.9 Drawings Submittals to City: Drawings submittals from the design team shall be sent to the City PM electronically (PDF format), full size hard copy, and with CAD plot file via the most time appropriate delivery service as applicable. The date of transmission will be the triggering date for the time of a response. Drawing submittals will be reviewed by the City's PM and the appropriate City Departments.

All sketches, drawings, models, illustrations, specifications, and similar type items, developed by the Consultant and/or its sub-consultants during the course of the Project, including originals, become the property of City, and shall be delivered to City upon completion of services.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

3.3.10 Value Engineering: Value Engineering will be an integral part of the program verification and validation process prior to preparing detailed construction documents to ensure the financial feasibility of this project. Value engineering shall also be performed during the design process and shall be accomplished in conjunction with estimating during the preparation of design documents. The Engineering design team shall consider relevant alternatives within the project design to optimize and balance constructability, financial feasibility, maintenance needs, and advise the City during all phases on to make a value determination on best and most economical methods, systems, equipment, to be used in the Project.

3.3.11 Cost Estimates: The Awarded Consultant shall submit an opinion of probable construction costs with each Phase and with each design submittal package.

3.3.12 Schedule: The Awarded Consultant shall submit an opinion of probable Contract Time (construction) in the requisite level of detail with an appropriate contingency for the level of design with each design submittal (milestone dates).

3.3.13 Contract Progress Monitoring, Reporting & Billings: The Awarded Consultant PM shall submit a monthly invoice along with an updated design schedule, current billings, work performed during billing period, current contract balance and project budget balance trend. Any issues that may impact the budget shall be identified in each invoice submittal.

3.4 DETAILED SCOPE OF SERVICES

The design team shall prepare deliverables that meet the intent of this RFP, and achieve the open earthen channel connection between the lagoon and Marine Stadium and other improvements as outlined in the Phase 2 (2A) Alternatives Analysis Report and Prospectus which serves as the guiding document for this work. The Awarded Consultant shall be aware that the mitigation bank instrument and assigned credit values will ultimately determine the financial feasibility (market value of credits to overall construction project costs) and final design of this project.

The following services and design elements shall be required of the design team.

3.4.1 PHASE I – PROGRAM & CONCEPT VALIDATION, VALUE ENGINEERING ANALYSIS, PREDESIGN STUDIES, BASIS OF DESIGN, INITIAL PERMITTING AND APPROVED CONCEPT DESIGN

3.4.1.1 Review of Existing Documents

Consultant team shall perform its due diligence and review all available documents including, but not limited to, the Planning



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Commission and City Council Approvals, 2008 Certified EIR, Addendum to the EIR (2010), the Alternatives Analysis Report Phase 2, Feasibility Study, and Colorado Lagoon Mitigation Bank Prospectus (2013), Mitigation Bank Agreement (if approved at any course during the execution of these services), applicable construction codes, Access Board standards, FEMA guidelines and requirements and permit condition terms. These documents have shaped the existing conceptual designs and Mitigation Bank proposal.

3.4.1.2 Program Verification and Concept Validation

After reviewing and analyzing the existing documents, the design team shall validate, update or modify the Alternative 4a program. The required program verification includes determining construction and financial feasibility, verifying that the design will achieve the stated objectives of maximizing tidal exchange between the Marine Stadium and the Colorado Lagoon, improving water quality, ensuring the re-colonization of benthic communities, improving overall marine habitat all while preserving the recreational and vehicular uses in the area.

3.4.1.3 Value Engineering Analysis

The awarded team shall also engage in a value engineering analysis to ensure the final open channel concept is feasible; if not the Awarded Consultant shall help provide alternatives to ensure the project is constructible.

3.4.1.4 Protection of Existing Resources

The Awarded Consultant shall also make it a priority to ensure protection of the existing habitat in the lagoon to the most practical extent feasible during the construction of the open earthen channel.

3.4.1.5 Schedule

The Awarded Consultant PM will be required to coordinate with the City for the development of a design and construction schedule and for milestone dates.

3.4.1.6 Initial Permitting and Support

The City of Long Beach has submitted a Section 404 application and approval is pending. A Section 401 WQC has been obtained. Permitting support requires furnishing documents responding to



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Coastal Commission, Regional Water Board, and U.S. Army Corps of Engineer inquiries, comments and requests for additional information related to design features including but not limited to cut/fill quantities, elevations, grading, bridge infrastructure, planting palette, field improvements, soil amendments, construction methods, impacts to the environment, and community. The team shall prepare the following exhibits and information to support any regulatory agency inquiry:

- Site Plan
- Utilities Plan
- Landscape Plan
- Grading Plan
- Improvement details
- Perimeter treatment, fencing details
- Bridge foundational structure, materials, colors
- Planting palette
- Cut/fill quantities
- Disposal location
- Sediment source if necessary

The awarded consultant (engineering design team) shall ensure the designs comply with all applicable permit conditions, and provide professional opinions to requests and recommendations provided by stakeholders and resource agency staff members. The design team shall also be responsible for submitting any water quality reports, pre- and post- construction notices, and provide services to achieve permit and environmental conditions.

3.4.1.7 Awarded Consultant Deliverables (Basis of Design Report)

The Awarded Consultant PM shall participate in design reviews with the City and its assigned PM to finalize a design concept. Prior to the preparation of the basis of design report, the Awarded Consultant shall also conduct a design review with City staff and stakeholders presenting the final design concept. The estimated



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

project budget and estimated construction cost and construction time shall be provided at the time of submittal.

Based on an approved Concept Design document (refined Alternative 4a) prepared by the Awarded Consultant, the City will provide authorization, at its discretion, to proceed with the basis of design deliverables, including:

- Predesign and Technical Studies (Provide and/or update existing information as necessary to ultimately provide final design documents and ensure the lagoon's functional performance)
 - Geotechnical investigations / report with recommendations for removal of site soils, and soils preparation for bridge foundation with recommendation for dealing with potential liquefaction and settlement
 - Sediment characterization
 - Identification of disposal locations
 - Hydrology and hydrodynamics report (if necessary)
 - Biological resource studies (if necessary)
 - Coastal Hazards Analysis including elevations in relation to existing tides and projected sea level rise
 - Acoustics/noise studies
 - Controls survey
- The design team must conduct its due diligence to uncover any underground utilities, existing easements, and also research what appropriate permits are needed to implement the project including those required by the City, special districts, or from the County of Los Angeles including Flood Control, LA County Public Works, etc.
- Verify the project's code requirements
- Open channel site plan, landscaping plan with plant palette (with photo board and report), and sports field arrangements



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

- Bridge sections & elevations; narrative of proposed structural systems for bridges; proposed lighting systems on bridge including lighting fixtures
- Narrative of demolition plan and alternatives
- Identification of disposal locations for debris and unsuitable sediment material
- Design for site and streetscape
- Utility relocation plans; coordination with Long Beach Gas & Oil, Southern California Edison, Long Beach Water Department, telecommunication providers, oil franchises, the County and any other known entity with utilities or easements in the vicinity
- Traffic engineering including vehicular and pedestrian circulation plans
- Proposed signage location plans and material
- Opinion of probable cost and construction time
- Site plan showing all building footprints (restrooms and nearby structures), landscaping features, right-of-ways, and curbs
- Site amenities plan (could be combined with landscape plan)
- Preliminary grading plan of open earthen channel, bridges, and sports fields
- Preliminary drainage plan
- Advise of subsurface issues to be address in the design and construction of below grade foundations
- Basis of design report based on the geotechnical and soils reports to establish structural design criteria
- Outline specifications

3.4.1.8 Final Open Channel Concept (Concept)

Phase I shall result in a community- and resource-agency accepted open channel concept for which the detailed designs are to be predicated upon. The final concepts shall meet the ecological, and



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

recreational objectives outlined in this RFP, while ensuring the project is financially feasible.

3.4.2 PHASE II – PRELIMINARY DESIGN & CONSTRUCTION BID DOCUMENTS

Based on the approved concepts, the Awarded Consultant PM shall manage and oversee all engineering disciplines and specialty sub-consultants for the preparation of Construction Bid Documents by advancing all deliverables required to obtain prime contractors' construction bids, building and regulatory permits, and for use in constructing the Project.

3.4.2.1 Preliminary Design (30%)

Based on the accepted concept, basis of design and the PM's written approval to proceed, the Consultant shall prepare design documents consisting of drawings and specifications which correct and/or refine concerns addressed on the basis of design drawings and documents.

The following deliverables are anticipated with the 30% submittal:

- Updated demolition plans and infrastructure/materials removals specifications
- Grading plans, and grading cross-sheets
- Overall site plan showing open channel alignment, bioswales, sports fields, bridges, landscaping features, pedestrian walkways, right-of-ways, lighting locations, re-located restroom buildings, and existing buildings.
- Final signage and informational kiosks
- Final landscape palette; detailed landscape (soft and hard) plans at appropriate scale
- Updated service and emergency vehicle access plan
- Elevations, sections showing bridge dimensions
- Foundation plans
- Preliminary structural design calculations



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

- Typical detail sheets
- Update and expand outline specifications
- Utility plans and relocation strategy
- Refine selection of lighting fixtures
- Plans and elevations showing the location of lighting fixtures (if any)
- Refine selection of lighting fixtures, including elevations at appropriate scales
- Verify grading plans showing finish grades at all vehicular streets and walkways
- Design deliverables related to street improvements
- Confirm drainage plans including storm drain profiles
- Irrigation plans for Marina Vista Park showing points of connection
- National Pollutant Discharge Elimination System (NPDES) Permit Compliance – Standard Urban Stormwater Mitigation Plan (SUSMP), Best Management Practices (BMPs) for erosion and sediment control plan
- Upgrade and improvements to Marina Vista Park
 - Improvements include leveling, grading, soil amendment and field striping.
- Construction cost estimates

3.4.2.2 **Construction Drawings at 60% 90% and 100%**

The selected consultants shall provide construction bid documents including plans, specifications and cost estimates at 60%, 90%, and 100% design stages.

During the design phase, the Awarded Consultant shall participate in technical review of the design development documents prior to acceptance by the City at the 60%, 90% and 100% milestone phases.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Construction Bid Documents shall include, but are not limited to, Building Division submittals, demolition plans and specifications, and construction plans and specifications.

The selected consultant shall process the construction bid documents through approving agencies and incorporate all revisions and corrections necessary to obtain the required approvals from the agencies having jurisdiction. The selected consultant (Awarded Consultant PM) and key staff shall participate in technical reviews of the Construction Bid Documents with City staff and City plan checkers at milestone stages (60%, 90% and 100%). The selected consultant shall incorporate the City's 100% review comments and submit the Final construction bid documents to the City's Project Manager for the public bidding process.

Final plans shall always be stamped and signed by Licensed Engineers (in State of California) in their respective discipline prior to submittal for Plan Check.

3.4.3 PHASE III – CONSTRUCTION SUPPORT SERVICES

3.4.3.1 Support services during construction

The Construction Phase shall commence with the advertising of bid documents for the award of the contract based on the Construction Documents, followed by execution of contract between the City and prime contractor for the Project ("Contract for Construction").

The engineer of record shall also provide Construction Support Services of the Contracts for Construction. Construction Support Services shall include, but will not be limited to, the following:

- Represent, advise and consult with the City Project Manager and Construction Manager (CM) during the administration of the Contract for Construction.
- At all times, the engineer of record and all of its sub-consultants shall promptly and expeditiously render interpretations of the Construction Documents, and review and provide timely responses to RFI's, submittals, shop drawings, substitution requests, and other contract submittals.
- Assist with the review of Change Orders and Contract Schedules and provide input to the assigned City PM and City CM.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

- Assist the City during the contract bidding phase, answer Contractors' questions and prepare addenda to clarify the Contract Documents.
- Periodically visit the site during the construction phase to become familiar with the progress, acceptability, and quality of the work and to determine if the work is proceeding in accordance with the Construction Documents.
- Attend weekly project meetings on-site.
- Independently inform City of the progress, acceptability, and quality of the work completed and guard the City against defects and deficiencies in the work, and determine, in general, if the work, as it progresses, is in conformance with the Construction Documents.
- Prepare Site Observation Reports within three (3) business days subsequent to a site visit or sooner if such information to be transmitted is of substantial and immediate importance.
- The consultant team's engineer of record shall issue reports to the City PM, City CM and prime contractor (with copies to the City) any known deficiencies, errors, and non-adherence to schedules and opinions on disagreements with pricing, requests for additional time on change orders as requested by the City.
- Conduct observations throughout construction of the Project to determine the date or dates of Substantial Completion and the date of final completion. The engineer will provide in writing to PM its observations.
- Report to the City PM and CM known deviations from the Contract Documents and from the most recent construction schedule submitted by the general contractor.
- When requested by the City's PM, the engineer of record shall render written responses and opinions on all claims, addenda, proposals, disputes and all other matters in question between the City, prime contractor, and/or vendors in order to maintain the Project schedule to assist the City PM and CM in its pursuit of successful negotiation and completion of the Project.
- Assist prime contractor, City PM, and or City CM in the assembling, reviewing and submitting to City of indexed binders



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

(number of copies as required by City) containing originals of all manuals, brochures, and drawings and warranties needed for operation and maintenance of all systems installed.

3.4.4 PHASE IV

The awarded consultant shall perform Mitigation Bank Monitoring for four years after the conclusion of construction activities pursuant to the monitoring plan/requirements set forth in the Mitigation Bank Enabling Instrument. The Awarded Consultant shall monitor and report on the restored site pursuant to the Plan adopted and approved by the Resources Agencies and developed by the mitigation banking consultant.

Monitoring activities include, but would not be limited to, the following:

- Annual post-construction biological monitoring for plants, fish, birds, invertebrates, algae, and eelgrass
- Annual post-construction monitoring of physical parameters such as water quality, water temperature, site elevations, tidal range, sediment grain size
- Annual mitigation bank reporting to the Resources Agencies and the U.S. Army Corps of Engineers

Exhibit B

Rates or Charges



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

EXHIBIT A

SCHEDULE OF FIXED HOURLY RATES

Please include this form with the schedule of hourly rates.

A handwritten signature in black ink, appearing to read "Steve Cappellino".

_____ Signature	_____ Partner Title in Company	_____ 10/29/2015 Date
_____ Steve Cappellino Print Name	_____ Anchor QEA, LLC Company Name	_____

TEAM HOURLY RATE SHEETS

Rates Effective Beginning: October 1, 2015 **Ending:** September 30, 2016

These rates meet the City's audited methods for establishing rates. Annual escalation of 3% from base year to end of contract.

Anchor QEA, LLC

Labor Category/Grade	Hourly Rate
Principal Level 2	\$255
Principal Level 1	\$230
Senior Manager	\$203
Manager	\$189
Senior Staff	\$168
Staff 3	\$148
Staff 2	\$133
Staff 1	\$112
Senior Designer/CAD	\$117
Designer/CAD	\$107
Technical Editor	\$105
Project Coordinator	\$94
Field Technician	\$94
Expense Billing Rates	
	Rate
Computer modeling (per hour)	\$10
Graphic plots (varies with plot size)	\$3-6/sf
Mileage (per mile)	Current federal standard

AECOM

Labor Category/Grade	Hourly Rate
Principal	\$265
Senior Manager	\$200
Manager	\$180
Senior Staff	\$125
Staff 3	\$110
Staff 2	\$95
Staff 1	\$80
Senior Designer/CAD	\$100
Designer/CAD	\$80
Project Coordinator	\$80
Field Technician	\$65



Tidal Influence, LLC

Labor Category/Grade	Hourly Rate
Principal Coastal Ecologist	\$125
Senior Environmental Scientist	\$75
Community Outreach Specialist	\$75
Senior Designer/CAD	\$100

AHBE Landscape Architects

Labor Category/Grade	Hourly Rate
Design Principal	\$250
Principal	\$175
Senior Project Manager/Senior Project Designer	\$130
Project Manager/Project Designer	\$110
Landscape Designer	\$90
Administrative	\$60

Everest International Consultants, Inc.

Labor Category/Grade	Hourly Rate
Principal Engineer	\$190
Senior Engineer/Scientist III	\$166
Senior Engineer/Scientist II	\$152
Senior Engineer/Scientist I	\$130
Engineer	\$120
Assistant Engineer	\$105
Staff Engineer	\$90
Technician/CAD Operator	\$79
Intern	\$39

Coastal Resources Management, Inc.

Labor Category/Grade	Hourly Rate
Principal	\$150

Earth Mechanics, Inc.

Labor Category/Grade	Hourly Rate
Principal	\$207.03
Principal Engineer/Geologist	\$164.80
Senior Engineer/Geologist	\$138.02
Project Engineer/Geologist	\$111.24
Staff Engineer/Geologist	\$86.52
Senior Technician	\$110.21
Technician	\$74.16
Project Administrator	\$79.31
Clerical	\$58.71

P2S Engineering, Inc.

Labor Category/Grade	Hourly Rate
Principal Engineer	\$234
Engineer Grade 05	\$222
Engineer Grade 04	\$216
Engineer Grade 03	\$185
Engineer Grade 02	\$171
Engineer Grade 01	\$151
Design Engineer Grade 05	\$185
Design Engineer Grade 04	\$171
Design Engineer Grade 03	\$151
Design Engineer Grade 02	\$134
Design Engineer Grade 01	\$118
Designer Grade 04	\$127
Designer Grade 03	\$118
Designer Grade 02	\$110
Designer Grade 01	\$104
CAD/BIM Designer Grade 04	\$105
CAD/BIM Designer Grade 03	\$96
CAD/BIM Designer Grade 02	\$84
CAD/BIM Designer Grade 01	\$78
Project Assistant	\$78

O'Connor Construction Management, Inc.

Labor Category/Grade	Hourly Rate
Senior Cost Estimator	\$165

Bill Carr Surveys, Inc.

Labor Category/Grade	Hourly Rate
1-Man GPS	\$ 185
1-Man Crew	\$ 185
2-Man Crew	\$ 220
3-Man Crew	\$ 330
CAD Support	\$ 110

Exhibit C

City's Representative:

Eric Lopez,

Project Management Officer

(562)570-5690

Exhibit D

Materials/Information Furnished:
None