

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, Joan Greenwood. City shall have the right to approve any person
12 proposed 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.

22 ///

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24 ///

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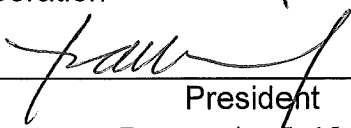
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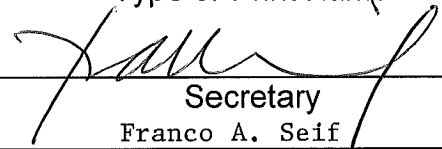
1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

3 CSC TARGHEE, INC., a California
4 corporation

5 February 21, 2012

By 
6 President
7 Franco A. Seif
8 Type or Print Name

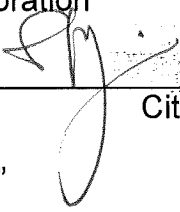
9 February 21, 2012

By 
10 Secretary
11 Franco A. Seif
12 Type or Print Name

13 "Consultant"

14 CITY OF LONG BEACH, a municipal
15 corporation

16 4.26, 2012

By 
17 Assistant City Manager
18 City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

19 "City"

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

21 ROBERT E. SHANNON, City Attorney

22 By 
23 Deputy

24 OFFICE OF THE CITY ATTORNEY
25 ROBERT E. SHANNON, City Attorney
26 333 West Ocean Boulevard, 11th Floor
27 Long Beach, CA 90802-4664
28

EXHIBIT “A”

Scope of Work

1.0 STATEMENT OF UNDERSTANDING

1.1 Introduction

CSC Targhee proposes to provide the City of Long Beach ("City"), through the Department of Development Services, professional services in accordance with the California Environmental Quality Act ("CEQA") and the National Environmental Quality Act ("NEPA"). The required services will pertain to the preparation of Environmental Impact Reports, Mitigated Negative Declarations, Environmental Assessments, peer reviews and various other environmental assignments and responsibilities.

Three emerging environmental consulting fields that the CSC Targhee Consultant Team is uniquely qualified to provide are: Sustainable Brownfields Redevelopment, Health Impact Assessments ("HIA") in support of land use policy and decisions for projects with major impacts on local communities and verification of green house gas emission inventories. In addition, CSC Targhee has extensive experience providing interdisciplinary scientific analysis of environmental impacts due to the presence of hazardous materials including air toxics and explosion hazards associated with pipelines and above-ground storage tanks under NEPA.

As a result of this solicitation, the selected firms will be placed on an on-call list and will enter into three-year contracts with the City that will encompass the 2012-2014 calendar years. CSC Targhee is committed to following procedures as required by the City and its Municipal Code and by California and federal law, as applicable, for the development and preparation of environmental documents.

1.2 Scope of Services Proposed (NAICS 541620 and 562910)

CSC Targhee's consulting practice encompasses the full range of professional and field services included under NAICS Codes 541620 (Environmental Consulting) and 562910 (Remediation).

As directed by the City, CSC Targhee will coordinate and participate in the public review process with the Department of Development Services including, but not limited to, public outreach and community meetings with business and neighborhood groups and community stakeholders, study sessions and public hearings before the Planning Commission and City Council.

For over 24 years, staff at CSC Targhee has specialized in providing professional services requiring strong qualifications and experience performing environmental impact assessments. Legal-, private- and public-sector clients benefit greatly from the responsiveness of Targhee staff and the breadth of professional services offered by its highly qualified team of environmental scientists and project managers:

- Environmental Compliance Management Services
- Phase I and Phase II Environmental Site Assessments (Commercial Real Estate Transactions)
- Project-Specific CEQA and NEPA Assistance
- Sustainable Brownfields Redevelopment (Green Building Policies and Technologies)

- Special Studies in Toxic Tort and Environmental Expense Recovery Litigation
- Greenhouse Gas Emissions: Regulatory Compliance and Carbon Footprint Determinations
- Construction Site Environmental Support Services (SWPPPs, SCAQMD Rules 402 and 403 Monitoring, Import/Export Soil Monitoring, Quality Testing and Reporting)
- Environmental Due Diligence (Business Acquisitions)
- Hazardous Waste Characterization
- Site Characterization, Risk Assessment, Remediation and Regulatory Closure
- Soil, Soil-Gas and Groundwater Sampling and Reporting
- Leaking Underground Storage Tank Field Assessments and Removal Oversight
- Facility Audits and Baseline Condition Reports
- Environmental Report Compilation, Technical Writing and Editing

2.0 PRIMARY CONTRACTOR INFORMATION

2.1 *Company Ownership*

CSC Targhee, Inc. is a privately-held California Corporation (#C3024200). In 2007, Targhee, Inc. became CSC Targhee, Inc. ("CSC Targhee") to reflect a change in ownership and expanded environmental consulting capabilities. The predecessor corporation was Targhee, Inc. (#C1398466), which is also a privately-held California Corporation, formed in 1987.

2.2 *Location of Company Offices*

CSC Targhee has one office, but has an affiliation with Clark Seif Clark, Inc. ("CSC"), which has offices in Chatsworth, Irvine and San Diego. Some members of the proposed project team may work from home offices or CSC locations.

2.3 *Office Servicing California Accounts*

CSC Targhee
110 Pine Avenue, Suite 925
Long Beach, CA 90802

Telephone: 562/435-8080
Facsimile: 562/590-8795
E-Mail: info@targheeinc.com
Website: www.targheeinc.com

2.4 *Number of Employees*

- CSC Targhee: 8 plus 4 sole practitioners engaged as part-time project staff.
- CSC: 29 (Chatsworth, Irvine, San Diego, Pleasanton, Phoenix)

2.5 Location from Which Employees Will Be Assigned

The project office is located in downtown Long Beach at 110 Pine Avenue, Suite 925.

2.6 Point of Contact

Joan V. Greenwood, Contract/Project Manager
110 Pine Avenue, Suite 925
Long Beach, California 90802-4455

Telephone: 562/435-8080
Facsimile: 562/590-8795
E-Mail: jvg@targheeinc.com

2.7 Company Background and Qualifications

CSC Targhee is incorporated in the State of California and is privately held. The firm's project office has been located at 110 Pine Avenue, Suite 925, a block away from City Hall since 1987. Four members of the staff are Long Beach residents. CSC Targhee is certified as a Micro Small Business Enterprise ("SBE") by the California Department of General Services and the Port of Long Beach.

In 2007, CSC Targhee became affiliated through common ownership with Clark Seif Clark, Inc., a Los Angeles County firm specializing in hazardous materials surveys, indoor air quality and industrial hygiene. The CSC Targhee/CSC Project Team collaborates on many projects for a diverse range of public agencies such as the California Department of General Services, California Administrative Office of Courts, Los Angeles Unified School District and the City Paramount.

In addition, CSC Targhee is a company with a wide professional network and has a reputation for seeking out the best-qualified project partners in any given geographic area. All of CSC Targhee and CSC resources are at the City's disposal, not just those in the office directly tasked with servicing the City of Long Beach.

2.8 Length of Time CSC Targhee has been Providing Services Described in RFP

CSC Targhee has been offering CEQA/NEPA services to the City since 2006. Members of the proposed project team have more than 15 years experience in this area.

2.9 Senior Staff

The key members of the senior staff who will be assigned to this contract are: David L. Bauer, Joan Greenwood, Arthur Dennis Crable, Paul Gonzales, Teresa Gonzales and Todd Brody. (See Table 1 on Page 8 for a description of their project role and a summary of their professional qualifications Curriculum Vitae for key project staff begin on page 9. Upon receipt of a task order release, CSC Targhee will select additional subconsultants for project-specific studies, e.g., traffic, cultural, historic, etc.

Table 1: Project Roles and Brief Statement of Professional Qualifications

Name	Project Role	Professional Qualifications
David L. Bauer CV begins on Page 8.	Senior Environmental Compliance Consultant and Designated Expert (Rule 26)	Led successful permitting efforts for major production facilities in several states. These include a major commercial hazardous waste treatment facility and landfill, a power production facility with attendant fuel delivery system, synthetic organic and inorganic production plants and on-site industrial waste management and disposal facilities.
Joan Greenwood CV begins on Page 10.	Contract/Project Manager <ul style="list-style-type: none"> • Preparation of Initial Studies • CEQA MNDs • NEPA Environmental Assessments • Sustainable Brownfields Redevelopment • Health Impact Assessments • Health Risk Assessments 	Since 2006, Ms. Greenwood has provided NEPA compliance services to the City of Long Beach for HUD- and NPS-funded projects. She has over 20 years experience managing multi-phase, interdisciplinary contracts. Ms. Greenwood was the Contract/Project Manager for the Strategic Brownfields Partnership Contract in Los Angeles County for the California Pollution Control Financing Authority in 2008-2009. She also served as the Contract Manager for the I-710 Brownfields Pilot Study for the Gateway Cities Council of Governments in 2002-2003. She also served as the Senior Project Manager for the development of the <i>Long Beach RiverLink Program (2002-2003)</i> .
Arthur Dennis Crable CV begins on Page 13.	Project Director/Quality Assurance Manager Senior Project Manager <ul style="list-style-type: none"> • Preparation of Initial Studies • CEQA EIRs • NEPA EISs • Combined EIR/EIS 	Mr. Crable has over 15 years of experience in the management, preparation, and technical review of CEQA documentation and related technical reports. Representative documents include Environmental impact reports, Environmental Impact Statements, Environmental Assessments, Initial Studies, Mitigated Negative Declarations, Categorical Exemptions, and Addendums.
Paul Gonzales CV begins on Page 18.	Senior Environmental Planner <ul style="list-style-type: none"> • Preparation of Initial Studies • CEQA EIRs • NEPA EISs • Combined EIR/EIS 	Mr. Gonzales has over 30 years of experience providing environmental documents in compliance with CEQA/NEPA and serving as the primary negotiator on permitting and mitigation issues for biological resources.
Teresa Gonzales CV begins on Page 20.	Senior Biologist	Ms. Gonzales has over 30 years of experience conducting biological resource surveys in Southern California.
Todd Brody CV begins on Page 24.	Senior Environmental Scientist – Air Quality and Noise Studies Project Manager <ul style="list-style-type: none"> • Preparation of Initial Studies • CEQA EIRs • NEPA EISs • Combined EIR/EIS 	Mr. Brody has over 30 years of experience in the preparation of specialized technical analyses for air emissions, noise and traffic analyses.

EXHIBIT “B”

Rates or Charges

5.0 FEE SCHEDULE

CSC Targhee has selected a team of highly-qualified subconsultants.

5.1 Pricing Proposal

As each task order is released, CSC Targhee will select the final project team and provide cost estimates based on a time and materials up to a firm, fixed price based on the actual scope of work provided by the City.

Table 2: Proposed Fee Schedule

Name, Labor Classification	Year 1: 2012	Year 2: 2013	Year 3: 2014
F. Seif, Project Principal	\$195	\$200	\$207
D. Crable, Project Director ¹	\$150	\$155	\$160
P. Gonzales, Senior Environmental Planner/Senior Project Manager ¹	\$145	\$150	\$155
T. Brody, Senior Scientist/Project Manager ¹	\$140	\$144	\$148
T. Gonzales, Senior Biologist ¹	\$135	\$140	\$144
J. Greenwood, Contract/Project Manager	\$110	\$115	\$120
Environmental Planner	\$105	\$108	\$112
Project Administrator/Graphics Specialist	\$85	\$88	\$90
Project Coordinator/Administrative Assistant	\$75	\$77	\$80
Clerical Staff	\$65	\$67	\$69

¹ For the purpose of this contract, these individuals will be engaged as temporary professionals with CSC Targhee bearing all administrative costs and payment of other direct costs associated with their work.

5.2 Major Projects and Out-Sourced Services

Upon receipt of a task order release requiring Out-Sourced Services, CSC Targhee will prepare a **MILESTONE COST PROPOSAL** based on a draft work plan. For each milestone, Ms. Greenwood will complete a separate cost proposal detailing each work activity.

Across the top of the sheet, will be listed the name, if applicable, classification and applicable hourly rate of the key project team members, support staff and Tier 1 subconsultants working under the milestone and costs proposed by Tier 2 subconsultants, if any, working under the milestone.

For each activity, CSC Targhee will indicate the total number of hours and dollars to be used by all project staff and subconsultants.

For each milestone, CSC Targhee will also indicate the other direct costs, with the estimated dollar amount, to be used.

For each milestone, CSC Targhee will indicate the total labor costs, the total other direct costs and finally the grand total for the milestone.

EXHIBIT “C”

City’s Representative:

Jill Griffiths

EXHIBIT “D”

Materials/Information Furnished: None