



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, Stephanie Eyestone-Jones. City shall have the right to approve any  
12 person 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

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

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    ///

23    ///

24    ///

25    ///

26    ///

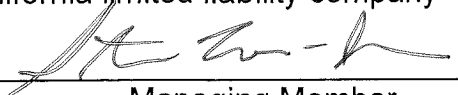
27    ///

28    ///

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

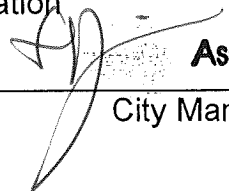
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

MATRIX ENVIRONMENTAL, LLC, a California limited liability company  
By   
Managing Member  
Stephen Eyestone-Jones  
Type or Print Name

February 22, 2012

"Consultant"

CITY OF LONG BEACH, a municipal corporation

By  **Assistant City Manager**  
City Manager

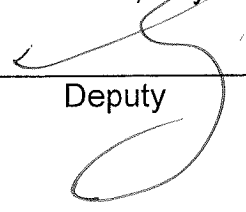
4.26, 2012

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

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

ROBERT E. SHANNON, City Attorney

By   
Deputy

# EXHIBIT “A”

## Scope of Work



# **Primary Contractor Information**

---

## **COMPANY OWNERSHIP**

Matrix Environmental, a Limited Liability Company, is a specialized environmental consulting firm led by Stephanie Eyestone-Jones and Bruce Lackow, recognized leaders in the environmental consulting field who together have over 45 years of environmental consulting experience in preparing legally sound California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation for many of the most high-profile projects in Southern California. Matrix Environmental was formally organized under the State of California on December 17, 2008.

## **LOCATION OF COMPANY OFFICES/OFFICE SERVING ACCOUNT**

Matrix Environmental has two offices, both of which are located in California. Our specific office locations are as follows:

Main Office  
6701 Center Drive West, Suite 900  
Los Angeles, California 90045-1548  
Telephone: (424) 207-5333  
Fax: (424) 207-5349

Satellite Office  
225 Bush Street, Suite 1600  
San Francisco, CA 94104-4213  
Telephone: (415) 439-8380  
Fax: (415) 439-8304

Our main office in Los Angeles will be responsible for serving the City of Long Beach.

## **MATRIX EMPLOYEES/EMPLOYEE ASSIGNMENT LOCATIONS**

As shown in Table 1 below, Matrix Environmental is comprised of 17 highly trained employees. Primary staff will be assigned from our main office in Los Angeles.

---

**Table 1**  
**Matrix Environmental Staff**

---

Stephanie Eyestone-Jones	President
Bruce Lackow	President
Mark Hagmann	Director of Air Quality
Heidi Mekkelson	Principal Planner
Ashley Rogers	Principal Planner
Randy Nichols	Principal Planner
Deborah Cluff	Senior Planner
Laura Rodriguez	Planner
Victor Ortiz	Planner/Air Quality Specialist
Jessica Viramontes	Planner
Zachary Andrews	Associate Planner
Ashley Wright	Assistant Planner
Tina Martella	Office Manager
Karen Cramer	Accounting Manager
Michelle Holmes	Publications Manager
John Osako	Publications Supervisor
Jeremy Buck	Graphics Specialist

---

## **PRIMARY POINT OF CONTACT**

The primary point of contact for any contracts will be Stephanie Eyestone-Jones. Stephanie's contact information is as follows

6701 Center Drive West, Suite 900  
Los Angeles, California 90045  
Main Number: (424) 207-5333  
Direct Line: (424) 207-5330  
Fax: (424) 207-5349

## **COMPANY BACKGROUND AND OVERVIEW**

Matrix Environmental was formed with the specific intent of providing a service-oriented environmental firm, with projects led by experienced senior managers who have the unsurpassed ability to efficiently create strategic and solution-oriented environmental

---

documents. With a focus on environmental documentation required under CEQA, Matrix Environmental also offers the following services: environmental constraints analyses; land use/zoning analyses; strategic assistance; project benefit analyses; mitigation monitoring and reporting programs; peer review services, expert witness testimony; and entitlement processing. Our staff of 12 highly experienced planners and air quality specialists has extensive experience with each of the issues addressed under CEQA and NEPA, as well as with a wide range of project types. The combined reputation and project history of Matrix Environmental's skilled staff, in addition to the firm's strong relationships with businesses specializing in transportation, biological services, cultural resource management, and other technical fields, render Matrix Environmental a leader in the environmental consulting field.

### *Corporate Philosophy*

Matrix Environmental's mission is to provide project management as well as technical and strategic leadership of the highest quality. We strive to create comprehensive, technically sound, and legally defensible work products that are delivered on schedule, at a reasonable price, and with a high level of client satisfaction and support. Our staff's long-term relationships and repeat business with numerous high-profile clients reflects the extraordinary degree of confidence that the development community has in our management capabilities and work products.

### *Qualifications and Services*

Matrix Environmental's in-house capabilities focus on environmental documentation, as required by CEQA and NEPA with a meticulous attention to legal and technical details and procedural requirements. We are experienced with the full range of documents that are prepared under CEQA and NEPA including Environmental Impact Reports (EIR), Environmental Impact Statements (EIS), Negative Declarations (ND), Mitigated Negative Declarations (MND), Addenda, and Environmental Assessments (EA). In addition, we are intimately experienced with all issues addressed under CEQA and NEPA, including but not limited to aesthetics, views, light and glare, shade/shadow, and related urban design and "walkability" issues; air quality, including greenhouse gas (GHG) analysis, related sustainability issues, and Leadership in Energy and Environmental Design (LEED) criteria and certification; biological resources; historic, archaeological, and paleontological resources; geology/soils and geotechnical issues; hazards and hazardous materials; hydrology and water quality; land use and planning; noise; population, housing, including affordable housing and relocation issues, and employment; public services including police protection, fire protection, schools, libraries, and parks and recreational facilities; traffic, transportation, and parking; water supply and infrastructure, including coordination of Water Supply Assessments (WSAs); other utilities analyses including wastewater, solid waste, natural gas, and electricity analyses; environmental justice and community impacts; and alternatives.

---

Our in-house air quality services are rooted in the California and Federal Clean Air Acts, enabling us to provide legally sound air quality impact analyses under CEQA and NEPA, Health Risk Assessments (HRAs), stationary source permitting and emissions inventories, and GHG analyses. Matrix Environmental has recently been recommended by the South Coast Air Quality Management District (AQMD) staff to be AQMD's CEQA Air Quality Specialist. Further, as the regulatory environment continues to evolve, particularly in regards to GHGs, sustainability, and green building, our credentialed staff is positioned at the forefront of the analytical scene, possessing a deep comprehension of the complex factors affecting air quality and global climate change. In addition, Matrix Environmental is strengthened by its effective relationships and successful history with other consulting firms specializing in transportation, biological services, cultural resource management, geology/geotechnical services, infrastructure planning, and other highly specialized and technical fields. Finally, our experienced support staff offers industry-specific support services coupled with a clear understanding of the expectations, requirements, and time constraints associated with environmental planning, development, and documentation. Our in-house support services include graphics, computerized shade/shadow studies, electronic and printed presentation materials, photographic imaging/scanning, word processing, and document production and distribution services.

The extensive technical and support capabilities of our staff offer a high degree of efficiency in our work efforts and a superior quality in all of our work products. Matrix Environmental takes great pride in its unparalleled ability to complete projects in a timely and cost efficient manner. Our collective experience has provided us with the tools to accurately assess and anticipate the time and costs required to effectively complete environmental documentation for every project.

Matrix Environmental's approach to project management combines strong leadership, organization, varied resources, and project control systems. This approach is founded on three main principles: assigning a Project Manager as a primary point of contact who can facilitate information flow within the project team; creating clear goals and objectives for individual project assignments and expressing project requirements in a detailed work plan at the onset; and using sensible management systems to deliver high quality work products on time and within budget. Additionally, two key principles that guide operations at Matrix Environmental are those of fiscal responsibility and employee satisfaction/retention. Matrix Environmental prides itself on ethical business practices.

Matrix Environmental is also known for its ability to communicate and interface with public agency staff, project applicants, responsible and trustee agencies, various interest groups, the general public, and other stakeholders in the development process, based on years of experience and our strategic working relationships. Such interface occurs as part of the public outreach process, scoping meetings and consultation process set forth under CEQA.

Several of the projects our staff has worked on and managed have been recognized for their design, ingenuity, and environmental stewardship. Additionally, our experienced

---

staff members are considered leaders in the environmental consulting field who are regularly asked to serve on industry panels, speak at public conferences, conduct peer reviews, or provide expert witness testimony. Matrix Environmental's professional affiliations include membership with various professional planning organizations such as the American Planning Association (APA), the Association of Environmental Professionals (AEP), and the Urban Land Institute (ULI). Members of our staff have additional affiliations with groups such as the U.S. Green Building Council (USGBC) and the Center for Urban Policy Research—Rutgers University.

### *Project Experience*

Matrix Environmental's team has been directly involved in the management and preparation of CEQA and NEPA documentation for an extensive number of public and private sector projects throughout the Southern California region. Based on extensive experience among the founders and staff of Matrix Environmental, our firm has an expansive client history. The following is a partial list of recent and current clients:

- City of Long Beach
- City of Los Angeles
- City of Glendale
- City of Carson
- NBC/Universal
- Playa Capital Company
- The Walt Disney Company
- Westfield, LLC
- University of Southern California
- The J. Paul Getty Trust
- Anschutz Entertainment Group
- The Academy Motion Picture of Arts and Sciences
- The Related Companies
- Autry National Center
- Playa Capital
- World Oil
- Home Depot
- AREA Property Partners
- The Fifteen Group
- Paramount Pictures

### *Recent Project History*

Projects recently overseen by Matrix Environmental and/or our staff include the University of Southern California (USC) Development Plan, the STAPLES Center and LA Live Projects, the Los Angeles Convention and Event Center Project (Farmer's Field Football Stadium and Convention Center), multiple Westfield projects, the Grand Avenue

# EXHIBIT “B”

Rates or Charges

---

## REFERENCES

The following are recent references for Matrix Environmental:

**Project:** The USC Development Plan and Other USC Projects

**Start and End Dates:** 2007 through 2011 (Hearings underway)

**Technical Environment:** Preparation of a comprehensive EIR

**Staff Assigned that will also work for the City of Long Beach:**

Stephanie Eyestone-Jones, Mark Hagmann, Ashley Rogers,  
Heidi Mekkelson and Ashley Wright

**Client Project Manager:** Brian League, Executive Director, Real Estate Asset  
and Management

**Client Phone Number:** (213) 740-5467

**Project:** The Village at Westfield Topanga and other Westfield Projects

**Start and End Dates:** 2008 through 2011 (Hearings underway)

**Technical Environment:** Preparation of comprehensive EIR

**Staff Assigned that will also work for the City of Long Beach:**

Stephanie Eyestone-Jones, Mark Hagmann, Ashley Rogers,  
Laura Rodriguez, and Ashley Wright

**Client Project Manager:** John Alderson, Director of Development

**Client Phone Number:** (310) 689-2662

**Project:** Disney/ABC Studios at The Ranch

**Start and End Dates:** 2009 through 2011 (Draft EIR under review by County)

**Technical Environment:** Preparation of comprehensive Draft EIR

**Staff Assigned that will also work for the City of Long Beach:**

Stephanie Eyestone-Jones, Ashley Rogers, and Jessica Viramontes

**Client Project Manager:** Dan McBrearty

**Client Phone Number:** (818) 544-2546

## BUSINESS LICENSE

In the event that Matrix Environmental opens an office in the City of Long Beach, a business license will be obtained from the City of Long Beach.

## COST

### *Standard Fee Schedule*

The fees for preparation of environmental documentation as required by CEQA and NEPA will be based on the scope of the Project and the type of CEQA/NEPA documentation required (e.g., ND, MND, EIR, EIS, or Addenda to an EIR or EIS). In

addition, fees will be determined based on the environmental issues potentially affected by a given project. Fees will also be determined based on the level of public input expected by a given project as public comments will be responded to as part of the environmental review process. A range of fees for preparation of a MND and EIR, two very common types of environmental documentation, are provided below. Please note that fees in Tables 2 and 3 are merely examples.

<b>Table 2 Example Range of Fees for MND</b>	
<b>Task Description</b>	<b>Fees</b>
Prepare Project Description	\$1,800–\$3,000
Prepare First Draft Initial Study/MND and Supporting Documentation	\$20,000–35,000
Revise Initial Study/MND Based on City Comments	\$2,000–\$4,000
Respond to Comments/Prepare Mitigation Monitoring and Reporting Program	\$2,000–\$8,000
Management Coordination	\$1,000–\$4,000
<b>Subtotal Matrix Labor</b>	<b>\$26,800–\$54,000</b>
<b>Subtotal Direct Expenses</b>	<b>\$500–\$2,000</b>
<b>TOTAL COST ESTIMATE</b>	<b>\$27,300–\$56,000</b>

<b>Table 3 Example Range of Fees for Completion of a Project EIR</b>	
<b>Task Description</b>	<b>Fees</b>
Data Collection/Preparation of Project Description	\$4,000–\$9,000
Preparation of Initial Study/Preparation of NOP	\$12,000–\$16,000
Preparation of Screencheck Draft EIR	\$60,000–\$140,000
City Revisions/Prepare and Distribute Draft EIR for Public Review	\$15,000–\$30,000
Prepare Screencheck Final EIR	\$10,000–\$40,000
City Revisions/Prepare and Distribute Final EIR	\$3,000–\$12,000
Meetings and Management/Coordination	\$5,000–\$18,000
<b>Subtotal Matrix Labor</b>	<b>\$109,000–\$265,000</b>
<b>Subtotal Direct Expenses</b>	<b>\$8,000–\$18,000</b>
<b>TOTAL COST ESTIMATE</b>	<b>\$117,000–\$283,000</b>



---

Table 4, provided below, provides the billing rates for Matrix Environmental as of 2011.

<b>Table 4 Matrix Environmental 2011 Billing Rates</b>	
President	\$210.00
Director of Air Quality	\$170.00
Principal Planner	\$155.00
Senior Planner	\$125.00
Planner	\$115.00
Associate Planner	\$100.00
Assistant Planner	\$90.00
Graphics/GIS Specialist	\$90.00
Publications Specialist	\$80.00
Intern/Research Assistant	\$55.00

## **OTHER CITY REQUIREMENTS**

Included in the RFP are several City certifications and requirements. These certifications and requirements are provided in Attachments A through H of this proposal. In particular, Matrix Environmental has been certified as an SBE with the City of Long Beach and will meet any necessary VSBE requirements once a specific project is identified.

Attachment A—Certification of Compliance With Terms and Conditions of RFP

Attachment B—Statement of Non-Collusion

Attachment C—W-9 Form

Attachment D—Debarment Certification Form

Attachment E—Equal Benefits Ordinance Compliance

Attachment F—Matrix Environmental Small Business Enterprise Program Certification and COLB Form SBE-2P.

Attachment G—Acknowledgement of Receipt of Addendum to RFP

Attachment H—Signed Copy of RFP

# EXHIBIT “C”

City’s Representative:

Jill Griffiths

# EXHIBIT “D”

Materials/Information Furnished: None