

1 requests such change in writing and City consents thereto.

2 1.2 Consultant may select the time and place of performance
3 hereunder provided, however, that access to City documents, records, and the like, if
4 needed by Consultant, shall be available only during City's normal business hours and
5 provided that milestones for performance, if any, are met.

6 1.3 Consultant has requested to receive regular payments. City
7 shall pay Consultant within thirty (30) days following receipt from Consultant and approval
8 by City of invoices showing the services or task performed, the time expended (if billing is
9 hourly), and the name of the Project. Consultant shall certify on the invoices that
10 Consultant has performed the services in full conformance with this Agreement and is
11 entitled to receive payment. Each invoice shall be accompanied by a progress report
12 indicating the progress to date of services performed and covered by said invoice,
13 including a brief statement of any Project problems and potential causes of delay in
14 performance, and listing those services that are projected for performance by Consultant
15 during the next invoice cycle. Where billing is done and payment is made on an hourly
16 basis, the parties acknowledge that such arrangement is either customary practice for
17 Consultant's profession, industry, or business, or is necessary to satisfy audit and legal
18 requirements which may arise due to the fact that City is a municipality.

19 1.4 Consultant represents that Consultant has obtained all
20 necessary information on conditions and circumstances that may affect performance
21 hereunder and has conducted site visits, if necessary.

22 2. TERM. The term of this Agreement shall commence at midnight on
23 June 10, 2008, and shall terminate at 11:59 p.m. on June 9, 2010, unless sooner
24 terminated as provided in this Agreement, or unless the services to be performed
25 hereunder or the Project is completed sooner. Consultant shall make its best efforts to
26 comply with the Schedule of Performance attached as Exhibit "G".

1 3. COORDINATION AND ORGANIZATION.

2 3.1 Consultant shall coordinate performance hereunder with City's
3 representative, if any, listed in Exhibit "E" attached hereto. Consultant shall advise and
4 inform City's representative of the work in progress on the Project in sufficient detail so as
5 to assist City's representative in making presentations and in holding meetings for the
6 exchange of information. City shall furnish to Consultant information or materials in its
7 possession as requested by Consultant.

8 3.2 The parties acknowledge that a substantial inducement to City
9 for entering this Agreement was and is the reputation and skill of Consultant's key
10 employee Kim Garvey. City shall have the right to approve any person proposed by
11 Consultant to replace that key employee.

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

25 5. INSURANCE. As a condition precedent to the effectiveness of this
26 Agreement, Consultant shall procure and maintain at Consultant's expense for the
27 duration of this Agreement from insurance companies that are admitted to write
28 insurance in California or from authorized non-admitted insurance companies that have

1 ratings of or equivalent to A:VIII by A.M. Best Company the following insurance:

2 5.1 Commercial general liability insurance (equivalent in scope to
3 ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One Million
4 Dollars (\$1,000,000) per each occurrence and Two Million Dollars (\$2,000,000) general
5 aggregate. Such coverage shall include but not be limited to broad form contractual
6 liability, cross liability, independent contractors liability, and products and completed
7 operations liability. The City, its officials, employees and agents shall be named as
8 additional insureds by endorsement (on City's endorsement form or on an endorsement
9 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
10 shall contain no special limitations on the scope of protection given to the City, its
11 officials, employees and agents.

12 5.2 Workers' Compensation insurance as required by the Labor
13 Code of the State of California and employer's liability insurance in an amount not less
14 than One Million Dollars (\$1,000,000).

15 5.3 Professional liability or errors and omissions insurance in an
16 amount not less than One Million Dollars (\$1,000,000) per claim.

17 5.4 Commercial automobile liability insurance (equivalent in scope
18 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less
19 than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident.

20 Any self-insurance program, self-insured retention, or deductible must be
21 separately approved in writing by City's Risk Manager or designee and shall protect City,
22 its officials, employees and agents in the same manner and to the same extent as they
23 would have been protected had the policy or policies not contained retention or
24 deductible provisions. Each insurance policy shall be endorsed to state that coverage
25 shall not be reduced, non-renewed, or canceled except after thirty (30) days prior written
26 notice to City, and shall be primary and not contributing to any other insurance or self-
27 insurance maintained by City. Consultant shall notify the City in writing within five (5)
28 days after any insurance required herein has been voided by the insurer or cancelled by

1 the insured. If this coverage is written on a "claims made" basis, it must provide for an
2 extended reporting period of not less than one year, commencing on the date this
3 Agreement expires or is terminated, unless Consultant guarantees that Consultant will
4 provide to the City evidence of uninterrupted' continuing coverage for a period of not less
5 than three (3) years, commencing on the date this Agreement expires or is terminated.

6 Consultant shall require that all contractors and subcontractors which
7 Consultant uses in the performance of services hereunder maintain insurance in
8 compliance with this Section unless otherwise agreed in writing by City's Risk Manager or
9 designee. Prior to the start of performance, Consultant shall deliver to City certificates of
10 insurance and required endorsements for approval as to sufficiency and form. In
11 addition, Consultant, shall, within thirty (30) days prior to expiration of the insurance
12 required herein, furnish to City certificates of insurance and endorsements evidencing
13 renewal of such insurance. City reserves the right to require complete certified copies of
14 all policies of Consultant and Consultant's contractors and subcontractors, at any time.
15 Consultant shall make available to City's Risk Manager or designee all books, records
16 and other information relating to the insurance coverage required herein, during normal
17 business hours.

18 Any modification or waiver of the insurance requirements herein shall only
19 be made with the approval of City's Risk Manager or designee. Not more frequently than
20 once a year, the City's Risk Manager or designee may require that Consultant,
21 Consultant's contractors and subcontractors change the amount, scope or types of
22 coverages required herein if, in his or her sole opinion, the amount, scope, or types of
23 coverages herein are not adequate. The procuring or existence of insurance shall not be
24 construed or deemed as a limitation on liability relating to Consultant's performance or as
25 full performance of or compliance with the indemnification provisions of this Agreement.

26 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
27 contemplates the personal services of Consultant and Consultant's employees, and the
28 parties acknowledge that a substantial inducement to City for entering this Agreement

1 was and is the professional reputation and competence of Consultant and Consultant's
2 employees. Consultant shall not assign its rights or delegate its duties hereunder, or any
3 interest herein, or any portion hereof, without the prior approval of City, except that
4 Consultant may with the prior approval of the City Manager of City, assign any moneys
5 due or to become due the Consultant hereunder. Any attempted assignment or
6 delegation shall be void, and any assignee or delegate shall acquire no right or interest
7 by reason of such attempted assignment or delegation. Furthermore, Consultant shall
8 not subcontract any portion of the performance required hereunder without the prior
9 approval of the City Manager or designee, nor substitute an approved subcontractor
10 without said prior approval to the substitution. Lynn Capouya, Inc., Diaz Yourman &
11 Associations, Dulin & Boynton, GeoSyntec Consultants and Kinnetic Laboratories, Inc.
12 are each hereby approved by City as a subcontractor for the Project. Nothing stated in
13 this Section 6 shall prevent Consultant from employing as many employees as
14 Consultant deems necessary for performance of this Agreement.

15 7. CONFLICT OF INTEREST. Consultant, by executing this
16 Agreement, certifies and shall obtain similar certifications from Consultant's employees
17 and approved subcontractors that, at the time Consultant executes this Agreement and
18 for its duration, Consultant does not and will not perform services for any other client
19 which would create a conflict, whether monetary or otherwise, as between the interests of
20 City hereunder and the interests of such other client.

21 8. MATERIALS. Consultant shall furnish all labor and supervision,
22 supplies, materials, tools, machinery, equipment, appliances, transportation, and services
23 necessary to or used in the performance of Consultant's obligations hereunder

24 9. OWNERSHIP OF DATA. All materials, information and data
25 prepared, developed, or assembled by Consultant or furnished to Consultant in
26 connection with this Agreement, including but not limited to documents, estimates,
27 calculations, studies, maps, graphs, charts, computer disks, computer source
28 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,

1 information, material, and memorandum ("Data") shall be the exclusive property of City.
2 Data shall be given to City, and City shall have the unrestricted right to use and disclose
3 the Data in any manner and for any purpose without payment of further compensation to
4 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
5 Data shall not be made available to any person or entity for use without the prior approval
6 of City. Said warranty shall survive termination of this Agreement for five (5) years.

7 10. TERMINATION. Either party shall have the right to terminate this
8 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
9 prior notice to the other party. In the event of termination under this Section, City shall
10 pay Consultant for services satisfactorily performed and costs incurred up to the effective
11 date of termination for which Consultant has not been previously paid. The procedures
12 for payment in Section 1.3 with regard to invoices shall apply. On the effective date of
13 termination, Consultant shall deliver to City all Data developed or accumulated in the
14 performance of this Agreement, whether in draft or final form, or in process. And,
15 Consultant acknowledges and agrees that City's obligation to make final payment is
16 conditioned on Consultant's delivery of the Data to the City.

17 11. CONFIDENTIALITY. Consultant shall keep the Data confidential
18 and shall not disclose the Data or use the Data directly or indirectly other than in the
19 course of services provided hereunder during the term of this Agreement and for five (5)
20 years following expiration or termination of this Agreement. In addition, consultant shall
21 keep confidential all information, whether written, oral, or visual, obtained by any means
22 whatsoever in the course of Consultant's performance hereunder for the same period of
23 time. Consultant shall not disclose any or all of the Data to any third party, nor use it for
24 Consultant's own benefit or the benefit of others except for the purpose of this
25 Agreement.

26 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
27 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
28 Consultant knew prior to the time City disclosed it; or (b) Is or becomes publicly available

1 without breach of this Agreement by Consultant; or (c) A third party who has a right to
2 disclose does so to Consultant without restrictions on further disclosure; or (d) Must be
3 disclosed pursuant to subpoena or court order.

4 13. ADDITIONAL COSTS AND REDESIGN.

5 13.1 Any costs incurred by the City due to Consultant's failure to
6 meet the standards required by the Scope of Work or Consultant's failure to perform fully
7 the tasks described in the Scope of Work which, in either case, causes the City to
8 request that Consultant *perform again* all or a **part** of the *Scope* of Work shall be at the
9 sole cost of Consultant and City shall not pay any additional compensation to Consultant
10 for such re-performance.

11 13.2 If the Project involves construction and the scope of work or
12 services requires Consultant to prepare plans and specifications with an estimate of the
13 cost of construction, then Consultant may be required to modify the plans and
14 specifications, any construction documents relating thereto, and Consultant's estimate, at
15 no cost to City, when the lowest bid for construction received by City exceeds by more
16 than ten percent (10%) Consultant's estimate. Said modification shall be submitted in a
17 timely fashion to allow City to receive new bids within four **(4)** months of the date on
18 which the original plans and specifications were submitted by Consultant.

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

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

27 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
28 constitutes the entire understanding between the parties and supersedes all other

1 agreements, oral or written, with respect to the subject matter herein.

2 17. INDEMNITY. Consultant shall, with respect to services performed in
3 connection with this Agreement, indemnify and hold harmless the City, its Boards,
4 Commissions, and their officials, employees and agents (collectively in this Section,
5 “City”) from and against any and all liability, claims, demands, damage, loss, causes of
6 action, proceedings, penalties, costs and expenses (including attorney’s fees, court
7 costs, and expert and witness fees) (collectively “Claims” or individually “Claim”). Claims
8 include allegations and include by way of example but are not limited to: Claims for
9 property damage, personal injury or death arising in whole or in part from any negligent
10 act or omission of Consultant, its officers, employees, agents, sub-consultants, or anyone
11 under Consultant’s control (collectively “Indemnitor”); Consultant’s breach of this
12 Agreement; misrepresentation; willful misconduct; and Claims by any employee of
13 Indemnitor relating in any way to worker’s compensation. Independent of the duty to
14 indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend
15 City and shall continue such defense until the Claim is resolved, whether by settlement,
16 judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on
17 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall
18 notify the City of any claim within ten (10) days. Likewise, City shall notify Consultant of
19 any claim, shall tender the defense of such claim to Consultant, and shall assist
20 Consultant, as may be reasonably requested, in such defense.

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

23 19. COSTS. If there is any legal proceeding between the parties to
24 enforce or interpret this Agreement or to protect or establish any rights or remedies
25 hereunder, the prevailing party shall be entitled to its costs and expenses, including
26 reasonable attorneys’ fees and court costs (including appeals).

27 20. NONDISCRIMINATION. In connection with performance of this
28 Agreement and subject to applicable rules and regulations, Consultant shall not

1 discriminate against any employee or applicant for employment because of race, religion,
2 national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or
3 disability. Consultant shall ensure that applicants are employed, and that employees are
4 treated during their employment, without regard to these bases. Such actions shall
5 include, but not be limited to, the following: Employment, upgrading, demotion or transfer,
6 recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of
7 compensation, and selection for training, including apprenticeship. It is the policy of City
8 to encourage the participation of Disadvantaged, Minority and Women-owned Business
9 Enterprises in City's procurement process, and Consultant agrees to use its best efforts
10 to carry out this policy in the award of all approved subcontracts to the fullest extent
11 consistent with the efficient performance of this Agreement. Consultant may rely on
12 written representations by subcontractors regarding their status.

13 21. NOTICES. Any notice or approval required hereunder by either
14 party shall be in writing and personally delivered or deposited in the U.S. Postal Service,
15 first class, postage prepaid, addressed to Consultant at the address first stated herein,
16 and to the City at 333 West Ocean Boulevard, Long Beach, California 90802, Attention:
17 City Manager. Notice of change of address shall be given in the same manner as stated
18 herein for other notices. Notice shall be deemed given on the date deposited in the mail
19 or on the date personal delivery is made, whichever first occurs.

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

28

1 23. 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 24. 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 and 27 prior to termination or expiration of this Agreement.

9 25. 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's Employer Identification
13 Number is [REDACTED]

14 26, ADVERTISING. Consultant shall not use the name of City, its
15 officials or employees in any advertising or solicitation for business, nor as a reference,
16 without the prior approval of the City Manager or designee.

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

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

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

"Consultant"

MOFFATT & NICHOL, a California corporation

By: Michael V. McCarty
Name: MICHAEL V. MCCAERTY
Title: VICE PRESIDENT

By: [Signature]
Name: Timothy J. Kellard
Title: JR VP

"City"

CITY OF LONG BEACH, a municipal corporation

By: [Signature] Assistant City Manager
Name: Patrick G. West
Title: CITY MANAGER

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

This Agreement is approved as to form on 7-29,
2008.

ROBERTE. SHANNON, City Attorney

By: [Signature]
Deputy

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

EXHIBIT A

ATTACHMENT A

IMPROVEMENT COMPONENTS (DESIGN ELEMENTS) OF EACH PART

OVERVIEW

Part 1 – SWRCB-Funded Improvements

- a. storm drain treatments installation
 - diversion structures and lines
 - trash separation units
 - end-of-pipe flap gates
 - wet well and pump stations
- b. culvert improvements
 - culvert bottom and walls sediment/debris/marine growth clearing
 - rock dike, structural sill and tide gate removal
- c. western arm bioswale construction
- d. project sign required by CBI grant

Part 2 – Other Improvements, Not Including Ouen Channel

- e. western arm dredging (ACOE component)
- f. central area dredging
- g. side slope recontouring (ACOE component)
- h. non-native vegetation removal (ACOE/FOCL component)
- i. native vegetation planting (ACOE/FOCL component)
- j. Appian Way divider demolition and re-landscaping
- k. north shore changes
 - access road and parking lot removal
 - restroom demolition
 - island excavation
 - fenceline bioswale construction
- l. west arm / Park Ave. berm construction (material from island creation)
- m. perimeter trail and signs construction
- n. viewing platform / pier construction
- o. Termino Avenue Drain Project (abandoned) storm drain outlets demolition

Part 3 – Ouen Channel

- p. utilities relocations
- q. new open channel construction
- r. bridges (2) construction
- s. restrooms (2) demolition
- t. restrooms (2) reconstruction
- u. culvert demolition
- v. channel perimeter buffer zone and trail and signs construction
- w. Marina Vista Park irrigation installation and re-landscaping
- x. Marina Vista Park sports field reconfiguration

EXHIBIT B

ATTACHMENT B

PART 1 - SWRCB-FUNDED COMPONENTS SCOPE-OF-WORK AND FEE

PART 1 SCOPE-OF-WORK

Task A. Support for Final Engineering

1. *Investigate utilities.* Contact utility companies to request detailed utility locations. Coordinate with the utility companies to relocate utilities as needed.
2. *Perform quality assurance* of all engineering documents (fee included in Task B).
3. *Attend up to four design /progress meetings* with City.
4. *Coordinate with Los Angeles County Sanitation District staff.*
5. *Prior to 30% submittal (contents detailed below), provide preliminary revised budget for SWRCB components* accompanied by a basic rendering of the SWRCB funded items.
6. *Submit 90% design plans and specifications, including a revised construction cost estimate,* to the SWRCB Grant Manager AT LEAST two weeks before the 90% design meeting with City representatives to discuss the grading plans and structural design. Incorporate all comments from SWRCB to final plans, as applicable.
7. *Submit a copy of the as-built plans to the SWRCB Grant Manager.*

It is assumed that all necessary permits will be obtained separately from this contract and that the final permits/approvals will be provided for the 90% engineering submittal of each part. All engineering documents will be prepared in compliance with the EIR and permits.

Task B. Final Engineering for Construction

8. *Prepare engineering plans at increments of 30%, 90% and Final.* Engineering plans will be prepared for the project and submitted for review and comment at 30% and 90%, leading to the final set for construction bidding.
9. *Prepare construction specifications at the same plan set increments.* Construction specifications will be prepared to specify restrictions on the contractor, quality of work, and project requirements. Specifications will be provided in either Green Book or Construction Specifications Institute (CSI) format. They will comprehensively present all construction materials and permit constraints, and will be submitted at the same 90%, and final package submittal milestones as the plan set. Outline specifications will be provided at the 30% submittal increment.
10. *Prepare opinion-of-probable construction cost at the same plan set increments.* Construction cost estimates will be prepared and submitted as part of each submittal. Costs will continue to be updated with each iteration of engineering to show refinement of the budget for planning. Costs will consist of spreadsheets showing construction items, quantities, unit costs, and total item costs. Contingencies and “soft costs” will also be included as appropriate throughout submittal iterations.
11. *Support preparation of contractor bid package.* The bid package for contractor bids will be prepared for issuance by the City. The package will include the project announcement and specific information sufficient for bidding such as plans, specifications, a bid item list, and

PART 1 SCOPE-OF-WORK

contract requirements signed and sealed by a registered engineer in California. It is assumed the City will provide standard boilerplate for the project announcement, bid item list and contract requirements. A draft and final version of the bid package will be provided in electronic and hardcopy format.

12. *Attend an on-site pre-bid meeting for potential contractors* – M&N will attend an on-site meeting with the City and potential bidders to explain the project and answer any questions.
13. *Respond to contractor requests for clarification during the bidding phase.* Responses will be provided to requests for clarification of items in the bid package. It is estimated that a reasonable number of requests will be addressed such as twenty. Responding to a significant number of additional requests may require additional time and effort and necessitate an amended scope and fee.
14. *Support preparation of bid package addenda.* Any modifications to the bid package will be issued as addenda to the package. The City will issue the addendas as appropriate.
15. *Assist the City to select the contractor by reviewing bids and providing recommendations.* M&N will assist the City to review contractor bids for construction, and offer recommendations for selection.

Task C. Construction Support Services

16. *Attend pre-construction conference* to answer questions prior to initiation of construction.
17. *Respond to requests for information and review contractor submittals.* M&N will address any contractor information requests, and review submittals of needed materials and construction details and give formal approval or denial to the City construction manager, and review any potential change orders.
18. *Attend contractor progress meetings.* M&N will attend up to three progress meetings with the contractor to keep abreast of project developments.
19. *Final site walk and punch list.* M&N will perform a final site walk and prepare a punch list of any outstanding items prior to accepting the completed project, and provide all input to the City construction manager.
20. *Prepare record (as-built) drawings of the finished project.* M&N will prepare record drawings of the project, provided in AutoCAD and hardcopy, for future reference by the City. Drawings will be at the same scale as those of the design plans and show modifications as contracted. The drawings will be based on plan mark-ups and surveys obtained by the contractor and provided to M&N by the City.

Task D. Project Management

21. *Perform project management* at M&N, including preparation of contract and subcontract documents and invoices, and schedule and financial management. Support City for miscellaneous requests.

PART 1 FEE

	LABOR COSTS		OTHER DIRECT COSTS		TASK TOTALS
	M&N	Capouya	M&N	Subs	
TASK A - ENGINEERING SUPPORT TASKS	\$26,800		\$50		\$26,85
TASK B -FINAL ENGINEERING	\$395,600	\$9,900	\$150	\$1,701	\$407,35
TASK C -CONSTRUCTION SUPPORT	\$45,500		\$100'		\$45,60
TASK D - PROJECT MANAGEMENT	\$7,890				\$7,89
TOTAL	\$475,790	\$9,900	\$300	\$1,701	
TOTAL FEE FOR PART					\$487,690
<p>Assumptions</p> <ol style="list-style-type: none"> 1. All permits, including LACSD and City Water Department permits, obtained by City under separate contract. 2. City plan checkis performed at 30% and 90% submittals. 3. Plan sheets are based on 20-scale, D-size sheets. 					

EXHIBIT C

ATTACHMENT C

**PART 2 - ALL OTHER IMPROVEMENT COMPONENTS,
NOT INCLUDING OPEN CHANNEL
SCOPE-OF-WORK AND FEE**

PART 2 SCOPE-OF-WORK

Task A. Support for Final Engineering

1. *Investigate utilities.* Contact utility companies to request detailed utility locations. Coordinate with the utility companies to relocate utilities as needed.
2. *Perform quality assurance* of all engineering documents (fee included in Task B).
3. *Attend up to four design /progress meetings* with City staff.
4. *Perform geotechnical investigations* to support pier design.
5. *Perform limited hydrodynamic modeling* to confirm hydraulic conditions for the wetland habitat and flood elevations for flood control.
6. *Coordinate with Army Corps of Engineers (ACOE) staff for ACOE-funded items* (west arm dredging, side slope recontouring, native vegetation). Attend design reviews with ACOE for 35% and 100% designs. Incorporate comments from ACOE into final plans, as applicable.
7. *Perform limited additional topographic surveying* to fine-tune the topographic and bathymetric base map of the lagoon.

“Optional” Tasks

8. *Perform limited sediment sampling* for the lagoon side slopes, and test and analyze for grain size and chemistry. This information is necessary to support permitting; however it is included herein due to the technical nature of the task and the need to define accurate sampling locations and depths based on design cross sections.
9. *Perform hydro-geologic investigation* of western arm to support dredging. This task includes well installation, groundwater elevation and quality monitoring, aquifer testing, and data analysis. This information is necessary for preparation of a dewatering permit application and to provide data needed by construction contractors for the western arm sediment “in-the-dry” removal option. The fee herein is based on a comprehensive testing approach; it may be possible to reduce the total effort based on further discussions with the City and ACOE.

It is assumed that all necessary permits will be obtained separately from this contract and that the final permits/approvals will be provided for the 75% engineering submittal of each part. All engineering documents will be prepared in compliance with the EIR and permits.

Task B. Final Engineering for Construction

10. *Prepare engineering plans at increments of 35%, 75%, 100% and Final.* Engineering plans will be prepared for the project and submitted for review and comment at 35%, 75% and 100%, leading to the final set for construction bidding.
11. *Prepare construction specifications at the same plan set increments.* Construction specifications will be prepared to specify restrictions on the contractor, quality of work, and project requirements. Specifications will be provided in either Green **Book** or Construction Specifications Institute (CSI) format. They will comprehensively present all construction materials and permit constraints, and will be submitted at the same 75%, 100%, and final

PART 2 SCOPE-OF-WORK

package submittal milestones as the plan set. Outline specifications will be provided at the 35% submittal increment.

12. *Prepare opinion-of-probable construction cost at the same plan set increments.* Construction cost estimates will be prepared and submitted as part of each submittal. Costs will continue to be updated with each iteration of engineering to show refinement of the budget for planning. Costs will consist of spreadsheets showing construction items, quantities, unit costs, and total item costs. Contingencies and “soft costs” will also be included as appropriate throughout submittal iterations.
13. *Support preparation of contractor bidpackage.* The bid packages for contractor bids will be prepared for issuance by the City and ACOE. The package will include the project announcement and specific information sufficient for bidding such as plans, specifications, a bid item list, and contract requirements signed and sealed by a registered engineer in California. It is assumed the City will provide standard boilerplate for the project announcement, bid item list and contract requirements. A draft and final version of the bid package will be provided in electronic and hardcopy format.
14. *Attend an on-site pre-bid meeting for potential contractors – M&N will attend an on-site meeting with the City and potential bidders to explain the project and answer any questions.*
15. *Respond to contractor requests for clarification during the bidding phase.* Responses will be provided to requests for clarification of items in the bid package. It is estimated that a reasonable number of requests will be addressed such as twenty. Responding to a significant number of additional requests may require additional time and effort and necessitate an amended scope and fee.
16. *Support preparation of bidpackage addenda.* Any modifications to the bid package will be issued as addenda to the package. The City will issue the addendas as appropriate.
17. *Assist the City to select the contractor by reviewing bids and providing recommendations.* M&N will assist the City to review contractor bids for construction, and offer recommendations for selection.

Task C. Construction Support Services

18. *Attend pre-construction conference* to answer questions prior to initiation of construction.
19. *Respond to requests for information and review contractor submittals.* M&N will address any contractor information requests, and review submittals of needed materials and construction details and give formal approval or denial to the City construction manager, and review any potential change orders.
20. *Attend contractor progress meetings.* M&N will attend up to six progress meetings with the contractor to keep abreast of project developments.
21. *Final site walk and punch list.* M&N will perform a final site walk and prepare a punch list of any outstanding items prior to accepting the completed project, and provide all input to the City construction manager.

PART 2 SCOPE-OF-WORK

22. *Prepare record (as-built) drawings of the finished project.* M&N will prepare record drawings of the project, provided in AutoCAD and hard copy, for future reference by the City. Drawings will be at the same scale as those of the design plans and show modifications as contracted. The drawings will be based on plan mark-ups and surveys obtained by the contractor and provided to M&N by the City.

Task D. Project Management

23. *Perform project management* at M&N, including preparation of contract and subcontract documents and invoices, and schedule and financial management. Support City for miscellaneous requests.

PART 2 FEE

	LABOR COSTS					OTHER DIRECT COSTS		TASK TOTALS
	M&N	Capouya	DYA	GeoSyn	KLI	M&N	Subs*	
TASK A - ENGINEERING SUPPORT TASKS	\$36,800		\$12,500			\$50	\$39,700	\$89,050
TASK B - FINAL ENGINEERING	\$257,000	\$124,600				\$250	\$2,600	\$384,450
TASK C - CONSTRUCTION SUPPORT	\$39,800	\$19,900				\$50	\$800	\$60,550
TASK D - PROJECT MANAGEMENT	\$29,245							\$29,245
TOTALS	\$362,845	\$144,500	\$12,500	\$0	\$0	\$350	\$43,100	
TOTAL FEE FOR PART 2 <u>NOT</u> INCLUDING OPTIONAL TASKS								\$563,299
TASK A - OPTIONAL TASKS:								
8. Sediment Sampling and Test	\$2,200				\$12,400		\$6,400	\$21,000
9. Hydro-geologic Investigation for Dredging	\$13,200			\$75,200			\$60,000	\$148,400
TOTAL FEE FOR PART 2 INCLUDING OPTIONAL TASKS								\$732,699
Assumptions								
1. All permits, including RWQCB dewatering permit, obtained by City under separate contract.								
2. City plan check is performed at 35%, 75% and 100% submittals.								
3. Plan sheets are based on 20-scale, D-size sheets for all sheets except those related to the ACOE dredging component.								
4. Plan sheets for ACOE dredging component are based on 200-scale, D-size sheets.								

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

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EXHIBIT "E"
CITY'S REPRESENTATIVE

Amy Bodek

Tel: (562) 570-6479

OR

Dennis Eschen

Tel: (562) 570-3130

EXHIBIT F

ATTACHMENT F LABOR RATE SHEETS



RATE SCHEDULE FOR PROFESSIONAL SERVICES

Effective July 1, 2007 Until Revised

	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
PROFESSIONALS	Supervisory Engineer/Scientist	\$ 205.00
	Senior Engineer/Scientist	\$ 188.00
	Engineer/Scientist III	\$ 177.00
	Engineer/Scientist II	\$ 157.00
	Engineer/Scientist I	\$ 136.00
	Staff Engineer/Scientist	\$ 110.00
TECHNICIANS	Senior Technician	\$ 153.00
	Designer	\$ 142.00
	CADD II	\$ 117.00
	CADD I	\$ 91.00
CLERICAL	Word Processing	\$ 87.00
	General Clerical	\$ 73.00
SPECIAL	Principal Engineer/Scientist	\$ 231.00
	Court Appearances	\$ 300.00

REIMBURSABLE EXPENSES (Unless Otherwise Provided in Written Agreement)

Subcontracts or Outside Services		Cost +15%
Reproductions	-In House	
	Mylar Plots (B/W)	\$2.00/SF
	Color Plots	\$4.00/SF
	Vellum Plots (B/W)	\$1.00/SF
	Bond Plots (B/W)	\$0.50/SF
	Drawing Reproduction	Cost +15%
	Document Reproduction	\$0.10/sheet
	-Outside Reproduction	Cost +15%
Travel	Company Auto	Prevailing IRS
	Rental Vehicle	cost
	Airfare	cost
	Meals and Lodging	cost

Lynn Capouya, Inc.

LANDSCAPE ARCHITECTS



2995 AIRWAY AVENUE, COSTA MESA, CA 92626 p: 714.556.2500 f: 714.556.2504 design@lcapouya.com

2007-2008 FEES **HOURLY RATE SCHEDULE**

DIRECT LABOR:

	<u>hourly rates</u>
Principal in Charge	\$196
Project Manager	\$148
Irrigation Designer	\$117
Landscape Architect	\$133
Senior Staff	\$100
intermediate Staff	\$90
Administration	\$63

These rates remain in effect through August **31**, 2008. Project escalation estimate 5% for each additional year.

OTHER DIRECT COSTS:

Plotting	\$30.00 /sheet
Digital Photographs	\$25.00 /disk
Digital Printouts	\$5.00 /printout
Photocopies	\$0.15 /sheet
Laser Prints	\$0.25 /sheet
3.5" Disks	\$2.00 /disk
Mileage	*** /mile
CD Rom	\$5.00 /each

*** Mileage will be calculated at the current **IRS** rates

DIAZ•YOURMAN & ASSOCIATES
Schedule of Charges - 2008

Professional Services	
Junior	\$94.00/hour
Staff	109.00/hour
Project	132.00/hour
Senior	151.00/hour
Associate	170.00/hour
Principal	190.00/hour
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Support Services	
Word Processing/Clerical	68.00/hour
Drafting	88.00/hour
Technical Editing.....	82.00/hour
Technician.....	79.00/hour
Senior Technician	95.00/hour
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Prevailing Wage Field Services	
Week Days (6 am to 5 pm)	95.00/hour
Weekday Overtime (first 4 hours)	114.00/hour
Week Nights (5 pm to 6 am). Saturdays (0 to 12 hours)	114.00/hour
Sundays, Holidays, Other Overtime.....	143.00/hour
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Equipment	
Truck	14.00/hour
Automobile	0.50/mile
Nuclear Gauge	80.00/day
Manometer	20.00/day
Slope Inclinometer	50.00/day
Coring Machine.....	200.00/day
Other Equipment.....	Separate Schedule

Note: These rates are inclusive of compensation, fringe benefits, overhead, insurance, supplies, communications, general administration, other overhead expenses, profits, fees and all out-of-pocket expenses other than those listed separately below. Subcontractor and subconsultant costs (laboratory, field equipment, etc.) are not included.

Outside direct costs such as equipment rental, outside services, and printing, copying, travel, and subsistence Cost + 15%

For non prevailing wage field services provided by a staff engineer during night time (7 pm to 7 am) a \$150 surcharge/ per night and a minimum per visit charge of 4 hours will apply.

Contract personnel may be charged at the hourly rates listed above. Travel time will be charged at regular hourly rates. Appearances as a witness (including depositions and court appearances) will be charged at a rate of \$400/hour plus expenses, with a minimum daily charge of 4 hours. Preparation will be charged at regular hourly rates.

The rates will be subject to a minimum 5 percent escalation for services provided in subsequent years.

Invoices are due upon receipt and are past due 30 days after the invoice date. A finance charge of 1.5 percent per month, or the maximum allowed by law, will be charged on past due invoices.

Diaz•Yourman & Associates makes no warranty, either express or implied, to its statements, conclusions, findings, recommendations or specifications except that they are prepared and presented in accordance with generally accepted standard of care.

GEOSYNTEC CONSULTANTS 2008 RATE SCHEDULE

<u>Engineer/Scientist</u>	<u>Rate/Hour</u>
Staff Professional	\$ 98
Senior Staff Professional	\$112
Professional	\$138
Project Professional	\$156
Senior Professional	\$169
Associate	\$192
Principal	\$225
<u>Construction Services</u>	
Engineering Technician I	\$ 54
Engineering Technician II	\$ 58
Senior Engineering Technician I	\$ 62
Senior Engineering Technician II	\$ 68
Site Manager I	\$ 78
Site Manager II	\$ 84
Construction Manager	\$ 92
<u>Design, Graphical, and Administrative Services</u>	
Designer	\$106
Senior Drafter/Senior CADD Operator	\$ 94
Drafter/CADD Operator/Artist	\$ 88
Admin Assistant/Tech Word Processor	\$ 60
Clerical	\$ 42
<u>General</u>	
Direct Expenses	cost plus 12%
Subcontract Services	cost plus 12%
Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	\$.505
Photocopies (per page)	\$.09

Rates will be adjusted annually based on the US Department of Labor, Bureau of Labor Statistics,
Consumer Price Index for All Urban Consumers
Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

KINNETIC LABORATORIES, INC.
2007-2008 LABOR RATE SCHEDULE

<u>F</u>	<u>CATEGORY</u>	<u>HOURLY RATE</u>
	SCIENTISTV	\$ 153.36
	SCIENTISTIV	\$ 142.50
	SCIENTISTIII	\$ 114.43
	SCIENTISTII	\$ 95.37
	SCIENTISTI	\$ 79.29

EXHIBIT G

ATTACHMENT G PARTS 1 AND 2 SCHEDULE

