

1 "A-1". The parties may agree to revise the amount of a given task, shift funds allocated
2 between tasks, or increase the amount of this agreement so long as the total amount of
3 this contract does not exceed the amount authorized by the City Council, which is Two
4 Hundred Fifteen Thousand Dollars (\$215,000.00), provided that no such change,
5 alteration, or additional charge shall occur before the Consultant requests such change in
6 writing and the City consents in writing to such change.

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

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

24 D. Consultant represents that Consultant has obtained all necessary
25 information on conditions and circumstances that may affect its performance and has
26 conducted site visits, if necessary, except that the extent of further sediment testing
27 required by one or more regulatory agencies is not now known.

28 E. **CAUTION:** Consultant shall not begin work until this Agreement has been

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

3 2. TERM. The term of this Agreement shall commence at midnight on June
4 1, 2006 and shall terminate at 11:59 p.m. on May 31, 2007, unless sooner terminated as
5 provided in this Agreement, or unless the services or the Work is completed sooner.

6 3. COORDINATION AND ORGANIZATION.

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

14 B. The parties acknowledge that a substantial inducement to City for entering
15 this Agreement was and is the reputation and skill of Consultant's key employee Noel
16 Davis, PhD. City shall have the right to approve any person proposed by Consultant to
17 replace that key employee.

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

1 themselves to be employees or agents of City.

2 5. INSURANCE. As a condition precedent to the effectiveness of this
3 Agreement, Consultant shall procure and maintain at Consultant's expense for the duration
4 of this Agreement from insurance companies that are admitted to write insurance in
5 California or from authorized non-admitted insurance companies that have ratings of or
6 equivalent to A:VIII by A.M. Best Company the following insurance:

7 (a) Commercial general liability insurance (equivalent in scope to ISO
8 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than
9 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
10 coverage shall include but not be limited to broad form contractual liability,
11 cross liability, independent contractors liability, and products and completed
12 operations liability. The City, its officials, employees and agents shall be
13 named as additional insureds by endorsement (on City's endorsement form
14 or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or to
15 both CG 20 10 10 01 and CG 20 37 10 01), and this insurance shall contain
16 no special limitations on the scope of protection given to the City, its officials,
17 employees and agents.

18 (b) Workers' Compensation insurance as required by the California
19 Labor Code and employer's liability insurance in an amount not less than
20 \$1,000,000.

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

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

26 Any self-insurance program, self-insured retention, or deductible must be
27 separately approved in writing by City's Risk Manager or designee and shall protect City,
28 its officials, employees and agents in the same manner and to the same extent as they

1 would have been protected had the policy or policies not contained retention or deductible
2 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
3 reduced, non-renewed, or canceled except after thirty (30) days prior written notice to City,
4 and shall be primary and not contributing to any other insurance or self-insurance
5 maintained by City. Consultant shall notify the City in writing within five (5) days after any
6 insurance has been voided by the insurer or cancelled by the insured. If this coverage is
7 written on a "claims made" basis, it must provide for an extended reporting period of not
8 less than one year, commencing on the date this Agreement expires or is terminated,
9 unless Consultant guarantees that Consultant will provide to the City evidence of
10 uninterrupted, continuing coverage for a period of not less than three (3) years,
11 commencing on the date this Agreement expires or is terminated.

12 Consultant shall require that all sub-consultants or contractors which
13 Consultant uses in the performance of these services maintain insurance in compliance
14 with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

15 Prior to the start of performance, Consultant shall deliver to City certificates
16 of insurance and the endorsements for approval as to sufficiency and form. In addition,
17 Consultant, shall, within thirty (30) days prior to expiration of the insurance, furnish to City
18 certificates of insurance and endorsements evidencing renewal of the insurance. City
19 reserves the right to require complete certified copies of all policies of Consultant and
20 Consultant's sub-consultants and contractors, at any time. Consultant shall make available
21 to City's Risk Manager or designee all books, records and other information relating to this
22 insurance, during normal business hours.

23 Any modification or waiver of these insurance requirements shall only be
24 made with the approval of City's Risk Manager or designee. Not more frequently than
25 once a year, the City's Risk Manager or designee may require that Consultant,
26 Consultant's sub-consultants and contractors change the amount, scope or types of
27 coverages required in this Section if, in his or her sole opinion, the amount, scope, or types
28 of coverages are not adequate.

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

4 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement contemplates
5 the personal services of Consultant and Consultant's employees, and the parties
6 acknowledge that a substantial inducement to City for entering this Agreement was and is
7 the professional reputation and competence of Consultant and Consultant's employees.
8 Consultant shall not assign its rights or delegate its duties under this Agreement, or any
9 interest in this Agreement, or any portion of it, without the prior approval of City, except that
10 Consultant may with the prior approval of the City Manager of City, assign any moneys due
11 or to become due the Consultant under this Agreement. Any attempted assignment or
12 delegation shall be void, and any assignee or delegate shall acquire no right or interest by
13 reason of an attempted assignment or delegation. Furthermore, Consultant shall not
14 subcontract any portion of its performance without the prior approval of the City Manager
15 or designee, or substitute an approved sub-consultant or contractor without approval prior
16 to the substitution. Nothing stated in this Section shall prevent Consultant from employing
17 as many employees as Consultant deems necessary for performance of this Agreement.

18 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
19 certifies that, at the time Consultant executes this Agreement and for its duration,
20 Consultant does not and will not perform services for any other client which would create
21 a conflict, whether monetary or otherwise, as between the interests of City and the
22 interests of that other client. And, Consultant shall obtain similar certifications from
23 Consultant's employees, sub-consultants and contractors.

24 8. MATERIALS. *Consultant has provided Exhibit "C," Estimated Costs of*
25 *Services*. City enters into this agreement in reliance on Consultant's expertise in estimating
26 such costs. Consultant shall furnish and be responsible for paying for all labor and
27 supervision, supplies, materials, tools, machinery, equipment, appliances, transportation,
28 and services necessary to or used in the performance of Consultant's obligations under

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1 this Agreement, and may seek reimbursement for any line items contained in the
2 Estimated Costs of Services. Additions or modifications to the listed items must be pre-
3 approved by City in writing and in advance in accordance with Section 1 (A) of this
4 agreement.

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

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

26 11. CONFIDENTIALITY. Consultant shall keep the Data confidential and
27 shall not disclose the Data or use the Data directly or indirectly other than in the course of
28 performing its services, during the term of this Agreement and for five (5) years following

1 expiration or termination of this Agreement. In addition, Consultant shall keep confidential
2 all information, whether written, oral, or visual, obtained by any means whatsoever in the
3 course of performing its services for the same period of time. Consultant shall not disclose
4 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit
5 of others except for the purpose of this Agreement.

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

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

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

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

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

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

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

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

26 20. NONDISCRIMINATION. In connection with performance of this
27 Agreement and subject to applicable rules and regulations, Consultant shall not
28 discriminate against any employee or applicant for employment because of race, religion,

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1 national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability.
2 Consultant shall ensure that applicants are employed, and that employees are treated
3 during their employment, without regard to these bases. These actions shall include, but
4 not be limited to, the following: employment, upgrading, demotion or transfer, recruitment
5 or recruitment advertising, layoff or termination, rates of pay or other forms of
6 compensation, and selection for training, including apprenticeship.

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

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

25 22. COPYRIGHTS AND PATENT RIGHTS. A. Consultant shall place the
26 following copyright protection on all Data: © City of Long Beach, California _____, inserting
27 the appropriate year.

28 B. City reserves the exclusive right to seek and obtain a patent or copyright

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1 registration on any Data or other result arising from Consultant's performance of this
2 Agreement. By executing this Agreement, Consultant assigns any ownership interest
3 Consultant may have in the Data to the City.

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

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

18 24. WAIVER. The acceptance of any services or the payment of any money
19 by City shall not operate as a waiver of any provision of this Agreement or of any right to
20 damages or indemnity stated in this Agreement. The waiver of any breach of this
21 Agreement shall not constitute a waiver of any other or subsequent breach of this
22 Agreement.

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

26 26. TAX REPORTING. As required by federal and state law, City is
27 obligated to and will report the payment of compensation to Consultant on
28 Form 1099-Misc. Consultant shall be solely responsible for payment of all federal and

1 state taxes resulting from payments under this Agreement. Consultant's Employer
2 Identification Number is [REDACTED] If Consultant has a Social Security Number rather
3 than an Employer Identification Number, then Consultant shall submit that Social Security
4 Number in writing to City's Accounts Payable, Department of Financial Management.
5 Consultant acknowledges and agrees that City has no obligation to pay Consultant until
6 Consultant provides one of these numbers.

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

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

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

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

CHAMBERS GROUP, INC.

June 13, 2006

By Craig Neslage for Sherman Smith
President
Craig Neslage
(Type or Print Name)

June 13, 2006

By Noël Davy
Secretary
Noël Davy
(Type or Print Name)

"Consultant"

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

CITY OF LONG BEACH

June 22, 2006

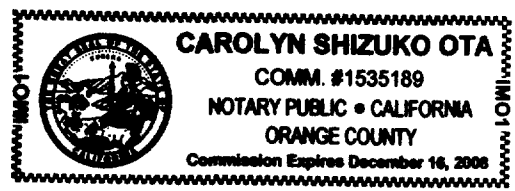
ASSISTANT
By Christine J. Shippy
City Manager

"City"

This Agreement is approved as to form on 19 June, 2006.

ROBERT E. SHANNON, City Attorney

By Lisa Peskay Malmsten
Lisa Peskay Malmsten, Deputy



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EXHIBIT "A"

Scope of Work

The following is the Scope of Work for the Preparation of State and Federal Environmental Documentation for Long Beach Colorado Lagoon Improvements (the "Project", described below in "Project Description.") For the purposes of this document, "Consultant" means Chambers Group, Inc., "City" means the City of Long Beach's responsible person, Tom Leary, and "City staff" means other City of Long Beach employees who may be contacted through or at the direction of Tom Leary.

General

The Scope of Work shall include all required components of the environmental documentation process needed to begin the physical work of restoration, which components shall include, but not be limited to, the following:

- The determination of relevant State and Federal regulatory agencies, and the creation of a process and timeline to comply with the permitting process or otherwise obtain approval from all such regulatory agencies;
- The collection, review, and synthesis of data, ordinances, studies, and past environmental documents relevant to the proposed improvements, as necessary to prepare the submittals required by the regulatory agencies;
- The preparation of further technical studies determined necessary by the Consultant to supplement the existing studies and data and obtain all required permits and approvals;
- The preparation of an Initial Study and documents necessary to support a Negative Declaration or Mitigated Negative Declaration under the California Environmental Quality Act ("CEQA" or the "State Environmental Documentation") and parallel assessment sufficient to support a Finding of No Significant Impact ("FONSI") under the National Environmental Policy Act ("NEPA" or the "Federal Environmental Documentation")
- Noticing and conducting public outreach meetings and public hearings as required by State and Federal laws and regulations;
- The preparation of responses to comments on the draft State Environmental Documentation and Federal Environmental Documentation;
- The preparation of the final State Environmental Documentation and Federal Environmental Documentation;
- Noticing and issuing the Notice of Determination and Record of Decision and corresponding documents required by Federal law;

All tasks associated with the above components are to be accomplished to the highest standards of the profession.

It is anticipated that all of the above items shall be completed within the Cost Estimate supplied by Consultant: \$186,491.00. Minor adjustments to the amounts allotted for each task may be made provided the City agrees to those changes in writing in advance, consistent with the Agreement. The City will pay permit fees. It is expected that, by using its best efforts and preparing documentation to a standard generally accepted in its field, Consultant will be able to obtain all required State and Federal regulatory agency approvals with either a Negative Declaration or Mitigated Negative Declaration under CEQA and a Finding of No Significant Impact (FONSI) under NEPA. If the preparation of an EIR/EIS is determined to be necessary, either by the City or by the actions of a third party, such preparation is outside of this Scope of Work and may be included only by means of a fully-negotiated, written amendment to this Scope of Work.

Project Description

The Colorado Lagoon Improvements (the "Project") for which environmental documentation and regulatory approvals and permitting is sought include the proposed projects described below. The City's intent is to restore the Colorado Lagoon wetlands to point at which it can be removed from the State's 303(d) list. Also, the City intends to enhance the Lagoon intertidal and upland habitat. There is no intent to harm or remove any existing animal or bird species.

1. Clean and modify the tidal culvert. The culvert has not been cleaned or modified since its construction in the 1960's. Recent surveys have shown that the culvert between the Lagoon and Marine Stadium is impeded with marine growth, sediment and artificial sills on each end. The effect of these impediments is that flushing of the Lagoon is reduced and pollutants in the Lagoon are not readily flushed to Marine Stadium, which is causing contamination to accumulate in the Lagoon and impair the water quality. Data from the Colorado Lagoon Restoration Feasibility Study indicate that by cleaning the marine growth and removing the structural restrictions in the culvert, maximum tidal flushing will occur in the Lagoon and optimal water quality conditions will likely be achieved.
2. Install trash separators and low flow diversion structures onto the large storm drains. This project will install trash separation devices and construct low flow diversion structures to the County's sanitary sewer system (per LA County Dept. of Sanitation requirements). The objective is to capture bacteria, metals and other contaminants contained in low flows and redirect them to the sanitary sewer system for treatment in order to minimize contaminated water and sediment before they reach the Lagoon. The treated low flow runoff would be directed to and stored in a wet well (vault) before it is pumped into the sanitary sewer line during the allowed pump times (midnight to 6 a.m.).

3. Create bioswales where the remaining five storm drains outfall into the Lagoon. The creation and use of vegetated bioswales will be used to filter contaminants from five small storm drains and the runoff from Recreation Park Golf Course before they reach the Colorado Lagoon. Recent Caltran's reports indicate that bioswales are a most-effective way of removing bacteria, sediment and heavy metals from storm water (Caltrans 2004). This component is designed to treat all storm and low flows from the small storm drains and golf course and route it slowly toward the Lagoon to minimize contamination of water and sediment through infiltration and water percolation.
4. Excavate the contaminated sediment in the western arm of the Lagoon. Sediment removal activity - It is estimated that the entire western arm possesses a surface layer of contamination that reaches 4 to 5 feet into the bed sediment layer. Removal to a depth of 6 feet provides for a safeguard so only clean bottom sediment remains. The depth of excavation at the deepest point would be down to -19 feet below mean sea level (msl). The width of the excavation footprint is intended to be as wide as possible to remove the maximum quantity of sediment while still providing for stable side slopes around the Lagoon perimeter. Slopes are designed to "tie into" existing side slopes to create a smooth transition from the upper slopes to the lower slopes. Excavating the western portion of the Lagoon in the dry is the preferred technique for removing contaminated sediment because it is the most practical option. Sequestering the contaminants by capping the material is not a desirable option because of difficulties posed by the constrained Lagoon geometry generating additional costs to create the capped feature, the long term monitoring costs and the potential for public controversy. Dredging without draining the lagoon is not a desirable option because disturbed sediment would likely escape and significantly increase turbidity and decrease dissolved oxygen levels, which would have serious negative consequences for fish species in the Lagoon. Additionally, this option would likely have negative impacts for the entire Lagoon as opposed to just the western arm.
5. Re-contour and re-vegetate the Lagoon side slopes. This project activity will create a larger mudflat intertidal habitat in addition to improving and increasing mid and upland habitat. This work involves removing non-native plant species (including Turf Grass and Ice Plant) and replacing them with native plant species (including pickleweed and salt marsh grass) around the western and northern arms of the Lagoon. Slope re-grading is to be accomplished by flattening existing Lagoon side slopes, which will widen the band of vegetated intertidal habitat that will ultimately exist at the site. The existing side slopes are too steep along certain areas to allow formation of pickleweed habitat, so the vision is to "lay back" the slopes along the west and north arms. Using this simple approach increases the coastal wetland area between +1 and +3 feet relative to mean sea level (msl) by seven-fold. The planting restoration plan will create and enhance approximately 7.1-acres of native coastal brackish marsh, 0.5-acres of coastal

salt marsh and 4.0 acres of upland coastal bluff scrub habitat, which will augment the ecological integrity of the area and support local and migratory wildlife.

Compliance with Regulations and Guidelines

The environmental documentation shall comply with the appropriate provisions of the National Environmental Policy Act of 1969 (NEPA) and State CEQA guidelines, and the requirements of the regulatory agencies from which approval is needed.

Note: Where CEQA terminology such as “Initial Study” and “Notice of Preparation” is used in the following sections, it is understood that Consultant will, at the same time so as to minimize costs while complying with all applicable laws, comply with the parallel requirements of NEPA.)

Specific Environmental Issues Required to be Addressed in the Environmental Documentation and Permit Process

The Consultant shall address all environmental issues that are typically associated with watershed restoration, remediation, planning and development.

The City will provide the Consultant with copies of all existing pertinent documents, studies, and data. Consultant shall review material to determine if additional studies are warranted. The City will rely on the Consultant's professional expertise to advise on the specific environmental issues and supplemental technical reports that must be appropriately developed to create a legally-defensible environmental document.

This task will require coordination and communication with consulting firms currently under contract with the City for the design of the proposed improvements.

For environmental issues previously addressed in past environmental documentation appropriate background statements shall be prepared. For all other issues (i.e., aesthetics, land use, construction impacts, etc.), the Consultant shall analyze the design alternatives for each impact and determine, where appropriate, mitigation measures or alternatives to lessen impacts.

Initiating the Work

Within fifteen (15) days after execution of the Agreement, the consultant shall present a work plan for the proposed project including, but not limited to, the tasks outlined below. The work plan shall indicate the time frames for initiating and completing each task, and shall also indicate which tasks will be performed concurrently. The City shall have a minimum of ten (10) working days to comment on the work plan, and the parties agree to work together to make any adjustments needed.

Notice of Preparation and Scoping

The Consultant shall prepare and file a Notice of Preparation (NOP) in compliance with CEQA Guidelines. Notice requirements under Federal law and regulation shall also be complied with.

The Consultant shall develop a list of affected agencies/organizations in cooperation with City staff. The NOP shall be delivered via certified mail to each responsible and trustee agency associated with the proposed project. The distribution list shall include the State Clearinghouse (SCH). The Notice may also be sent to public organizations and/or the surrounding property owners and residents to allow meaningful public comment. The Consultant shall use responses to the NOP and other comments received during the scoping process to determine the scope of the impacts and alternatives addressed in the IS.

The Consultant shall hold scoping meetings in cooperation with City staff. At the scoping meetings, the Consultant shall be expected to conduct the entire meeting, make the presentation, and facilitate public participation. The consultant will also be responsible for recording all comments received for purposes of the record and for response. It is assumed that a minimum of two (2) scoping meetings will be held, though more may eventually be required. It is expected that Consultant will work and meet with the relevant State and Federal regulatory agencies on multiple occasions before or concurrently with the public scoping process.

Preparation of the Draft Initial Study (IS)

The Consultant, in consultation with the City, shall prepare an Initial Study for this Project in accordance with CEQA Guidelines. It is anticipated that the Project will qualify for a Negative Declaration or Mitigated Negative Declaration under CEQA and a Finding of No Significant Impact (FONSI) under NEPA.

The IS shall include a thorough discussion of the following components, sufficient to meet the requirements of CEQA and NEPA:

- **Project Description:** The project description shall be drafted in cooperation with City Public Works staff and the City Attorney and shall be approved by both departments prior to moving forward with the impact analysis.
- **Existing Conditions:** Environmental conditions existing at the time of the NOP shall be described for each environmental issue area from a local and a regional perspective.
- **Significance Criteria:** The environmental checklist (CEQA Guidelines) may be used as general significance criteria for the impact analysis. In addition to the checklist, the consultant shall use criteria that are widely accepted by the technical community for the impact analysis of technical issues.

- **Impact Analysis:** The Draft IS shall analyze short-term, long-term, direct, indirect and cumulative impacts for all environmental issue areas identified in the Environmental Checklist (CEQA Guidelines).
- **Mitigation Measures:** Recommendations that would mitigate impacts shall be drafted in cooperation with City staff for each potentially significant environmental impact identified in the Draft IS. A Mitigation Monitoring Plan shall also be developed in cooperation with City staff and included in the Draft IS. Conclusions in terms of the residual impact of the project after the incorporation of proposed mitigation measures shall be analyzed and stated.
- **Other Sections:** The Draft IS shall also discuss cumulative impacts, growth inducing impacts, significant unavoidable environmental effects, and significant irreversible environmental effects associated with the proposed project, and contain an executive summary and an introduction section. The consultant shall obtain a list of projects from the City that have been recently approved or are pending approval to address cumulative impacts.
- **Alternatives:** A range of reasonable and feasible alternatives that would attain most of the project's basic objectives and lessen significant impacts resulting from the proposed project shall be developed throughout the scoping and documentation process in cooperation with City staff. The Consultant shall strive to develop no fewer than three (3) alternatives, as well as the "No Project" alternative.
- **Findings and Statement of Overriding Considerations:** The consultant shall prepare the Findings addressing each significant environmental effect identified in the IS.

The City will expect the Consultant to use its best professional expertise and judgment to advise on the specific subject areas and types of technical reports that must be appropriately developed to create a legally defensible IS.

Screencheck Draft IS

The Consultant shall prepare the Screencheck Draft IS based on technical studies and in compliance with CEQA and NEPA. The Consultant shall provide the City with sufficient copies of a "screencheck" draft of the Draft IS in its entirety for review and comment by staff prior to the preparation of the Notice of Completion. Specific approval of all deliverables may be required by the City Attorney. City staff will coordinate the review on the draft and return comments to the consultant.

Due to the complexity of the project, it is anticipated that several drafts of the screen check may need to be presented for internal review and comment.

The Consultant shall incorporate City comments into the Draft IS prior to circulation for public review. Consistent communication and review of the approach and analysis by the City is essential to the documentation process and is assumed to be included in task fees.

Notice of Completion/Public Review

The Consultant shall prepare a Notice of Completion (NOC) in compliance with CEQA. The NOC shall be sent via certified mail to the SCH and other affected agencies (to comply with CEQA Guidelines). Interested members of the public and property owners and residents within the project vicinity shall also be mailed (regular first class postage) a copy of the NOC. The Consultant shall prepare one electronic copy in a format that can be used for posting on Public Works' web site, one electronic copy in a format that can be forwarded to the State Clearinghouse, and one reproducible hardcopy and sufficient bound copies of the Draft Initial Study and technical appendices to be distributed to all responsible and trustee agencies that respond to the NOP and to the local libraries. The Consultant shall also prepare the project mailing list in cooperation with City staff. The Consultant will file the NOC with the County Clerk.

The Consultant shall hold public project presentation meetings in cooperation with City staff. At the presentation meetings, the Consultant shall be expected to conduct the entire meeting, make the presentation, and facilitate public participation. The Consultant will also be responsible for recording all comments received for purposes of the record and for response. It is assumed that up to eight (8) presentation meetings will be held, though more may eventually be required.

Responses to Comments

The Consultant and City staff shall jointly review public comments received during the 45-day review period. The Consultant shall organize and draft responses to comments in cooperation with the City for inclusion in the Final Initial Study. Note that this task may include organization of and responses to oral comments received during public meetings. The Consultant shall submit fifteen (15) copies of the Screencheck Draft Responses to Comments to the City for review. The Consultant shall incorporate City's comments into the Responses to Comments. The Consultant shall prepare one electronic copy in a format that can be used for posting on the City's web site, one reproducible hardcopy, and sufficient bound copies of the Response to Comments to be distributed to all responsible and trustee agencies that provided comments to the Draft IS and to local libraries.

Preparation of the Final

The consultant shall revise the Draft IS to reflect City-approved changes resulting from comments received during the public review period. The consultant shall include all notices associated with the project, comments, responses to comments, the mitigation monitoring plan, technical appendices, findings, and any other related documentation as part of the Final IS.

The consultant shall prepare one electronic copy in a format that can be used for posting on City' web site, one electronic copy in a format that can be forwarded to the

State Clearinghouse, one reproducible hardcopy, and sufficient bound copies of the Final IS and technical appendices for distribution to responsible and trustee agencies that provided comments to the Draft IS.

Finally, the consultant shall prepare and file a Notice of Determination in compliance with CEQA.

Meetings

In addition to the public meetings noted above, the Consultant shall attend bi-weekly meetings with City staff and be prepared to make a minimum of three (3) formal presentations to appointed or elected bodies. The Consultant shall be prepared to make a summary presentation to these bodies regarding the project and environmental documentation, consistent with direction from the City as to the duration and subject areas of each presentation.

The Consultant will provide consistent communication to the City throughout the process. These informal communications are assumed to be part of good project management and the project work effort as a whole.

EXHIBIT “A-1”

Colorado Lagoon Environmental Services Cost Estimate

Person	Rate	Hours	Total
Task 1: Initial Scoping and Work Plan Development			
Project Manager	145	24	3,480
CEQA Specialist	145	12	1,740
Word Processor	55	6	330
Clerical	45	2	90
			5,640
Mail, Phone, Fax			50
Moffatt & Nichol			
Principal Scientist	196	12	2,352
Engineer	139	32	4,448
			6,800
Total Task 1			12,490
Task 2: IS/MND			
Project Manager	145	60	8,700
Asst. Biologist	105	20	2,100
Air quality Specialist	110	44	4,840
Cultural Resource	95	16	1,520
CEQA Specialist	145	48	6,960
Asst. Analyst	68	20	1,360
Word Processor	55	16	880
Graphics	68	12	816
			27,176
Moffatt & Nichol			
Principal Scientist	196	12	2,352
Engineer	139	24	3,336
Hydrologist	196	16	3,136
			8,824
Kinnetics Laboratories			
Principal Specialist	155	40	6,200
Cultural Resource Records Search			575
Printing	0.15/page	2,500 pages	375
Mail, Phone, Fax			250
			1,200
Total Task 2			43,400
Task 3: Environmental Assessment			
Project Manager	145	24	3,480
CEQA Specialist	145	20	2,900
Analyst	68	10	680
Word Processor	55	16	880
			7,940
Printing	0.15/page	2,000 pages	300

Colorado Lagoon Environmental Services Cost Estimate (continued)

Person	Rate	Hours	Total
Moffatt & Nichol			
Principal Scientist	196	4	784
Engineer	139	8	1,112
			1,896
Total Task 3			10,136
Task 4: Public Meetings and Presentations (Cost Per Meeting)			
Project Manager	145	6	870
Graphics	68	6	408
			1,278
Mileage	0.45/mile	60 miles	27
Parking, Other Expenses			20
			47
Principal Scientist	196	5	980
Engineer	139	5	695
Mileage, Parking, Graphics			20
			1,695
Total Per Meeting			3,020
Total Task 4 (8 Presentations)			24,160
Task 5: Section 404 Nationwide Permit			
Project Manager	145	32	4,640
Word Processor	55	10	550
Graphics	68	8	544
Clerical	45	3	135
			5,869
Printing	0.15/page	100 pages	15
Mileage	0.45/mile	60 miles	27
Mail, Other			100
			142
Moffatt & Nichol			
Principal Scientist	196	12	2,352
Engineer	139	20	2,780
			5,132
Total Task 5			11,143
Task 6: Section 401 Water Quality Certification			
Project Manager	145	16	2,320
Word Processor	55	8	440
Clerical	45	3	135
			2,895

Colorado Lagoon Environmental Services Cost Estimate (continued)

Person	Rate	Hours	Total
Printing	0.15/page	100 pages	15
Mail, Other			100
			115
Moffatt & Nichol			
Principal Scientist	196	4	784
Engineer	139	8	1,112
			1,896
Total Task 6			4,906
Task 7: NPDES Waste Discharge Permit			
Project Manager	145	8	1,160
Word Processor	55	6	330
Clerical	45	2	90
			1,580
Printing	0.15/page	50 pages	7.5
Mail, Other			100
			107.5
Moffatt & Nichol			
Principal Scientist	196	16	3,136
Engineer	139	24	3,336
			6,472
Total Task 7			8,160
Task 8: Dewatering Permit			
Project Manager	145	6	870
Word Processor	55	4	220
Clerical	45	1	45
			1,135
Moffatt & Nichol			
Principal Scientist	196	24	4,704
Engineer	139	24	3,336
			8,040
Total Task 8			9,175
Task 9: Coastal Development Permit			
Project Manager	145	28	4,060
Word Processor	55	8	440
Clerical	45	4	180
			4,680
Printing	0.15/page	100 pages	15
Mail, Other			100
			115

Colorado Lagoon Environmental Services Cost Estimate (continued)

Person	Rate	Hours	Total
Moffatt & Nichol			
Principal Scientist	196	12	2,352
Engineer	139	10	1,390
			3,742
Total Task 9			8,537
Task 10: 1602 Agreement			
Project Manager	145	20	2,900
Word Processor	55	8	440
Clerical	45	4	180
			3,520
Printing	0.15/page	100 pages	15
Mail, Other			100
			115
			115
Total Task 10			3,635
Task 11: Project Management (Includes Biweekly Meetings With City for 6 Months and Progress Reports			
Project Manager	145	80	11,600
CEQA Specialist	145	24	3,480
Word Processor	55	8	440
Clerical	45	6	270
			15,790
Mileage	0.45/mile	720 miles	324
Mail, Phone, Fax			100
			424
Moffatt & Nichol			
Engineer	139	10	1,390
Total Task 11			17,604
Task 12: Meeting with Army Corps of Engineers			
Project Manager	145	4	580
Mileage	0.56	60	34
Moffatt & Nichol			
Principal Scientist	196	4	784
Engineer	139	6	834
Hydrologist	196	4	784
			2402

Colorado Lagoon Environmental Services Cost Estimate (continued)

Person	Rate	Hours	Total
Kinnetic Laboratories			
Principal Specialist	155	16	2,480
Travel Expense for Specialist (e.g., airfare, etc.)			1,150
			3,630
Total Task 12			6,646
Task 13: HEP Analysis			
Project Manager	145	12	1,740
Asst. Biologist	105	8	840
Word Processor	55	8	440
Total Task 13			3,020
Task 14: Meeting With County of L.A. Public Works			
Project Manager	145	4	580
Mileage	0.45/mile	100 miles	45
Moffatt & Nichol			
Principal Scientist	196	4	784
Engineer	139	6	834
Mileage			37
			1,655
Total Task 14			2,291
Total Task 15: Sediment Sampling			
Kinnetics Laboratories			
Scientist V	162	12	1,944
Scientist III	113	40	4,520
Scientist II	94	48	4,512
Survey Equipment Rental			656
Sampling Crew Travel (e.g., airfare)			1,352
Chemical Analysis			8,062
Total Task 15			21,046
Total Scope of Work			186,349

EXHIBIT “B”

City’s Representative is Tom Leary.

EXHIBIT “C”

(There is no Exhibit “C”)

EXHIBIT “D”

**CITY OF LONG BEACH POLICY FOR DISADVANTAGED, MINORITY-OWNED
AND WOMEN-OWNED BUSINESS ENTERPRISES**

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority-owned and Women-owned Business Enterprises in all aspects of contracting including construction, the purchase of materials and services, including professional services, leases and the granting of concessions.