

AGREEMENT

33737

THIS AGREEMENT is made and entered, in duplicate, as of October 8, 2014 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 7, 2014, by and between JOHN L. HUNTER & ASSOCIATES, INC., a California corporation, with a place of business at 6131 Orangethorpe Avenue, Buena Park, California 90620 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires specialized services requiring unique skills to be performed in connection with the development of a Watershed Management Program ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Five Hundred Forty-Nine Thousand Five Hundred Thirty-Six Dollars (\$549,536), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one

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

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

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

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

1 F. CAUTION: Consultant shall not begin work until this
2 Agreement has been signed by both parties and until Consultant's evidence of
3 insurance has been delivered to and approved by the City.

4 2. TERM. The term of this Agreement shall commence at midnight on
5 October 8, 2014, and shall terminate at 11:59 p.m. on October 7, 2016, unless sooner
6 terminated as provided in this Agreement, or unless the services or the Project is
7 completed sooner.

8 3. COORDINATION AND ORGANIZATION.

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

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

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

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

6 5. INSURANCE.

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

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

1 and agents.

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

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

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

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

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

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

uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

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

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

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

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

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

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

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

23 9. OWNERSHIP OF DATA. All materials, information and data
24 prepared, developed, or assembled by Consultant or furnished to Consultant in
25 connection with this Agreement, including but not limited to documents, estimates,
26 calculations, studies, maps, graphs, charts, computer disks, computer source
27 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
28 information, material, and memorandum ("Data") shall be the exclusive property of City.

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

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

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

25 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
26 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
27 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
28 without breach of this Agreement by Consultant; or (c) a third party who has a right to

1 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
2 disclosed pursuant to subpoena or court order.

3 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

2 17. INDEMNITY.

3 A. Consultant shall indemnify, protect and hold harmless City, its
4 Boards, Commissions, and their officials, employees and agents ("Indemnified
5 Parties"), from and against any and all liability, claims, demands, damage, loss,
6 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
7 costs and expenses, including attorneys' fees, court costs, expert and witness
8 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
9 whole or in part, out of or in connection with (1) Consultant's breach or failure to
10 comply with any of its obligations contained in this Agreement, or (2) negligent or
11 willful acts, errors, omissions or misrepresentations committed by Consultant, its
12 officers, employees, agents, subcontractors, or anyone under Consultant's control,
13 in the performance of work or services under this Agreement (collectively "Claims"
14 or individually "Claim").

15 B. In addition to Consultant's duty to indemnify, Consultant shall
16 have a separate and wholly independent duty to defend Indemnified Parties at
17 Consultant's expense by legal counsel approved by City, from and against all
18 Claims, and shall continue this defense until the Claims are resolved, whether by
19 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
20 breach, or the like on the part of Consultant shall be required for the duty to defend
21 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
22 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
23 in the defense.

24 C. If a court of competent jurisdiction determines that a Claim
25 was caused by the sole negligence or willful misconduct of Indemnified Parties,
26 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
27 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
28 percentage of willful misconduct attributed by the court to the Indemnified Parties.

1 D. To the extent this Agreement is a professional service
2 agreement for work or services performed by a design professional (architect,
3 landscape architect, professional engineer or professional land surveyor), the
4 provisions of this Section regarding Consultant's duty to defend and indemnify
5 shall be limited as provided in California Civil Code Section 2782.8, and shall
6 apply only to Claims that arise out of, pertain to, or relate to the negligence,
7 recklessness, or willful misconduct of the Consultant.

8 E. The provisions of this Section shall survive the expiration or
9 termination of this Agreement.

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

12 19. NONDISCRIMINATION.

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

23 B. It is the policy of City to encourage the participation of
24 Disadvantaged, Minority and Women-owned Business Enterprises in City's
25 procurement process, and Consultant agrees to use its best efforts to carry out
26 this policy in its use of subconsultants and contractors to the fullest extent
27 consistent with the efficient performance of this Agreement. Consultant may rely
28 on written representations by subconsultants and contractors regarding their

1 status. Consultant shall report to City in May and in December or, in the case of
2 short-term agreements, prior to invoicing for final payment, the names of all
3 subconsultants and contractors hired by Consultant for this Project and information
4 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
5 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
6 637).

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

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

15 "During the performance of a contract with the City of Long Beach,
16 the Consultant will provide equal benefits to employees with spouses and its
17 employees with domestic partners. Additional information about the City of
18 Long Beach's Equal Benefits Ordinance may be obtained from the City of
19 Long Beach Business Services Division at 562-570-6200."

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

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

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

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

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

15 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

9 24. WAIVER. The acceptance of any services or the payment of any
10 money by City shall not operate as a waiver of any provision of this Agreement or of any
11 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
12 Agreement shall not constitute a waiver of any other or subsequent breach of this
13 Agreement.

14 25. CONTINUATION. Termination or expiration of this Agreement shall
15 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
16 17, 19, 22, and 28 prior to termination or expiration of this Agreement.

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

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

28 28. AUDIT. City shall have the right at all reasonable times during the

term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other documents of Consultant relating to this Agreement.

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

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

JOHN L. HUNTER & ASSOCIATES, INC.,
a California corporation

By John L. Hunter
Name John L. Hunter
Title President

By _____
Name _____
Title _____

"Consultant"

CITY OF LONG BEACH, a municipal
corporation

By T. B. Bell EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER
City Manager

"City" Assistant City Manager

This Agreement is approved as to form on 11/20

2014

CHARLES PARKIN, City Attorney

By Charles Parkin
Deputy

EXHIBIT A

Scope of Work

I. General Scope of Services

The National Pollutant Discharge Elimination (NPDES) Permit for the City of Long Beach (City) Municipal Separate Storm Sewer System (MS4 Permit) was adopted on February 6, 2014, by the California Regional Water Quality Control Board and became effective on March 28, 2014. The MS4 Permit allows the City of Long Beach the flexibility to develop Watershed Management Programs to implement the requirements of the MS4 Permit on a watershed scale through customized strategies, control measures, and BMPs. Currently the City has been participating in the development of Watershed Management Programs within the following watershed management areas:

- Lower Los Angeles River (LLAR),
- Lower San Gabriel River (LSGR)
- Los Cerritos Channel (LCC) Watersheds

In addition to these WMPs, the City is a Regional participant with the Harbor Regional Monitoring Coalition Toxic Total Maximum Daily Load (TMDL) and the Dominguez Channel Toxic Sediment TMDL.

There are six areas of Long Beach that are currently not covered by the WMPs above. These areas are: the San Gabriel River Estuary, Alamitos Bay/LCC Estuary, Shoreline Water Front, City Beaches/Outfalls/Pier to Breakwater (San Pedro Bay), the Port of Long Beach and a small area draining to Dominguez Channel. This Scope of Services proposes to develop a Master WMP (MWMP) to cover these six areas. This MWMP will integrate the LLAR WMP, LSGR WMP, LCC WMP, and the applicable TMDLs.

All three of the aforementioned WMPs were developed using the same Consultant Team and this proposal is to use the same team with the addition of Anchor QEA for their expertise with the Port and Harbor. The Consultant Teams' familiarity with the City's existing WMPs and TMDLs will result in substantial cost savings and a consistent structure and format among the documents.

This proposed scope herein will be to work with city staff to identify needs and specific tasks. Based on those discussions with city, the Consultant Team will develop an MWMP which will include:

- Identify and prioritize water quality issues,
- Identify strategies and control measures,
- Non-Stormwater control measures
- Reasonable Assurance Analysis (computer modeling)
- Develop an Integrated Monitoring Program,
- A summary of available data demonstrating the current quality of the Permittees'
- MS4 discharges,
- A detailed description of Best Management Practices (BMP) that have been implemented,
- An assessment of the minimum control measures.
- Compatibility with the LLAR, LSGR and LCC WMPs.

The MWMP being developed under this Scope of Work will be a “living” document that can and should be modified as future monitoring data becomes available and the program develops following a strategy of adaptive management. The specific tasks for this scope of work are described in the following sections. As specified in the City’s NPDES Permit, a Final MWMP is to be ready for submittal to the Regional Board no later than March 28, 2015.

A. Background/Historical/Hydrological Setting

This task will build upon readily available data to characterize existing water quality conditions within the Long Beach MWMP area. This characterization will include a review of historical water quality data, water quality reports and action plans, 303(d) listings, and TMDLs. The outcome of this characterization will lead to the identification of pollutant-waterbody combinations, which will be classified according to the categories outlined in Section VII. C of the MS4 permit (Category 1: Highest Priority, Category 2: High Priority, Category 3: Medium Priority).

The Consultant Team will conduct a source assessment for those water body-pollutant combinations classified as Category 1-3 using available literature and data, and will develop water quality priorities and a sequence for addressing water quality issues considering applicable TMDL deadlines and receiving water quality goals.

In addition, a review of existing watershed control measures will be conducted and the results will be combined with the Reasonable Assurance Analysis to determine the optimal approach for addressing water quality priorities and achieving water quality goals.

Deliverables:

- Source Assessment based on waterbody/pollutant combinations
- Review of applicable Integrated Regional Watershed Management Programs (IRWMP)
- Review of existing Water Treatment Systems
- Baseline map
- Analysis of Historical Water Quality Data
- Identification of water quality priorities
- Evaluation of existing water quality conditions
- Prioritization of the water quality issues
- Assemble/analyze available water runoff quality reports
- Survey of existing municipal control measures

B. Monitoring

The following outlines the tasks for John L. Hunter & Associates, Kinnetic Laboratories, Inc. and Anchor QEC, LLC to develop an Integrated Monitoring Program (IMP) for the City. An Integrated Monitoring Plan (IMP) will be necessary for portions of the City that are not covered in the LLAR, LCC, or the LSGR Coordinated Integrated Monitoring Plans (CIMPs). The new permit requires that monitoring incorporate existing TMDLs, 303(d) listed pollutants and other constituents that may be of concern. Existing monitoring sites will require reevaluation to determine if monitoring should be continued at these sites or if these sites should be relocated to allow improved assessment of discharges. The IMP is required to

address 1) receiving water monitoring during wet and dry weather conditions, 2) stormwater outfall monitoring to characterize wet weather discharges from the MS4 watershed, 3) non-stormwater outfall-based monitoring, and 4) new development/redevelopment effectiveness tracking discharges.

Under the new permit, the City is subject to nine (9) TMDLs as follows:

- Colorado Lagoon Pesticides, PAH, PCBs, and Metals TMDL
- Los Cerritos Channel Metals TMDL,
- Long Beach City Beaches and Los Angeles River Estuary Indicator Bacteria TMDL
- Los Angeles River Metals TMDL
- Los Angeles River Nitrogen TMDL
- Los Angeles River Bacteria TMDL
- Los Angeles River Trash TMDL
- Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters
- Toxic Pollutant TMDL
- San Gabriel River Metals and Impaired Tributaries Metals and Selenium TMDL

1. Summary of Existing Monitoring Programs and Outfall/Receiving Water/Special Study Requirements

The City and its Port of Long Beach are Regional participants in the Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters Toxic Pollutant TMDL. This TMDL requires Regional participants to develop and implement a monitoring plan that includes:

- Sediment testing,
- Water column testing,
- Analysis of fish tissues.

Representatives of the agencies subject to the Greater Harbor provisions of this TMDL have been working together in an effort to reduce the cost of individual agencies working independently. This group is referred to as the Regional Monitoring Coalition or RMC and has developed the "Coordinated Compliance Monitoring and Reporting Plan" which has been submitted to the Regional Board. This monitoring plan calls for the collection of wet and dry weather water samples at 22 locations annually; sediment samples collected every 2 to 3 years at the same 22 locations and fish tissue samples from within four water bodies within the Greater Harbors collected biennially. The IMP proposed herein will integrate this monitoring plan.

Additional monitoring programs will need to be developed to address the City's recreational beaches on San Pedro Bay, the 303(d) listing for chlordane in the tidal waters of the Los Cerritos Channel, and existing 303(d) listings for the San Gabriel River Estuary. Monitoring of bacteria in Alamitos Bay will also need to be reexamined due to periodic exceedances of receiving water quality limits for bacteria in recreational waters.

The City currently has two mass emission monitoring sites that have been monitored since 2000. These include the Bouton Creek Monitoring Station that discharges into tidal waters of the Los Cerritos Channel and the Belmont Pump Monitoring Station that discharges into Alamitos Bay. The Belmont

Pump Station is not monitored during the dry season since low flow discharges are diverted into the sanitary sewer system. Another mass emission site is expected to be located at or near the discharge point of the recently constructed Termino Drain as it enters the upper end of Marine Stadium. The two existing sites will be reconsidered through the IMP to determine if one or both can be eliminated.

Special studies may also be necessary to address monitoring requirements for certain waterbody pollutant combinations addressed through the IMP. The frequency of these studies should be limited since significant changes are underway that are expected to have a major impact on water quality within the MWMP area. For example, the AES Alamitos power plant just north of the intersection of Studebaker and Loynes Drive is in the process of phasing out use of once-through cooling waters which will change circulation in the Estuary and ultimately eliminate introduction of copper associated with the cooling waters. This, combined with phasing out of copper brake pads, is expected to result in substantial reductions of copper in receiving waters of the LSGR Estuary.

Deliverables:

- Summary of outfall/receiving water /special study requirements
- Summary of existing Monitoring Programs

2. Prepare the Integrated Monitoring Program

The Monitoring and Reporting Program (MRP) of the MS4 Permit outlines four required elements to be included in the IMP:

- Receiving water monitoring,
- Outfall monitoring of both stormwater and non-stormwater,
- New development/redevelopment effectiveness tracking,
- Regional/special studies.

Many of the City's monitoring requirements are covered under the LLAR, LCC & LSGR Watershed Management Program CIMPs. The IMP proposed under this Scope of Work will address elements located in the San Gabriel River Estuary, Alamitos Bay/LCC Estuary, shoreline waterfront, San Pedro Bay, Port of Long Beach, and a small portion of the Dominguez Channel. The Consultant Team will prepare an IMP in conformance with the MS4 Permit and will identify those elements that may be modified to achieve the monitoring objectives of the MS4 Permit in the most cost effective manner. This IMP will integrate applicable elements developed for the LLAR, LSGR, and LCC CIMPs in order to realize cost savings and avoid duplication of efforts.

The IMP will include a wet weather outfall based monitoring program and a nonstormwater outfall based monitoring program. The non-stormwater monitoring program will be required to address outfalls located in the LCC Estuary, Alamitos Bay, the LSGR Estuary and the five outfalls that currently discharge to the City of Long Beach beaches on San Pedro Bay. Most City of Long Beach outfalls are covered under WMPs being established in the LLAR, LCC & LSGR Watershed Management Groups. This screening program will identify those outfalls not being addressed under the existing CIMPs and follow the same procedures already developed for these groups.

The IMP will also include the development of a database to track new development/redevelopment effectiveness and a review and integration of applicable regional studies work conducted within the City. Ongoing review of monitoring data will be performed during the term of this contract as it becomes available.

Deliverables:

- Prepare Coordinated Integrated Monitoring Plan (CIMP), including:
 - Wet-weather outfall based monitoring program
 - Non-stormwater Outfall based monitoring and screening plan
 - Identification of outfalls
 - An approach to integrating MS4, TMDL and Special Study monitoring
 - Set up database for new development/redevelopment Effectiveness Tracking
 - Regional Studies (participate in Southern California Monitoring Coalition)
- Ongoing review of monitoring data as it becomes available

C. Reasonable Assurance Analysis

The following outlines the tasks for Tetra Tech, Inc. and Paradigm Environmental (Tt Team) to perform a Reasonable Assurance Analysis (RAA) under the direction of John L. Hunter & Associates that will lead to strategy development for the City's MWMP. This RAA will follow the requirements described in the MS4 Permit, and demonstrate that proposed stormwater control measures will result in achievement of applicable MS4 permit water quality objectives, but will also provide meaningful information to guide implementation of BMPs in the City. The approach takes advantage of much research that has been performed in the region on model development, and utilizes an approach that promotes cost-effectiveness and provides the most value for informing a WMP and outlining a clear roadmap for future implementation. This approach is consistent with ongoing RAA efforts supporting the Lower Los Angeles River (LLAR), Los Cerritos Channel (LCC), and Lower San Gabriel River (LSGR) WMPs.

1. Project Management and Reporting

Tt Team will maintain communication with John L. Hunter & Associates and the City to keep them apprised of progress, upcoming milestones, and any issues that could potentially impact project performance. The Tt Team Project Manager will be responsible for working with the Tt Team Contract Administrator to ensure monthly progress reports and invoices are submitted in an accurate and timely manner.

2. Outline the Proposed Modeling Process

The Tt Team will outline the modeling process for the RAA to assist John L. Hunter & Associates in their parallel data compilation efforts, and to set a strategy for the RAA that is approved and considered the best option for supporting the MWMP. A memo will be developed to describe the modeling process, which will also support the development of the draft MWMP. The proposed modeling process is based on two steps, as described below.

Step 1: Determine the Required Load Reductions to attain Metals TMDLs

The Tt Team will be provided with the Water Quality Priorities for the MWMP and the data used to determine the Water Quality Priorities. These data will be used to support determination of necessary load reductions. Receipt of the Water Quality Priorities data within three weeks of Notice to Proceed (NTP) is critical to achieving the schedule herein. Important to the load reduction analysis with WMMS will be the time period used for model simulation (e.g., 90th percentile wet year or average wet period rather than the critical wet period used in TMDLs, which has significant implications on the ability of control measures to attain load reductions), the capability to assess storm size and separate all storms less than the 85th percentile storm, the ability to estimate jurisdictional runoff and associated pollutant loads, and the re-interpretation of TMDL numeric targets used in original TMDL and WLA calculation. Once this method is established, the Tt Team will use the modeling system to estimate the load reductions for the City necessary to meet the WLAs, which will become the targets for evaluating structural and control measures during the RAA.

The modeling system will interpret the WLAs and associated load reductions for the City's jurisdiction. Essentially, the City's jurisdiction will be represented independently in the model, therefore allowing simulation of stormwater runoff from the jurisdictional area, and assessment of the benefits of the MCMs that are modeled.

Step 2: Quantify the Effect of Non-structural BMPs and Determine the Capacity of Structural BMPs needed to attain TMDL WLAs

The modeling process will be developed in coordination with John L. Hunter & Associates and the City. To develop the cost estimates herein, the following modeling approach was assumed:

- **True Source Control:** the watershed model in WMMS will be used to assess the effect of eliminating copper generated by brake pads. Similar to ongoing efforts to support RAAs for LLAR, LLC, and LSGR, model assumptions associated with SB 346 will be based on literature and other similar modeling studies to provide technical defensibility for the RAA.
- **Nonstructural control measures/MCMs** to be included in the modeling are enhanced street sweeping practices, irrigation overflow reduction or catch basin cleaning. To be represented in the modeling system as *new* load reductions, only *increases* to those practices will be represented. Based on guidance from the Tt Team, John L. Hunter & Associates will provide information that will be translatable to modeling assumptions, including information specific to the City regarding increased miles of streets swept, miles of streets with enhancements to street sweeping technologies (e.g., switching from brush sweepers to regenerative air), miles of streets with increased frequency of sweeping, or the increase in number or frequency of catch basin cleaning. If irrigation reduction measures are selected by the City, the watershed model (LSPC) also includes a routine to simulate the effect of irrigation and dry weather water quality, and reductions in irrigation overflow will be simulated. These load reductions will be additive to the reduction from SB 346.

Other Nonstructural Controls (e.g., increased inspection and enforcement procedures, public education) are difficult to model (e.g., increased inspection and enforcement procedures, public education) and will require an assumed reduction in pollutants. Typically, load reductions from these BMPs are assumed

based on monitoring data or literature assumptions. If sufficient monitoring data is available to quantify expected load reductions for these BMP, then they can be considered for modeling. However, load reductions associated with these nonstructural BMPs are typically assumed based on a qualitative rather than a quantitative (modeling) approach. The Tt Team will work with John L. Hunter & Associates to develop assumptions for expected load reductions from other nonstructural BMPs, and the Tt Team will consider these assumptions in the overall load reduction assessment for the RAA.

- **Structural control measures:** WMMS will be used to determine if SB 346 and modeled MCMs are sufficient to meet WLAs. Should these BMPs be insufficient at meeting the WLAs, the Tt Team will use the modeling system to determine the additional volume capture and associated pollutant reduction needed for the City to meet the WLAs. This “structural treatment capacity” will guide the City with selecting the suite of structural BMPs to attain the TMDL WLAs. Separate treatment capacities will be determined for modeled subwatershed within the City jurisdiction.

Deliverables:

- Draft Technical Memorandum summarizing proposed RAA approach
- Final Technical Memorandum summarizing proposed RAA approach (incorporating John L. Hunter & Associates and City comments)

3. GIS Screening for Green Street BMP Opportunities

John L. Hunter & Associates and the City will need to identify opportunities for structural control measures to achieve the necessary structural treatment capacity. An important opportunity to consider for the MWMP and to be assessed in the RAA are green streets. To assist in the identification of opportunities for green streets, this task will provide GIS screening analysis and useful information to John L. Hunter & Associates and the City for further field verification of BMP opportunities. The GIS screening will assess such datasets as slopes (based on topography data), land uses, imperviousness, road density, availability of publicly owned land, and pollutant loading to identify and prioritize ideal opportunities for green streets. Some of these datasets are included within WMMS (imperviousness, roads, slopes) or are provided by the modeling system’s output (pollutant loading). Results of this task will provide locational information of the green street opportunities.

Deliverables:

- Technical Memorandum summarizing results of GIS screening for green streets
- GIS files of opportunities for green streets

4. Data Compilation for Existing and Planned BMPs

During MWMP development, John L. Hunter & Associates will identify opportunities for regional and distributed (e.g., LID) structural BMPs and nonstructural BMPs to be assessed through modeling efforts of the RAA. The Tt Team will coordinate with John L. Hunter & Associates to compile information necessary to model these BMPs. For example, to model a regional BMP will require information on its potential drainage area and type and size of the BMP that can be built at the site. Likewise, nonstructural BMPs will require information on proposed operational procedures or other assumptions

for modeling. The Tt Team will compile the information provided by John L. Hunter & Associates and develop procedures for modeling in the RAA. The Tt Team will provide a technical memorandum to John L. Hunter & Associates and the City that summarizes the BMPs and their characteristics to be modeled.

Deliverables:

- Draft Technical Memorandum outlining structural and non-structural BMPs to be considered
- Final Technical Memorandum outlining structural and non-structural BMPs to be considered (incorporating John L. Hunter & Associates and City comments)

5. Conduct the Quantitative RAA

Based on the process approved by John L. Hunter & Associates and the City in Task 2, the Tt Team will utilize WMMS to demonstrate the selected true source control measures, non-structural control measures, and structural control measures will attain the TMDL WLAs. For structural control measures, John L. Hunter and Associates will provide the Tt Team with [1] the Water Quality Priorities and corresponding data analysis and [2] the control measures selected to achieve the structural treatment capacity under Task 4. The suite of control measures used in the RAA will be detailed in a matrix for inclusion in the MWMP for submittal to the Regional Board.

The Tt Team will provide up to five modeling scenarios that build on each other for assessing the increasing load reductions achieved with additional and different combinations of MCMs. These scenarios will be recommended in the process outline, and subject to approval by John L. Hunter & Associates and the City. Such scenarios may include nonstructural MCMs only, nonstructural plus distributed structural control measures, etc. This will allow comparison of associated load reductions to the WLAs previously determined, and support John L. Hunter and Associates with evaluating cost-effectiveness of the different BMPs that could be proposed in the RAA.

Deliverables:

- Draft RAA Report I
- Draft RAA Report II (incorporating John L. Hunter & Associates and City comments)
- Draft RAA Report III (incorporating additional scenarios identified by John L. Hunter & Associates and City)
- Final RAA Report

6. Development of BMP Implementation Schedule

Based on results of the RAA, the Tt Team will develop a BMP implementation schedule. The schedule will determine a cost-effective order of BMPs to be implemented, while providing assurance that TMDL milestones can be met. The schedule will also consider previously planned or implemented watershed control measures and other BMP implementation schedules that have been previously developed to address TMDLs.

Deliverables:

- Draft BMP Implementation Schedule

- Final BMP Implementation Schedule (incorporating John L. Hunter & Associates and City comments)

7. Meeting Support

The Tt Team will support John L. Hunter & Associates in up to two meetings with the City and Regional Board to discuss the RAA approach and associated assumptions. Presentations will be provided to John L. Hunter & Associates prior to each meeting to provide agreement on key points of discussions with the Regional Board.

Deliverables:

- Meetings with the Regional Board
- PPT files (as needed)

Notes on the scope of work:

- The Tt Team will be provided with the Water Quality Priorities for the MWMP and the data used to determine the Water Quality Priorities. These data will be used to support determination of necessary load reductions. Receipt of the Water Quality Priorities data in a readily-usable format within three weeks of NTP is critical to achieving the schedule herein.
- If John L. Hunter & Associates and the City desire the model to evaluate any specific BMPs for potential inclusion in the MWMP including regional projects, the location and design characteristics of those projects will need to be provided to the Tt Team in a readily-usable format.
- It may be possible for the City to receive “credit” for existing BMPs, and reduce the stormwater treatment volumes to be included in the MWMP; all data regarding existing BMPs and their capacities will provided to the Tt Team in a readily-usable format.
- Note that for all of the BMPs modeled, a separate engineering assessment would be needed to estimate costs (cost estimation is not included herein).

Schedule of Deliverables

The schedule is based on anticipated time periods assuming a NTP one or before October 24, 2014. Should the NTP be after October 24, 2014, the schedule may require modification.

Deliverable	Schedule
Task 2 - Draft Technical Memorandum summarizing proposed RAA approach	November 14, 2014
Task 2 - Final Technical Memorandum summarizing proposed RAA approach	November 14, 2014
Task 3 - Technical Memorandum summarizing results of GIS screening; GIS files of opportunities for structural BMPs	November 21, 2014

Task 4 - Draft Technical Memorandum structural and non-structural BMPs to be considered	November 21, 2014
Task 4 - Final Technical Memorandum structural and non-structural BMPs to be considered	December 5, 2014
Task 5 - Draft RAA Report I	January 30, 2015
Task 5 - Draft RAA Report II (incorporating comments)	February 13, 2015
Task 5 - Draft RAA Report III (incorporating additional scenarios identified)	February 27, 2015
Task 5 - Final RAA Report	March 13, 2015
Task 6 - Draft BMP Implementation Schedule	February 27, 2015
Task 6 - Final BMP Implementation Schedule (incorporating comments)	March 13, 2015
Task 7 – Meetings with the Regional Board	TBD

D. Review and Evaluate Watershed Control Measures

The City's NPDES Permit requires an evaluation and customization of the Watershed Control Measures (formerly referred to as BMPs and including Minimum Control Measures or MCMs) to address water quality priorities. In addition to reviewing applicable IRWMPs, Water Resource Action Plans, existing Water Treatment Systems, and municipal control measures, the Consultant Team will assess MCMs to identify areas of potential customization.

The Consultant Team will evaluate and develop a suite of potential watershed control measures, including MCMs, structural and non-structural control measures to address water quality priorities. The results of this evaluation will be combined with the Reasonable Assurance Analysis to determine the optimal schedule and strategy for addressing water quality priorities and achieving water quality goals.

Deliverables:

- Develop list of potential MWMP project sites,
- Summarize scientific data supporting potential MWMP sites,
- Source Control List,
- Operational Controls List,
- Identify potential opportunities for customization of the City's NPDES Permit Minimum Control Measures (Part VI.D.8.D), and describe the modifications, potential justifications for the modifications and provide materials for justification.

E. Watershed Management Program Plan

This task represents the analysis of the information developed in Tasks V through VIII and compilation into a first draft plan and a final draft plan for review by the City. Critical dates for these Plans are as follows:

Deliverables:

- Communication with Regional Board and preparation of documents
- First Draft Master Watershed Management Plan submitted to Technical Committee
 - Target date December 1, 2014
- Final Draft Master Watershed Management Plan for submittal to Regional Board
 - Target date March 28, 2015

F. Coordination with City

Regular meetings and communications between the City and the Consultant Team will be critical during the preparation of the MWMP. This task will include:

Deliverables:

- Scheduling and preparing agenda and summary notes for monthly (or as necessary) meetings.
- Attending and participating in applicable Regional Board meetings as approved and/or directed by the City.

EXHIBIT B

Rates

Budgetary Estimate of Costs for MWMP and IMP Development^a

Task	Hours	Rate	Cost
Background, Historical Data, Hydrological Setting			
Kinnetic Laboratories	LSE ^b	--	\$9,500
Anchor QEA			\$55,400
Rich Watson			\$3,400
JLHA			\$10,500
Monitoring			
Prepare IMP for Alamitos Bay/Los Cerritos Channel Estuary, San Pedro Bay, City Beaches, San Gabriel River Estuary Kinnetic Laboratories	LSE		\$ 56,000
Prepare IMP for Port of Long Beach, Dominguez Channel, San Pedro Bay Anchor QEA		--	\$78,400
QA/QC (JLHA)			\$13,000
Reasonable Assurance Analysis (Tt Team)			
This is a budgetary allowance using a quantitative and peer-reviewed model following the Regional Board RAA guidelines and using the same parameters used for the WMP developed for the LLAR, LCC and LSGR portions of Long Beach.	LSE	--	\$179,706
QA/QC (JLHA)			\$18,000
Review and Evaluate Watershed Control Measures			
JLHA	LSE	--	\$ 5,000
Rich Watson			\$ 12,070
Prepare Master Watershed Management Program Plan			
JLHA			\$ 32,000
Rich Watson	LSE	--	\$1,960
Anchor QEA			\$15,400
QA/QC (JLHA)			\$10,000
Technical Meetings and Support			
JLHA			\$ 15,000
Kinnetic Laboratories	LSE	--	\$2,500
Anchor QEA			\$24,700
Rich Watson			\$7,000
TOTAL			\$549,536

^aCosts provided are estimates. Costs are likely to be reallocated from one task to another as necessitated by the development of the MWMP and at the direction of the Technical Committee. Some variation will occur depending on specific staff assigned to each task.

^bLSE- Lump Sum Estimate

STANDARD RATE SCHEDULE

Principal/Staff Engineer	\$145/hr
Environmental Compliance Manager/Project Engineer// Public Outreach Manager	\$125/hr
Environmental Compliance Specialist	\$95/hr
Environmental Outreach Specialist	\$85/hr
Laborer (OSHA 40hr certified)	\$65/hr
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250/hr
Inspection – Industrial/commercial facilities	\$125/inspection
Inspection – State Industrial General Permit Facilities	\$250/inspection
Inspection – Combined CBR/FOG	\$150/inspection
Inspection – FOG only	\$115/inspection
Subcontracted equipment	Cost + 5%

Prices effective as of January 1, 2014

JLHA does not add charges for overhead items such as administrative copying or mileage in and around the city.

EXHIBIT C

City's Representative:

**Anthony Arevalo, Storm Water/Environmental Compliance Officer
562-570-6023**

EXHIBIT D

Materials/Information Furnished: None