# AGREEMENT

# 30263

THIS AGREEMENT is made and entered, in duplicate, as of September 18, 2007 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on September 18, 2007, by and between URS CORPORATION doing business in California as URS CORPORATION AMERICAS, a Nevada corporation, with a place of business at 2020 East First Street, Suite 400, Santa Ana, California 92705 ("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 Preparing Project Initiation Document (PID) and Project Report and Environmental Document (PA/ED) for the Realignment of the Shoemaker Bridge and Ramps ("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:

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#### 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 \$2,188,800, at the rates or charges shown in Exhibit "A".

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1.

OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664 B. Consultant may select the time and place of performance for these services provided, however, that access to City documents, records, and the like, if needed by Consultant, shall be available only during City's normal business hours and provided that milestones for performance, if any, are met.

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

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

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

25 2. <u>TERM</u>. The term of this Agreement shall commence at midnight on 26 September 18, 2007, and shall terminate at 11:59 p.m. on December 31, 2009, unless 27 sooner terminated as provided in this Agreement, or unless the services or the Project is 28 completed sooner.

## 3. <u>COORDINATION AND ORGANIZATION</u>.

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

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

14 4. In performing its services, INDEPENDENT CONTRACTOR. 15 Consultant is and shall act as an independent contractor and not an employee, 16 representative, or agent of City. Consultant shall have control of Consultant's work and 17 the manner in which it is performed. Consultant shall be free to contract for similar 18 services to be performed for others during this Agreement provided, however, that 19 Consultant acts in accordance with Section 9 and Section 11 of this Agreement. 20 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from 21 Consultant's compensation, (b) City will not secure workers' compensation or pay 22 unemployment insurance to, for or on Consultant's behalf, and (c) City will not provide 23 and Consultant is not entitled to any of the usual and customary rights, benefits or 24 privileges of City employees. Consultant expressly warrants that neither Consultant nor 25 any of Consultant's employees or agents shall represent themselves to be employees or 26 agents of City.

### <u>INSURANCE</u>.

A. As a condition precedent to the effectiveness of this

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

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

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

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

(d) Commercial automobile liability insurance (equivalent in scope

to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.

B. Any self-insurance program or self-insured retention greater than \$50,000 per occurrence may, at the request of the City, be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

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

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless 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

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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.

18 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement 19 contemplates the personal services of Consultant and Consultant's employees, and the 20 parties acknowledge that a substantial inducement to City for entering this Agreement 21 was and is the professional reputation and competence of Consultant and Consultant's 22 employees. Consultant shall not assign its rights or delegate its duties under this 23 Agreement, or any interest in this Agreement, or any portion of it, without the prior 24 approval of City, except that Consultant may with the prior approval of the City Manager 25 of City, assign any moneys due or to become due the Consultant under this Agreement. 26 Any attempted assignment or delegation shall be void, and any assignee or delegate 27 shall acquire no right or interest by reason of an attempted assignment or delegation. 28 Furthermore, Consultant shall not subcontract any portion of its performance without the

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prior approval of the City Manager or designee, or substitute an approved subconsultant
 or contractor without approval prior to the substitution. Nothing stated in this Section
 shall prevent Consultant from employing as many employees as Consultant deems
 necessary for performance of this Agreement.

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

8. <u>MATERIALS</u>. Consultant shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation, and services necessary to or used in the performance of Consultant's obligations under this Agreement, except as stated in Exhibit "C".

15 9. OWNERSHIP OF DATA. All materials, information and data 16 prepared, developed, or assembled by Consultant or furnished to Consultant in 17 connection with this Agreement, including but not limited to documents, estimates, 18 calculations, studies, maps, graphs, charts, computer disks, computer source 19 documentation, samples, models, reports, summaries, drawings, designs, notes, plans, 20 information, material, and memorandum ("Data") shall be the exclusive property of City. 21 Data shall be given to City, and City shall have the unrestricted right to use and disclose 22 the Data in any manner and for any purpose without payment of further compensation to 23 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that 24 Data shall not be made available to any person or entity for use without the prior approval 25of City. This warranty shall survive termination of this Agreement for five (5) years.

26 10. <u>TERMINATION</u>. Either party shall have the right to terminate this 27 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days 28 prior notice to the other party. In the event of termination under this Section, City shall

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pay Consultant for services satisfactorily performed and costs incurred up to the effective 1 date of termination for which Consultant has not been previously paid. The procedures 2 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of 3 termination. Consultant shall deliver to City all Data developed or accumulated in the 4 performance of this Agreement, whether in draft or final form, or in process. 5 And. Consultant acknowledges and agrees that City's obligation to make final payment is 6 7 conditioned on Consultant's delivery of the Data to the City.

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

BREACH OF CONFIDENTIALITY. Consultant shall not be liable for 17 12. a breach of confidentiality with respect to Data that: (a) Consultant demonstrates 18 19 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available without breach of this Agreement by Consultant; or (c) a third party who has a right to 20 disclose does so to Consultant without restrictions on further disclosure; or (d) must be 21 22 disclosed pursuant to subpoena or court order.

#### 13. ADDITIONAL COSTS AND REDESIGN.

Any costs incurred by the City due to Consultant's failure to Α. meet the standards required by the scope of work or Consultant's failure to perform fully the tasks described in the scope of work which, in either case, causes the City to request that Consultant perform again all or part of the Scope of Work shall be at the sole cost of Consultant and City shall not pay any additional

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compensation to Consultant for its re-performance.

If the Project involves construction and the scope of work Β. requires Consultant to prepare plans and specifications with an estimate of the cost of construction, then Consultant may be required to modify the plans and specifications, any construction documents relating to the plans and specifications and Consultant's cost estimate. However, any estimates of construction costs prepared by Consultant for City with respect to this project represent Consultant's best judgment as a professional familiar with the construction industry. It is recognized further that Consultant has no control over the cost of labor, materials or equipment, over the construction subcontractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices for the construction of this project will not vary from City's project budget or from any estimate of construction costs or evaluation prepared or agreed to by Consultant.

16 14. <u>AMENDMENT</u>. This Agreement, including all Exhibits, shall not be 17 amended, nor any provision or breach waived, except in writing signed by the parties 18 which expressly refers to this Agreement.

19 15. <u>LAW</u>. This Agreement shall be governed by and construed pursuant 20 to the laws of the State of California (except those provisions of California law pertaining 21 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and 22 regulations of and obtain all permits, licenses, and certificates required by all federal, 23 state and local governmental authorities.

24 16. <u>ENTIRE AGREEMENT</u>. This Agreement, including all Exhibits,
25 constitutes the entire understanding between the parties and supersedes all other
26 agreements, oral or written, with respect to the subject matter in this Agreement.

INDEMNITY. Consultant shall, with respect to services performed in
 connection with this Agreement, indemnify and hold harmless the City, its Boards,

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Commissions, and their officials, employees and agents (collectively in this Section, 1 2 "City") from and against any and all liability, claims, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including attorney's fees, court 3 4 costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims 5 include allegations and include Claims for property damage, personal injury or death arising in whole or in part from any negligent act or omission of Consultant, its officers, 6 employees, agents, sub-consultants, or anyone under Consultant's control (collectively 7 "Indemnitor"); recklessness; and willful misconduct. Independent of the duty to 8 9 indemnify, but only to the extent permitted by law and specifically by Civil Code Section 10 2782.8, and as a free-standing duty on the part of Consultant, Consultant shall defend 11 City and shall continue this defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on 12 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall 13 notify the City of any Claim within ten (10) days. Likewise, City shall notify Consultant of 14 any Claim, shall tender the defense of the Claim to Consultant, and shall assist 15 16 Consultant, as may be reasonably requested, in the defense.

18. <u>AMBIGUITY</u>. In the event of any conflict or ambiguity between this
Agreement and any Exhibit, the provisions of this Agreement shall govern.

19 19. <u>COSTS</u>. If there is any legal proceeding between the parties to 20 enforce or interpret this Agreement or to protect or establish any rights or remedies under 21 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

### 20. NONDISCRIMINATION.

A. In connection with performance of this Agreement and subject to applicable rules and regulations, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. These actions

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shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

# 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

COVENANT AGAINST CONTINGENT FEES. Consultant warrants 23. 11 that Consultant has not employed or retained any entity or person to solicit or obtain this 12 13 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee, commission, or other monies based on or from the award of this Agreement. If 14 15 Consultant breaches this warranty, City shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct 16 from payments due under this Agreement or otherwise recover the full amount of the fee, 17 18 commission, or other monies.

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

24 25. <u>CONTINUATION</u>. Termination or expiration of this Agreement shall 25 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 26 17, 19, 22, and 28 prior to termination or expiration of this Agreement.

26. <u>TAX REPORTING</u>. As required by federal and state law, City is 28 obligated to and will report the payment of compensation to Consultant on Form 1099-

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Misc. Consultant shall be solely responsible for payment of all federal and state taxes 1 resulting from payments under this Agreement. Consultant's Employer Identification 2 3 Number is If Consultant has a Social Security Number rather than an Employer Identification Number, then Consultant shall submit that Social Security 4 5 Number in writing to City's Accounts Payable, Department of Financial Management. Consultant acknowledges and agrees that City has no obligation to pay Consultant until 6 7 Consultant provides one of these numbers.

8 27. ADVERTISING. Consultant shall not use the name of City, its officials or employees in any advertising or solicitation for business or as a reference, 9 10 without the prior approval of the City Manager or designee.

11 28. AUDIT. City shall have the right at all reasonable times during the 12 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 13 14 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.

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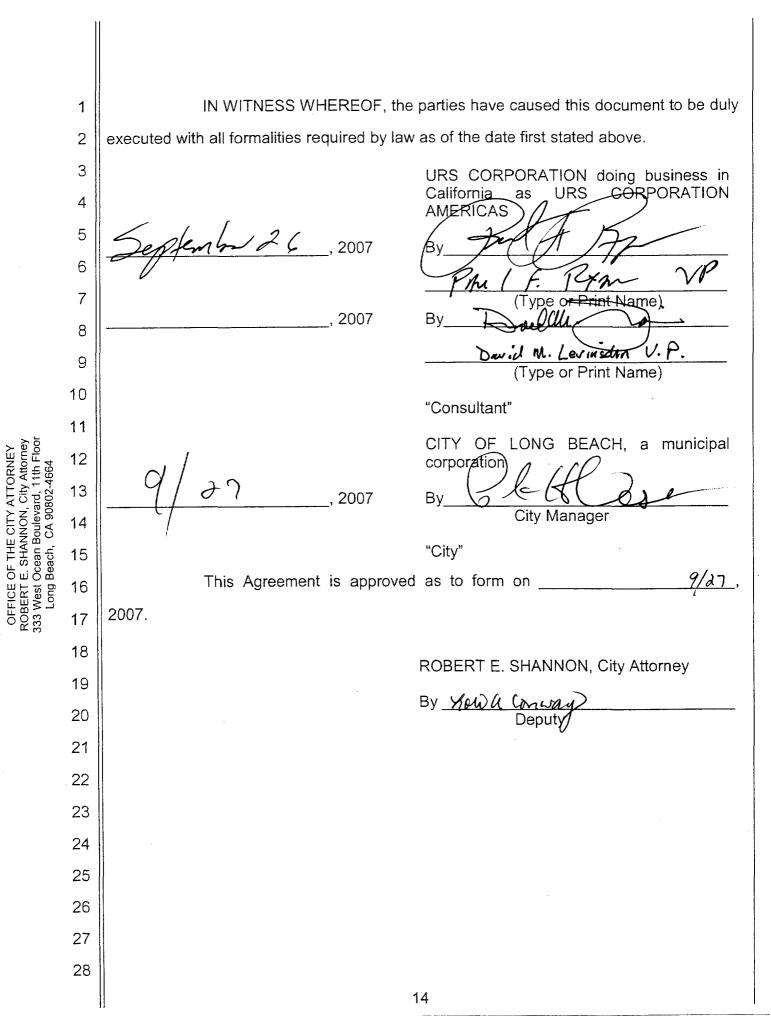
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# EXHIBIT A

# SCOPE OF WORK

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# URS

September 18, 2007

Mr. Abdollah Ansari Manager Traffic and Transportation Bureau Department of Public Works 333 W. Ocean Blvd. Long Beach, CA 90802

Re: I-710 Shoemaker Bridge PID and PA/ED Proposal

Dear Abdollah:

Enclosed is our revised proposal to provide services to the City to produce a Project Initiation Document, Project Report and Environmental Document for the Shoemaker Bridge and associated ramps. This revised proposal responds to discussions with City staff at our meeting of September 13<sup>th</sup>.

We continue to look forward to the opportunity to provide these services to the City. If you have any questions regarding the enclosed material, please do not hesitate to contact me.

Sincerely, URS Corporation

Ife

Lee Saage, PE Vice President

Enclosures

URS Corporation 2020 East First Street, Suite 400 Santa Ana, CA 92705 Tel: 714.835.6886 Fax: 714.667.7147

## PROPOSAL TO:

## THE CITY OF LONG BEACH

# I-710 EARLY ACTION PROJECTS SHOEMAKER BRIDGE AND RAMPS

# TO PREPARE A PROJECT INITIATION DOCUMENT (PID) AND PROJECT APPROVAL/ENVIRONMENTAL DOCUMENT (PA/ED)

## (REVISED)

SUBMITTED BY: URS CORPORATION IN ASSOCIATION WITH LSA ASSOCIATES ITERIS, INC. DSO

September 18, 2007

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# City of Long Beach I-710 Early Action Project Shoemaker Bridge and Ramps PID & PA/ED Proposal

#### **ENGINEERING WORK SCOPE**

#### **KEY ASSUMPTIONS**

**a. Project Phases:** The scope of engineering services will be conducted in two phases: Project Initiation and Project Approval. Tasks and work products will follow project development guidelines published by Caltrans. The primary engineering documents for these two phases will include:

- Project Initiation: Project Study Report Project Development Support (PSR-PDS)
- Project Approval: Project Report

The content and format of these reports will follow guidance provided in the Caltrans' Project Development Procedures Manual (PDPM). The following assumptions and scope of engineering services must be agreed to in advance by reviewing agencies, as the associated effort is reflected in the proposed budget.

**b.** Degree of Caltrans review and oversight: Since the project includes federal funding, Caltrans will be involved in a review/approval role pursuant to the NEPA delegation MOU between Caltrans and FHWA that went into effect on July 1, 2007. Both primary engineering documents, as well as supporting documents, will require review and approval by Caltrans.

c. Schedule and amount of review time: To meet the City's desired schedule for the project initiation phase, the following is needed:

- Notice to proceed from the City is required by 10/5/07.
- The schedule and approach needs Caltrans' concurrence
- The PSR-PDS will need to be reviewed *concurrently* by the City and Caltrans within 21 days of submittal. Active participation by the City and Caltrans is needed prior to and following the review period to resolve items required for Caltrans' approval of the Final PSR-PDS.
- To meet the proposed Project Approval Phase schedule, all engineering reports/deliverables will need to be reviewed *concurrently* by the City and Caltrans within 30 days of submittal.

d. Number of alternatives to be developed: The number alternatives to be developed are described by phase as follows:

- Project Initiation: One build alternative and the no-build alternative will be addressed in the PSR-PDS. The build alternative will establish the project study area and be based upon the I-710 southern terminus area alignments described as part of the I-710 Major Corridor Study (Final Report) and the subsequent development of the Hybrid design concept of the I-710.
- Project Approval: A second build alternative will be developed in addition to those described in the project initiation phase. This alternative will identify alignment variations needed to address potential impacts or opportunities within the project study area.

#### 100.05 - Project Management

**Objective**: To effectively manage the resources and activities of the project team necessary to complete the Project Initiation Document (PID) and the Project Approval and Environmental Documents (PA/ED).

Work Approach / Sub-Tasks: The URS Team will hold an introductory meeting with the City's Project Team within 7 calendar days of receiving Notice to Proceed.

The URS Team will develop a project schedule showing both critical path and logic network. This schedule will identify all PID and PA/ED activities and milestones, including the associated engineering and environmental tasks. The overall schedule will be submitted to the City within 15 working days of the introductory meeting. This schedule will be reviewed by the City and comments provided within the time required to validate the planning and cost control procedures within the first calendar month of the contract performance period.

The URS Project Manager and Task Managers, as needed, will meet with the City's Project Team monthly for the duration of the project. These monthly Progress Meetings will discuss work progress, plans for the next period, potential problems and their solution and other project issues. The URS Team will develop agendas for these meetings, in consultation with the City of Long Beach Project Manager, and distribute them to the meeting attendees three days prior to each meeting. The URS Team will also prepare meeting minutes and distribute them within seven days after each meeting.

The URS Team will submit a project Work Plan, which will detail the project scope, schedule, milestones, and costs.

The URS Team will develop and maintain one set of project files. The URS Team will update the project files on a monthly basis.

#### **Deliverables:**

- Project Schedule and schedule updates;
- Progress Meeting Agendas and Minutes;
- Project Work Plan;
- Monthly Progress Reports and Invoices
- Attendance at Project Meetings up to a limit of 180 hours over the duration of the project.

#### **PROJECT INITIATION PHASE**

#### 150.05 - Project/Problem Definition

**Objective:** This task includes a review of the information assembled and developed by the City of Long Beach, as well as the results of the I-710 Major Corridor Study (Final Report) and the subsequent development of the Hybrid design concept of the I-710. It is comprised of several sub-tasks whose collective objective is to bring together the relevant data and previous engineering work performed to date within the Project area. Through the performance of these sub-tasks, we will identify where existing data needs further work or if new data needs to be collected. Upon data collection and completion of the scoping matrix, deficiencies will be identified and a preliminary purpose and need statement will be developed.

#### Work Approach / Sub-Tasks:

- Review previous studies and available documentation
- Conduct initial project site visits and field review
- Collect roadway, structure, and utility as-builts
- Obtain parcel data and create right of way data base
- Create a preliminary base map consisting of aerial photography, as-built, and parcel data
- Collect traffic data
- Assess existing conditions and develop a summary assessment
- Complete a Design Scoping Index per Caltrans Project Development Procedures Manual, Appendix L, Chapter 6, Article 2
- Develop a preliminary purpose and need statement

#### **Deliverables:**

- Project Base Map
- Design Scoping Index
- Existing Conditions Assessment Summary
- Preliminary purpose and need statement

#### 150.10 – Develop Alternatives

**Objective:** To establish a reasonable study area for alternative development. This will entail developing the applicable elements of the southern terminus of I-710 Hybrid design as a separate project. Alternatives will consist of a "No-Build" alternative and one "Build" alternative. The applicable elements of the "Build" alternative include the roadway improvements east of the Los Angeles River, the Shoemaker Bridge over the Los Angeles River, and northbound and southbound connections to the existing I-710 freeway. The level of engineering effort will be limited to the following subtasks.

#### Work Approach / Sub-Tasks:

- Development of conceptual geometrics to include layout, profiles, and typical sections for the following alignments:
  - Shoreline Drive
  - o Ocean Blvd Exit Ramp

- o Broadway Exit Ramp
- o Broadway(3rd St) Entrance Ramp
- o 6<sup>th</sup> Street Exit Ramp
- o 7<sup>th</sup> Street Entrance Ramp
- Development of proposed design standards to include:
  - o Reviewing and refining the parameters identified in the Design Scoping Index
  - o Addressing Caltrans Design Checklist (Design Information Bulletin No. 78) items
  - Identifying and describing mandatory and advisory non-standard features commensurate to the level of geometric development. No fact sheets will be developed
- Traffic Study
  - o Review and analyze Traffic Studies and Projections previously developed for the local area
  - o Obtain new intersection traffic counts within the study area.
  - o Provide Existing Condition Analysis of Interchange/ Ramps and Intersections
  - Develop specific Future Conditions for Traffic Model Input –Downtown Changes/ World Trade Center, etc./ Port Changes such as Pier B and Gerald Desmond Bridge
  - o Obtain Accident Data from Caltrans and the City
  - Review and observe conditions relating to the two schools, as well as the Caesar Chavez Park, and Shoreline Activities
  - o Prepare a Traffic Scoping Checklist for coordination with the City and Caltrans
- Structures Checklist
  - Consult with Caltrans Division of Engineering Services (DES) liaison engineer assigned to District 7 regarding format and content of the DES Scoping Checklist
  - Prepare the DES Scoping Checklist for the Shoemaker Bridge replacement
- Solicit and document local and regional agency input. This will be limited to coordination with the City of Long Beach to characterize current and future land use within the project study area and the benefits and impacts associated with the project alternatives
- Assessment of relevant project issues, constraints, and impacts. This will consist of obtaining and summarizing:
  - Available existing materials information, such as geotechnical, soil, and foundation performance data
  - o Identification of existing planting and irrigation facilities within the affected study area
  - o Identification of roadside conditions and deficiencies

#### Deliverables:

- Drawings (build alternative only)
  - o Typical sections for interchange ramps and major arterial streets
  - 1"=100' scale (at full size) geometric layout of street and interchange ramp improvements

- 1"= 10' scale (at full size) vertical profile design of street improvements and interchange ramp improvements
- Design Checklist
- Traffic Scoping Checklist
- DES Checklist
- Summary Assessments

#### 150.15 – Analyze Alternatives

**Objective:** To determine the nature and extent of project impacts on adjacent properties, existing utilities, traffic circulation, and environmental resources (See 150.20).

#### Work Approach / Sub-Tasks:

The following documents will be developed for inclusion in the PSR-PDS:

- Preliminary Right of Way Data Sheet The number, type, and approximate area of impact will be tabulated and characterized
- Utility Information Sheet Utilities potentially affected by the project will be identified and the nature and extent of the conflict will be characterized
- Cost Estimates will be developed based upon measurable project features, current unit cost data, and planning level cost factors

#### Deliverables:

- Preliminary Right of Way Data Sheet
- Utility Information Sheet
- Cost Estimates

#### 150.20 – Environmental Evaluation

Objective: To prepare a preliminary evaluation to support the PID.

Sub Tasks: This task includes preparation of the Draft and Final Preliminary Environmental Study (PES) based on the data provided by the City and information gathered during a site visit. The PES will assist in the scoping of the environmental document and verify the level of environmental documentation needed for the proposed project. The PES will be prepared per the requirements of Chapter 6 of the Caltrans Local Assistance Procedures Manual (LAPM) and the Caltrans Standard Environmental Reference web page. The completed PES form will include both the PES Checklist (Parts A and B) and typed responses to the checklist questions to support the conclusions in the PES. The Draft PES will be discussed at the field meeting (if any) with the project engineer, the City, and Caltrans.

The final PES will be prepared based on comments from the field meeting (if any) and the Draft Final PES will be submitted to the City and Caltrans for review. Following Caltrans review, the PES will be revised per Caltrans comments and the PES will be submitted to Caltrans for signature and approval. The Final signed PES will be distributed to the City, the project engineer, and Caltrans.

**Deliverables:** Draft and Final PES Forms (10 copies of each)

#### 150.25 – Prepare PID

**Objective:** To prepare and circulate for approval a project initiation document, namely a Project Study Report – (Project Development Support) (PSR-PDS), in accordance with Caltrans Project Development Procedures Manual, Appendix L.

Work Approach / Sub-Tasks:

- Prepare Draft PSR-PDS for Agency circulation and review
- Receive and respond to agency comments. Obtain resolution of comments from City of Long Beach and Caltrans prior to final submission of the PSR-PDS
- Submit Final PSR-PDS for agency signature

#### Deliverables:

- Draft PSR-PDS (20 printed copies and 2 CDs with scanned (pdf) file(s))
- Final PSR-PDS (20 printed copies and 2 CDs with scanned (pdf) file(s))

#### PROJECT APPROVAL / ENVIRONMENTAL DOCUMENTATION PHASE

#### 160.05 - Review and Update Project Alternatives and Obtain Additional Information

**Objective:** This overall task includes identification and collection of additional information needed to advance the Project into the PA/ED phase. Before proceeding with the PA/ED tasks, the number and character of alternatives will be confirmed for further development and evaluation. In addition to the I-710 Hybrid design configuration, one comparable design configuration will be advanced as a 2<sup>nd</sup> build alternative. The 2<sup>nd</sup> configuration will consider an alternate alignment to Shoreline Drive/Shoemaker Bridge and associated ramp and freeway connections. The 2<sup>nd</sup> build alternative will conform to the project study area established during the PID phase.

#### Work Approach / Sub-Tasks:

- Identify any additional existing studies that may be required during engineering Project Report development;
- Conduct additional field review, as necessary
- Obtain and Review Existing Geotechnical Information (160.05.10). Subtasks include:
  - Gathering existing subsurface information, identifying geologic and geotechnical constraints, assessing variations in soil, groundwater and bedrock conditions along the alignment
  - Preparing a Geotechnical Information Report. This report will address geologic/geotechnical site characteristics which will include soil types, groundwater levels, faults, seismicity and depth to bedrock. Existing information will be reviewed with respect to assessing soil liquefaction, feasibility of retaining wall types, and foundations for structures. Other issues with respect to stability of embankments, slopes and pavement issues will also be addressed. The need for additional geotechnical/geologic studies to be accomplished during final design will be assessed.
- Obtain and Review Existing Materials Information (160.05.15). Subtasks include:
  - Coordination with the environmental work as it relates to a Materials Review for the project study area to identify potential problem areas
  - Coordination with the City of Long Beach, the Caltrans Materials Unit and the Caltrans Maintenance staff as appropriate to provide input on historical problem areas within the project study area
  - o Mapping the known problem areas within the project study area
  - o Preparing a Materials Information Report
- Review Traffic Data and Forecasts (160.05.20). Subtasks include:
  - Review and analyze the traffic studies and projections previously developed and prepared in context with both the Port changes and downtown redevelopment
  - Refine socio-economic data (SED) model input and roadway network changes not a part of this proposed project, but which have a bearing on the access to downtown Long Beach, the Port, and the possible Queen Mary redevelopment. This will be accomplished either by inputs in SED information to traffic analysis zones (TAZs) or by providing a more refined traffic model network and smaller TAZs to allow the traffic model to better reflect downtown roadway connections to the I-710

- Update Base Mapping (160.10.20). Subtasks include:
  - Integrate aerial topographic mapping developed for the 1-710 Corridor Project in base map files
  - Integrate right of way and utility data obtained for the I-710 Corridor Project in the base map files

#### **Deliverables:**

- Geotechnical Information Report
- Materials Information Report
- Updated Project Base Map
- Data and information to support traffic modeling

#### 160.10 – Conduct Engineering Studies

**Objective:** To develop alternatives (2) to a level of detail sufficient to assess impacts, perform environmental evaluation and screening, and prepare estimates of probable cost where applicable. The level of engineering effort for each alternative is inherent to the proposed action itself and ranges from qualitative and quantitative analysis. As such, the extent of plan development for each alternative will be completed to a level of design sufficient for equal environmental evaluation. Construction phasing and constructability reviews will be performed for those alternatives where detours need to be considered as part of the impacts assessment or where the phasing methodology of an alternative needs to be verified.

#### Work Approach / Sub-Tasks:

- <u>Prepare Geometric Plans for Project Alternatives and Construction Staging and Engineering</u> <u>Analysis (160.10.15)</u>. The limits for build alternatives will be defined by the PID. For the purpose of this Scope of Work it will be assumed that the build alternatives will be developed in accordance with the tasks described below:
  - Preparation of geometric design plans, including horizontal and vertical alignment, typical sections, cross sections (working sections only), and conceptual construction phasing plans
  - Coordination with environmental staff to determine if there are any construction staging conflicts with environmentally sensitive areas or resource agency (Army Corps of Engineers, California Department of Fish and Game, US Fish and Wildlife Services, and the Los Angeles County Flood Control District) permits/conditions, etc.
  - Modify geometric plans, if necessary, in response to mitigation measures necessary for utility lines and facility impacts as shown in geometric plans
  - Preparation of summary report to summarize key decisions and the engineering work performed under this task that supports the proposed alternative development
- <u>Perform Value Analysis (160.10.23)</u>. As part of the I-710 Corridor Project Value Analysis Study, assign one additional senior project engineer on a full time basis to conduct a value analysis, per Caltrans' PDPM guidance, over a two-week period and prepare the VA Report
- <u>Perform Hydraulics/Hydrology Studies (160.10.25)</u>. This will entail a preliminary analysis with results summarized in a hydrology report. With the exception of the Los Angeles River, no hydraulic analysis will be done during this phase. The Hydrology report will address the following:
  - o Determine and quantify existing runoff within existing right-of-way

- o Determine and quantify proposed runoff within proposed right-of-way
- o Identification and proposed locations of design discharges

To assess hydraulic impacts to the Los Angeles River, a separate report will be prepared and address the following:

- Existing flood levels and profiles in the area impacted by the Shoemaker Bridge replacement, as provided by the Corps of Engineers
- Impacts and mitigation measures to river flood levels of intrusion and identify mitigation to avoid increasing the flood level in the river
- Methodology and calculations, utilizing HEC-RAS, to support analysis and submit Hydraulics Report to the Corps and LACFCD
- o Review and incorporate relevant results of 165.10.60
- Prepare PR Phase Draft Storm Water Data Report (SWDR) with checklists to support selection of design pollution prevention BMPs, construction site BMPs, and treatment BMPs. An update to the SWDR will be conducted as part of Task 180.05
- Develop Highway Planting Design Concepts (160.10.30) This will entail development of a summary report with planting concept plans and include the following subtasks:
  - Determine and characterize existing landscaping areas within existing right-of-way. Areas will be identified utilizing base maps
  - Determine and characterize available landscaping areas within proposed right-of-way. Areas
     will be identified utilizing locally preferred alternative design and corresponding right-of-way footprint
  - Prepare up to two landscape concepts for project areas suitable for vegetation based upon one build alternative.
- <u>Perform Traffic Operational Analysis (160.10.35)</u>. This will entail development of the Traffic Model which will be used to define future traffic conditions during Peak traffic conditions as well as some off-peak conditions (the Port and Downtown areas have different traffic peaking conditions). The following subtasks include:
  - Provide Future No-build traffic volumes for all of the key roadways in the project area, as well as Future build volumes for up to 2 build alternatives for the future year condition
  - o Provide an analysis of each of the approximately 15 intersections, 13 ramp terminus locations, and major merge-weave locations on the main line for No-Build, and up to two build conditions, utilizing the modeled traffic volumes. The analysis will be conducted utilizing Synchro for intersections and Caltrans methodology for mainline and ramp diverge/merge or weave movements
  - Refine the geometrics, if necessary to further optimize traffic operations, reduce cost, improve park or school access, or to improve connection to downtown
  - Evaluate the proposed connection at the I-710/ Downtown diverge to demonstrate access to the Gerald Desmond Bridge and Queen Mary is not diminished
  - o Refine traffic operations analysis to reflect geometric changes
  - Compare existing accident rates with those projected at similar facilities built to full standards
  - o Prepare a Traffic Operations Report

- <u>Review and Update Right-of-Way Data Sheet (160.10.40)</u>. The right of way data sheet will be updated and a Right of Way Impact Report with reduced plans will be developed. This will entail the following subtasks:
  - The limits of construction developed as part of geometric plan development will be used to preliminarily assess the impacts to adjacent properties for each alternative. This assessment will be sufficient to conduct comparative environmental evaluation
  - Based upon one build alternative, the extent of the right-of-way impacts will be delineated on the geometric layouts. Conceptual construction staging for one build strategy will serve as the basis for identifying and delineating temporary construction easements. Identification and delineation of drainage easements will be based on conceptual drainage alignments and sections of affected off-site facilities
  - Prepare estimate of costs of right-of-way impacts
- <u>Assess Utility Impacts (160.10.45)</u>. A Utility Relocation and Impact Report will be developed and entail the following subtasks:
  - Concurrent with base map development, record drawings and information for the potentially affected utilities within the project limits will be requested from the utility owners
  - Record drawings will be field verified
  - Utility alignments and facility type will be added to project base maps
  - The limits of construction will be used to assess the impacts to utilities
  - Utility coordination will include reviewing existing utility agreements between City of Long Beach, Caltrans, and utility owners for any utilities located within City or State right-of-way to verify responsibility for relocation costs; attending or conducting up to 5 meetings with utility companies to determine mitigation measures to relocate or reconstruct facilities; and establishing and maintaining a utility contact person list for the project
- <u>Prepare/Update Materials Information for the Engineering Project Report (160.10.75)</u>. The subject report will be updated to include an evaluation of subgrade material, based upon available record data and the corresponding materials required for pavement material and identification of laboratory testing needs to assess suitability of existing subgrade or any import (R-value, expansion, gradation). Field exploration and laboratory testing is presumed to be by others, no testing will be performed as part of these services.
- <u>Prepare Structures Advanced Planning Studies (160.10.85)</u>. Advance Planning Studies (APS) for 7 bridges will be prepared. A 2<sup>nd</sup> APS will be prepared for the Shoemaker Bridge over the Los Angeles River, to consider a "signature" bridge type. All will be replacement structures (no widenings of existing bridges assumed at this time). It is assumed that APSs will not be needed for retaining walls, sound walls or culvert extensions. However, approximate cost estimates will be prepared for the non-standard retaining walls.

Following is a list of the bridges to be studied:

- 1 W. Broadway over Golden Ave (Replace)
- 2 6<sup>th</sup> St Off-ramp over Shoreline Dr (Replace)
- 3 Shoemaker Bridge over Los Angeles River (Replace)
- 4 Shoemaker Bridge over I-710 (Replace)
- 5&6 9th St OC over I-710 2 structures (Replace)
- 7 10th St viaduct over I-710 (Replace)

#### **Deliverables:**

- Design Plans for two (2) build alternatives:
  - o Typical sections for interchange ramps and major arterial streets
  - o 1"=100' scale (at full size) geometric layout of street and interchange ramp improvements
  - 1"= 10' scale (at full size) vertical profile design of street improvements and interchange ramp improvements
  - Street and ramp cross sections (working sections only CAD file)
  - Conceptual construction staging plans
- Reports and Studies:
  - o Alternative Development Summary Report
  - o Value Analysis Report
  - o Hydrology report
  - Hydraulics Report for Los Angeles River impacts
  - o Storm Water Data Report
  - o Planting Design Summary Report
  - o Traffic Operations Report/Alternatives Analysis Report
  - o Right-of-Way Data Sheet & Right of Way Impact Report
  - o Utility Relocation and Impact Report
  - o Supplemental Materials Information Report
  - o Advance Planning Studies

#### 160.15 - Prepare Draft Engineering Project Report and Fact Sheets

**Objective:** The Draft Engineering Project Report provides the comprehensive engineering documentation for the development of alternatives and the selected preferred alternative. The initial draft will be submitted to the City for review and comment prior to submittal to other agencies.

#### Work Approach / Sub-Tasks:

- <u>Prepare Cost Estimates for Alternatives (160.15.05).</u> Update cost estimates and utilize current engineering design information to provide more detailed and updated quantities for the determination of project costs
- <u>Prepare Fact Sheet for Exceptions to Design Standards (160.15.10)</u>. Fact Sheet Exceptions to Mandatory and Advisory Design Standards will be prepared to identify geometric design elements that do not meet Caltrans highway design standards. Exceptions to mandatory design standards for federally funded projects must receive a formal variance approval and need to be outlined as part of the environmental documentation process
- Prepare Draft Project Report. Report preparation will utilize guidance from Caltrans' Project Development Procedures Manual (PDPM), Chapter 10, Section 5. The Draft Engineering Project Report provides the comprehensive engineering documentation for the development of alternatives and the selected preferred alternative. The initial draft will be submitted to the City of Long Beach for review and comment prior to distribution to other agencies

#### Deliverables:

- Cost Estimates
- Fact sheets (Locally Preferred Alternative only)
- Draft Engineering Project Report

#### 180.05 - Update Draft Engineering Project Report

**Objective:** Update of the Draft engineering Project Report (originally developed under WBS 160.15) will include the selection of the Preferred Alternative and revisions to the estimates of probable construction cost.

#### Work Approach / Sub-Tasks:

- Update the engineering design elements of the project as agreed upon with the City of Long Beach. Any changes at this stage of the project process may have other implications to other disciplines within the project team and these "downstream" effects need to be understood by all parties before the work begins. Once the design elements are finalized, the supporting documentation and reports will be modified to account for changes in design
- Prepare Draft Final Project Report for circulation and comments. Receive and respond to agency comments. Obtain resolution of comments from the City of Long Beach and Caltrans prior to final submission
- Prepare Final Project Report

#### **Deliverables:**

- Draft Final Project Report
- Final Project Report

#### ENVIRONMENTAL WORK SCOPE

#### **KEY ASSUMPTIONS:**

a. Type of environmental document and Schedule: The anticipated document is expecting to be an Initial Study (IS) leading to a Mitigated Negative Declaration (MND) for CEQA and an Environmental Assessment (EA) leading to a Finding of No Significant Impact (FONSI) under NEPA. A realistic aggressive schedule is 24 months from Notice to Proceed to FONSI approval (typical time is 36 months).

**b.** Degree of Caltrans review and oversight: Since the project includes federal funding, Caltrans will be involved in a review/approval role pursuant to the NEPA delegation MOU between Caltrans and FHWA that went into effect on July 1, 2007.

c. Amount of review time: To meet the City's desired schedule, all environmental reports/deliverables will need to be reviewed *concurrently* by the City and Caltrans within 30 days.

d. Number of alternatives to be studied: Refer to alternatives assumptions described above for engineering.

e. Displacements: No displacements of homes or businesses will be required, but transfers of land between the City and the State will be required.

f. Permits: The MND/FONSI can be used to support future permit approvals from federal and state regulatory agencies such as the U.S. Army Corps of Engineers, California Department of Fish and Game, and the California Coastal Commission.

g. Logical Termini/Independent Utility: Assumes that Caltrans (and/or FHWA) will agree that project has logical termini and independent utility.

#### Tasks

#### 165.00 Public Involvement (Environmental)

**Objective:** Develop a meaningful public involvement process to actively engage key community groups and stakeholders in the project development process.

Work Approach: The URS Team has developed five distinct tasks for the public involvement process, as described below:

#### 1. <u>Meetings with City Council-members</u>

DSO, as part of the URS Team, will meet with members of the Long Beach City Council in the impacted area. The purpose of these meetings will be to educate each council member of the project. The meetings will also allow for each council member to give us their viewpoints and suggestions for a successful project. The council member may also give us insight as to who we should meet within their districts to ensure that we proactively address any issues or community concerns. The City Council members that we will meet with are as follows:

#### Long Beach City Council

Bonnie Lowenthal, Council member, District 1 Suja Lowenthal, Council member, District 2 Tonia Reyes Uranga, Council member, District 7

#### Deliverables:

Meetings with members of the Long Beach City Council. Assessment from each council member regarding their viewpoint of the project. Leads for meetings with community stakeholders.

#### 2. One on One Meetings with Key Stakeholders

After compiling a list of key stakeholders in Long Beach, DSO will schedule and conduct a minimum of 30 one on one meetings. The purpose of these meetings will be to introduce the project to each stakeholder individually and to obtain their input and suggestions about the proposed project.

**Deliverables:** 30 meetings with key Long Beach leaders. Gathering of key suggestions, ideas and questions from Long Beach leaders regarding the project.

#### 3. Group Presentations

DSO will schedule and conduct at least 20 group presentations in the project target area. The purpose of the group presentations will be to educate and inform meeting participants about the project and to further gain input and suggestions. The group presentations will also give us an opportunity to identify supporters for the project and to build good will in the community. Many stakeholders may not recollect the project, and these meetings will help to reposition the project and distinguish it from the overall I-710 project.

The target stakeholders for group presentations will include:

- Homeowner and Neighborhood Associations
- Civic Groups
- Chambers of Commerce and other Business Groups
- Ethnic organizations (Long Beach is very diverse community with many ethnic groups)
- Religious and Faith Based Organizations
- Non-profit Organizations
- City Agencies and Bureaus

**Deliverables:** 20 small group presentations throughout Long Beach to educate residents about the project.

#### 4. Large Community Meetings

After completion of the 20 group presentations, DSO will conduct several large community meetings. The meetings will take place in the project target area. DSO will publicize the meetings by coordinating with all the aforementioned stakeholder groups, conducting grassroots outreach such as flyer drop offs at key sites, phoning neighborhood leaders to encourage them to attend the meeting, and conducting door to door canvassing. DSO will utilize these efforts to educate constituents about the project. We anticipate at least 100 people to attend each meeting. The meetings will create a sense of the project being "a good project for Long Beach" and will help garner support for moving forward with the project.

**Deliverables:** 2 large community meetings with hundreds of people in attendance. Positioning of the project in positive light amongst the community and Long Beach leadership

#### 5. Project Community Advisory Committee

DSO proposes to form a Community Advisory Committee (CAC) for the project.

The CAC members will be from a cross segment of community stakeholders who will serve on the committee on a volunteer basis. They will be comprised of stakeholders identified through the initial outreach process and multiple public meetings.

The CAC process will help to address concerns and also give the public a role in the development of the design of alternatives and in the environmental process. The CAC process will develop community ownership and community consensus for the project. The CAC will be asked to meet on a monthly basis while the project moves forward.

Deliverables: 20 CAC meetings

#### 6. Project Website

DSO will work with the project team to develop a website for the project. The website will be developed in a bilingual format, in English and Spanish, to allow for the Spanish speaking community members in the project site radius to learn more about the project. The website will contain the following pages:

1) Welcome page - This page will provide a welcome and overview of the project

Project FACTS – This page will be a more detailed description of the project, including how the project was formulated, a timeline for the project, and how the public can get involved.
 Feedback page – this page will allow the public to provide comments about the project. We can tailor this page to include email settings, so the public can email us, and a list server, so the public can respond to posting from the project team—such as meeting announcements, etc.
 Environmental Review information—this page can use for publishing information regarding the EIR process including NOP/NOI documents, meetings announcements, information about alternatives, and any other information related to the environmental review process.

Deliverables: project website updated monthly

#### Tasks

#### 165.05 Perform Scoping and Select Alternatives

**Objective:** Develop a meaningful public and agency scoping process in coordination with the City and Caltrans consistent with the latest requirements of SAFETEA-LU.

**Work Approach:** The URS Team will work closely with the City to develop the documentation necessary to initiate the scoping process, particularly the written notification of initiation of studies. At the conclusion of the scoping process, the URS Team will prepare a comprehensive Scoping Summary Report that documents the scoping process itself and provides a thorough discussion of the issues raised during scoping.

#### **Deliverables:**

- Initiation of Environmental Studies Notification
- Prepare for and conduct environmental scoping meetings (1 agency and 1 public meeting)
- Documentation of minutes, records of meetings, newsletters, press materials, and public participation reports for meetings and other public participation activities
- Project mailing list for formal notification purposes
- Scoping Summary Report (10 copies)

#### 165.10/165.15/165.20/165.25 Perform Environmental Studies

The technical studies described below are based upon the URS Team's review of the project site and experience on similar projects; the final scope of studies will be determined based upon the approved *PES form* (Refer to PID Task 150.20). The traffic study prepared for the Project Report will be used for the environmental document as well (Task 160.10.35).

#### 165.10.15 Community Impact Assessment,

**Objective:** The purpose of this task is to provide a comprehensive assessment of community impacts to ensure full disclosure of potential effects to the public and the stakeholder agencies.

**Work Approach:** The ClA will be prepared in accordance with the guidelines found in the FHWA Technical Advisory T6640.8A (Guidance for Preparing and Processing Environmental and Section 4(f) Documents, October 30, 1987) and the Caltrans Community Impact Assessment Handbook (June 1997). The ClA allows for a community's concerns (mobility, safety, employment effects, relocation, isolation, etc.) to be addressed in transportation decision making (source:

http://www.ciatrans.net/ciabackground.html). A windshield survey will be conducted initially to determine the affected socioeconomic environment (study area) for the proposed action, which may differ from the study areas of other environmental parameters. The study area will be reviewed with the City and Caltrans, utilizing the boundaries and locations of local jurisdictions, community facilities, school districts, census tracts, and community planning areas. After the study area has been agreed upon by the participating agencies, the following socioeconomic topics will be evaluated in the CIA for each of the alternatives under consideration. Land Use Impacts and Growth Inducement, Economic Impacts, Social Impacts, Environmental Justice, Relocation Impacts, and Farmland Impacts. Recommendations to avoid, minimize, or mitigate potential adverse socioeconomic impacts related to each topic will be identified in the CIA.

#### **Deliverables:**

• Draft and Final Community Impact Assessment, including GIS maps and data (10 copies of each)

#### 165.10.20 Visual Impact Assessment

Objective: The URS Team will provide a thorough and objective visual analysis of the proposed design alternatives to determine the visual impact on scenic resources within the project limits. This information will be important in the evaluation and understanding of the proposed design alternatives.

Work Approach: The Visual Impact Assessment will be conducted according to FHWA guidelines described in the publication Visual Impact Assessment of Highway Projects. Physical changes to the area as a result of the proposed project and the resulting change in appearance will be identified, documented, and assessed in terms of their visual impact. The area within the project limits will be field inventoried and documented. This information will serve as the visual setting of the project and the baseline condition against which changes in appearance and potential visual impacts will be determined. Field studies will also determine potentially affected viewer groups within and near the project limits. Photorealistic visual simulations showing the project alternatives in its completed state will be prepared from determined separate viewpoints. The locations of the viewpoints will be reviewed with the City and Caltrans. The photo simulations will show the proposed project including proposed design and changes to the existing site. The simulated appearance of the proposed project will be compared to baseline photographs taken from the same locations and to the baseline inventory data. This information will be used to assess the potential visual impacts of the project including any blocking or disruption of scenic views or vistas, damage or removal of any recognized scenic resources, substantially altered visual quality or visual character within the project limits, or creation of a substantial new source of light or glare.

#### **Deliverables:**

• Draft and Final Visual Impact Assessment, (10 copies of each)

#### 165.10.25 Noise Study

**Objective:** Provide a comprehensive technical evaluation of the potential of the project (including the various alignment and modal alternatives) to result in adverse environmental noise and vibration effects. Provide an evaluation of potential need for noise abatement along with preliminary "feasible" and "reasonable" analyses.

Work Approach: The URS Team will prepare a Noise Impact Analysis that assesses the project's potential effects on existing and future noise conditions. We will review applicable City noise and land use compatibility criteria for the project area. Noise standards regulating noise impacts including Caltrans Noise Abatement Criteria (NAC) and standards included in the City Noise Element and Municipal Code noise ordinance will be discussed for land uses adjacent to the project. The areas with potential future noise impacts will be identified using land use information, aerial photographs, and field reconnaissance. A discussion of any existing sensitive uses in the project vicinity will be included. Existing roadway traffic noise will be calculated as a baseline condition, using traffic data included in the traffic study prepared for the Project Report for the proposed project. Future traffic noise impacts will be determined, also using traffic data included in the traffic study prepared for the Project Report for the proposed project. Noise abatement measures will be identified for consideration.

**Deliverables:** Draft and Final Noise Impact Analysis, (10 copies of each)

#### 165.10.30 Air Quality Study

**Objective:** Provide a comprehensive technical evaluation of the potential of the project (including the various alignment and modal alternatives) to result in adverse air quality effects, including an evaluation of Mobile Source Air Toxics (MSAT).

Work Approach: The URS Team will prepare an Air Quality Assessment for the project in accordance with the Caltrans Transportation Project Level Carbon Monoxide (CO) Protocol, the EPA's fugitive dust conformity rule, and South Coast Air Quality Management District's (SCAQMD) CEQA Handbook of air quality guidelines.

Traffic in the project area is expected to increase due to area growth with population expansion. There is also a possibility that some traffic currently utilizing other routes would be attracted to the roadway improvements. Carbon monoxide hot-spot analyses will be conducted based on the peak traffic hour along this road, and turn volumes projected at key affected intersections in the project vicinity that would be affected by the project.

LSA will evaluate the proposed project's impacts to long-term particulate matter concentrations (PM<sub>2.5</sub> and PM<sub>10</sub>) and mobile source air toxics (MSAT) using the Transportation Conformity Guidance for *Qualitative Hot-spot Analysis in PM<sub>2.5</sub> and PM<sub>10</sub> Nonattainment and Maintenance Areas* (EPA, March 2006) and the *Interim Guidelines on Air Toxic Analysis in NEPA Documents* (FHWA, February 2006).

Deliverables: Draft and Final Air Quality Assessment, (10 copies of each)

#### 165.10.35 Water Quality Assessment Report

**Objective:** To provide water quality and storm water analysis that will meet current Caltrans Statewide Stormwater Permit and local watershed requirements.

Work Approach: This task will involve the determination of existing water quality. The impact of this runoff and treatment facilities on local water quality, including the Los Angeles River, will be determined along with any additional mitigation measures. Current water quality objectives will be presented along

with any proposed requirements that may have a future impact on the project. Probable pollutants will be assessed based on available documentation concerning roadway expansion and usage, and, if found, site specific pollutants will also be discussed. We will also develop estimates of effectiveness for alternative drainage facilities and mitigation measures. If necessary, a suite of structural BMPs will be recommended.

Deliverables: Draft and Final Water Quality Assessment Report, (10 copies of each)

#### 165.10.37 Utilities and Emergency/Community Services

**Objective:** The IS/EA will identify existing public services and utilities in the project area, identifying service providers. The IS/EA will address and resolve potential conflicts on public services and utilities, as well as community and emergency facilities, resulting from the implementation of the project.

**Work Approach:** The URS Team will work with the City to obtain information regarding emergency and community facilities within the study area, including police and fire stations, schools, parks, and public utilities in the study area. Potential functional impacts to the utilities and public facilities will be analyzed to ensure their functions will not be impaired by the proposed project. Should any of these utilities and public facilities require relocation, their new location(s) will be determined based on consultation and agreement with affected utility companies and public agencies. The impacts to utilities as well as impacts resulting from their relocation will be presented in a "Utility Relocation Summary Report." Key relevant findings from that Report will be summarized in the IS/EA.

Deliverables: Draft and Final Utility Relocation Summary Report (10 copies of each)

#### 165.10.50 Hazardous Waste

**Objective:** To evaluate for the potential presence of hazardous waste within the right-of-way of the project prior to design and construction, so that work plan and liability issues can be established relating to site clean-up and construction impacts.

Work Approach: Our work approach involves conducting environmental investigations in general accordance with Chapter 10 of the Caltrans - Standard Environmental Reference (SER) Online Handbook and the procedures described in Caltrans Project Development Procedures Manual, Chapter 18-Hazardous Waste, Article 1-Policies, 7/1/99 for Initial Site Assessments (ISA). The purpose of the ISA study is to evaluate the potential presence of hazardous waste on-site. We will evaluate the potential for hazardous waste on-site resulting from current and/or historic land uses within the project area. Specifically, the ISA will consist of a focused regulatory agency database/records search and a review of historical information sources (e.g. historical aerial photographs, fire insurance maps, and historical topographic maps) to evaluate whether prior land uses have used or stored hazardous materials in the project area. Field reconnaissance will also be performed to document current property conditions and activities.

We will complete the IS Checklist, Caltrans Project Development Procedures Manual, Appendix DD-Hazardous Waste,7/1/99, detailing project information, including a site map and associated descriptive information regarding project features, project setting, regulatory agency information on the site, results of the field inspection, and additional information as necessary.

In summarizing the findings of the ISA, potential sites and their risk ranking will be identified. We will then complete an ISA Determination of potential hazardous waste involvement, as well as an explanation of any supplemental ISA work needed. If a potential hazardous waste is determined to exist on-site based on the results of the ISA, a Preliminary Site Investigation (PSI) may need to be conducted to better understand the nature and extent of chemical impact and the potential impact to construction. A contract amendment will be required to develop an appropriate scope and budget for any PSIs deemed necessary.

Deliverables: Draft and Final ISA (10 copies of each)

#### 165.10.60 Location Hydraulic Floodplain Report

**Objective:** Determine if there will be impacts associated with floodplain encroachments. Prepare a Draft Location Hydraulic Study and a Floodplain Evaluation Report, including structures hydraulics, and associated floodplain mapping summarizing project impacts and associated mitigation. The Location Hydraulic Study and Floodplain Evaluation Report will be two separate documents, and will rely on existing analysis and mapping, and proposed hydraulic analysis and mapping prepared during preliminary engineering design under Task 160.10.25 – Perform Hydraulics/Hydrology Studies).

Work Approach / Sub-Tasks: The main technical challenge involved in this task is the evaluation of the proposed impacts caused by encroachments into the floodplain and the necessary mitigation to avoid any increase in flood level in the River. Prior to initiating new hydraulic studies of the River, a meeting will be held with the Los Angeles County Department of Public Works (LACDPW) and the U.S. Army Corps of Engineers (ACOE) to discuss the project and approach to the hydraulic analysis. The hydraulic study of the alternatives will be performed under Task 160.10.25. The results of the River hydraulics analyses included in the Hydraulic Technical Report prepared under Task 160.10.25 will be documented for the IS/EA under this task in a Location Hydraulic Study and a Floodplain Evaluation Report.

The Location Hydraulic Study will be the preliminary investigative study that will be made of base floodplain encroachments by the proposed alternatives. It will provide the minimum documentation necessary to support a finding in regard to floodplain encroachment impacts. The Location Hydraulic Study will rely on existing floodplain mapping information provided by the LADPW, the ACOE, and the Federal Emergency Management Agency to determine locations of proposed encroachment and will include evaluation and discussion of the practicability of alternatives to any longitudinal encroachments or incompatible floodplain development. The Location Hydraulic Study will also include discussion of the following items for all alternatives containing encroachments and for those actions which would support base floodplain development:

- The risks associated with implementation of the action
- The impacts on natural and beneficial flood-plain values
- The support of probable incompatible flood-plain development
- The measures to minimize flood-plain impacts associated with the action
- The measures to restore and preserve the natural and beneficial floodplain values impacted by the action

After initiating the Draft Location Hydraulic Study, the hydraulic impact studies of the alternatives will be performed under Task 160.10.25. After completion of Task 160.10.25, a Draft Floodplain Evaluation Report will be prepared. The Floodplain Evaluation Report will present and support the conclusions for incorporation in the IS/EA. It will contain all the information from the Location Hydraulic Study and summarize the Hydraulic Technical Report. It will include a project description, a strip map delineating the base floodplain with all project encroachments identified, and mitigation measures, as well as a discussion of all practical alternatives to each potential encroachment. The Floodplain Evaluation Report will rely on the hydraulic data, analyses, and mapping prepared for the Hydraulic Technical Report prepared under Task 160.10.25, and no new hydraulic analyses will be performed as part of this task. The risks, impacts and mitigation measures described in this report form the basis of discussion in the environmental document.

#### Deliverables:

- Draft Location Hydraulic Study
- Draft Floodplain Evaluation Report and associated materials
- Final Location Hydraulic Study
- Final Floodplain Evaluation Report (10 copies of each)

#### 165.10.63 Coordinate Los Angeles River Impact Studies

**Objective:** Consult and coordinate with the Los Angeles County Department of Public Works (LACDPW) and the United States Army Corps of Engineers (ACOE) to review and discuss impacts to groundwater recharge facilities, the Los Angeles River Master Plan and work with those agencies to develop mitigation strategies as needed for adverse project effects.

Work Approach / Sub-Tasks: The first phase of this task includes consultation with the County and the ACOE, review of hydraulic analysis of river encroachments modeled under Task 160.10.25 – Perform Hydraulics/Hydrology Studies, analysis of potential impacts to river groundwater recharge facilities, analysis of impacts to the Los Angeles River Master Plan, and review of any conflicts with recommendations from the City of Long Beach RiverLink Study. The second phase of this task consists of summarizing the potential impacts in a draft report and associated exhibits. The third phase of this task consists of consultation and coordination with Los Angeles County and United States Army Corps of Engineers to solicit feedback and comments on the impacts summary and working with them to develop initigation strategies. Key to the successful completion of this task are the preparation of meaningful reports and exhibits to effectively communicate project impacts to the agencies, skillful negotiation of meaningful mitigation measures, and close coordination with the preliminary design team.

#### **Deliverables:**

- Draft Los Angeles River Impacts Assessment Report
- Final Los Angeles River Impacts Assessment Report (10 copies of each)

#### 165.10.65 Paleontological Study

**Objective:** Identify the presence of known paleontological (or fossil) resource localities and assess the potential for encountering such resources during project construction.

**Work Approach:** The work approach proposed here follows accepted professional practice, and the guidelines of the Society of Vertebrate Paleontology and the Caltrans Standard Environmental Reference. Work for this task will be coordinated with work on the cultural resource assessment for the project (165.20).

Using existing published and unpublished manuscripts, as well as the records of the Los Angeles County Museum of Natural History, the URS Team will conduct a locality search to identify the types of rock units present within the project area, and the potential of these rocks to contain fossil resources. This information will be used to develop a paleontological sensitivity map for the project area denoting any areas with a high paleontological sensitivity. During the Cultural Resource pedestrian survey, at least one qualified paleontological surveyor will be included in the survey team. This individual(s) will be responsible for identifying deposits of in situ fossil resources in the project area. Based on the proximity of the project to the course of the Los Angeles River, and the likelihood that only recent sediments will be encountered, this scope of work is based on negative findings for in situ fossil localities during the project survey.

The URS Team will develop a stand-alone Paleontological Identification Report (PIR) which includes the results of the archival and locality searches and the pedestrian survey, including project mitigation measures, that describes how the process of assessing paleontological resources was completed, and outlining steps that will be taken to ensure project impacts are mitigated.

**Deliverables:** Draft and Final Paleontological Identification Report (10 copies of each)

#### 165.10.99 Coastal Zone Studies

**Objective:** Identify potential effects to coastal resources in the project study corridor and assess the significance of these effects in relation to the requirements of the California Coastal Act and federal Coastal Zone Management Act (CZMA).

Work Approach: The URS Team will identify the location of the coastal zone boundary and coastal resources within the project corridor that may be affected by the proposed alternatives under consideration. Utilizing documentation from other technical documents (such as the NES, HPSR, VIA and Hydrology Analysis) will be used as a starting point to assess potential effects on coastal resources protected under the California Coastal Act and federal CZMA.

Deliverables: Draft and Final Coastal Zone Technical Report (10 copies of each)

#### 165.15 Biological Studies

The URS Team will prepare the biological resources studies for the proposed project in accordance with Caltrans and FHWA guidance to satisfy the requirements of CEQA, NEPA, Federal Endangered Species Act (FESA), California Endangered Species Act (CESA), the federal Clean Water Act, and the State Fish and Game Code. Three documents will be prepared: a Biological Assessment, Wetlands and Other Waters of the United States Studies (also referred to as a Jurisdictional Delineation), and a Natural Environment Study.

**Objective:** Analysis of potential impacts of the proposed project on sensitive biological resources and jurisdictional Waters of the United States and identification of appropriate avoidance, minimization and mitigation measures that meet not only CEQA and NEPA requirements but will also fulfill the regulatory permitting requirements of agencies such as the United States Fish and Wildlife Service (Service), United States Environmental Protection Agency (EPA), National Marine Fisheries Service (NMFS), California Department of Fish and Game (CDFG) and Regional Water Quality Control Board – Region 8.

Work Approach: Identification of biological and jurisdictional wetland resources will be conducted consistent with Caltrans guidance set forth in the Caltrans' SER (August 2007) and resource/regulatory agency protocols.

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Deliverables: Each of the required reports identified in the SER are listed below.

- Draft and Final Biological Assessment (165.15.05): 10 copies of each
- Jurisdictional Delineation (165.15.15): 10 copies of each

• Natural Environment Study: Minimal Impact (2.165.15.20): 10 copies of each

#### 165.20 Cultural Resources/Section 106 Compliance

**Objective:** A variety of local, state, and federal regulations protect cultural resources. Structuring the Cultural Resource compliance element allows the project to meet the requirements of all these entities, and promotes integration of this work plan into the overall project schedule.

Work Approach: All work will comply with Section 106 of the National Historic Preservation Act of 1966 (as amended); the National Environmental Policy Act; California Public Resources Code Sections 5024, 21083.2, and 21084.1; California Code of Regulations Title 14, Chapter 3, Sections 15064.5, and 15126.4; and the Caltrans Environmental Handbook (Volume 2: Cultural Resources). Compliance with and integration into the Section 106 Programmatic Agreement among Caltrans, FHWA, the Office of Historic Preservation (OHP), and the Advisory Council on Historic Preservation (ACHP) forms the basis for this proposal.

Deliverables: Each of the required activities/deliverables identified in the SER are listed below.

- Archaeological/Historical Resources Surveys (165.20.05)
- Draft and Final Area of Potential Effects Maps (165.20.05.05)
- Historical Records and Literature Search (165.20.05.15)
- Historical, Architectural, and Archaeological Resource Studies (65.20.10)
  - o Draft and Final Historic Property Survey Report (HPSR): 10 copies of each
  - This cover document for all cultural reports will be completed. Although it is unknown at this time whether the HPSR will be for positive or negative archaeological and/or historic architectural findings, this proposal assumes negative findings.
  - o Draft and Final Archaeological Survey Report (ASR): 10 copies of each
  - An ASR will be completed to document archaeological findings, regardless of whether they are negative or positive. This report will also include results of the records search. It is anticipated that archaeological findings will be negative. Therefore, this proposal provides budget for negative findings only.
  - o Draft and Final Historical Resources Evaluation Report (HRER): 10 copies of each
  - The URS Team anticipates negative historic architectural findings. Therefore, it is assumed that an HRER will not be required. Any building(s) within the APE that is (are) less that 50 years old will be addressed per the Programmatic Agreement (January 1, 2004).
- Native American Consultation (2.165.20.10.05). The URS Team will conduct Native American consultation. This process includes contacting the Native American Heritage Commission (NAHC) and requesting a search of the Sacred Lands File for the project area. Results of this search will be accompanied by a list of groups/individuals with ties to the project area, who the NAHC will recommend be contacted. The URS Team will then contact each entity via certified letter, explaining the project and inviting comments. Each unanswered letter is followed up by up to two telephone calls to ensure each group/individual received the letter and has had an opportunity to comment.

#### 165.25.10 Section 4(f) Evaluation

**Objective:** The purpose of this task is to identify Section 4(f) resources in the project study area, the potential for the project to result in direct (take) and constructive (indirect) use impacts on those resources, avoidance alternatives, and avoidance, minimization and mitigation measures.

Work Approach: Available technical and public documents will be reviewed to identify parks, recreation and other resources in the overall project study area that might quality as Section 4(f) resources. Existing and proposed publicly owned parks and recreation areas, trails, public schools, wildlife refuges, and conservation areas in the study area will be mapped on the project base maps. These resources will be identified from existing databases including Thomas Brothers maps, school district web sites, public agency (federal, state, regional, and local) land use plans and websites, and other generally available data sources. The URS Team will identify existing and proposed Section 4(f) resources within 1,000 feet (304 meters) of the project limits. This study area is large enough to ensure identification of Section 4(f) resources that might be affected by direct (take) and/or constructive (indirect) use impacts of the project. The study area for National Register listed and eligible resources will be the Area of Potential Effects (APE) as defined in the Cultural Resources Studies. The list of Section 4(f) resources will be reviewed with Caltrans to ensure that those agencies concur with the resources identified for consideration in the Section 4(f) Evaluation.

The identified Section 4(f) resources will be evaluated to assess whether the project would result in the permanent direct use (or take) of property from those resources. Direct (take) use impacts will be calculated by overlaying the anticipated footprints/row limits for each alternative on the Geographic Information System (GIS) mapping of the boundaries of the Section 4(f) resources. The facilities and functions on that Section 4(f) property that would be affected by the property acquisition will be described.

A constructive use is determined when the transportation project does not incorporate land from a Section 4(f) resource, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify a resource for protection under Section 4(f) are substantially impaired. The Section 4(f) resources in the defined study area/APE will be assessed to determine if any indirect impacts of the alternatives could potentially result in impacts that would impair the activities, features and/or attributes of those resources.

**Deliverables:** Draft and Final Section 4(f) Evaluation (10 copies of each)

#### 165.25 Prepare Draft Environmental Document

**Objective:** The objective of this task is to prepare the administrative Draft IS/EA, submit that document for City and Caltrans review and comment, and prepare the Draft IS/EA for public circulation.

Work Program: The URS Team will undertake the following tasks to complete the Draft IS/EA for public distribution.

- Prepare Administrative Draft IS/EA (165.25.20): The results of the technical studies will be presented in a Draft IS/EA (10 copies).
- Prepare Second Administrative Draft IS/EA (165.25.20): The URS Team will revise the Draft IS/EA based on comments received from the City and Caltrans and will submit the revised Draft IS/EA to the City and Caltrans for review (10 copies).

#### 175.05-25 Circulate Draft Environmental Document

- <u>Prepare IS/EA for Approval to Circulate (One Copy for Signature)</u>. (175.05.15) The URS Team will revise the Draft IS/EA based on comments received from Caltrans and will prepare one copy of the IS/EA for Caltrans signature for approval to circulate the document for public review.
- <u>Public Review. (175.10)</u>. The URS Team will prepare a draft public distribution list based on input from the City and Caltrans. The IS/EA will be circulated for public review and submitted to the Office of Planning and Research (OPR) (up to 50 copies) per the distribution list once the list has been approved by the City. The URS Team will prepare and publish a Notice of Availability for the Draft ISA. The URS Team will plan and budget for three public meetings (Traffic/Transportation Commission, Planning Commission, and City Council) as well as for preparation for these meetings. The City would be responsible for coordinating a separate public hearing, if one is required.
- <u>Prepare Draft Response to Comments. (175.15)</u>. The Draft Response to Comments will be prepared for submittal to the City and Caltrans (10 hard copies). The URS Team will prepare responses for its areas of responsibility and will coordinate with the City and Caltrans to prepare responses for their respective areas of responsibility.

#### 180.10 Prepare and Approve Final Environmental Document

- <u>Prepare Draft Mitigated Negative Declaration/Finding of No Significant Impact (MND/FONSI).</u> (180.10.05.05) The URS Team will prepare a Draft MND/FONSI, including revisions based on responses to comments received during the public review period for submittal to the City and Caltrans for review (10 copies).
- <u>Prepare Final MND/FONSI.</u> (180.10.05.10) A Final MND/FONSI will be prepared for submittal to Caltrans for review and approval. As part of the process for the Final MND/FONSI, the URS Team will prepare response letters to agencies that submitted comments on the Draft IS/EA, prepare and file a Notice of Determination (NOD) (the City is responsible for the California Department of Fish and Game [CDFG] filing fee [\$1,250] and any County Clerk filing fees), and prepare and publish a Notice of Availability (NOA) of the Final MND/FONSI. The URS Team will provide up to 30 copies of the approved MND/FONSI.
- <u>Mitigation Monitoring Program (MMP).</u> (180.10.05.70) The URS Team will prepare a draft and a final MMP in accordance with CEQA Guidelines Section 15097 for use in ensuring implementation of the mitigation measures for the project. The MMP will be used in the design and construction of the project for the selected alternative. The MMP will incorporate the mitigation measures from the environmental document. For each mitigation measure, the MMP will include a list of the following items: a description of each mitigation measure, the timing of implementation, the performance objectives, the requirements for verification of compliance, and the party responsible for verifying compliance. The draft MMP will be submitted to the City and Caltrans for review and comment, and the final MMP will be provided to the City and Caltrans along with the Final MND/FONSI for approval.

## SCHEDULE

#### City of Long Beach I-710 Early Action Project Shoemaker Bridge and Ramps PID and PA/ED Proposal

Schedule

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	2007 Sept	Oct	Nov	Dec	2008 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	2009 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Νον	Dec
Task 150 PID					ļ	i	ł																					
CTC Approval										x							•											
160 PE/Draft PR								_																				
165 Environ Tech Sludies																												
175 Draft IS/EA																							l					
180.05 Final PR																											I	
180.10 Final ED									•								·		•									

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URS/LSA/MMA

# COST PROPOSAL

The URS Team is able to offer the enclosed cost proposal to the City of Long Beach for these services due to anticipated "credits" that the City will receive as a result of work that the URS Team will be undertaking for the I-710 Corridor EIS work under contract to Los Angeles Metro. These credits total \$948,509. However, in the unlikely event that the URS contract with Metro is not executed, these credits will not be available to the City and hence the City will be responsible for both the additional work and associated costs as shown in the enclosed Proposed Fee by Task.

In addition, if the initiation of the URS contract with Metro is substantially delayed beyond the date of initiation of the URS Team contract with the City, the City will be responsible for both the additional work and associated costs for those tasks with credits which are undertaken prior to the initiation of the URS contract with Metro, as shown in the enclosed Proposed Fee by Task.

Name of Proposer				DIVISIONS/LOCA	TIONS	
URS Corporation	Santa Ana, Califon	nia				
Home Office Address	CONTRACT NO.					
2020 East First Street, Suite 400, Santa Ana,	CA 92705					
Services to be Performed				TOTAL AMOUNT	OF PROPOSAL	
I-710 Early Action Project Shoemaker Brid	ge PID and PA/ED			\$2,188,800		
DETAIL	ED DESCRIPTION	OF (	COST ELEME			
1. Direct Labor (Specify)	Estimated	F	Rate/Hour	Est. Cost (\$)	Total Est. Cost	
	Hours					
Project Manager	240		319	\$76,560		
Deputy Project Manager	232		293	\$67,976		
Engineering/Segment Manager	1,149		240	\$275,760		
Eng./Env. Task Managers	326		213	\$69,438		
Senior Project Engineer/Planner/Scientist	1,668		175	\$291,900		
Project Engineer/Planner/Scientist	514	\$	140	\$71,960		
Staff Engineer/Planner/Scientist	2,270		104	\$236,080		
CADD/Technician	1,135		80	\$90,800		
Project Administrator	480	\$	92	\$44,160		
Clerical	480	\$	74	\$35,520		
Sub-Total	8,494					
Total Labor					\$1,260,154	
2. Other Direct Costs				Est. Cost (\$)	÷,,===,,	
a. Transportation				\$6,000		
b. Reproduction				\$20,000		
c. Mail				\$5,550		
d. Plots / Exhibits				\$10,000		
			Total ODC		\$41,550	
3. Subcontractors/Suppliers				Est. Cost (\$)		
LSA Associates				\$383,000		
Iteris (MMA)				\$404,096		
DSO			· · · ·	\$100,000		
	Total Subcon	tracto	ors/Suppliers		\$887,096	
TOTAL ESTIMATED COST AND FEE					\$2,188,800	
Includes "credits" for work to be acomplished	under separate co	ntrac	t between UR	S and Metro.		

### Attachment 1

I-710 Early Action Project Shoemaker Bridge P City of Long Beach URS LABOR RATES	ID and I	>A/ED
Classification		Rate/Hour
Project Manager	\$	319
Deputy Project Manager	\$	293
Engineering Manager / Principal Engineer	\$	240
Engineering/Environmental Task Manager	\$	213
Senior Project Engineer/Planner/Scientist	\$	175
Project Engineer/Planner/Scientist	\$	140
Senior Engineer/Planner/Scientist	\$	125
Staff Engineer/Planner/Scientist	\$	104
Graduate Engineer/Planner/Scientist	\$	90
CADD/Technician	\$	80
Project Administrator	\$	92
Clerical	\$	74_
URS NON-LABOR RATES		
Transportation		
a. Mileage (\$/Mile)	\$	0.50
b. Vehicles (\$/Day)	\$	85.00
Reproduction		
a. B/W (\$/sheet)	\$	0.10
b. Color (\$/sheet)	\$	2.00
c. B/W plot (\$/24x36 plot)	\$	7.00
d. Color plot (\$/24x36 plot)	\$	20.00
Other Charges, included but not limited to: Airfare, rentals, parking, tolls, lodging, mail, supplies, reprographic services, vendor services		@ Cost
Rates valid through 2009		

City of Long Bea	ch							
I-710 Early Action	n Program - Shoemaker Bridge and Ramps							
-	nvironmental Services - PID and PA/ED Phases		ES	TIMATED FEE		CREDITS*		NET COST
Proposed Fee by								
TASK	DESCRIPTION		1					
100.05	Project Management - PID Phase		\$	74,232	\$	-	\$	74,232
150.05	Project / Problem Definition		\$	119,964	\$	56,424	\$	63,540
150.10	Develop Alternatives		\$	191,078	\$	67,072	\$	124,006
150.15	Analyze Alternatives		\$	35,104	\$	-	\$	35,104
150.20	Environmental Evaluation		\$	15,960	\$		\$	15,960
150.25	Prepare PID		\$	50,032	\$	-	\$	50,032
PID Phase	· · · · · · · · · · · · · · · · · · ·	Sub-Total	\$	486,370	\$	123,496	\$	362,874
100.10	Project Management - PA/ED Phase		\$	318,940	\$	-	\$	318,940
160.00	Public Involvement (Mgmt & Engineering)		\$	-	\$	· · · · · · · · · · · · · · · · · · ·	\$	-
160.05	Review/Update Alternatives & Obtain Additional Info		\$	63,180	\$	29,250	\$	33,930
160.10	Engineering Studies		\$	1,345,791	\$	670,183	\$	675,608
160.15	Draft Engineering PR and Fact Sheets		\$	158,732	\$	15,752	\$	142,980
165.00	Public Involvement (Environmental)		\$	114,520	\$	-	\$	114,520
165.05	Scoping & Review		\$	25,000	\$	-	\$	25,000
165.10	Impact Studies		\$	238,189	\$	81,161	\$	157,028
165.15	Biological Studies		\$	45,000	\$	15,000	\$	30,000
165.20	Cultural Studies		\$	42,000	\$	7,000	\$	35,000
165.30	Prepare Section 4(f) Evaluation		\$	26,667	\$	6,667	\$	20,000
175.00	Prepare & Circulate Draft IS/EA		\$	90,000	\$	-	\$	90,000
180.05	Final PR		\$	52,740	\$	-	\$	52,740
180.10	Final ED		\$	30,000		-	\$	30,000
PA/ED Phase		Sub-Total	\$	2,550,759	\$	825,013	\$	1,725,746
			,					
190.00	Additional Studies		\$	100,180		-	\$	100,180
Add'l Study		Sub-Total	\$	100,180	\$	-	\$	100,180
		GRAND TOTAL	¢	3,137,308	¢	948,509	¢	2,188,800
L		GRAND IUTAL	_⊅	3,137,300	\$	340,309	₽	<b>2</b> ,100,000

Attachment 2

\*Estimated Credits from related work on I-710 Corridor Engineering and Environmental Services Metro contract

### LSA Associates HOURLY BILLING RATES EFFECTIVE AUGUST 2007

		Jol	b Classification				Hourly Rate
Planoing	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	GIS	Range*
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$125-250
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$75-200
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/ Noise Specialist	Senior Cultural Resources Manager	Senior Biologist/Botanist/ Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/Arborist	Senior GIS Specialist	\$65-175
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist	Cultural Resources Manager	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/ Arborist	GIS Specialist	\$50-125
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/ Botanist/Wildlife Biologist/ Fcologist/Soil Scientist/ Herpetologist/Arborist	Assistant GIS Specialist	\$50-100
· · · · · · · · · · · · · · · · · · ·			Field Services				
Field Director							\$50-100
Senior Field Crew/Field Crew							\$35-80
		C	Office Services			·····	
Research Assistant/Technician							\$25-50
Graphics							\$70-100
Office Assistant							\$40-75
Word Processing/Technical Editing		<u> </u>	J			1	\$60-90

The hourly rate for work involving actual expenses in court, giving depositions or similar expert testimony, will be billed at \$250 per hour regardless of job classifications.

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	Unit Cost
Reproduction	\$0.10 per page
Color Reproduction (8.5 x 11)	\$1.00 per page
Color Reproduction (11 x 17)	\$3.00 per page
Mileage	
Road	\$0.485 per mile
Off-Road	\$0.635 per mile
Facsimile	\$1.00 per page
CD Production	\$5.00 per CD
Plotting	\$5.00 per linear ft.
Diazo Printing	\$0.20 per sq. ft.
Film (developing billed separately as a direct cost)	\$5.00 per roll
Disposable camera and film (developing billed separately as a direct cost)	\$10.00 per camera
Search of Specialized Data Bases	\$100.00 per inquiry
GPS Unit	\$100.00 per day
Aerial Photos	\$200.00 per photo

### LSA IN-HOUSE DIRECT EXPENSES

### Iteris Rates

I-710 Early Action Project Shoemaker Bridg City of Long Beach ITERIS (MMA) LABOR RATE	-	/ED
Classification	Ra	te/Hour
Principal	\$	220
Senior Associate	\$	180
Associate	\$	110
Technician	\$	80
Clerical	\$	65
ITERIS NON-LABOR RATE	S	
Mileage (\$/Mile)	\$	0.50
Other Charges, included but not limited to: Airfare, rentals, parking, tolls, lodging, mail, supplies, reprographic services, vendor services	a	) Cost
Rates valid through 2009		

# EXHIBIT B

## THE CITY'S REPRESENATIVE

The City's representative will be Mark Christoffels.

# EXHIBIT C

## MATERIALS FURNISHED BY THE CITY

No specific materials will be furnished by the City except for the following:

# EXHIBIT D

### CITY'S POLICY FOR DISADVANTAGED, MINORITY, WOMEN, DISABLED VETERAN, AND LONG BEACH BUSINESS ENTERPRISES

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Disabled Veteran and Long Beach Business Enterprises (DBE, MBE, WBE,, DVBE and LBBE) to compete successfully in supplying our needs for products and services.

Please visit <u>http://www.longbeach.gov/diversity</u> for more information on the City's Diversity Outreach Program.