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A G R E E M E N T

30245

THIS AGREEMENT is made and entered, in duplicate, as of August 1, 2007 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on August 14, 2007, by and between MOFFATT & NICHOL, a California corporation, with a place of business at 3780 Kilroy Airport Way, Suite 600, Long Beach, California 90806 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires specialized services requiring unique skills to be performed to monitor the restoration of the Colorado Lagoon in the City of Long Beach ("Project"), as described more fully in the attached Scope of Work; and

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

WHEREAS, City desires to have Consultant perform said specialized services, and Consultant is willing and able to do so on the terms herein;

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

1. SCOPE OF WORK OR SERVICES.

1.1 Consultant shall furnish specialized services more particularly set forth in the Scope of Work attached hereto as Exhibit "A", incorporated herein by this reference, in accordance with the standards of the profession, and City shall pay for said services in the manner described below, not to exceed \$103,994, at the rates or charges described in Exhibit "A". The parties may agree to revised the amount of a given task or shift funds allocated between tasks, provided that no such change shall occur before Consultant requests such change in writing and City consents thereto. This Agreement shall only cover "Part I tasks" as defined in the Scope of Work, and shall not authorize

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

1 Consultant to engage in any "Part II tasks".

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

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

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

22 2. TERM. The term of this Agreement shall commence at midnight on
23 August 14, 2007, and shall terminate at 11:59 p.m. on September 30, 2009, unless
24 sooner terminated as provided in this Agreement, or unless the services to be performed
25 hereunder or the Project is completed sooner.

26 3. COORDINATION AND ORGANIZATION.

27 3.1 Consultant shall coordinate performance hereunder with City's
28 representative, if any, named in Exhibit "B", attached hereto and incorporated herein by

1 this reference. Consultant shall advise and inform City's representative of the work in
2 progress on the Project in sufficient detail so as to assist City's representative in making
3 presentations and in holding meetings for the exchange of information. City shall furnish
4 to Consultant information or materials, if any, described in Exhibit "C" attached to this
5 Agreement and incorporated herein by this reference.

6 3.2 The parties acknowledge that a substantial inducement to City
7 for entering this Agreement was and is the reputation and skill of Consultant's key
8 employee Kim Garvey. City shall have the right to approve any person proposed by
9 Consultant to replace that key employee.

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

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

28 5.1 Commercial general liability insurance (equivalent in scope to

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

10 5.2 Workers' Compensation insurance as required by the Labor
11 Code of the State of California and employer's liability insurance in an amount not less
12 than One Million Dollars (\$1,000,000).

13 5.3 Professional liability or errors and omissions insurance in an
14 amount not less than One Million Dollars (\$1,000,000) per claim.

15 5.4 Commercial automobile liability insurance (equivalent in scope
16 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less
17 than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident.

18 Any self-insurance program, self-insured retention, or deductible must be
19 separately approved in writing by City's Risk Manager or designee and shall protect City,
20 its officials, employees and agents in the same manner and to the same extent as they
21 would have been protected had the policy or policies not contained retention or
22 deductible provisions. Each insurance policy shall be endorsed to state that coverage
23 shall not be reduced, non-renewed, or canceled except after thirty (30) days prior written
24 notice to City, and shall be primary and not contributing to any other insurance or self-
25 insurance maintained by City. Consultant shall notify the City in writing within five (5)
26 days after any insurance required herein has been voided by the insurer or cancelled by
27 the insured. If this coverage is written on a "claims made" basis, it must provide for an
28 extended reporting period of not less than one year, commencing on the date this

1 Agreement expires or is terminated, unless Consultant guarantees that Consultant will
2 provide to the City evidence of uninterrupted, continuing coverage for a period of not less
3 than three (3) years, commencing on the date this Agreement expires or is terminated.

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

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

24 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
25 contemplates the personal services of Consultant and Consultant's employees, and the
26 parties acknowledge that a substantial inducement to City for entering this Agreement
27 was and is the professional reputation and competence of Consultant and Consultant's
28 employees. Consultant shall not assign its rights or delegate its duties hereunder, or any

1 interest herein, or any portion hereof, without the prior approval of City, except that
2 Consultant may with the prior approval of the City Manager of City, assign any moneys
3 due or to become due the Consultant hereunder. Any attempted assignment or
4 delegation shall be void, and any assignee or delegate shall acquire no right or interest
5 by reason of such attempted assignment or delegation. Furthermore, Consultant shall
6 not subcontract any portion of the performance required hereunder without the prior
7 approval of the City Manager or designee, nor substitute an approved subcontractor
8 without said prior approval to the substitution. Royal Electric is hereby approved by City
9 as a subcontractor for the project. Nothing stated in this Section 6 shall prevent
10 Consultant from employing as many employees as Consultant deems necessary for
11 performance of this Agreement.

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

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

21 9. OWNERSHIP OF DATA. All materials, information and data
22 prepared, developed, or assembled by Consultant or furnished to Consultant in
23 connection with this Agreement, including but not limited to documents, estimates,
24 calculations, studies, maps, graphs, charts, computer disks, computer source
25 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
26 information, material, and memorandum ("Data") shall be the exclusive property of City.
27 Data shall be given to City, and City shall have the unrestricted right to use and disclose
28 the Data in any manner and for any purpose without payment of further compensation to

1 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
2 Data shall not be made available to any person or entity for use without the prior approval
3 of City. Said warranty shall survive termination of this Agreement for five (5) years.

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

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

23 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
24 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
25 Consultant knew prior to the time City disclosed it; or (b) Is or becomes publicly available
26 without breach of this Agreement by Consultant; or (c) A third party who has a right to
27 disclose does so to Consultant without restrictions on further disclosure; or (d) Must be
28 disclosed pursuant to subpoena or court order.

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13. ADDITIONAL COSTS AND REDESIGN.

13.1 Any costs incurred by the City due to Consultant's failure to 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 a part of the Scope of Work shall be at the sole cost of Consultant and City shall not pay any additional compensation to Consultant for such re-performance.

13.2 If the Project involves construction and the scope of work or services 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 thereto, and Consultant's estimate, at no cost to City, when the lowest bid for construction received by City exceeds by more than ten percent (10%) Consultant's estimate. Said modification shall be submitted in a timely fashion to allow City to receive new bids within four (4) months of the date on which the original plans and specifications were submitted by Consultant.

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

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

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

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

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

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

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

24 20. **NONDISCRIMINATION.** In connection with performance of this
25 Agreement and subject to applicable rules and regulations, Consultant shall not
26 discriminate against any employee or applicant for employment because of race, religion,
27 national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or
28 disability. Consultant shall ensure that applicants are employed, and that employees are

1 treated during their employment, without regard to these bases. Such actions shall
2 include, but not be limited to, the following: Employment, upgrading, demotion or transfer,
3 recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of
4 compensation, and selection for training, including apprenticeship. It is the policy of City
5 to encourage the participation of Disadvantaged, Minority and Women-owned Business
6 Enterprises in City's procurement process, and Consultant agrees to use its best efforts
7 to carry out this policy in the award of all approved subcontracts to the fullest extent
8 consistent with the efficient performance of this Agreement. Consultant may rely on
9 written representations by subcontractors regarding their status.

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

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

25 23. WAIVER. The acceptance of any services or the payment of any
26 money by City shall not operate as a waiver of any provision of this Agreement, or of any
27 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
28 Agreement shall not constitute a waiver of any other or subsequent breach of this

1 Agreement.

2 24. CONTINUATION. Termination or expiration of this Agreement shall
3 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
4 17, 19 and 27 prior to termination or expiration of this Agreement.

5 25. TAX REPORTING. As required by federal and state law, City is
6 obligated to and will report the payment of compensation to Consultant on Form 1099-
7 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
8 resulting from payments under this Agreement. Consultant's Employer Identification
9 Number is [REDACTED]

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

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

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

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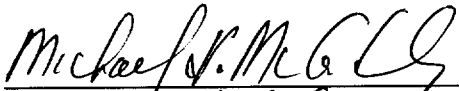
OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664


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

"Consultant"


MOFFATT & NICHOL, a California corporation

By: 
Name: MICHAEL J. MCCARTHY
Title: VICE PRESIDENT

By: 
Name: TIMOTHY J. KELLARD
Title: S.R. V.P.

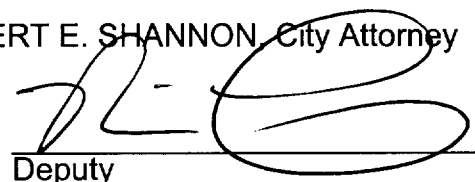
"City"

CITY OF LONG BEACH, a municipal corporation

By: 
Name: Anthony W. Balle
Title: CITY MANAGER

This Agreement is approved as to form on August 20, 2007.

ROBERT E. SHANNON, City Attorney

By: 
Deputy

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

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EXHIBIT "A"
SCOPE OF SERVICES
[ATTACHED]



3780 Kilroy Airport Way, Suite 600
Long Beach, California 90806

(562) 426-9551
(562) 424-7489

June 22, 2007

Project Development Bureau Manager
City of Long Beach
333 W. Ocean Blvd., 3rd Floor
Long Beach, CA 90802

Attn: Amy Bodek

Subj: Proposal for Monitoring of Colorado Lagoon Improvements

Dear Ms. Bodek:

We are pleased to provide this proposal for services associated with pre- and post-construction monitoring of the Colorado Lagoon restoration improvements. As per your instructions, the proposal is divided into two parts: Part I - a scope of work and fee for monitoring of the improvement components funded by the State Water Resources Control Board (SWRCB) Clean Beach Initiatives grant and Part II - a scope of work and fee for monitoring of all other proposed improvement components.

The proposed Moffatt & Nichol team consists of:

- Moffatt & Nichol (M&N) to provide overall project management, hydraulics monitoring, water quality sampling, and monitoring results analysis;
- Kinnetic Laboratories, Inc. (KLI) for sediment and water quality monitoring and development of the Quality Assurance Project Plan (QAPP);
- Chambers Group, Inc. (CGI) for biological monitoring; and
- Dulin & Boynton for bathymetric monitoring.

M&N, KLI and CGI were part of the same great team that completed the Colorado Lagoon Restoration Feasibility Study, which included similar field studies to those proposed herein and which resulted in successful acquisition of grant funding for implementation of the proposed improvements. Additionally this team has a wealth of monitoring experience including Bolsa Chica wetlands, Ballona wetlands, Goleta Beach, Cabrillo Beach, City of Long Beach municipal storm water quality, County of San Diego storm water treatments, City of San Jose waste treatment plant outfalls, Upper Newport Bay dredging, Santa Ana River marsh, and Oceanside sand bypass projects. Many of these projects were/are grant-funded programs with similar monitoring requirements to those of Colorado Lagoon.

It is important to note that the first phase of each Part of this proposal is to develop a monitoring plan. The actual pre- and post-construction monitoring program may change as a result of the final



monitoring plan, but the scope herein provides a general estimate of what this program may entail based on our preliminary understanding of agency requirements. Other pre- and post-construction monitoring requirements may be imposed by permit conditions and other funding agencies. As an example, the California Coastal Commission has an extensive list of requirements for an "Approvable Restoration and Monitoring Plan". The final scope and fee of this proposal can be updated, if necessary, after approval of the final Part I and Part II monitoring plans. Additionally, this scope does not include monitoring during construction, as may be required by regulatory agencies' permits conditions.

The basic Part I fee is \$95,977 and optional Part I tasks would be an additional \$8,017. The Part I project is assumed to start in July 2007 and complete in September 2009. The physical monitoring periods are four months prior to construction of the improvement components and six months after construction.

The basic Part II fee is \$321,400 and optional Part II tasks would be an additional \$215,704. The Part II project is assumed to start in summer 2007 and complete at the end of 2013, (with an optional additional bathymetric survey in 2018). The physical monitoring periods are four months prior to construction of the improvement components and five years after construction. The M&N fees for both Part I and Part II were based on the attached M&N rates sheet for work performed during the calendar year of 2007 and a yearly rates escalation of 4.5% for the years thereafter.

These fees represent a relatively comprehensive monitoring program, but with attempts made to reduce costs as much as possible (e.g. the use of existing City resources and volunteers for certain monitoring). If necessary, the scope of the monitoring program and associated fees can be tailored to meet the City's budget constraints.

Thank you for this opportunity to assist you. Please contact me or Kim Garvey at 562-426-9551 if you have any questions or would like to discuss this proposal further.

Sincerely,

MOFFATT & NICHOL

A handwritten signature in black ink that reads "Michael J. McCarthy". The signature is fluid and cursive, with a long, sweeping tail on the final letter.

Michael J. McCarthy
Vice-President

Enclosures

**Part I - Colorado Lagoon Improvements Monitoring -
SWRCB-Funded Components**

Colorado Lagoon Improvements Monitoring Scope of Work - Part I - SWRCB-Funded Components

Phase 1. Develop Monitoring Plan

Task 1a. Develop Quality Assurance Project Plan / Monitoring Plan for SWRCB-Funded Improvement Components.

Prepare and maintain a joint Quality Assurance Project Plan (QAPP) / Monitoring Plan (MP) in accordance with the SWRCB's requirements of the Surface Water Ambient Monitoring Program, including project information, project goals, monitoring program goals, parameters/constituents to be measured, sampling methods, quality control measure, and reporting standards. Prepare QAPP/MP in accordance with the SWRCB template. Define the monitoring methods/protocols, frequency, duration, responsible parties, and reporting schedule. Meet with City and/or other involved parties to coordinate the plan. Submit the QAPP/MP to the SWRCB for approval. Update the QAPP/MP to incorporate SWRCB comments. The monitoring program will be to assess conditions before and after construction of the RWQCB-funded components (storm drain diversion and treatments, culvert cleaning, and bio-swales).

Phase 2. Perform Pre-Construction Monitoring

Task 2a. Perform Pre-Construction Monitoring for SWRCB-Funded Improvement Components.

Prior to construction of the SWRCB-funded improvement components, obtain samples and perform testing/analysis in accordance with the approved QAPP/MP. Gather other existing historical data for the parameters of interest. For costing purposes, it is assumed that the measured parameters are tidal range and elevations, turbidity, bacteria, litter, algae blooms, nutrients, total suspended solids (TSS), and dissolved oxygen (DO) in the lagoon waters. *Other potential measurement parameters/constituents are metals, PCBs, and pesticides in the water column; the monitoring of these constituents is included as an optional task below.* It is proposed that bacteria sampling and testing be performed by City of Long Beach Health Department staff, in accordance with protocol provided by M&N. The water elevation of the lagoon would need to be recorded by City of Long Beach surveyor staff once during the tide monitoring period, (as was done for the feasibility study). It is also proposed that visual monitoring of turbidity, algae blooms, and litter be performed by Friends of Colorado Lagoon (FOCL) volunteers, in accordance with protocol provided by M&N. Monitoring is assumed to be performed per the frequencies and durations stated in the table below. The table also shows the parties responsible for obtaining the samples or performing the surveys and performing the analysis/testing.

PRE-CONSTRUCTION MONITORING FOR SWRCB-FUNDED IMPROVEMENTS				
Monitoring Parameter	Frequency	Duration	Sampling/Survey to be Performed by:	Analysis/Testing to be Performed by:
Tidal Range and Elevation	Once for one-month period*		M&N (and water elevation measurement by City of LB survey staff)	M&N
Turbidity	Weekly	4 months	M&N/FOCL	N/A

Bacteria	Weekly	4 months	City of Long Beach	City of Long Beach
Litter	Weekly	4 months	M&N/FOCL	N/A
Algae Blooms	Monthly	4 months**	M&N/FOCL	N/A
Nutrients	Monthly	4 months**	M&N	Kinnetic Laboratories Inc. (KLI)
TSS	Monthly	4 months**	M&N	KLI
DO	Monthly	4 months**	M&N	KLI

* Tidal range would be measured prior to any maintenance cleaning of the tidal culvert.

** This monitoring should be done during the Spring season.

Optional Task 2a.1. Perform Pre-Construction Monitoring of Additional Water Quality Constituents.

Additional water quality measurement parameters/constituents of interest are metals, PCBs, and pesticides in the water column. The monitoring of these constituents is included in this optional task 2a.1 and optional task 3a.1 below. Prior to construction of the SWRCB-funded improvement components, obtain samples and perform testing/analysis in accordance with the approved QAPP/MP. Monitoring is assumed to be performed per the frequencies and durations stated in the table below. The table also shows the parties responsible for obtaining the samples or performing the surveys and performing the analysis/testing.

<u>PRE-CONSTRUCTION MONITORING FOR SWRCB-FUNDED IMPROVEMENTS</u>				
Monitoring Parameter	Frequency	Duration	Sampling/Survey to be Performed by:	Analysis/Testing to be Performed by:
Metals	Monthly	4 months	M&N	KLI
PCBs	Monthly	4 months	M&N	KLI
Pesticides	Monthly	4 months	M&N	KLI

Phase 3. Perform Post-Construction Monitoring

Task 3a. Perform Post-Construction Monitoring for SWRCB-Funded Improvement Components

Following construction of SWRCB-funded improvement components, obtain samples and perform testing/analysis in accordance with the approved monitoring plan. For costing purposes, it is assumed that the measured parameters are tidal range and elevation, turbidity, bacteria, litter, algae blooms, nutrients, total suspended solids (TSS) and dissolved oxygen (DO) in the lagoon waters, (the same parameters measured for pre-construction monitoring). It is proposed that bacteria sampling and testing be performed by City of Long Beach Health Department staff, in accordance with protocol provided by M&N. The water elevation of the lagoon would need to be recorded by City of Long Beach surveyor staff once during the tide monitoring period. It is also proposed that visual monitoring of turbidity, algae blooms, and litter be performed by Friends of Colorado Lagoon (FOCL) volunteers, in accordance with protocol provided by M&N. Monitoring is assumed to be performed per the frequencies and durations stated in the table below. The table also shows the parties responsible for obtaining the samples and performing the analysis/testing of the samples.

POST-CONSTRUCTION MONITORING FOR SWRCB-FUNDED IMPROVEMENTS				
Monitoring Parameter	Frequency	Duration	Sampling/Survey to be Performed by:	Analysis/Testing to be Performed by:
Tidal Range and Elevation	Once for one-month period		M&N (and water elevation measurement by City)	M&N
Turbidity	Weekly	6 months	M&N/FOCL	N/A
Bacteria	Weekly	6 months	City of Long Beach	City of Long Beach
Litter	Weekly	6 months	M&N/FOCL	N/A
Algae Blooms	Monthly	4 months**	M&N/FOCL	N/A
Nutrients	Monthly	4 months**	M&N	KLI
TSS	Monthly	4 months**	M&N	KLI
DO	Monthly	4 months**	M&N	KLI

*** This monitoring should be done during the Spring season.*

Optional Task 3a.1. Post-Construction Monitoring of Additional Water Quality Constituents

As previously stated, additional water quality measurement parameters/constituents of interest are metals, PCBs, and pesticides in the water column. The post-construction monitoring of these constituents is included in this optional task 3a.1. Following construction of the SWRCB-funded improvement components, obtain samples and perform testing/analysis in accordance with the approved QAPP/MP. Monitoring is assumed to be performed per the frequencies and durations stated in the table below. The table also shows the parties responsible for obtaining the samples or performing the surveys and performing the analysis/testing.

POST-CONSTRUCTION MONITORING FOR SWRCB-FUNDED IMPROVEMENTS				
Monitoring Parameter	Frequency	Duration	Sampling/Survey to be Performed by:	Analysis/Testing to be Performed by:
Metals	Monthly	4 months	M&N	KLI
PCBs	Monthly	4 months	M&N	KLI
Pesticides	Monthly	4 months	M&N	KLI

Phase 4. Analyze Monitoring Results

Task 4a. Analyze Monitoring Results for SWRCB-Funded Improvement Components.

Analyze and document the results of the monitoring. Provide an assessment of the project's resultant effects on water quality (pollution reduction). Submit a report presenting the results of the pre-construction and six-month post-construction monitoring efforts.

Phase 0. Project Management

Task 0a. Project Management for SWRCB-Funded Improvement Components.

Perform project management at M&N, including preparation of contract and subcontract documents and invoices, and schedule and financial management. Respond to miscellaneous requests.

**FEE -
 COLORADO LAGOON IMPROVEMENTS MONITORING FOR SWRCB-FUNDED COMPONENTS -
 PROPOSAL PART I**

SUMMARY COSTS							
	Assumed Phasing	LABOR COSTS		OTHER DIRECT COSTS			TASK TOTAL
		M&N	KLI	M&N	KLI	MARKUP	
Phase 1 / Task 1a - Develop QAPP/MP	2007	\$11,186	\$14,506	\$0	\$153	\$2,199	\$28,044
Phase 2 / Task 2a - Perform Pre-Construction Monitoring	2008	\$8,240	\$6,845	\$1,564	\$2,528	\$1,641	\$20,818
Phase 3 / Task 3a - Perform Post-Construction Monitoring	2009	\$6,724	\$7,050	\$1,564	\$2,396	\$1,652	\$19,385
Phase 4 / Task 4a - Analyze Monitoring Results	2009	\$9,142	\$10,766	\$0	\$146	\$1,637	\$21,691
Phase 0 / Task 0a - Project Management	2007-2009	\$6,040	\$0	\$0	\$0	\$0	\$6,040
BASIC PART I SUB-TOTALS		\$41,331	\$39,167	\$3,128	\$5,223	\$7,128	\$95,977
<i>Optional Tasks</i>							
Phase 2 / Task 2a.1 - Perform Pre-Construction Monitoring of Additional Water Quality Constituents	2008	\$1,032	\$0	\$0	\$2,530	\$380	\$3,942
Phase 3 / Task 3a.1 - Perform Post-Construction Monitoring of Additional Water Quality Constituents	2009	\$1,078	\$0	\$0	\$2,606	\$391	\$4,076
OPTIONAL TASKS SUB-TOTALS		\$2,110	\$0	\$0	\$5,136	\$770	\$8,017
							\$103,994
<i>Assumptions:</i>							
1. A joint QAPP/MP is acceptable to the SWRCB.							
2. City of LB Health Department staff will perform bacteria sampling and testing.							
3. City of LB surveyors staff will perform survey of Colorado Lagoon water elevation once during each of the two tidal monitoring periods.							
4. Friends of Colorado Lagoon volunteer staff will perform turbidity, algae blooms, and litter monitoring.							

**Part II - Colorado Lagoon Improvements Monitoring -
Other Improvement Components**

Colorado Lagoon Improvements Monitoring

Scope of Work – Part II – Optional Tasks - Other Improvement Components

Phase 1. Develop Monitoring Plan

Task 1b – Develop Monitoring Plan for All Other Improvement Components.

Define the parameters/constituents to be measured to assess conditions before and after construction of the improvement components, in addition to those defined in Task 1a. Establish the monitoring program goals. Define the monitoring methods/protocols, frequency, duration, responsible parties, and reporting schedule. Submit the monitoring plan to the City for approval. Update the monitoring plan to incorporate City and other agency(s) comments.

Phase 2. Perform Pre-Construction Monitoring

Task 2b – Perform Pre-Construction Monitoring for All Other Improvement Components.

Prior to construction of improvement components, perform sampling/surveying and testing/analysis in accordance with the approved monitoring plan, in addition to the monitoring performed in Task 2a. Gather other existing historical data for the parameters of interest. For costing purposes, it is assumed that the measured parameters are lagoon bathymetry, native vegetation cover, number and diversity of birds, abundance and diversity of fish, number of taxa of invertebrates in the western arm sediment, and presence of eelgrass in the lagoon. Sediment quality (presence and levels of contaminants) is also a parameter of interest, however the previous sediment testing (July 2004 and July 2006) provides adequate information to suffice for pre-construction conditions. It is proposed that monitoring of native vegetation, birds, and invertebrates be provided by FOCL and their qualified associates, in accordance with protocol provided by M&N. *In the event that FOCL cannot provide this monitoring, a separate task has been included below to allow for the option to have this work performed by a biological subconsultant to M&N as part of this scope of work.* Monitoring is assumed to be performed per the frequencies and durations stated in the table below. The table also shows the parties responsible for obtaining the samples or performing the surveys and performing the analysis/testing.

PRE-CONSTRUCTION MONITORING FOR OTHER IMPROVEMENTS				
Monitoring Parameter	Frequency	Duration	Sampling/Survey to be Performed by:	Analysis/Testing to be Performed by:
Sediment	None (prior sediment testing to suffice)		-	-
Bathymetry	Once prior to construction		Dulin & Boynton	M&N
Vegetation	Once prior to construction		M&N/FOCL	N/A
Birds	Twice prior to construction		M&N/FOCL	N/A
Fish	Once prior to construction		Chambers Group Inc. (CGI)	N/A
Invertebrates	Once prior to construction		M&N/FOCL	M&N/FOCL
Eelgrass	Once prior to construction		CGI	N/A

Phase 3. Perform Post-Construction Monitoring

Task 3b – Perform Post-Construction Monitoring for All Other Improvement Components.

Following construction of improvement components, perform sampling/surveying and testing/analysis in accordance with the approved monitoring plan, in addition to the monitoring performed in Task 3a. For costing purposes, it is assumed that the measured parameters are tidal range and elevation, turbidity, sediment quality, lagoon bathymetry, native vegetation cover, number and diversity of birds, abundance and diversity of fish, number of taxa of invertebrates in the western arm sediment, and presence of eelgrass in the lagoon, (the same parameters measured for pre-construction monitoring). The duration of post-construction monitoring for the parameters defined in Task 3a is for only a six-month period. Other improvement components affect these parameters and it is proposed that the monitoring duration of these parameters be extended beyond the initial six-month period (as part of this Task 3b). It is proposed that monitoring of algae blooms, native vegetation, birds, and invertebrates be provided by FOCL and their qualified associates, in accordance with protocol provided by M&N. *In the event that FOCL cannot provide this monitoring, a separate task has been included below to allow for the option to have this work performed by a biological subconsultant to M&N as part of this scope of work.* The water elevation of the lagoon would need to be recorded by City of Long Beach surveyor staff once during each of the tide monitoring periods. Monitoring is assumed to be performed per the frequencies and durations stated in the table below. The table also shows the parties responsible for obtaining the samples or performing the surveys and performing the analysis/testing.

POST-CONSTRUCTION MONITORING FOR OTHER IMPROVEMENTS				
Monitoring Parameter	Frequency	Duration	Sampling/Survey to be Performed by:	Analysis/Testing to be Performed by:
Sediment	Once immediately following construction and Once per Year thereafter.	5 Years (assess need at 3 yrs)**	KLI	KLI
Bathymetry	Once immediately following construction and Once at 10 years post-construction***		Dulin & Boynton	M&N
Vegetation	Once immediately following construction and Twice per Year thereafter	5 Years	M&N/FOCL	N/A
Birds	Once immediately following construction and Once per Season thereafter	5 Years	M&N/FOCL	N/A
Fish	Twice Per Year	5 Years	CGI	N/A
Invertebrates	Once per Year	5 Years	M&N/FOCL	M&N/FOCL
Eelgrass	Once per Year	5 Years	CGI	N/A
Tidal Range and Elevation	Once immediately following construction* and Once per Year thereafter	2 Years	M&N (and water elevation measurement by City of LB)	M&N

Turbidity	Monthly	2 Years	M&N	N/A
Bacteria	Weekly	5 Years	City of LB	City of LB
Litter	Monthly	5 Years	M&N/FOCL	N/A
Algae Blooms	Once per Spring	5 Years	M&N/FOCL	N/A
Nutrients	Monthly over 4 month (Spring) period	2 additional Spring seasons	M&N	KLI
TSS	Monthly over 4 month (Spring) period	2 additional Spring seasons	M&N	KLI
DO	Monthly over 4 month (Spring) period	2 additional Spring seasons	M&N	KLI

* Assumes that other improvement components (e.g. open channel) constructed at later time than SWRCB-funded project components.

** The cost for the two additional sediment samplings and tests (beyond the initial 3-year period) are broken out separately from the base monitoring program.

*** The cost for the 10-year post-construction bathymetric survey is broken out separately from the base monitoring program.

Task 5b - Vegetation/Bird/Invertebrate Monitoring (Option to Tasks 2b and 3b)

Tasks 2b and 3b propose that vegetation, bird, and invertebrate monitoring be performed by FOCL and their qualified associates. If this is not possible, the vegetation, bird and invertebrate monitoring could be performed by Chambers Group biologists, under subcontract to M&N. This monitoring would be done per the approved monitoring plan and per the frequencies and durations stated in Tasks 2b and 3b above.

Phase 4. Analyze Monitoring Results

Task 4b – Analyze Monitoring Results for All Other Improvement Components.

Analyze and document the results of the monitoring. Provide an assessment of the project's resultant effects on water and sediment quality and habitat. Submit a report presenting the results of the pre-construction and post-construction monitoring efforts. Submit reports at the following intervals: 1) three months post-construction (with pre-construction and immediate post-construction results); 2) one year post-construction; 3) two years post-construction; and 4) five years post-construction.

Phase 0. Project Management

Task 0b – Project Management for Other Improvement Components.

Perform project management at M&N, including preparation of contract and subcontract documents and invoices, and schedule and financial management. Respond to miscellaneous requests.

**FEE -
 COLORADO LAGOON MONITORING - OTHER IMPROVEMENT COMPONENTS -
 PROPOSAL PART II**

	Assumed Phasing	LABOR COSTS				OTHER DIRECT COSTS			TASK TOTAL
		M&N	KLI	CGI	D&B	M&N	Subs	MARKUP	
Phase 1 / Task 1b - Develop MP	2007	\$14,940	\$3,648	\$3,260	\$0	\$0	\$0	\$1,036	\$22,884
Phase 2 / Task 2b - Perform Pre-Construction Monitoring	2008	\$3,972	\$0	\$7,840	\$21,400	\$0	\$393	\$4,445	\$38,050
Phase 3 / Task 3b - Perform Post-Construction Monitoring	2009-2013	\$21,683	\$37,465	\$61,000	\$11,300	\$4,428	\$26,690	\$21,132	\$183,698
Phase 4 / Task 4b - Analyze Monitoring Results	2009-2013	\$28,181	\$18,556	\$12,720	\$0	\$0	\$337	\$4,742	\$64,536
Phase 0 / Task 0b - Project Management	2007-2013	\$12,232	\$0	\$0	\$0	\$0	\$0	\$0	\$12,232
SUB-TOTALS FOR BASIC PART II		\$81,008	\$59,668	\$84,820	\$32,700	\$4,428	\$27,421	\$31,356	\$321,400
Optional Tasks									
Phases 2 and 3 / Task 5b - Vegetation/Bird/Invertebrate Monitoring by Chambers Group (11 vegetation, 22 bird, and 6 invertebrate surveys)	2009-2013	\$516	\$0	\$127,220	\$0	\$0	\$2,718	\$19,491	\$149,945
Phase 3 / Task 3b - Sediment Monitoring Beyond 3-Years Post-Construction Period (2 additional surveys)	2012-2013	\$1,286	\$24,147	\$0	\$0	\$0	\$10,940	\$5,263	\$41,636
Phase 3 / Task 3b - Bathymetric Survey at 10-Years Post-Construction	2018	\$2,963	\$0	\$0	\$18,400	\$0	\$0	\$2,760	\$24,123
SUB-TOTALS FOR OPTIONAL TASKS		\$4,765	\$24,147	\$127,220	\$18,400	\$0	\$13,658	\$27,514	\$215,704
									\$537,104
Assumptions:									
1. City of LB Health Department staff will perform bacteria sampling and testing.									
2. City of LB surveyors staff will perform survey of Colorado Lagoon water elevation once during each of the three tidal monitoring periods.									
3. Friends of Colorado Lagoon volunteer staff will perform turbidity, algae blooms, and litter monitoring.									
4. Friends of Colorado Lagoon volunteer staff will perform vegetation, bird and invertebrate monitoring under the basic program.									



RATE SCHEDULE FOR PROFESSIONAL SERVICES

Effective July 2, 2006 Until Revised

	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
PROFESSIONALS	Supervisory Engineer/Scientist	\$ 195.00
	Senior Engineer/Scientist	\$ 179.00
	Engineer/Scientist III	\$ 168.00
	Engineer/Scientist II	\$ 150.00
	Engineer/Scientist I	\$ 129.00
	Staff Engineer/Scientist	\$ 103.00
TECHNICIANS	Senior Technician	\$ 146.00
	Designer	\$ 135.00
	CADD II	\$ 112.00
	CADD I	\$ 87.00
CLERICAL	Word Processing	\$ 83.00
	General Clerical	\$ 71.00
SPECIAL	Principal Engineer/Scientist	\$ 220.00
	Court Appearances	\$ 300.00

REIMBURSABLE EXPENSES (Unless Otherwise Provided in Written Agreement)

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

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EXHIBIT "B"
CITY'S REPRESENTATIVE

Amy Bodek
Tel: (562) 570-6479

OR

Dennis Eschen
Tel: (562) 570-3130

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EXHIBIT "C"
MATERIALS TO BE PROVIDED BY CITY TO CONSULTANT

NONE.