

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR HARBOR ENGINEER  
NOBLE CONSULTANTS, INC.**

**PART ONE – GENERAL CONDITIONS**

**1.1 INTRODUCTION**

**1.1.1 Parties.** This Contract is entered into by and between the County of Los Angeles (the "County") and Noble Consultants, Inc. (the "Contractor").

**1.1.2 Recitals.** The Contract is intended to integrate within one document the terms for the engineering services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform) and Form P-2 (Proposer's Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6 and P-8 submitted with the Contractor's Proposal.

**1.1.3 Effective Date.** The effective date of this Contract shall be the later of July 29, 2008 or the date of Board approval.

**1.1.4 Contract Provisions.** The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

**1.1.5 Work to be Performed.** Contractor shall perform the work set forth in Part 2 and Form P-2.

**1.1.6 Rescission.** The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

**1.1.7 Supplemental Documents.** Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

**1.2 INTERPRETATION OF CONTRACT**

**1.2.1 Headings.** The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

**1.2.2 Definitions.** The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

*Board, Board of Supervisors.* The Board of Supervisors of Los Angeles County.

*Chief Deputy.* The Chief Deputy of the Department.

*Contract.* An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

*Contract Administrator (CA).* The Chief, Planning Division or a designated representative.

*Contractor.* The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

*Contract Year.* The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

*County.* The County of Los Angeles.

*County Counsel.* The Los Angeles County Counsel.

*Department.* The Los Angeles County Department of Beaches and Harbors.

*Director.* The Director of the Department.

*Offer to Perform.* Form P-1 of the Contract.

*Performance Standard.* The essential terms and conditions for the performance of the Contract work as defined in the Contract.

*Proposer.* Any person or entity authorized to conduct business in California who submits a Proposal.

*Request for Proposals (RFP).* The solicitation to this Contract issued March 4, 2008.

*Subcontractor.* A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

*Work Order.* An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work. See Exhibit 1.

### **1.3 CONTRACT TERM**

**1.3.1 Initial Term.** The initial Contract term shall be three consecutive years commencing on the later of July 29, 2008 or the date of approval of the Contract by the Board of Supervisors.

**1.3.2 Two One-Year Extension Options.** If the Director determines that it is in the interest of the County to do so, he may grant up to two

one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Should the Contractor fail to accept or decline the Director's offer in writing before the expiration date of the Contract term or optional Contract Year or within 30 days, whichever is earlier, the offer shall be deemed revoked.

#### **1.3.3 Extension to Complete Work Order.**

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

**1.3.4 Survival of Obligations.** Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

### **1.4 COMPENSATION**

**1.4.1 Contract Sum.** The net amount the County shall expend from its own funds during any Contract year for harbor engineering services among all Contractors shall not exceed \$200,000. The County may, for non-storm related projects, at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for harbor engineering services may exceed the aforementioned \$200,000 to the extent that a lessee or other third party is obligated to reimburse the County for its harbor engineering expenses.

In addition, for storm related projects, the County may at its discretion expend an amount not to exceed \$2,380,000. These funds are primarily reimbursable from the Federal



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In addition, for storm related projects, the County may at its discretion expend an amount not to exceed \$3,100,000. These funds are primarily reimbursable from the Federal Emergency Management Agency, Office of

Emergency Services, and General Fund resources, including net County cost provided in the Capital Projects/Refurbishments and Extraordinary Maintenance Budgets.

**1.4.2 Increase of Contract Sum by Director.** Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$200,000 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

**1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates.** Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy Director. Compensation for all work under a Work Order shall be at Contractor's employee hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1. There are no other reimbursable expenses under this Contract.

**1.4.4 Increase in Maximum Compensation Under Work Order.** The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

**1.4.5 Extension of Time to Complete Work Order.** Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

**1.4.6 Contractor's Invoice Procedures.**

**1.4.6.1** The Contractor shall submit an invoice to the Department on or before the fifteenth day of

each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

**1.4.6.2** If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

**1.4.6.3** Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

**1.4.6.4** Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
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**PART TWO – STATEMENT OF WORK**

**2.1 GENERAL REQUIREMENTS**

**2.1.1 Contractor's Work Plan.** Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

**2.1.2 Contractor Expenses.** The Contractor shall at its own expense provide all labor, equipment, maintenance, materials, supplies, licenses, registration, data systems, transportation, meals, lodging, services, and expenses required for the performance of the Contract.

**2.1.3 Contractor's Office.** The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail.

**2.1.4 Communication with Department.** The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

**2.1.5 Personal Services of Designated Persons Required.** In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in

the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

**2.1.6 Contractor to Maintain CAD Files.** The Contractor shall maintain any computer-assisted drafting (CAD) files and other drafting documents prepared for the Department and shall deliver copies of the files and documents to the Department in the desired file format upon the Contract Administrator's request.

**2.1.7 Contractor to Make Semi-Monthly Reports.** The Contractor shall report to the Contract Administrator on a semi-monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

**2.1.8 Contractor to Prepare Final Project Report.** When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's findings, recommendations, plans, and designs in accordance with the Contract Administrator's instructions.

**2.2 PERSONNEL**

**2.2.1 Contractor's Representative (CR).** The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

**2.2.2 Engineers.** Contractor shall provide the professional services of the civil engineers, structural engineers, harbor engineers, and

project managers identified in the Contractor's Proposal.

### **2.2.3 County Contract Administrator (CA).**

**2.2.3.1** The Chief, Planning Division shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

**2.2.3.2** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

**2.2.3.3** The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

**2.2.3.4** The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

## **2.3 SERVICES TO BE PROVIDED**

The Contractor's services shall include, but are not limited to the following:

- Provide professional engineering services and consultation as required to support the planning, facilities, and executive staff of the Department of Beaches and Harbors;
- Review development proposals, engineering drawings, and architectural plans and furnish advice on the feasibility and impact of the proposals;
- Review plans and specifications for proposed construction and repair;
- Evaluate plans and designs for proposed County facilities in Marina del Rey and on County-operated beaches;
- Provide construction management services for capital and refurbishment projects in Marina del Rey and on County-operated beaches;
- Review engineering technical documents;
- Prepare design drawings for smaller projects;

- Design co-owned shoreside structures;
- Review and update minimum standards for Marina construction;
- Evaluate and analyze structures built over water;
- Evaluate and analyze all maritime activities such as docking, maneuverability and design of docks, floats, and gangways;
- Review navigation and boating circulation within Marina del Rey and recommend changes;
- Review proposals, plans, and specifications for harbor dredging;
- Estimate costs and prepare construction budgets;
- Evaluate dock repairs, modifications, and improvements by lessees;
- Review proposals, plans, and specifications for beach sand replenishment;
- Review proposals, plans, and specifications for construction or repair of beach infrastructure, including revetments, groins, jetties, piers, and the like;
- Provide professional support as required for Departmental presentations to Beach Commission, Small Craft Harbor Commission, Design Control Board, Regional Planning Commission, Los Angeles County Board of Supervisors, California Coastal Commission, and other bodies;
- Upon reasonable notice, appear at such times and places as County may require to provide consulting services;
- Provide a structural engineering inspection of waterside improvements in Marina del Rey when directed by the CA;
- Provide a structural engineering inspection and an inspection report with respect to any possible structural deficiency of landside and waterside improvements;



- Perform other duties as required by the Director.

## **2.4 QUALITY ASSURANCE**

**2.4.1 Purpose of Standards.** The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

**2.4.2 Performance Evaluation.** The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

**2.4.3 Contractor's Quality Control Plan.** The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

**2.4.4 Applicable Professional Standards to be Followed.** The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to the engineering profession and engineering specialty.

**2.4.5 Contractor to Maintain Professional Registration.** The Contractor shall maintain his or her California civil engineer registration throughout the term of the Contract and any extension period and shall inform the Department in writing immediately upon the

suspension, revocation, lapse, or other loss of professional registration. Such suspension, revocation, lapse, or other loss of professional registration shall be deemed a material breach of the Contract and shall be grounds for termination of the Contract pursuant to Section 3.16.

**2.4.6 Conflicts of Interest.** Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

### **2.4.7 Other Standards to be Followed.**

**2.4.7.1** Contractor shall meet deadlines set by CA.

**2.4.7.2** Drawings shall appear clean, well-executed, and professionally prepared.

**2.4.7.3** Reports required by the Contract or any Work Order shall be completed on time.

**2.4.7.4** Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

**2.4.7.5** Hourly services shall be accurately reported.

**2.4.7.6** Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

**2.4.7.7** Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

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**PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS**

**3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS**

**3.1.1** The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

**3.1.2** In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

**3.2 NONDISCRIMINATION IN EMPLOYMENT**

**3.2.1** The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**3.2.2** The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

**3.2.3** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

**3.2.4** The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

**3.2.5** If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

**3.2.6** The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

**3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS.** The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination

under the Contract or under any project, program, or activity supported by the Contract.

### **3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**3.4.1** The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

**3.4.2** The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

**3.4.3** The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

**3.5 GOVERNING LAW.** The Contract shall be construed in accordance with and governed by the laws of the State of California.

### **3.6 COVENANT AGAINST CONTINGENT FEES**

**3.6.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

**3.6.2** The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

### **3.7 TERMINATION FOR IMPROPER CONSIDERATION**

**3.7.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**3.7.2** Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

**3.7.3** The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

**3.8 INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

### **3.9 INSURANCE**

**3.9.1 General Insurance Requirements.** Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of

insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

**3.9.2 Evidence of Insurance.** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**3.9.3 Insurer Financial Rating.** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

**3.9.4 Failure to Maintain Coverage.** Failure by the Contractor to maintain the required insurance or to provide evidence of insurance

coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

**3.9.5 Notification of Incidents, Claims or Suits.** Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

**3.9.6 Compensation for County Costs.** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

**3.9.7 Insurance Coverage Requirements for Subcontractors.** Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County



retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

**3.9.8 Insurance Coverage Requirements.** The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

**3.9.8.1** General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations  
Aggregate: \$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

**3.9.8.2** Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

**3.9.8.3** Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

**3.9.8.4 Professional Liability.** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period

commencing upon termination or cancellation of this Contract.

### **3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR**

**3.10.1** Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

**3.10.2** Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

**3.10.3** Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

### **3.11 RECORD RETENTION AND INSPECTION**

**3.11.1** The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

**3.11.2** If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

### **3.12 AUDIT SETTLEMENT**

**3.12.1** If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the

Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

**3.12.1.1** If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

**3.13 VALIDITY.** The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

**3.14 WAIVER.** No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

**3.15 DISCLOSURE OF INFORMATION**

**3.15.1** The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

**3.15.2** However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

- (1) All publicity shall be presented in a professional manner.
- (2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by

the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

**3.16 COUNTY'S REMEDIES FOR DEFAULT**

**3.16.1** If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

**3.16.2** Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

**3.16.3** If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

**3.16.4** In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

**3.16.5** Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

**3.16.6** If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

**3.16.7** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

### **3.17 DEFAULT FOR INSOLVENCY**

**3.17.1** Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

**3.17.2** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

### **3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY**

**3.18.1** The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

**3.18.2** County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

**3.18.3** The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

**3.18.4** The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

**3.19 NOTICE OF DELAY.** Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

**3.20 NOTIFICATION.** Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

**3.21 CONFLICT OF INTEREST**

**3.21.1** The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

**3.21.2** The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

**3.21.3** The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

**3.22 DELEGATION AND ASSIGNMENT**

**3.22.1** The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract

without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.22.2** Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

**3.23 SUBCONTRACTING**

**3.23.1** Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.23.2** The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

**3.23.3** In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

**3.23.4** In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a



prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

**3.23.5** Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

**3.23.6** Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

### **3.24 CHANGES AND AMENDMENTS**

**3.24.1** Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

**3.24.2** A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

**3.24.3** The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

**3.25 PROPRIETARY RIGHTS.** All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

**3.26 TIME.** Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

**3.27 AUTHORIZATION.** The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

### **3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS**

**3.28.1** The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

**3.28.2** Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

### **3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

### **3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

Should the Contractor require additional or replacement personnel after the effective date of



the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

### **3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program.** Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program.** Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the

County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

**3.31.3 Voluntary Posting of "Delinquent Parents" Poster.** Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County Child Support Services Department will supply Contractor with the poster to be used.

### **3.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

**3.32.1** The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-8, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

### **3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

**3.33.1** A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

**3.33.2** The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the

Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

**3.33.3** The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

**3.33.4** If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

**3.33.5** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

**3.33.6** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

**3.33.7** If the Contractor has been debarred for a period longer than five years, the Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

**3.33.8** The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

**3.33.9** These terms shall also apply to Subcontractors of County Contractors.

**3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT.** Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the

federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 2).

**3.35 CONTRACTOR TO USE RECYCLED PAPER.** Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

**3.36 COMPLIANCE WITH JURY SERVICE PROGRAM**

**3.36.1 Jury Service Program.** This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

**3.36.2 Written Employee Jury Service Program.**

**3.36.2.1** Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

**3.36.2.2** For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by

the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

**3.36.2.3** If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

**3.36.2.4** Contractor's violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**3.37 SAFELY SURRENDERED BABY LAW.**

**3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law.** The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The

fact sheet is set forth in Exhibit 3 of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**3.37.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.** The Contractor acknowledges that the County places high priority on the implementation of the Saely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

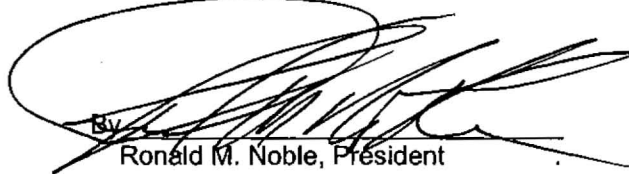
**3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT**

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all

such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year first written above.

Noble Consultants, Inc.

  
By \_\_\_\_\_  
Ronald M. Noble, President

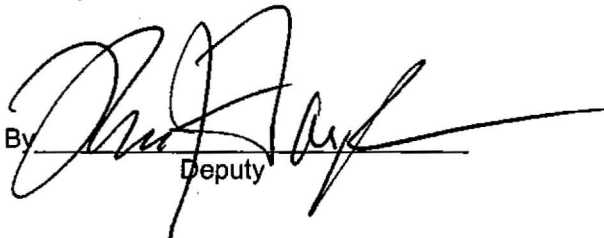
By \_\_\_\_\_  
Chair, Board of Supervisors

SACHI A. HAMAI  
Executive Officer-Clerk of  
the Board of Supervisors

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By   
Deputy



**REQUEST FOR PROPOSALS FOR HARBOR ENGINEER  
OFFER TO PERFORM**

**Proposer:** Name: Noble Consultants, Inc.  
 Address: 2201 Dupont Drive, Suite 620  
Irvine, CA 92612  
 Phone: 949-752-1530 Fax: 949-752-8381

**To:** Stan Wisniewski, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide civil engineering consultation and services in connection with property located within the Marina del Rey Small Craft Harbor and on County-operated beaches on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract years.

As there are no Contractor reimbursable expenses allowed for these services (Contract Section 1.4.3), the hourly rates submitted for each job title shall include all overhead required for performance of the Contract.

The rate(s) for services shall be:

Job Title:	Hourly Rate:
**** See Attached	Dollars (\$ _____)
_____	Dollars (\$ _____)
_____	Dollars (\$ _____)
_____	Dollars (\$ _____)

The proposal is subject to the following additional conditions:

\_\_\_\_\_

*(Conditions which reject, limit or modify required terms and conditions of the Contract may cause rejection.)*

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n):  individual  corporation  partnership or joint venture  
 limited liability company  other

State of Organization: California Principal place of business: Irvine and Novato, CA

Authorized agent for service of process in California:

None  
 Name Address Phone

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any manner pertaining to the proposed Contract:

Jon T. Moore, P.E.	Vice President	949-752-1530	Ronald M. Noble, P.E.	President	949-752-1530
Name	Title	Phone	Name	Title	Phone

Dated: March 28, 2008

Proposer's signature: 

Ronald M. Noble, P.E.	President	949-752-1530
Name	Title	Phone

**SCHEDULE OF CHARGES**

**Labor\* (per hour)**

Senior Principal Engineer	\$280	Senior Survey Engineer	\$135
Principal Engineer	234	Staff Engineer III	132
Associate Engineer II	206	Staff Engineer II	128
Associate Engineer I	192	Staff Engineer I	115
Senior Structural Engineer II	178	Surveyor II	110
Senior Structural Engineer I	166	Surveyor I	98
Senior Engineer II	178	Senior Construction Inspector	106
Senior Engineer I	166	CADD Designer/Operator	106
Structural Engineer	156	Assistant Engineer	102
Project Engineer II	146	Construction Inspector	98
Project Engineer I	136	Technician	84
Construction Manager	142	Word Processing / Clerical	76
Construction Cost Estimator	135		

\* Depositions, mediations, arbitrations, and court appearance labor is two times the rate shown and billed in 1/2-day increments.

**Reimbursable Expenses\*\***

**In-house**

Survey Vessel	\$300 per day	CADD Plots	\$2.00 per page
RTK-DGPS Surveying	375 per day	Imagenex Profiling Sonar	375 per day
Locus DGPS Surveying	275 per day	Imagenex Side Scan Sonar	375 per day
DGPS Navigation System	375 per day	Sparker Sub-bottom Profiler	400 per day
Gyro	25 per day	Uniboom Sub-bottom Profiler	350 per day
Motion Compensator	200 per day	3.5 Tuned Transducer System	250 per day
Precision Depth Sounder	75 per day	Marine Magnetometer	200 per day
Tide Gage	75 per day	Underwater Video System	125 per day
Theodolite/Total Station	150 per day	Truck	100 per day
Radios	15 per day	Generator	50 per day
Photocopying	0.30 per page	Inspector Boat	100 per day
Color Photocopy (8-1/2x11)	1.00 per page	Automobile	1.00 per mile
Color Photocopy (11x17)	1.25 per page		

**Out-of-Pocket**

Travel, Subconsultants, Printing, Communication, etc.

\*\* In-house at scheduled rate plus 15%. Out-of-pocket at cost plus 15%.

**Invoices**

Bills are due and payable on presentation. Interest at 1.5% per month (but not exceeding the maximum rate allowable by law) is payable on any amounts not paid within 30 days.

**WORK PLAN**

1. **STAFFING PLAN:** Provide the requested information about engineers, key employees and subconsultants. Attach all resumes.

Name	Relationship to Proposer	Job Title	Responsibilities
Ronald M. Noble, P.E.	Employee	Principal In Charge	Quality Control Coastal/Harbor Engineering
Jon T. Moore, P.E.	Employee	Project Manager	Project Management Coastal/Harbor Engineering
Scott Noble, P.E.	Employee	Principal Investigator	Dredging Coastal/Harbor Engineering
Chia-Chi Lu, Ph.D., P.E.	Employee	Principal Investigator	Coastal Engineering
Thomas Fischetti, P.E.	Employee	Principal Investigator	Structural/Civil Engineering
Claudio Fassardi	Employee	Principal Investigator	Coastal Engineering
Wenkai Qin, Ph.D., P.E.	Employee	Principal Investigator	Coastal Engineering
Glenn Gibson	Employee	Principal Investigator	Construction/Cost Estimates
Rick Hollar	Employee	Principal Investigator	Survey

2. **PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION:** Ronald M. Noble and Scott M. Noble

3. **IDENTIFY PARTNERS/SUBCONSULTANTS:**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
Larry Paul	Larry Paul & Associates	Subconsultant	Inter-Agency Coordination and Collaboration	2967 Michelson Drive, G244 Irvine, CA 92612	(949) 439-1455
Noel Davis	Chambers Group, Inc.	Subconsultant	Marine Biology/CEQA	17671 Cowan Avenue, Suite 100 Irvine, CA 92614	(949) 261-5414
Rudy Pacal	Gorian & Associates, Inc.	Subconsultant	Geotechnical Engineering	3595 Old Conejo Road Thousand Oaks, CA 91320	(805) 372 9262
Jeff Terai	Harbor Offshore, Inc.	Subconsultant	Underwater Diving Inspection	5720 Nicolle Street Ventura, CA 93003	(805) 639-2205
Steve Cappellino	Anchor Environmental CA L.P.	Subconsultant	Contaminated Sediments	28202 Cabot Road, Suite 425 Laguna Niguel, CA 92677	(949) 347-2782

**4. LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

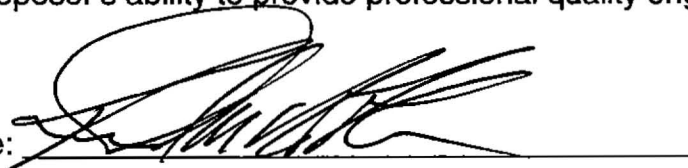
Name	License	License Number
Ronald M. Noble	Civil Engineer	C23436
Scott M. Noble	Civil Engineer	C38563
Jon T. Moore	Civil Engineer	C25673
Thomas Fischetti	Civil Engineer	C39539
Chia-Chi Lu	Civil Engineer	C52521
Wenkai Qin	Civil Engineer	C68730

**5. STATEMENT OF APPROACH TO THE SCOPE OF WORK:**

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please to address the following items:

- a. How the Proposer will perform the Contract work. A Narrative discussion of the Proposer's approach to various kinds of consulting assignments and County requirements;
- b. Proposer's ability to support the Department before the Design Control Board, the Beach Commission, the California Coastal Commission, and other bodies;
- c. Proposer's ability to provide licensed professional advice and civil and structural engineering services with special emphasis on engineering of marine facilities; and
- d. Proposer's ability to provide professional quality engineering drawings and other work product.

Signature: \_\_\_\_\_



**RONALD M. NOBLE**  
**SENIOR PRINCIPAL ENGINEER**

**EDUCATION**

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University of California at Berkeley, M.S., 1969  
Civil/Coastal Engineering  
San Jose State University, B.S., 1968  
Civil Engineering

**REGISTRATION**

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California, Civil Engineer, 1973, RCE 23436  
NAUI Scuba Diver

**EXPERTISE**

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Mr. Noble has over 39 years of experience in coastal-ocean engineering, navigational/dredging projects, waterfront structures, hydrologic analysis and computer modeling. He has worked on a broad cross section of coastal/oceanographic and hydrologic engineering projects involved with riverine, estuarine, and coastal processes, dredging operations, navigational surveys, flood studies and the design of port facilities, small craft harbors and waterfront structures. Projects have included beach nourishment & stabilization, navigational improvements, wetlands restoration, piers, floating berths, breakwaters, bulkheads, seawalls, groins, and channel stabilization structures. He has been equally involved in overseeing engineering analyses, permit processing, engineering design, construction contract documents & bidding, and construction management for these projects.

**EXPERIENCE**

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Principal-In-Charge/Project Manager for the San Diego Association of Governments (SANDAG) Regional Beach Sand Project. Responsibilities included preparation of design, plans, specifications, and contract documents; and overseeing construction management/resident inspection to re-nourish twelve San Diego County beaches with over 2 million cubic yards of sandy material dredged from six offshore borrow sites. Dredging was performed with a trailing suction hopper dredge that then attached to inshore mono-buoys for pumping sand materials to shore.

Provided construction management oversight support to County of Orange for dredging one million cubic yards in Upper Newport Bay with offshore barge disposal during 1 ½ year period. Services included contractor dispute resolution, interpretation of contract documents, review of change orders, and providing/managing three to five construction inspectors for 24 hours per day operation.

Directed a comprehensive coastal study for BEACON along the Santa Barbara/Ventura Counties coastline which included the inventory of offshore, harbor entrance and fluvial sand sources, estimating erosion rates and sediment budgets, preparing a comprehensive sand management program to control beach erosion and recommending and implementing an effective monitoring plan to observe indicators of beach health.

Principal-In-Charge for U.S. Navy Special Project M10-90 to perform hydrographic and underwater diving surveys, perform topographic mapping, and prepare plans, specifications, bid documents and construction cost estimates for maintenance dredging of six miles of channel, Piers 1,2,7,8 and 13, and Chollas and Paleta Creeks at Naval Station, San Diego.

Principal-In-Charge for U.S. Navy Special Project M1-90 to perform hydrographic and underwater diving surveys, perform topographic mapping, perform geotechnical vibracore sampling, and prepare plans, specifications, bid documents and construction cost estimates for maintenance dredging of ammunition Pier Bravo and the turning basin for the Quaywall on North Island, San Diego.

Project manager for overseeing rehabilitation of City of Oceanside Municipal Pier that included feasibility studies, development of design criteria, demolition of storm damaged pier, design of new pier including buildings and shoreline protection, and construction management and inspection of pier, buildings and shoreline protection during construction.

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NOBLE CONSULTANTS, INC.



Directed design for replacement of the San Leandro Marina including reconfiguration of berthing layout and preparation of plans, specifications, cost estimates, construction schedule, and bid documents for new floating dock and piling system, approach piers, dredging, and utilities and landscape improvements. Directed construction management and resident inspection during construction.

Performed engineering design, and prepared plans and specifications for new 550 boat Sunroad Marina in San Diego Bay, which included concrete floating dock system, all appurtenances and a prestressed concrete sheet pile breakwater. Also, provided construction inspection.

Prepared conceptual design and directed final design, plans, specifications and cost estimates for the Navy's NTC marina expansion project in San Diego Bay, which included floating timber dock system, two concrete piers, shoreline protection, support building and site improvements.

Principal-In-Charge for preparing engineering design, plans and specifications for the reconfiguration of the City of San Leandro's 112-acre upland confined dredge disposal site to handle maintenance dredging. This project included engineering design, environmental permitting, development of long range operational plan, removal of deposited dredge sediments, water quality testing and reconfiguration improvements.

Principal-In-Charge for the County of Orange maintenance dredging project at Huntington Harbor/Sunset Harbor, which included hydrographic surveying and mapping, preparation of plans, specifications, bid documents and cost estimates, geotechnical and environmental investigations, mitigation of eelgrass, and construction monitoring.

Design engineer for Coronado Cays Company's, Coronado Cays waterfront development in San Diego, which included engineering design, plans, specifications and cost estimates for one million cubic yards of dredging for a one mile long navigation channel, bulkheads, and rock slope protection.

Principal responsible for review of NCI dredging evaluation analysis for Wrangell Narrows Navigation Improvement consisting of up to 15 million cubic yards of dredging for 24 miles of channel widening and deepening for Alaska District, COE.

Principal responsible for NCI's coastal hydraulic analysis and design of navigational and harbor improvements to the Sand Point Harbor facilities in the Aleutian Islands for the Alaska District, COE.

Directed the engineering studies to develop oceanographic design criteria and recommend alternative plans for repair or replacement of the Huntington Beach and Redondo Beach Municipal Piers, and performed engineering design and preparation of plans and specifications for reconstruction of the damaged Redondo Beach pier.

Prepared conceptual designs, final designs, plans, specifications and/or construction inspection for numerous marina facilities including Marina del Rey, King Harbor, Huntington Harbour, Sunroad, NTC-Navy, San Leandro and Lighthouse in California, and Cancun and San Carlos in Mexico.

Principal-In-Charge for U.S. Navy harbor expansion project at Naval Weapons Station, Seal Beach, which included conceptual design and cost evaluation for expansion of existing harbor facilities including new channel dredging, breakwater, trestle and pier/wharf structures, and offshore terminal to handle AOE-6 class ships.

Directed and/or performed the engineering analysis and design, including plans, specifications and cost estimates, and performed construction management and inspection, for shoreline protection consisting of revetments, seawalls, bulkheads, groins, breakwaters and beach nourishment. These improvements have been designed using stone, concrete, steel, and sand for locations throughout California, the United States, and overseas.

Directed preparation of reconnaissance reports, final feasibility reports and conditional surveys for southern

California harbors for the U.S. Army Corps of Engineers. These studies included engineering analyses and cost-benefit evaluations for harbor improvements such as dredging, breakwater/jetty modifications, spur groins and sediment traps.

Performed siting and design investigation for dock structures at 15 atolls within the Marshall Islands Group. This investigation included site selection, development of design criteria, and the design, configuration, and alignment schemes for dock structures.

Project engineer for Alumina Partners of Jamaica wharf design project in Port Kaiser, Jamaica, which included engineering design, plans, specifications and cost estimates for a finger pier berth using an anchored steel sheet pile pier with rock slope protection.

Project manager for the National Shoreline Study, California Regional Inventory that identified shoreline erosional conditions for the entire state's shoreline area. Recommended and identified beach nourishment and/or other suitable protection including estimated costs and priorities of importance.

#### **PROFESSIONAL AFFILIATIONS**

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American Society of Civil Engineers  
Association of Coastal Engineers  
Consulting Engineers and Land Surveyors of California  
American Council of Engineering Companies  
American Shore and Beach Preservation Association  
California Shore and Beach Preservation Association  
California Marine Parks and Harbor Association  
Permanent International Association of Navigation Congresses  
American Nuclear Society

#### **PROFESSIONAL RECOGNITION**

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Member, Coastal Engineering Research Council since being appointed in July 1980  
Director & Charter Member, Association of Coastal Engineers  
Past Director, American Shore and Beach Preservation Association  
Past President, Marin Chapter-Consulting Engineers and Land Surveyors of California  
Chairman, ICCE 2006 (30<sup>th</sup> International Conference on Coastal Engineering) Held in San Diego, California, September 2006  
Director, World Marina Conference, Inc. that sponsored World Marina Conference, Long Beach, California, April 29 - May 2, 1991  
Chairman, American Nuclear Society Committee that developed an American National Standard on Design Basis Flooding at Power Reactor Sites  
U.S. Expert Representative on the International Atomic Energy Agency Committee for Development of an International Standard on Design Basis Floods for Nuclear Power Plants on Coastal Sites  
General Chairman, National Shoreline symposium, "Shoreline Forum '79", held in Los Angeles, California  
Member, ANS Committee on Site Evaluation of Power Reactor Sites

**JON T. MOORE**  
**PRINCIPAL ENGINEER**

**EDUCATION**

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University of California at Berkeley, M.S., 1972  
Civil Engineering  
University of California at Berkeley, B.S., 1971  
Civil Engineering

**REGISTRATION**

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California, Civil Engineer, 1975, RCE 25673  
Florida, Professional Engineer, 1986  
South Carolina, Professional Engineer, 1984

**EXPERTISE**

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Mr. Moore is a civil engineer with over 36 years of specializing in coastal and offshore projects. His breadth of experience includes design criteria recommendation, site planning, problem mitigation studies to rectify existing adverse conditions, environmental assessment of proposed improvements and the preparation of plans and specifications for various types of coastal structures development and civil works construction.

**EXPERIENCE**

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Principal in Charge for a 14 year on call contract with the City of Oxnard to provide services for Mandalay Bay's 6.5 mile long seawall and watering system. These services have included seawall repair and maintenance, plans, specifications and oversight of maintenance dredging, plan checks, emergency responses to homeowners and storm damage, and underwater survey oversight. This project began in 1993 and is an ongoing project. Over \$4,000,000 has been spent to date for various seawall repairs and maintenance dredging work.

Project engineer for the proposed 250-slip National City Marina. Responsible to the Unified Port District of San Diego for preparation of the 30 percent complete plans and specifications to enable lessee solicitation. The work included excavation and removal of 400,000 cubic yards of sand and bay deposits, optimization of the slip layout, perimeter slope protection, upland access, parking and infrastructure, three public buildings and landscaping. Special project design conditions included seismic risk, poor foundation conditions and a significant federal flood control channel adjacent to the entrance. Conceptual design studies began in 1992, and construction was completed in 2005. The project cost was \$7,200,000.

Principle in Charge for the Channel Islands Harbor Revetment Shoreline Stabilization Project. This project consists of approximately 4,000 feet of revetment replacement and slope toe stabilization. Design work began in 2004. Construction was completed in 2007 for a cost of \$5,300,000.

Principle in Charge for the Niguel Shores Revetment project for the County of Orange. This project includes inspection of 2,000 of existing shoreline revetment and preparation of conceptual repair and rehabilitation plans. Work began in 2007 and is progressing to detailed design and construction. The estimated construction cost will be about \$2,000,000.

Project engineer for Engineering Design Services for Dredging, Bulkhead & Fender Improvements for an industrial plan at the Port of Long Beach. The project scope included preparation of a conceptual design to stabilize underwater slopes adjacent to the plant's deep water berth. This project began in 2006 and is ongoing. Estimated construction costs for the various design components will total over \$15,000,000.

Project engineer for the 1995 storm damage assessment of the San Buenaventura Pier. The study included a structural engineering review of timber pile capacity, storm wave conditions, and formulation of alternative repair/reconstruction methods. Assisted the City to implement a modified repair program and provided consultation during construction. Project engineer for design of steel pile/framed and timber stringer/deck system of reconstructed outer pier end including providing construction management during 1999-2000.

Design engineer for detailed engineering design and preparation of plans and specifications for repair to a storm-damaged section of the Redondo Beach Municipal Pier. Work included plans and specifications for demolition of damaged building improvements and replacement of timber pile, cap and deck.

Project manager for the Orange County Nearshore Wave Study to characterize extreme and more frequently recurring conditions. The study includes deep water hindcast, spectral nearshore transformation, and Monte Carlo simulation of occurrences over a 30-mile shore segment.

Project engineer for the final feasibility reports for Redondo Beach - King Harbor, Channel Islands Harbor, Ventura Harbor, and for the reconnaissance report at Mission Bay Harbor, Morro Bay Harbor and Rancho Palos Verdes shoreline. These projects were performed for the Los Angeles District, Corps of Engineers and included comprehensive coastal processes analysis, the evaluation of alternative improvement plans with preliminary designs, cost estimates, and economic optimization curves.

Project engineer for the deep draft harbor expansion of the U.S. Naval Weapons Station, Seal Beach. Responsibilities included plan formulation of alternative inshore and offshore berthing plans to accommodate BB, CV, LHA and AOE class vessels. Preliminary designs and engineering cost estimates were prepared for dredging, fill, wharf structures, offshore trestle access, breakwater protection and support infrastructure.

Project manager for preparation of a comprehensive erosion management plan for 60-miles of urbanized shoreline in Santa Barbara and Ventura County. The multi-disciplinary study prepared for the BEACON joint powers authority entailed definition of past, present and future coastal processes, delineation of problems and opportunities for improvement, identification of suitable offshore borrow sources for sand replenishment and formulation of technically, environmentally and economically feasible shoreline preservation and enhancement strategies.

Design engineer for detailed structural design and preparation of plans and specifications for replacement of the original timber segment of the Port Hueneme municipal recreation pier. Work included reconfiguration of the pier plan, replacement of electrical and mechanical service and construction inspection.

Project engineer and design engineer for preparing the final design, plans, specifications, contract documents, and construction cost estimates for a U.S. Navy marina facility in San Diego. The project included the design of two concrete piers, a floating timber dock system, a marina support building and all site improvements.

Performed review of construction submittals including shop drawings, supporting calculations, and certificates of materials testing and compliance; and performed intermittent construction inspection for the new 550-boat concrete dock Sunroad Marina in San Diego Bay.

Project engineer for planning, design, permitting and construction of municipal and private marinas in the U.S. Southeast. Designs included timber and concrete dock systems for protected and exposed site locations. Two facilities included post-tensioned floating concrete breakwaters. Activities also included dredging, specification of electrical and mechanical components, aluminum and timber bulkhead, and precast concrete fixed access piers.

Responsible for the planning, analysis, environmental assessment, and design of numerous coastal structures. Projects have included groin field evaluations, seawall design, fixed and floating breakwater design, and revetment and beach fill projects. Analytical experience includes conventional numerical and empirical techniques and innovative use of physical hydraulic models.

**PROFESSIONAL  
AFFILIATIONS**

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American Society of Civil Engineers  
American Shore and Beach Preservation Association  
Tau Beta Pi  
Chi Epsilon

**PROFESSIONAL  
RECOGNITION**

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Chairman, Waterway, Port, Coastal and Ocean Division, ASCE, 1978 - 1982  
Chairman, San Francisco Section, Waterway, Port, Coastal and Ocean Division Technical Group,  
1977 - 1980  
Treasurer, San Francisco Section ASCE, 1979 - 1980  
Director, American Shore and Beach Preservation Association  
Co-Chairman, Coastal Zone '78, The First Symposium on Coastal Zone Management, 1978



**SCOTT M. NOBLE**  
**PRINCIPAL ENGINEER**

**EDUCATION**

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Oregon State University, M.Oc.E., 1976  
Ocean Engineering  
University of California at Santa Barbara, B.A., 1973  
Geography

**REGISTRATION**

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California, Civil Engineer, 1984, RCE 38563

**EXPERTISE**

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Mr. Noble is a civil engineer with over 30 years of experience specializing in the engineering analysis, design, cost estimating, and permitting of coastal, marina, lake, and wetland projects. This work has included coastal processes analysis, development of oceanographic design criteria, detailed design of marinas, shoreline protection, waterfront structures and wetland restoration projects, and the dredging of channels and lakes.

**EXPERIENCE**

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Principal-in-Charge of the planning, concept development, hydrographic survey and data collection, numerical modeling, engineering analyses, and preparation of the contract documents and cost estimate for the Yosemite Canal Wetlands Restoration Project. Yosemite Canal is located in San Francisco and is a part of Candlestick Point State Park. The project involves creating approximately 12 acres of tidal habitat from upland areas including two islands, providing landscaping, constructing a segment of the Bay Trail, and constructing parking areas, an interpretive center and a barbeque area. NCI was responsible for the preliminary engineering and modeling, and the design of the three wetland basins and the overall grading plans. The numerical modeling including a 2D hydrodynamic model (RMA2) coupled with a 2D sedimentation model (SED2D). Wave hindcasting and wave generated sedimentation was also evaluated.

Principal-in-Charge of the planning, concept development, permitting, preparation of contract documents, cost estimating, and construction engineering for the San Joaquin Marsh Enhancement Project, Phases 1 & 2. San Joaquin Marsh is a fresh water marsh located in Irvine, California, a portion of which is owned and managed by the University of California Natural Reserve System. Phase 1 of the project involved creating 12 managed ponds, constructing a pump station to obtain water from San Diego Creek, installing a water distribution system consisting of pipelines and water control gates to allow water distribution to all ponds, and wetland planting. Phase 1 was constructed in 1999. Phase 2 involves improvements to water movement in other areas of the marsh by excavating channels and pond areas, an increase of wetland area by removing levees, installing culverts with control gates through the flood control levee to allow gravity flow of water from the creek, and planting. Contract documents for Phase 2 have been completed.

Principal-in-Charge of the design, preparation of contract documents and cost estimating for perimeter levees and control berms for the Hamilton Wetlands Restoration Project. The project is located in Marin County, California and was historically an Army Air Field. The Corps of Engineers was the client and the owner is the California Coastal Conservancy. Projects were completed under an expedited schedule. SPECSINTACT was used to prepare construction specifications and MCACES was used to prepare cost estimates.

Principal-in-Charge of the concept development, design, and preparation of plans, specifications and cost estimates for the Scottsdale Pond Improvement Project. Project components include excavating the pond to improve water quality and fish habitat, creation of a landscaped island for birds, landscaping around the perimeter of the pond, construction of ADA access and paths, installation of a fishing platform. The pond will be drained to perform the work in the dry.

Principal-in-Charge of the Montezuma Wetlands Marine Facilities Design. Work included layout, design, and preparation of drawings for a barge offloading access pier and landing, an onloading wharf, and a marine outfall pipeline.

Principal Engineer for the Sausalito Ferry Landing Replacement. Project involved the inspection and evaluation of existing timber structure with recommendation for replacement. Prepared the layout and design of a new concrete structure (piles, caps and deck), preparation of contract documents, cost estimating permitting, and construction oversight.

Principal Engineer for the boardwalk portion of the Tiburon Ferry Landing Improvements. The project involved the design of a replacement timber walkway with a new and extended timber structure to meet ADA requirements and provide public access to the shoreline and commuter access to the ferry landing.

Principal Engineer for the design of a pile-supported boardwalk through the marina basin in Alviso that has reverted to a wetland marsh.

Project engineer for engineering design and preparation of final plans, specifications, construction schedule and cost estimates and bid documents for replacement of San Leandro Marina, including floating docks and piling system, approach piers, dredging, slope revetment and utilities and landscape improvements. Also, included coordination and obtaining of all agency permits and building code/ordinance approvals.

Project engineer for preparation of preliminary plans and specifications for 800 boat Lighthouse Marina on the Sacramento River, including submittal of permit application material, preparation of cost estimates and evaluation of marina contractors/berthing manufacturers' products.

Principal in charge of the West Sacramento Launching Ramp Replacement project. This was a Department of Boating and Waterways funded project located on the Sacramento River and subject to undermining erosion.

Principal-in-charge of the planning and design for a fishing platform for the Port of San Francisco at Heron's Head Park (formerly Pier 98). Work included preparation of alternative concepts and cost estimates, preparation of exhibits and data for permit processing, detailed design, preparation of contract documents, and construction related services.

Project engineer for replacement of the marina facilities at Princess Marina in San Diego. Facilities included a timer dock system, with both sawn lumber and glu-lam construction, utilities, pumpout stations, and improved access.

Project engineer and directed all engineering design and the preparation of final plans, specifications, construction cost estimates and bid documents for dredging and rehabilitation of Laguna Niguel Lake including all permit processing with State and Federal agencies and coordination of subcontractor's work.

Project engineer for engineering design and the preparation of final plans, specifications, construction cost estimates and bid documents for maintenance dredging at Huntington Harbor/Sunset Harbor including all environmental work and permit applications and processing with government agencies and coordination of work from four subcontractors.

Project engineer for analysis and development of all oceanographic design criteria for the Oceanside and Huntington Beach Municipal Piers.

Responsible for evaluation of shoreline alternatives along Ocean Beach in San Francisco, including the analysis of the hydraulic model results and preparation of plans, specifications and cost estimates for the stone riprap portion of the project.

Responsible for independent review of construction cost estimate for City of San Francisco \$10,000,000 reinforced concrete seawall. Review resulted in resubmittal of construction cost estimate by construction

management team at a lower cost.

Prepared a beach nourishment and management plan for a two-mile stretch of Ocean Beach, San Francisco, which included an analysis of wave conditions, sediment transport and the sediment budget. Construction, operating and maintenance costs were also estimated.

Performed the design, inspection and monitoring of emergency shoreline work to protect homes along 8,000 feet of beach at Seadrift Spit in Stinson Beach.

Performed inspection of the shoreline conditions in front of nine homes in Point Richmond. Prepared plans and specifications and performed construction inspection for a concrete seawall in front of one of the homes.

**PROFESSIONAL  
AFFILIATIONS**

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American Society of Civil Engineers  
Consulting Engineers and Land Surveyors of California  
American Shore & Beach Preservation Association  
Western Dredging Association  
Tau Beta Pi

**PROFESSIONAL  
RECOGNITION**

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Past Chairman, San Francisco Section, Waterway, Port, Coastal and Ocean Engineering Technical Group  
Past Contributing Member, ASCE Waterway, Port, Coastal & Ocean Engineering Task Force on  
Microcomputers in Coastal Engineering

**CHIA-CHI LU**  
**ASSOCIATE ENGINEER**

**EDUCATION**

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University of Miami/RSMAS, Ph.D., 1984  
Applied Marine Physics  
University of Miami/RSMAS, M.S., 1981  
Ocean Engineering  
Cheng Kung University, Taiwan, M.S., 1977  
Hydraulic Engineering  
Cheng Kung University, Taiwan, B.S., 1975  
Hydraulic Engineering

**REGISTRATION**

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California Civil Engineer, 1994, RCE 52521

**EXPERTISE**

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Dr. Lu specializes in the fields of coastal and hydraulic engineering and has extensive experience in the development of numerical simulation on related engineering problems by using various numerical techniques such as finite difference method, finite element method and boundary element method. He has extensive experience in the development of numerical models to simulate coastal and hydraulic processes and analyze engineering problems. He has conducted numerous coastal investigations and planning studies along the San Diego, Orange, Los Angeles, and Santa Barbara and Ventura counties shorelines.

**EXPERIENCE**

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Dr. Lu has been involved in the analysis of nearshore wave transformation, sediment budgets, shoreline evolution, beach nourishment, oceanographic design criteria, coastal protection, dredging project, water circulation modeling and lake hydraulic analysis. He has worked on the following projects:

Involved in preparing a comprehensive erosion management plan for 60-miles of urbanized shoreline in Santa Barbara and Ventura County. The multi-disciplinary study prepared for the BEACON joint powers authority entailed definition of past, present and future coastal processes, delineation of problems and opportunities for improvement, identification of suitable offshore borrow sources for sand replenishment and formulation of technically, environmentally and economically feasible shoreline preservation and enhancement strategies.

Prepared an oceanographic assessment of a Draft EIR/ES for the BEACON beach nourishment demonstration project. The fate of the disposed dredged material as well as its potential impacts to the coastal processes was characterized via a series of comprehensive computer simulation programs developed by Water Resource Support Center, Waterways Experiment Station, Corps of Engineers.

Performed a reconnaissance study to assess storm damage potential associated with shoreline erosion, seacliff retreat and wave related flooding within the Encinitas shoreline reach. A coastal engineering analysis to document relevant oceanographic and sediment transport conditions, and prediction of future damages to property and infrastructure was prepared. Various alternative measures consisting of engineering and environmental evaluations were proposed to mitigate the storm damage scenarios.

Performed a comprehensive analysis of nearshore wave transformation, potential shoreline erosion, littoral transport and sediment budget for the entire Santa Barbara/Ventura County coastline on the BEACON coastal sand management project. Extensive numerical modeling of long- and short-term beach accretion and erosion was conducted.

Performed the engineering design required and preparation of final construction plans and specifications for the San Diego Regional Beach Sand Project. The beach nourishment project consists of the replenishment of

two million cubic yards of beach sand dredged from six offshore areas along 12 designated sites. Beach characteristics of each receiver site were assessed to determine the appropriate placement footprint including length and cross-section.

Performed a numerical simulation of transformed wave patterns to characterize the nearshore wave climate within the Orange County coastal area as part of the Coast of California Storm and Tidal Waves Study. Wave Characteristics in deep water, corresponding to the categorized weather patterns, were computed and then transferred to the nearshore water areas via a spectral back-refraction transformation model. A Monte Carlo simulation technique was applied to generate a synoptic atlas of the nearshore wave climate in this region.

Prepared a coastal process assessment for the EIR/EIS of the proposed Bolsa Chica Wetlands Restoration Project. A tidal inlet to improve the fresh and salt water exchange between the ocean and wetlands was proposed by the project design team. The potential impacts on adjacent beaches were evaluated including beach loss, alteration of nearshore wave characteristics, inlet interruption to the alongshore littoral transport, and potential sediment deposit within the wetland basins. Detailed review comment and constructive suggestions were made to the project design team for the re-analysis of the design features. Potential mitigation measures to minimize the adverse impacts were addressed.

Project Manager for the Bel Marin Keys Unit V Expansion of the Hamilton Wetland Restoration project to perform numerical simulations of hydraulic, hydrodynamics, and sedimentation in Novato Creek and the proposed Unit V northern wetland basin. The numerical models of HEC-RAS, RMA2, and SED2D were respectively applied to predict flood stages in the creek and adjoining basins under various flood events, to characterize the tidally induced creek hydrodynamics and to estimate the long-term sedimentation in the creek and tidal wetland basin. A bathymetric survey in Novato Creek, and deployment and retrieval of tide gages and current meters were conducted to collect the baseline information that is necessary for the execution of the numerical simulations. The model results were used to assess the potential impacts to the navigability in Novato Creek under the typical tidal conditions as well as the flood stages during severe flood events.

Project Manager and Lead Engineer for a numerical model to statistically predict bluff failure scenarios for the Cities of Encinitas and Solana Beach. The Monte Carlo techniques combined with an empirical short-term toe erosion model were applied to characterize the randomness of bluff face exposed to wave attack and upper bluff failure. The statistic representation for the bluff-top retreat was derived from the field data observed in the past, and random wave heights were generated from the hindcasted deepwater waves that propagated to the bluff base between 1979 and 2001. The model results were used in the economic evaluation for the without-project conditions as well as any proposed engineering measures.

Project Manager for a hydrodynamic simulation of the Santa Margarita River Estuary using the RMA2 module of the SMS. The tidal-induced estuarine hydrodynamics, including water level and currents, were modeled with the consideration of the wetting and drying process within the estuary boundary. The model calibration was performed using the water level data at the USGS gage located in the estuary. This simulation was conducted in support of a feasibility study for a constructed wastewater treatment wetland to assess the potential impacts of any discharge of treated water on the estuarine water quality.

Lead Engineer for a modeling study of the fates of disposed material at a permanent (LA-2) and a to-be-designated (LA-3) ocean disposal site, respectively. The modeled results were used for the preparation of the Environmental Impact Assessment (EIS) to evaluate any potential impacts to the to-be-designated LA-3 site as well as the existing LA-2 site. The computer models of STFATE and LSFATE developed by the Corps of Engineers were applied to numerically estimate the fate of disposed material including the phases of convective decent, dynamic collapse and passive dispersion.

**PROFESSIONAL  
AFFILIATIONS**

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American Society of Civil Engineering



**THOMAS J. FISCHETTI**  
**SENIOR STRUCTURAL ENGINEER II**

**EDUCATION**

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California Polytechnic State University, San Luis Obispo, California, B.S., 1981  
Architectural Engineering  
California Polytechnic State University, San Luis Obispo, California, 1981  
Applied Mathematics (Independent Studies)

**REGISTRATION**

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California, Civil Engineer, RCE 39539  
Alaska, Civil Engineer, CE 7052  
Washington, Professional Engineer, 0027570

**EXPERTISE**

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Mr. Fischetti has over 23 years experience in civil and structural engineering and project management. His professional experience encompasses strategic, operational and technical support roles, with major emphasis leading structural engineering and design services offered by NCI. His broad range of project experience throughout design, project scheduling, management and controls concerning large and small projects like buildings, oil platforms, tanks, equipment supports, treatment plants, pipelines, piers, wharfs and harbors, levees. His engineering expertise encompasses onsite investigations, modeling and analysis of structures, and preparation of construction documents for public works and private improvements.

**EXPERIENCE**

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Project Manager/Structural Engineer for the Arques Shipyard and Marina in Sausalito, California. An alternative design was proposed for remedial work on two existing piers to optimize steel pipe-pies with fixed-concrete caps, as well as sheet pile bulkhead and to reduce the estimated construction cost from \$4.5M to \$2.3M. Creative design solutions that efficiently constrained construction activity within existing pier footprints not only reduced construction costs, but also simplified permitting requirements for the project.

Project Manager/Civil Engineer for Seadrift Association Bulkhead Replacement Project, California. Prepared construction documents depicting alignment and coordination for existing utilities and private property improvements for shoreline protection of the nearly 2.5 mile perimeter of Seadrift Lagoon.

Project Manager/Civil Engineer over three tasks for GP Gypsum at their Port of Long Beach Facility. The first was the structural repair of an existing 50-year old concrete wharf that, due to time and a corrosive environment, developed numerous cracks and spalls. Following a comprehensive inventory of structural damage, which included a digital photographic database. Prepared contract documents to strip, clean, patch and/or epoxy inject damage at roughly 150 locations. The second task was the repair of 18 existing building piles, using fiber reinforced jackets, which were extensively corroded around the piles. The repair methods anticipated future repairs elsewhere on the structure to reduce future repair costs. The final task evaluated wharf fender alternatives, prepared cost estimates, and provided recommendations to replace the deteriorated fenders

Civil Engineer working under an on-call civil engineering services contract, performed detailed design and prepared construction documents for four levees totaling roughly 2-miles to contain pumped-in dredged material. The owner is the California Coastal Conservancy, but the work was done under contract to the San Francisco District Corps of Engineers. Design work included evaluating potential onsite borrow areas, demolition, design of drainage culverts and access ramps, connections to an existing levees, design of the levee cross-sections for a variety of slope for aesthetic considerations. Prepared quality computations and construction cost estimates using MCACES. Specifications were prepared using SPECSINTACT .

Project Manager/Civil Engineer for the Bureau of Reclamation's fish bypass facility rehabilitation Project

in Tracy, California. Performed structural engineering design for support of temporary construction loads involving structural analysis of existing concrete pier structure and, where needed, design of crane bearing

pads for safe transfer of anticipated temporary construction loads while the contractor replaced intake ducts. Fabrication drawings and the finite element structural calculations were submitted for Bureau approval before mobilizing the site.

Project Manager, Lead Civil Engineer and Lead Structural Engineer for the San Luis Obispo Water Reuse Project. Treatment and distribution facilities were designed and constructed for the \$13.6M project to allow the City of San Luis Obispo to deliver reclaimed water to agricultural, recreational and industrial users.

Project Manager/Civil Engineer for design of a \$3.6M tilt-up concrete, nine-bay truck maintenance shop and site improvements for the City of San Diego Vehicle Maintenance Facility.

Project Engineer for Central Coast Water Authority (CCWA) assigned to the State Water Project constructed through San Luis Obispo and Santa Barbara counties. Managed the planning, design, construction and start-up of a 140 mile potable water pipeline, water treatment plant and pump station. Responsibilities included review of civil design calculations and drawings, schedule and cost control to insure timely and effective completion of project activities; identifying problems, alerting parties affected or involved in potential cost or schedule variances; following up to resolve cost or schedule issues.

Project manager for CCWA for many contracts associated with planning, design and construction of major water supply projects including:

Polonio Pass Water Treatment Plant Polonio Pass, California	<ul style="list-style-type: none"><li>• Assisted in administration of design and construction contracts for 43 MGD conventional water treatment plant</li><li>• Constructability reviews and progress inspections</li></ul>
CCWA Aqueduct Extension Santa Barbara County, California	<ul style="list-style-type: none"><li>• Alignment, right-of-way acquisition and administration of design and construction contracts for 40 mile pipeline project</li><li>• Administration of design and construction contracts at 2 microtunnel river crossings</li><li>• Structural analysis of bridge modifications to support pipeline crossing at Santa Ynez River</li><li>• Constructability reviews and progress inspections</li></ul>
Mission Hills Aqueduct Extension San Luis Obispo and Santa Barbara Counties, California	<ul style="list-style-type: none"><li>• Alignment, right-of-way acquisition and administration of design and construction contracts for 28 mile pipeline project</li><li>• Investigation and structural analysis of pipeline following contractor's field modification</li></ul>

Design and structural engineering for a variety of projects. Responsibilities included 3-D finite element analysis, design, and preparation of contract documents and submittals for industrial, commercial, residential and public works projects for equipment manufacturers, contractors, and public and private owners. Structures utilized a variety of construction materials (wood, concrete, masonry, steel and aluminum). Specific project assignments included:

South Bay International WWTP San Diego, California	<ul style="list-style-type: none"><li>• Structural design and working drawings of multi-story scrubber platform</li><li>• Structural design of equipment and tank anchoring systems</li><li>• Structural design of supports for plant piping (gravity and seismic loading)</li></ul>
North City Water Reclamation Project San Diego, California	<ul style="list-style-type: none"><li>• Structural design of supports for mechanical ducts</li><li>• Structural design of supports for plant piping (gravity and seismic loading)</li></ul>
Pennesquitos Trunk Sewer San Diego, California	<ul style="list-style-type: none"><li>• Structural design of pump anchors and support pads</li></ul>
Brackish Water Treatment Facility Port Hueneme, California	<ul style="list-style-type: none"><li>• Structural design of steel frame supports for plant piping</li><li>• Structural design of equipment frames and anchors</li></ul>
Sacramento Wastewater Treatment Plant Sacramento, California	<ul style="list-style-type: none"><li>• Structural analysis and investigation of construction deficiencies in oxidation tanks</li></ul>
Imperial Irrigation District Hydroelectric Generation Facilities	<ul style="list-style-type: none"><li>• Overhead crane designs (new equipment and remedial repairs for existing equipment)</li></ul>
Alverado Water Treatment Plant San Diego, California	<ul style="list-style-type: none"><li>• Structural design of fabricated steel pipeline bulkhead</li></ul>

- Point Loma Wastewater Treatment Plant  
San Diego, California
- Structural analysis and recommendations for backfilling underground lift station vault
  - Structural design of supports for plant piping (gravity and seismic)
  - Structural design of pump anchors and support pads

Project Schedule Engineer for the Santa Ynez Expansion Project. Responsible for development, implementation, and maintenance of commissioning and startup schedule for Platform Heritage.

Project Cost / Schedule Controls Consultant to US Army Corps of Engineers, Los Angeles District to age and develop Project Management Plans for architectural and civil works construction projects. Directly involved with thirteen individual delivery orders; significant projects completed including

- River Mainstream Flood Control Project -  
First Revision of the Project Management  
Plan
- Modifications conforming to current Federal acquisition and engineering regulations, as well as the development and implementation of a Public Awareness Program scheduled on Primavera software (Construction Value: \$1.4 Billion).
- Nogales Wash and Tributaries Flood Control  
Levee
- Project Management Plan (Construction Value: \$8M).
- Project Management Plan Handbook
- Prepared guideline procedures to operationalize production of Project Plans. The handbook contained pre-developed (i.e. "generic") schedule networks, work breakdown structures, organizational breakdown structures and custom report specifications written on Open Plan personal computer software

Principal Civil Engineer responsible for preparation of civil and structural engineering designs and construction documents for architectural and civil works projects in Alaska including Soldatna Medical Clinic, Valdez College Renovation, and design and construction management of various projects at twenty-six facilities throughout the state of Alaska for the US Postal Service.

Engineering Manager for commercial and residential design / build projects. Responsible for production of civil and structural engineering design and drawings, and the coordination of all other architectural engineering disciplines. Also, implemented and managed personal computer based project estimating/costing system

Structural design of a multi-billion dollar refinery project with modules constructed in Japan and shipped to Saudi Arabia. Established modeling techniques and input forms to streamline structural analysis. Developed, documented, and trained a mainframe database application to compute the center-of-gravity of each module

## **PROFESSIONAL AFFILIATIONS**

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American Institute of Steel Construction  
Tau Beta Pi Engineering Honors Fraternity  
Beta Kappa Phi Honors Fraternity

## **PROFESSIONAL RECOGNITION**

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Valedictorian—Architectural Engineering Class of 1981—Cal Poly, SLO  
President Honor Certificates (1979, 1980, 1981)  
Kiwanis Club Scholarship; Atlantic Richfield Scholarship

**CLAUDIO D. FASSARDI**  
**SENIOR COASTAL ENGINEER**

**EDUCATION**

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Oregon State University, M.S., 1993.

Ocean Engineering

Universidad de Buenos Aires, B.S., 1986.

Naval Architecture, Marine and Mechanical Engineering

**EXPERTISE**

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Mr. Fassardi has 20 years of experience in project management and engineering of ocean/coastal engineering and naval architecture projects. This experience includes the application of physical and numerical models to study the marine aspects of developments such as marine terminals, ports and marinas, as well as the performance of marine vessels such as ships and oil platforms. Mr. Fassardi has performed work on many aspects of coastal developments such as wave hindcasting and transformation, hydrodynamic circulation, shoreline impact assessments and harbor agitation.

Mr. Fassardi's experience in marine field investigations includes beach surveys, single-beam and multi-beam hydrographic surveys, and the use of wave buoys, ultrasonic wave gages and Acoustic Doppler Current Profilers (ADCPs) for the acquisition of metocean data for engineering applications such as numerical and physical modeling, extreme value analysis and the definition of design criteria.

**EXPERIENCE**

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Performed concept and preliminary design studies for "Bahia de los Sueños", a high-end resort in Baja California, Mexico. Studies included gathering and analysis of site specific data and information, performing hydrographic and beach surveys, wave transformation modeling, hurricane wave hindcasting, definition of design conditions, design of jetties and entrance channel, and shoreline impact assessment.

Developed software to predict wave conditions at California's popular "Rincon" surfing site, based on the input of measured offshore wave conditions.

Performed concept and preliminary design studies for "Costa Palma Resort" in Mazatlan, Mexico. Studies included gathering and analysis of site specific data and information, performing beach surveys, wave transformation modeling, definition of design conditions, design of jetties and entrance channel, and shoreline impact assessment.

Developed a response-based methodology to compute wave setup/runup working with a group of experts tasked by FEMA to develop new guidelines for the definition of flooding hazards for the U.S. West Coast. Applied the methodology in a case study where total water levels, 1% risk levels and extreme level durations were determined for Imperial Beach, California.

Evaluated the risk of hurricane surge in the area of Punta Mita, Mexico and advised property owner on the need of building shoreline protection.

Performed concept and preliminary design studies for Marathon Oil Company's LNG terminal in Tijuana, Mexico. Studies included gathering and analysis of site specific data and information, wave transformation modeling, definition of design conditions, breakwater design and optimization from the standpoint of ship motions at the berth, terminal layout, approach channel design, hydrodynamic modeling and validation, beach surveys and shoreline impact assessment.

Reviewed wave data and performed beach survey to support a shoreline impact study for ConocoPhillips' LNG Terminal in Rosarito, Mexico.

Performed concept design studies for "San Quintin Marina" in Baja California, Mexico. The study included gathering and analysis site specific data and information, analysis of metocean conditions, bathymetry and geological characteristics of the site, selection of marina site, definition of design conditions, evaluation of marina layout, and the assessment of circulation and water quality issues.

Performed physical model tests to evaluate various beach protection concepts for "Kuhio Beach", Waikiki, Hawaii. The model studies were used to determine the impact of the shoreline due to the different protective structures layouts, to evaluate breakwater stability and overtopping, and determine the impact of the structures on nearby surfing sites such as "Queens".

Performed studies to define a "North Pacific Wave Spectrum" and computed extreme wave statistics to support the design of the BP Shipping's TAPS Trade Millennium Class supertanker.

Performed concept, preliminary and final design studies for two naval bases in the Red Sea, Saudi Arabia. Studies included gathering and analysis of site specific data and information, wave transformation modeling, definition of design conditions, jetties/breakwater and approach channel design and harbor agitation, shoreline impact assessment and shoreline protection.

Performed preliminary design studies for "Ciudad Costa Verde", a marina to the south of Lima, Peru. Studies included wave transformation and harbor agitation modeling to evaluate the effects of southern Pacific Ocean long period swell inside the 500-boat basin.

Performed preliminary design studies for "Soekmoon Industrial Site" in South Korea. Studies included the compilation and analysis of metocean data to determine design criteria and berths orientation, approach channels and turning basins layouts.

Performed agitation and sedimentation studies for "Marina Ixtapa" in Ixtapa, Mexico. Studies were performed to understand and resolve a problem of wave breaking and sedimentation at the marina entrance. Wave hindcasting and transformation, and shoreline impact studies were performed which lead to a recommendation for new entrance jetties layout to mitigate the problem.

Developed a depth integrated numerical model to investigate cohesive sediment transport patterns within San Diego Bay due to tides, wind and wind waves.

Performed physical model tests for "Kakaako Makai Beach Park" in Honolulu, Hawaii to study the impact of the park's proposed coastal structures on nearby surfing sites such as "Flies (Incinerators)" and "Panic Point". Artificial surfing reefs were designed, tested and optimized in order to incorporate additional recreational amenities in the design. The model tests were also used to study the circulation patterns around the structures and reefs, breakwater toe stability and overtopping.

Performed physical model tests to study the stability under wave action of a gravel beach to be used to slow down aircrafts over-running the runway at "Logan Airport", Massachusetts.

Performed a series of large scale 2D Model tests of breakwater sections to study the effects of wave groups on the stability of this type of structures. Developed wave groups analysis techniques based on the Hilbert Transform, implemented algorithms for the decomposition of incident and reflected wave time series and conditional simulation of ocean waves. Developed an algorithm to remove data drop outs from noisy wave data.

**PROFESSIONAL  
AFFILIATIONS**

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American Society of Civil Engineers



**WENKAI QIN**  
**SENIOR HYDRAULIC/COASTAL ENGINEER II**

**EDUCATION**

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University of Delaware, Ph.D., 2003  
Civil/Ocean Engineering  
Tsinghua University, China, Ph.D., M.E., 1997  
Hydraulic and River Engineering  
Wuhan University, China, B.S., 1991  
River Engineering

**REGISTRATION**

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California Civil Engineer, 2005, RCE 68730

**EXPERTISE**

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Dr. Qin is a civil engineer with over nine years of experience specializing in numerical modeling and engineering analysis of riverine, estuarine, coastal, wetland, lagoon, lake, marina, bay and waterfront projects. This work has included applying the state-of-art software and developing models for hydraulic, hydrodynamic, sediment transport, water quality, waves, nearshore circulation, shoreline and beach evolution, and other hydraulic/coastal application.

**EXPERIENCE**

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Lead Engineer for the stable channel design and sediment impact assessment for the Upper Llagas Creek Flood Control Project located in Santa Clara County, California. A field reconnaissance investigation and surface and bulk bed material sampling were conducted. The effective discharge for the stable low-flow channel design was determined using the bed material load histogram method based on the derived flow duration curves and the sediment transport rating curves computed with SAM. The stable low-flow channel of the compound channel configuration was designed using the stable channel design module of SAM, and was compared with the preliminary Corps' design. The sediment budget was analyzed for various flood scenarios for the updated channel design using the sediment transport and sediment yield modules of SAM. The potential problem was identified for the preliminary diversion channel design, and several mitigation options were developed. Based on the sediment budget computed for these mitigation options, the optimal option was recommended, and the initial and long term conditions of the diversion channel were investigated for this optimal option.

Project leader and principle modeler of the hydrodynamic and sedimentation modeling for the Hamilton Wetland Restoration Project, BMK-V Hydrologic and Hydraulic Phase II Study. This project is located next to San Pablo Bay in San Francisco. The Corps 2-D models RMA2 and SED2D were used to model the tidal hydrodynamics and sedimentation in Novato Creek and in the proposed tidal wetland basin connected to the tidal creek through a levee breach. The model simulations were verified using the field data, and were conducted for both the existing condition and for the restoration plan proposed by the Corps. The project impacts to the tidal fluctuation, current velocity, sedimentation/morphological adjustment, and navigability within Novato Creek were assessed based on the model results. Several mitigation options were proposed to minimize the adverse project impacts. Further RMA2 hydrodynamic and SED2D sedimentation simulations were conducted for these mitigation options, and the final optimal option was determined based on the predicted project impacts.

Project leader and principle modeler of the hydrodynamic, wave, and sedimentation modeling study for the Yosemite Canal Wetlands Restoration Project. Yosemite Canal is located in San Francisco and is a part of Candlestick Point State Park. The Corps 2-D models RMA2 and SED2D were used to model the tidal currents and tide-induced sedimentation in Yosemite Canal and South Basin for the existing condition and proposed restoration plan. The existing flow conditions and sedimentation pattern and the change caused by the project were evaluated. The ACES and STWAVE were used to model wave conditions during extreme storm events, and a model was developed to estimate the wave-induced erosion potential during the storm events.

Lead engineer of the hydrological impact evaluation of a proposed dock extension at the foot of 4<sup>th</sup> Street in Napa River in accordance with the Corps draft guideline. The proposed project consisted of a 108-foot long extension to an existing dock and the addition of a debris barrier upstream of the public facility. Based on the HEC-RAS model developed by the Corps for the Napa River, the dock extension, debris barrier, dredging underneath the dock were modeled as various hydraulic features in the HEC-RAS model for the project conditions. The project impact to the flow velocity and water level during a 100-year flood event was evaluated and a matrix of decision making criteria was investigated.

Conducted hydrologic modeling for Mission Creek Improvement Plans and Bank Stabilization Project in San Francisco. The RMA2 model was used to model the water level fluctuations and flow velocities within Mission Creek considering both the tides and storm water input at various locations. The results were used to determine the hydraulic design criteria for a kayak launching facility. The SED2D model was used to calculate the bottom shear stress within the creek, from which the areas prone to erosion were identified and the criteria for structure design of shoreline protection was determined.

Principle modeler of the hydrodynamic and sediment transport modeling study for the San Onofre Lagoon Enhancement Project in Camp Pendleton. The RMA2 and SED2D were used to model the flow conditions and sediment shoaling/scouring for the existing conditions and three proposed enhancement alternatives under various hydrologic conditions. Model results were used to determine the maintenance dredging cycle for each lagoon enhancement option and to determine the optimum enhancement plan.

Performed feasibility study of enhancement and/or restoration of Bisso Ranch in Sonoma County. Conducted tidal hydraulics analysis to estimate the optimum dimensions for the inlet channel breached to the Sonoma Creek. Developed restoration alternatives, conducted conceptual design of levees and berms, and estimated excavation/fill quantity.

Principle modeler of the hydrodynamic modeling study for the Santa Margarita River Estuary RMA2. The tidal-induced estuarine hydrodynamics including water level and currents were modeled with consideration of the wetting and drying process. The water quality in the estuary was preliminary assessed based on the modeled tidal circulation. The modeling study was conducted in support of a feasibility study for a constructed wastewater treatment wetland.

Conducted hydrologic analysis for the proposed Joint Water Pollution Control Plant (JWPCP) Marshland Enhancement Project in Carlson, CA. Hydrological analysis was conducted to evaluate the marsh characteristics, operations of the inlet pump station and outlet weir, water circulation and water quality within the marsh for various marsh operations. The potential scouring in the ponds and inter-pond channels were estimated and erosion-mitigation measures were developed.

Conducted hydrologic analysis for the Inner Bolsa Bay (IBB) temporary intake system for dredging make-up water. Developed a model for the hydrodynamic system of IBB, Outer Bolsa Bay (OBB), culverts connecting IBB and OBB, and the intake system. The flow capacity of intake pipes, flow conditions at the fish screen, and the intake system's impacts to IBB water levels and flow velocities were predicted.

Conducted FEMA coastal flood hazard analysis and mapping study for the Pacific Coast. Reviewed methodologies, models and field data for storm wave characteristics, wave runup, setup and overtopping. Reviewed and developed geometric models and process-based models for event based erosion (EBE), and prepared the draft of the focused study on EBE. Developed and tested geometric models for storm-induced beach and dune erosion in Southern California and Oregon Coast. Prepared guidelines for FEMA EBE assessment. Reviewed DHI's Pilot Study for Del Norte County Coastal FIS Update, Application of West Coast Guidelines & Specifications (FEMA Region IX).

Conducted Encinitas and Solana Beach Shoreline Feasibility Study. Developed a numerical model to statistically predict bluff failure scenarios for the Cities of Encinitas and Solana Beach. The Monte Carlo techniques combined with an empirical short-term toe erosion model were applied to characterize the randomness of bluff face exposed to wave attack and upper bluff failure. The model results were used in

the economic evaluation for the without-project conditions. Developed beach nourishment alternatives, predicted beach evolution post initial beach fills using the shoreline evolution model GENESIS with STWAVE. The beach replenishment cycles and sand volumes were determined based on the model results. A cost and benefit analysis was conducted for each alternative to optimize the initial beach fill width and the replenishment cycle. Conducted conceptual design of beach nourishment projects, revetments and seawalls, and provided cost estimates and construction methods.

Conducted Ventura Harbor Sand Bypass System and Regional Beneficial Reuse Feasibility Study. Developed a Monte Carlo model for South Beach evolution under the comprehensive impacts of coastal processes, Santa Clara river and coastal structures. The statistical changes in shoreline position, beach width and sand volume were modeled for 50 years.

Performed oceanographic impact assessment associated with a proposed PRC-421 submerged hard-bottom substrate feature within the Santa Barbara Channel. Applied a coupled nearshore wave-current-sediment transport model system to assess the potential project impacts to the nearshore wave climate, currents and sediment transport.

Performed engineering analyses to develop oceanographic design criteria for Emeryville Marina, the Foster City levee plan, the Aquatic Youth Center at Dockweiler Beach, and the shore protective device at Puerto Peñasco, Mexico. The analyses typical include processing wind data, hindcasting wind-waves using CEDAS, analyzing return storm events, computing wave runup using SPM method, CEM method, CEDAS and/or FEMA Runup2.0, calculating wave over-topping rate, analyzing beach profile, characterizing long-term shoreline evolution, estimating storm-induced beach erosion, and assessing project impacts to coastal processes.

Developed nonlinear wave models for regular and irregular waves. Developed a sediment transport model for alongshore and cross-shore sediment transport and beach morphology. Incorporated the wave models, nearshore circulation model SHORECIRC and the sediment transport model into a coupled nearshore wave-current-sediment transport model system for comprehensive coastal processes. Verified the model system with the physical model investigations conducted at the US Army Engineer Research and Development Center (ERDC).

Collected oceanographic data and conducted acoustic wave transmission experiment in the Delaware Bay. Processed and analyzed tidal current (ADCP), water temperature and salinity (CTD), sea surface roughness, and acoustic transmission data. Derived oceanographic environments from acoustic remote sensing measures.

Developed a 1-D numerical model for river hydraulics and fluvial process. This model is capable of calculating flow conditions such as water surface elevation and flow velocity, concentration of non-uniformly graded sediment, scouring or silting of channels and adjusting of bed material, and was extensively calibrated from collected field data. This model was used to predict flood propagation and channel evolution in the Yangtze River downstream to the Three Gorges Dam in China.

Conducted riverine hydraulics and sedimentation analyses of a river-lake system consisting of the Yangtze River, Dongting Lake and connecting channel networks. A mathematical model was developed to simulate the flow patterns, sediment transport, channel scouring and deposition and lake sedimentation in this river-lake system. The model, calibrated using field data from 1954 to 1990, was used to predict the future flow environment and the hydraulic alterations under various hydrologic scenarios after completion of the Three Gorges Dam. The simulated results were used to provide the guideline for future planned flooding-control projects in this Yangtze River and Dongting Lake area.

**PROFESSIONAL  
AFFILIATIONS**

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American Society of Civil Engineering  
American Geophysical Union

**GLENN GIBSON, JR.**  
**CONSTRUCTION MANAGER**

**EXPERTISE**

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Mr. Gibson has over 40 years of construction analysis, construction management, supervision, cost estimating, and field inspection involving marine and offshore projects. In addition to his consulting background, he has been responsible for the construction of numerous civil works projects including marine terminals, breakwaters, dredging, deep foundations, bridges, and piers. Mr. Gibson has provided constructability analysis and cost estimating on numerous projects during the past fifteen years for Noble Consultants, Inc. This includes the evaluation of performance characteristics for various dredging and disposal equipment, and the costs associated with these various dredging and disposal options, as well as the costs to process and remove dredged material from a non-aquatic disposal site. This has also included the constructability analysis and cost estimates for shore protection, breakwaters, piers, wharfs and dock structures.

Prior to becoming a consultant, Mr. Gibson worked for various marine contractors on the West Coast, in varying positions of increasing responsibility. He has acted as a shift engineer, project engineer, project manager, area manager and general manager for major California-based marine construction companies. He has estimated construction costs, established and monitored detailed cost and production tracking systems, and has built and modified dredges and dump barges.

**EXPERIENCE**

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Worked for contractors up to 1984. Pertinent marine related work included:

- Resident engineer for a major ship lift in Los Angeles Harbor
- Project manager for rigging and setting loaded modules on barges and hauling them from Washington to Alaska
- General manager for a marine construction company responsible for engineering, estimating, administration, equipment selection, and operations for wharf and pier construction, pile driving, dredging, marine salvage, offshore platform and pipeline construction, etc.
- General superintendent for the marine division of a California based construction company. In charge of all estimating, scheduling and operations for marine construction projects.
- Built and modified dredges and dump barges.

Since 1984 Mr. Gibson has consulted with owners, engineers, and contractors on marine construction projects. He has provided constructability reviews and construction cost estimates for piers, wharfs, dredging projects, bridges and related structures. Pertinent marine work has included:

- Pier 40 pre-dredge inspection, San Francisco
- Piers 12, J-K, San Diego Naval Station
- U.S. Coast Guard Piers, Alameda and San Pedro
- Dredge Disposal Site Reconfiguration, San Leandro
- Pier J Expansion Project, Long Beach

Mr. Gibson has provided constructibility analysis and cost estimating on several jobs for Noble Consultants, Inc. These include:

- Evaluation of performance characteristics for various dredging and disposal equipment
- Costs of various dredging and disposal methods
- Costs to process and remove dredged material from an upland site
- Constructibility analysis and cost estimates for shore protection, breakwaters, piers, wharves, and dock structures

**Additional Project Experience Includes:**

- SANDAG PROJECT (San Diego Regional Sand Project) Noble Consultants

Provided assistance to during design by providing costs for various alternative methods for dredging sand from offshore borrow sites and placing it on various area beaches. Reviewed contractors methods and equipment, and implementation plan. Reviewed contractor claims for extra payment. Acted as Construction Manager (owners representative) for last part of project. Reviewed sieve analysis of material being pumped ashore. Made recommendations as to acceptability of material. Kept detailed log of production and supervised all inspection operations.

- VENTURA HARBOR SAND BY-PASS Noble Consultants

Providing advice on means and methods of various possible alternatives for a sand by-pass at Ventura Harbor. Also providing cost of each alternative, including initial installation, operation, and maintenance.

- BEACON PROJECT Noble Consultants

Recommended dredging and pumping method for experimental beach nourishment project. Also provide review of available floating equipment, cost estimate and schedule.

- OXNARD DREDGING Noble Consultants

Provided assistance in determining method to be used and associated cost and schedule. Special dredging methods are necessary requiring electric dredge and centrifuge drying prior to removal from site.

- SAN FRANCISCO – OAKLAND BAY BRIDGE T.Y. Lin – Moffatt and Nichol

Reviewed constructibility and provided cost estimate for substructure, including dredging, piledriving, concrete footings, drilling and installation of steel structures, for all three phases of project.

- CITY OF SAN FRANCISCO – 4<sup>TH</sup> STREET BRIDGE REPLACEMENT –EKM Engineer

Review of contractor claim for extra work. Provided estimate for four alternates and recommended design changes to enhance piledriving and substructure construction.

- U.S. DEPARTMENT OF TRANSPORTATION – COLORADO RIVER BRIDGE AT HOOVER DAM – EKM Engineering

Assisted in preparation of cost estimate for two alternatives for bridge across Colorado river at Hoover dam. One steel and one concrete alternative.

- REMOVAL OF SAVAGE RAPIDS DAM – ROUGE RIVER, OREGON – Phillips Williams and Associates.

Provided detailed estimates for various methods for the removal of existing concrete dam.

- LARKSPUR FERRY TERMINAL MAINTENANCE DREDGING – Phillip Williams and Associates.

Provided consultation during design, constructability review and cost estimate for maintenance dredging project

- CHANNEL ISLANDS HARBOR REVETMENT REPAIRS – Moffatt & Nichol Engineers

Provided consultation during design and cost estimates for various alternatives.

- CITY OF OCEANSIDE – PUMPING PLANT – PK Contrators

Provided cost estimate and onsite supervision for installation of sheet pile cofferdam and concrete structure.



## **Rick Hollar**

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Seasoned Project Engineer and Consultant. Extensive experience in commercial, governmental and academic endeavors in Alaska, the Bahamas, Hawaii, Marshall Islands, Mexico, the Middle East, Philippines, Russia, and the East and West Coasts of the USA. Expertise in successfully directing multi-disciplinary marine projects including construction monitoring and support, manned and unmanned submersible operations and engineering surveys. Accolades received throughout career tenure for project management excellence, and developing systems and procedures to efficiently collect geophysical, oceanographic and hydrographic data. Proven ability to assemble and integrate personnel, sub-consultants and systems to meet and exceed stated goals of projects conducted in domestic and international regions.

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### *Career Achievements*

#### **NEARSHORE AND WETLAND SURVEYS – LA CRESCENTA, CA**

**2005 – PRESENT**

##### Principal

Nearshore and Wetland Surveys was established to provide efficient, high quality field data collection, processing, and analysis services to the coastal and oceanographic engineering, environmental science, and urban and regional planning communities.

- Hydrographic Surveys – Single and Multi-Beam Bathymetry, Pre- and Post Dredge Monitoring, Side Scan Sonar Mapping.
- Coastal Processes Studies – Beach Profile Mapping, Sediment Tracer and Sampling.
- Wetland Investigations – Sub-Aerial, Tidal, and Submerged Topography, Tidal Inundation and Circulation, Eel Grass Delineation.
- Physical Oceanography Measurements – Wave, Current, Tide, Water Quality.

#### **COASTAL FRONTIERS CORPORATION –Chatsworth, CA**

**1989 – 2005**

##### Project Manager

Manage multi-disciplinary field projects for coastal engineering firm. Specialize in coastal engineering, hydrographic and oceanographic data collection and analysis. Prepare specifications and represent owners' interests during construction activities on multi-million dollar projects.

- Conduct site engineering studies and post-construction monitoring surveys for man-made oil production island and first sub-sea Arctic pipelines. Owners' representative for installation of armored system design by company to protect against ice impact and wave erosion. Facility currently producing 72,000 barrels of oil daily. Project cost: \$486 Million.
- Manage San Diego Association of Government Regional Beach Monitoring Program (1996-present). Data and analysis used to design beach nourishment program placing 2 million cubic yards of sand affording increased recreational opportunities and coastal protection.

- Administrate, train and manage US Army Corp of Engineers-certified SCUBA team. Team maintains array of wave and current meters in the vicinity of Los Angeles and Long Beach Harbors. Data used to model effects of proposed modifications to port facilities and \$15MM design projects.
- In charge of all facets of project management including: Contract negotiations, needs assessment, project planning, legal/subcontract issues, equipment, training, field trials, data collection, analysis, and reporting.

**RICK HOLLAR, HYDROGRAPHIC SURVEYS – Los Angeles, CA**

1985 - 1989

Consultant

Specialized in national/international coastal and oceanographic projects including: Engineering and Hydrographic Surveying, Research Submersible Operations, and Submerged Facilities Inspection.

- Conducted bathymetric surveys for the production of navigation charts of Kuwaiti Territorial Waters. Charts employed by the US Military in the conduct of Operation Desert Storm.
- Responsible for daily operation of two-man research submersible including maintenance, communication, tracking, safety, and pre-dive briefing of scientists. Wrote software to integrate surface positioning and sub-surface tracking system to allow navigation of submarine. Explored effects of fishing and trash dumping offshore of Northeast coast of the USA, and coral growth in Florida Keys and Bahamas.
- Conducted annual surveys and inspections of Southern California offshore submarine pipelines for the California State Lands Commission and Minerals Management Service. Documented condition of pipelines and identified potential problem areas. Assured safety and integrity of oil pipelines.
- Accounts included: Coastal Frontiers Corporation, Meridian Ocean Systems, Tetra Tech Inc., Sea Surveyors and Delta Oceanographics.

**MERIDIAN OCEAN SYSTEMS – Ventura, CA**

1981 - 1985

Operations Manager

Field project supervisor for multi-disciplinary marine survey and positioning firm.

- Directed planning, logistics, and operations for all in-house field projects. Designed equipment and procedures to improve efficiency and accuracy of field programs. Managed and developed training programs for projects utilizing 20 full-time and contract personnel.
- Supervised engineering studies and construction support activities using commercial divers, remote operated vehicles, and bathymetric survey systems culminating in the installation of two offshore oil production platforms and five sub-sea pipelines.
- Directed investigation of craters resulting from nuclear testing in Enewetok Atoll and the Marshall Islands for the Department of Defense. Incorporated use of geophysical and bathymetric systems, coral drills, and submersibles. Results used to assess viability of basing methods for the MX Missile System.
- Designed and tested MOSNAV 2000 navigation software package. Software was modified to map and characterize submarine hazards and was later adopted by the U.S. Navy for mine detection.

**TETRA TECH INC. -- Pasadena, CA**

**1978-1981**

Oceanographic Engineer

Party Chief assigned to various projects in California, Mexico and the Middle East. As Manager of Equipment Leasing, responsible for acquisition and maintenance of an extensive inventory of instrumentation available to the oceanographic community.

- Directed the establishment of a survey control network along the Red Sea of Saudi Arabia utilizing the NavStar Satellite System. Control points were used during conduct bathymetric surveys and to produce navigation charts.
- Collected oceanographic data between Cosumel and the Yucatan used to design procedures for the installation of power cables from the mainland to the island.
- Obtained oceanographic and climatic data in the vicinity of Point Conception, CA. Data utilized to determine mooring parameters for a proposed LNG tanker terminal.

**Education**

Master of Science, College of Engineering  
Department of Materials Science and Mining Engineering, Engineering Geoscience  
**University of California, Berkley**  
Cum Laude

Bachelor of Science, College of Engineering  
Department of Atmospheric and Ocean Studies  
**University of Michigan**  
Summa Cum Laude

*\*NAUI-certified SCUBA diver. Experienced in underwater inspections and instrument deployment/recovery*

**Technical**

*Software:* AutoCAD, TerraModel, Pathfinder Office, Microsoft Office Suite  
*Programming:* BASIC, MatLab, Microsoft Excel

**Publications**

San Diego County Beach, Regional Beach Sand Project (SANDAG). Multiple publications in ASCE related to project development, technical/policy support, human intervention, engineering, management and historical overview (1991, 1993, 1994, 1999, 2001).

**Affiliations**


American Shore and Beach Preservation Association  
California Shore and Beach Preservation Association  
American Society of Civil Engineers/Waterway, Port, Coastal, and Ocean Engineering

**QUALITY CONTROL PLAN**

Describe the procedures by which your firm will ensure compliance with the Contract terms and conditions. The plan shall include at a minimum:

- a. Who will review documents prepared by your office?
- b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?
- c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?
- d. How will you cover unexpected absences?
- e. If you have a written quality control plan or written procedures for your staff, please attach them.

**Additional Information (Attach pages if necessary):**

Signature: 

## QUALITY CONTROL PLAN

- a. Who will review documents prepared by your office?

Documents review will be performed in a two-step process. First, all documents will be reviewed by the Project Manager, Jon Moore for technical completeness, thoroughness, and fulfillment of task. A second level QA/QC review will be performed by Ron Noble acting as the Quality Control Coordinator.

- b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?

NCI's Project Manager and internal Quality Control Plan will be utilized to identify and prevent any potential unsatisfactory performance of the Contract work. It will be the responsibility of NCI's Quality Control Coordinator to insure that all work is performed in accordance with the specified Quality Control Plan. In addition, if deficiencies are identified by the County or its agent during their performance evaluation of our work, corrective measures will immediately be identified and taken to remedy these deficiencies.

The Project Manager shall be responsible for implementation of any action necessary to correct problems or deficiencies.

- c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?

Our response plan for responding to any client dissatisfaction issues will be as follows:

- a. Immediately telephone the Department's Project Manager to discuss the concern.
  - b. Visit with the Department in person within twenty-four hours of receipt of the complaint to discuss the particular problem.
  - c. Within 48 hours of receipt of the complaint issue a project memorandum that reviews the issue, summarizes its resolution, and/or outlines a remedial action plan for correction if required.
- d. How will you cover unexpected absences?

Should any unexpected absences occur within the Project Team, seamless transition would occur for the duration of the any absence by re-assignment from the depth of our senior professional labor pool. As shown in the Project Management Chart, each position is redundant. In the remote chance that

temporary replacement is necessary, a colleague can immediately be substituted. This issue has never been a problem for our clients since the Company's inception primarily because of the senior level experience base of the NCI's professionals.

e. Written quality control plan

NCI has developed Quality Assurance Manuals to insure that proper technical procedures and standards are followed in the performance of project work. Projects are reviewed by the project manager, the principal-in-charge, and by senior personnel independent of the project to help insure the quality of our projects. When required, we also use outside consultants for special review and support.

NCI's quality control procedures are tailored for each project depending on project complexity, project designer experience, sub-consultant coordination, number of submittals and scheduling. While the ultimate responsibility for technical quality of our engineering product rests with the project manager, the functional responsibility rests with the independent quality control/quality assurance staff position on each project. Our internal quality assurance/quality control sequence is presented in the figure that follows this page. Briefly, quality control responsibility for planning documents is fulfilled through the following general checklist activities:

1. Review alternatives developed for completeness and feasibility.
2. Review analyses and calculations for applicability, completeness, and accuracy.
3. Review cost estimates for completeness and accuracy.
4. Review incorporation and consistency of recommendations from subcontractors into alternative plans.
5. Review report for consistency, accuracy, and completeness with respect to the scope of work.

Whereas, quality control responsibility for design documents including engineering drawings is fulfilled through the following general checklist activities:

1. Review collected data and field survey data/processing for completeness and accuracy.
2. Review calculations/analysis for applicability, completeness and accuracy.
3. Review plans and outline construction sequencing, equipment, scheduling



and constructability.

4. Review cost estimates for completeness, accuracy and budget requirements.
5. Review plans for references, details, cross-sections, dimensions and elevations to clearly show nature of work.
6. List all items shown on plans that require specifications. Review specifications to ensure all items on plans have been specified.
7. Review plans, specifications and other documents for consistency, accuracy and completeness with scope of work, and for specific owner requirements.

The results of a quality control review are returned to the project manager and each comment or question is responded to and returned to the reviewer for his sign off or additional review comments. The quality control review is complete when all forms and comments have been accepted and signed off by the reviewer and all such documentation becomes part of the job file.

# NCI Project Assurance/ Quality Control Sequence



Review scope  
Clarify objectives  
Assign tasks  
Assign task budgets

Assemble background data and  
secondary data

Conduct surveys and investigations  
to collect primary data

Enter data and verify accuracy

Screen, evaluate, and analyze  
pertinent data

Perform  
engineering design  
and evaluate  
alternatives  
  
For design projects

Assemble relevant information  
into a formal document or into  
plans, specifications, and cost  
estimate for design project

Obtain peer review  
comments on  
project's technical  
merit

Is  
project technically  
complete and  
accurate?  
  
No  
  
Yes

Revise document or plans,  
specifications, and cost estimate  
to reflect improvements from  
technical review

Edit for clarity, grammar, and  
conciseness

Incorporate improvements from  
Professional Editor review

Verify accuracy of technical  
content after Editor review

Send documents  
to agency

Is  
more  
primary or secondary  
data needed?  
  
No  
  
Yes

Does  
agency review  
suggest revisions?  
  
Yes  
  
No

Agency takes  
possession of  
completed  
documents



Figure 1

### BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Page 7 of the RFP.

1. List the government agencies and private institutions for which your firm has provided harbor engineering services during the last five years. (At least 5 years' experience in the field must be demonstrated.)

Start of Contract	End of Contract	Name of client	Address of client	Contact person	Phone number	Description of Services
2000	Ongoing	BEACON	102 E. Anapamu , #201 Santa Barbara, CA 93101	Gerald Comati	805-962-0488	Beach Nourishment/Dredging/Coastal Regional Sediment Management Program
2003	Ongoing	County of Los Angeles	13483 Fiji Way, Trailer #3 Marina del Rey, CA 90292	Kerry Silverstom	310-305-9527	On-Call Harbor Engineering
2002	Ongoing	County of Marin	3501 Civic Center Drive, #415 San Rafael, CA 94903	Steve Petterle	415-499-6394	Boat Launch Facility Design
2001	Ongoing	County of Orange	300 North Flower Street, Santa Ana, CA 92703	Susan Brodeur	714-834-5173	Design services/On-Call Coastal Engineering
2004	2007	County of Ventura	3900 Pelican Way, L#5200 Oxnard, CA 93035	Lyn Krieger	805-382-3002	Shoreline Stabilization for Channel Islands Harbor
1987	Ongoing	USACE, Los Angeles District	915 Wilshire Blvd. Los Angeles, CA 90017	Susie Ming	213-452-3789	Indefinite Delivery Contract, Coastal Engineering
1987	Ongoing	USACE, San Francisco District	1455 Market Street San Francisco, CA 94103	Bill Firth	415-503-6901	Indefinite Delivery Contracts, Civil Engineering & Hydrologic Engineering
2007	Ongoing	City of Avalon	P.O. Box 707 Avalon, CA 90704	Keith LeFever	310-510-0220	Fuel Dock Replacement Design
2004	Ongoing	City of Dana Point	33282 Golden Lantern Dana Point, CA 92629	Brad Fowler	949-248-3554	On-Call Plan Check & Building Permit Review
2005	Ongoing	City of Emeryville	1333 Park Avenue Emeryville, CA 94608	Maurice Kaufman	510-596-4334	Breakwater Construction & Shoreline Protection
1994	Ongoing	City of Lake Elsinore	130 S. Main Street Lake Elsinore, CA 92530	Pat Kilroy	951-674-7730	Lake Master Plan/Marina Planning/Launch Ramp Design

1991	Ongoing	City of Oxnard	1060 Pacific Ave. Oxnard, CA 93030	Raymond Williams	805-385-8056	Harbor Engineering – Mandalay Bay
2007	Ongoing	City of Solana Beach	635 South Highway 101 Solana Beach, CA 92075	Chandra Collure	858-720-2470	Beach Access Stairway Design
1992	2005	City of Port Hueneme	250 North Ventura Road Port Hueneme, CA 93041	Denis Murrin	805-986-6557	Pier Maintenance and Rehabilitation
1989	2003	City of Ventura	501 Poli Street, Room 120 Ventura, CA 93002	Rick Raives	805-654-7870	Shoreline Protection/Pier Maintenance
2005	Ongoing	Port of Los Angeles	425 South Palos Verdes Street San Pedro, CA 90733	Lisa Roberts	310-732-3405	On-Call Structural Engineering
2007	Ongoing	Port of San Diego	P.O. Box 488 San Diego, CA 92112	Charlene Dennis	619-686-6414	Boat Launch Facility Improvement Feasibility Study

2. How many full-time workers does your firm employ?

11

3. Attach an organizational chart or describe the organization of your firm:

Attached.

4. Attach copies of financial statements (balance and income statements) for at last full fiscal year and any partial year through at least December 31, 2002. Financial statements shall be prepared according to generally accepted accounting principles. Balance sheet shall show assets, liabilities, and net worth. Income statements shall identify operating expenses such as insurance, payroll, employee benefits, and payroll taxes. Reviewed and audited financial statements shall be given greater weight than compiled statements.

Attached.

**5. Credit references. List at least three recent credit or financial references:**

Name	Address	Business relationship	Contact person	Phone number
Crescent Realty	2201 Dupont Drive, Suite 150 Irvine, CA 92612	Building Management and Office Lease	Kelly Schuster	(949) 752-4005
Bank of America	1000 Fourth Street, Suite 200 San Rafael, CA 94901-3121	Bank	Jacqueline Freeman	(888) 852-5000 ext. 7022
DWA Associates, Inc. c/o Colliers International	2 Embarcadero Center, #100 San Francisco, CA 94111	Building Management and Office Lease	Bert Damner	(415) 788-3100
Office Depot	P.O. Box 9020 Des Moines, IA 50368	Office Supply Company	Acct No. 6011566186240937	(800) 463-3768

**6. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract.**

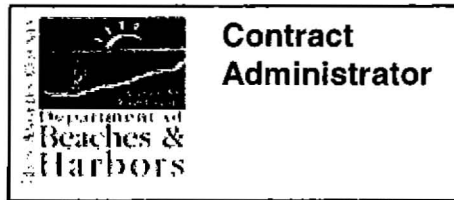
Attached.

**7. ADDITIONAL INFORMATION (Attach additional pages if necessary):**


Additional summaries of relevant experience are attached.

Signature: 

# Project Management Chart



**Project Management**



Ronald M. Noble, P.E. – Principal-in-Charge/QA Coordinator  
Jon T. Moore, P.E. – Project Manager/CA Contact

**Principal Investigators**

Ronald M. Noble, P.E.	<i>Coastal/Harbor Engineering</i>
Jon T. Moore, P.E.	<i>Coastal/Harbor Engineering</i>
Scott M. Noble, P.E.	<i>Coastal/Harbor Engineering</i>
Chia-Chi Lu, P.E., Ph.D.	<i>Coastal/Harbor Engineering</i>
Claudio Fassardi	<i>Coastal/Harbor Engineering</i>
Thomas J. Fischetti, P.E.	<i>Structural/Civil/Architectural Engineering</i>
Wenkai Qin, P.E., Ph.D.	<i>Coastal/Harbor Engineering</i>
Glenn E. Gibson, Jr.	<i>Cost Estimating/Construction Administration/Inspection</i>
Rick Hollar	<i>Hydrographic and Land Surveying</i>

**Subconsultants as needed**

Larry R. Paul, Larry Paul and Associates	<i>Inter-Agency Coordination/Collaboration</i>
Noel Davis, Chambers Group, Inc.	<i>Marine Biology/CEQA</i>
Rudy Pacal, Gorian & Associates, Inc.	<i>Geotechnical Engineering</i>
Jeff Terai, Harbor Offshore, Inc.	<i>Underwater Diving Inspection</i>
Steve Cappellino, Anchor Environmental	<i>Contaminated Sediments</i>





**REQUEST FOR PROPOSALS – PROPOSER'S CERTIFICATION**

On behalf of Proposer Noble Consultants, Inc., the undersigned certifies, declares and agrees as follows:

**1. Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

**2. Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

**3. Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

**4. Antidiscrimination.**

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

**OR:**

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

**5. Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

**OR:**

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

**On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:**

Ronald M. Noble, P.E.

Name

President

Title

Signature

March 28, 2008

Date

County of Los Angeles – Community Business Enterprise Program (CBE)

**Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: Noble Consultants, Inc.

I AM NOT  A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

I AM  As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 11789101

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:  Sole Proprietorship  Partnership  Corporation  Non-Profit  Franchise  
 Other (Please Specify) \_\_\_\_\_

Total Number of Employees (including owners): 11

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			1			
Asian or Pacific Islander			2			1
American Indian						
Filipino						
White	2		2			3

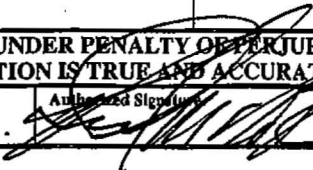
**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:**  
 If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

**V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Print Authorized Name Ronald M. Noble, P.E.	Authorized Signature 	Title President	Date 3/28/08
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**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

<b>Company Name:</b> Noble Consultants, Inc.		
<b>Company Address:</b> 2201 Dupont Drive, Suite 620		
<b>City:</b> Irvine	<b>State:</b> CA	<b>Zip Code:</b> 92612
<b>Telephone Number:</b> 949-752-1530		
<b>Solicitation For (Type of Services):</b> Harbor Engineer		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

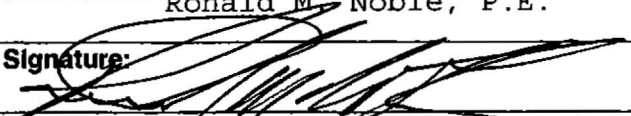
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

<b>Print Name:</b> Ronald M. Noble, P.E.	<b>Title:</b> President
<b>Signature:</b> 	<b>Date:</b> March 28, 2008

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Noble Consultants, Inc.

Company Name

2201 Dupont Drive, Suite 620 Irvine, CA 92612

Address

94-2875153

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

  
Signature

March 28, 2008

Date

Ronald M. Noble, P.E. President

Name and Title of Signer (please print)

Award Information has not been added at this time.

Attachment 1

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### Bid Information

**Bid Number :** DBH-27

**Bid Title :** Harbor Engineering Services

**Bid Type :** Service

**Department :** Beaches and Harbors

**Commodity :** ENGINEERING - HARBORS; JETTIES; PIERS; SHIP TERMINAL FACILITIES

**Open Date :** 3/4/2008

**Closing Date :** 4/1/2008 12:00 PM

**Notice of Intent to Award :** [View Detail](#)

**Bid Amount :** N/A

**Bid Download :** [Available](#)

**Bid Description :** The Los Angeles County Department of Beaches and Harbors is seeking one or more contractors with experience in coastal engineering projects to provide consulting and engineering services. The Contractor (s) will work with Department staff and other Contractors on various projects within the Marina del Rey Small Craft Harbor and on various beaches within the County operated by the Department. Selection of a contractor will be based on the qualifications of the firms submitting proposals as well as their hourly rates for performing the work.

An Informational Meeting will be held at 10:00 a.m. on Tuesday, March 18, 2008 at the Boathouse Meeting Room in Chace Park, 13640 Mindanao Way, Marina del Rey. The deadline for submitting proposals will be 12:00 Noon, April 1, 2008.

Firms submitting proposals must have a minimum of five years' experience in engineering marine projects and current civil engineer registration with the California State Board of Registration for professional engineers and land surveyors. The County may require additional minimum qualifications.

To receive a copy of the RFP, either telephone (310) 306-0495, send an e-mail with Harbor Engineer RFP in the subject line to [dpritchett@bh.lacounty.gov](mailto:dpritchett@bh.lacounty.gov), visit [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm), or write:

Department of Beaches and Harbors  
Harbor Engineer RFP/Attn: Debra Pritchett  
13837 Fiji Way  
Marina del Rey, CA 90292  
Fax: (310) 821-8155

**Contact Name :** Debra Pritchett

**Contact Phone# :** (310) 306-0495

**Contact Email :** [dpritchett@bh.lacounty.gov](mailto:dpritchett@bh.lacounty.gov)

**Last Changed On :** 3/4/2008 11:11:08 AM

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**Vendor List – Harbor Engineering Services**

Gordon Fulton  
TransSystems Corp.  
6700 East Pacific Coast Highway  
Suite 201  
Long Beach, CA 90803

Ron Noble  
Noble Consulting, Inc.  
2201 Dupont Drive  
Suite 620  
Irvine, CA 92612-7509

Maria Marzoecki  
David Evans and Associates, Inc.  
800 North Haven Avenue  
Suite 300  
Ontario, CA  
[Mlm@deainc.com](mailto:Mlm@deainc.com)

Ron Everett  
Hans Padron, Inc. (Halcro HPA)..?  
6700 East Pacific Coast Highway  
Suite 180  
Long Beach, CA 90803

Randy Mason  
Cash & Associates  
5772 Bolsa Avenue  
Suite 100  
Huntington Beach, CA 92647

Russel Boudreau  
Moffatt & Nichol Engineers  
250 West Wardlow Road  
Long Beach, CA 90807

Eric Takamura  
Environet, Inc.  
2850 Paa Street  
Suite 212  
Honolulu, HI 96819

David Hebert  
CH2M Hill  
3 Hutton Centre Drive  
Suite 200  
Santa Ana, CA 92707

Michael Gasparro  
DMJM + Harris  
999 Town & Country Road  
Orange, CA 92668

David Cannon  
Everest International Consultants, Inc.  
444 West Ocean Boulevard  
Suite 1104  
Long Beach, CA 90802

John Kulpa  
HNTB Corporation  
601 West 5<sup>th</sup> Street  
Suite 1010  
Los Angeles, Ca 90071

Jalal Vakili  
Ninyo & Moore  
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Irvine, CA 92618

Carl Enson  
Parsons Brinckerhoff Quade & Douglas, Inc.  
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Suite 3700  
Los Angeles, CA 90071

Karen Huhn  
URS Corporation  
2020 East First Street  
Suite 400  
Santa Ana, CA 92705

Ernie Schneider  
Hunsaker & Associates  
3 Hughes  
Irvine, CA 92618

Kevin Padgett  
Keith Companies, Inc.  
P. O. Box 25127  
Santa Ana, CA 92799-5127

Michael Greenspan  
Kennedy/Jenks, Consultants  
2151 Michaelson Drive, Suite 100  
Irvine, CA 92612-1311



Tim Bazley  
Bluewater Design Group  
2500 Via Cabrillo  
Suite 200  
San Pedro, CA 90731

Gan Mukhopadhyay  
Kleinfelder, Inc.  
16 Technology Drive  
Suite 150  
Irvine, CA 92618

Tim Townsend  
Saiful/Bouquet Structural Engineers  
150 East Colorado Boulevard  
Suite 350  
Pasadena, CA 91105

Sabrina Garcia  
DCA Civil Engineering Group  
17625 Crenshaw Boulevard  
Suite 300  
Torrance, CA 90504

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INCA Engineers, Inc.  
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Suite 722  
Los Angeles, CA 90017

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PSOMAS  
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Suite 750  
Los Angeles, CA 90064

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[Susanberg817@earthlink.net](mailto:Susanberg817@earthlink.net)

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[Philip\\_hadfield@urscorp.com](mailto:Philip_hadfield@urscorp.com)

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KPFF Consulting Engineers  
6080 Center Drive  
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5933 West Century Boulevard  
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[Aneumann@gminc.com](mailto:Aneumann@gminc.com)

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200 Citadel Drive  
Los Angeles, Ca 90040

Andrea Russell  
KJM & Associates  
3 Park Plaza  
Suite 470  
Irvine, CA 92614-8505  
[arussell@kjmassoc.com](mailto:arussell@kjmassoc.com)

Christina Blantan  
Diaz-Yourman  
1616 East 17<sup>th</sup> Street  
Santa Ana, CA 92705

Bob Filgas  
Ben C. Gerwick, Inc.  
1300 Clay Street, Suite 450  
Oakland, CA 94612

Jose L. Echeverri  
Morgner Technology Management  
15260 Ventura Blvd., Suite 1080  
Sherman Oaks, CA 91403

Jorge Castillo  
Gateway Science & Engineering  
300 North Lake Street, Suite 520  
Pasadena, CA 91101

Vicki Gray  
VLG Engineering  
23172 Plaza Point Dr., Suite 178  
Laguna Hills, CA 92653

Anne Mooney  
Sprang & Mooney, Architecture  
8405 Pershing Drive  
Playa del Rey, CA 90293

Roger Soneja  
Simplex  
970 North Tustin Ave.  
Anaheim, CA 92807

Gricelda Perez  
Fernando Juarez & Associates, Inc.  
111 North Glendale  
Los Angeles, CA 90026

**HARBOR ENGINEER  
FIRM/ORGANIZATION INFORMATION**

PROPOSER	Certified Local SBE	COMPOSITION	PARTNERS/ ASSOCIATE		MGRS		STAFF		TOTAL	M	F
			M	F	M	F	M	F			
TranSystems *	N	Black/African American			6	1	18	13	38		
		Hispanic/Latino			13	2	30	14	59		
		Asian or Pacific Islander			28	6	34	16	84		
		Amer. Indian/Alaska Native			2	1	3	0	6		
		Filipino American							0		
		White			466	89	345	156	1056		
		<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>515</b>	<b>99</b>	<b>430</b>	<b>199</b>	<b>1243</b>		
Noble Consultants, Inc.	N	Black/African American							0		
		Hispanic/Latino			1				1		
		Asian or Pacific Islander			2			1	3		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White	2		2			3	7		
		<b>TOTALS</b>	<b>2</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>11</b>		
David Evans & Associates, Inc.	N	Black/African American	2	1	2		4	2	11		
		Hispanic/Latino	4	2	11	2	43	18	80		
		Asian or Pacific Islander	9	3	5	4	28	17	66		
		Amer. Indian/Alaska Native			1	1	5	3	10		
		Filipino American							0		
		White	204	54	55	21	381	222	937		
		<b>TOTALS</b>	<b>219</b>	<b>60</b>	<b>74</b>	<b>28</b>	<b>461</b>	<b>262</b>	<b>1104</b>		
Halcrow, Inc. **	N	Black/African American					5	6	11		
		Hispanic/Latino					6	9	15		
		Asian or Pacific Islander					21	7	28		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White			17	3	82	33	135		
		<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>17</b>	<b>3</b>	<b>114</b>	<b>55</b>	<b>189</b>		

\* The owners of TranSystems are 291 shareholders and cannot be provided by race.

\*\* Halcrow, Inc. is a wholly owned subsidiary of Halcrow Group Limited which is privately owned by Halcrow Trust and Employees. Race/Ethnic composition of this ownership is unavailable.