Los Angeles County
Beaches & Harbors
Caring for Your Coast

To enrich lives through effective and caring service

August 14, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

CONTRACT FOR MARINA BEACH WATER QUALITY IMPROVEMENT PROJECT - PHASE 1
(FOURTH DISTRICT)
(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve award of and instruct the Chair to execute the attached contract with Kinnetic Laboratories, Inc. (Kinnetic) to conduct the first phase (Phase 1) of the Marina Beach Water Quality Improvement Project at a County cost not to exceed $219,850; and authorize the Director of Beaches and Harbors to increase the contract sum of $219,850 by a sum not exceeding 20 percent during the term of the contract should the requirements of the study increase.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Marina Beach, located in Marina del Rey, is owned and maintained by the County of Los Angeles Department of Beaches and Harbors. For many years, Marina Beach has suffered from degraded water quality caused by poor water circulation and bird waste accumulation. Because water quality at this beach remains an ongoing periodic problem, the Department has devised the two-phase Marina Beach Water Quality Improvement Project (WQIP) that would address the present causes of poor water quality and prevent further contaminants from accumulating in the water. It is contemplated the WQIP will include a water infusion system that will increase circulation in Marina Beach by conveying water from an adjacent basin, removal and replacement

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Stan Wisniewski Director • **Kerry Gottlieb** Chief Deputy

of existing sand, and implementation of best management practices (BMPs) for managing stormwater and runoff from nearby parking lots, buildings and landscaped areas.

Approval of the contract will enable the Department to complete Phase 1 of the program. Kinnetic will perform further water quality, water circulation and sediment analysis to develop a water infusion system or equivalent approach, and will recommend appropriate mitigation measures and California Environmental Quality Act (CEQA) documentation covering project implementation in Phase 2.

Implementation of Strategic Plan Goals

The services provided by the contractor will promote and further the Board-approved Strategic Plan Goal of Service Excellence, by resulting in improved quality of the beach experience for both Marina visitors and residents.

FISCAL IMPACT/FINANCING

The State of California established the Clean Beaches Initiative Grant Program as part of the Budget Act of 2001, Senate Bill 739 to fund a statewide effort to reduce the health risks and increase the public's access to clean beaches. A $250,000 grant has been awarded to the Department from this program for Phase 1. The grant will provide for up to 80 percent of the funding for the project with the remaining 20 percent to be covered by County funds. The total compensation for Phase 1 is not to exceed $219,850. However, if the requirements of the study increase, the contract provides that the Director may by written notice to the contractor increase the maximum compensation by up to 20 percent during the term of the contract. The cost of this contract is included in the Department's 2003-2004 adopted budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract with Kinnetic is for Phase 1 of the Marina Beach Water Quality Improvement Project for a term commencing on the date of approval by your Board and ending with the completion and delivery of the final task deliverable, estimated to occur in June, 2004.

The contract contains the County's standard provisions regarding contractor obligations and is in compliance with all Board, Chief Administrative Office and County Counsel requirements.

The contract is not subject to the County's Living Wage Ordinance as the services are of a technical nature and are being utilized on a temporary basis.

The contract has been approved as to form by County Counsel. The CAO's Risk Management Office has approved the insurance coverage, indemnification, and liability provisions included in the contract.

CONTRACTING PROCESS

The Department conducted a Request for Proposals (RFP) process in selecting its proposed contractor. This contract solicitation was advertised in the Argonaut, the Culver City Star, the Daily Breeze, the Eastside Sun, the Los Angeles Daily News, the Los Angeles Sentinel, the Los Angeles Times, and the Santa Monica Observer. The opportunity was also advertised on the County's Bid Web page (Attachment 1), as well as the Department's own Internet site. The RFP was sent out by direct mail to a list of 24 engineering firms (Attachment 2).

One firm submitted a proposal which met the RFP's minimum requirements and was evaluated.

Attachment 3 details the minority and gender composition of the firm. However, on final consideration of award, the recommended contractor was selected without regard to gender, race, creed or color.

A three-person evaluation committee composed of one member of the Department's Planning Division, a representative from the Chief Administrative Office, and a representative from Aquatic Bioassay and Consulting Laboratories, the Department's contractor for Marine Environmental Monitoring and Analysis Services, evaluated the contractor based on a weighted evaluation of: (1) experience and organizational resources, 30 percent; (2) approach to contract requirements, 30 percent; (3) references, 10 percent; and (4) price, 30 percent. The committee determined that the contractor has put together a strong team of consultants who have the ability, experience and resources to provide the required services to the Department.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Department is not currently contracting for these services.

CONCLUSION

Instruct the Executive Officer to send two executed copies of the contract to the Department of Beaches and Harbors, as well as one copy of this Board letter.

Respectfully submitted,

Stan Wisniewski

Stan Wisniewski, Director

SW:hh
Attachments (3)
C: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

Attachment 1

Bid Detail Information

Bid Number : DBH-5

Bid Title : Water Quality Improvement Project - Phase 1

Bid Type : Service

Department : Beaches and Harbors

Commodity : ENGINEERING - POLLUTION CONTROL

Open Date : 6/5/2003

Closing Date : 7/7/2003 5:00 PM

Bid Amount : N/A

Bid Download : Available

Bid Description : The Los Angeles County Department of Beaches and Harbors requests proposals from firms with coastal engineering experience to conduct the first phase of the Marina Beach Water Quality Improvement Project. The Contractor will perform water quality, water circulation, and sediment analyses to determine the cost effectiveness of a water infusion system, or equivalent approach, and will recommend appropriate mitigation measures and CEQA documentation covering project implementation in the next phase. Those who submit proposals must have a minimum of five years' coastal engineering and epidemiological experience and all licenses required to perform the necessary engineering and analytical services required.

An informational meeting will be held at 10:00 a.m. on Monday, June 23, 2003 in the Chase Park Community Building, 13650 Mindanao Way, Marina del Rey. The deadline for submitting proposals is 5:00 p.m., July 7, 2003.

An RFP can be downloaded from this website or by contacting Harold Harris at the phone number and email address listed below.

Contact Name : Harold Harris

Contact Phone# : (310) 573-5736

Contact Email : haroldh@dbh.co.la.ca.us

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WQIP PROPOSER
FIRM/ORGANIZATION INFORMATION

ATTACHMENT 3

PROPOSER	COMPOSITION	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS		MGRS	STAFF	TOTAL	% OWNERSHIP	
		M	F				M	F
Kinnetic Laboratories, Inc. Certifications: None claimed.	Black/African American				1	1		
	Hispanic/Latino			1	3	4		
	Asian or Pacific Islander			4	5	9		
	Amer. Indian/Alaska Native				1	1		
	Filipino American							
	White	2	2	16	30	50	32%	68%
	TOTALS	2	2	21	40	65	32%	68%

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR WATER QUALITY IMPROVEMENT PROJECT – PHASE 1

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LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR WATER QUALITY IMPROVEMENT PROJECT (WQIP)–PHASE 1

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 Kinnetic Laboratories, 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, P-8, and P-9 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be 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 Period. The period commencing on the effective date of the Contract through the completion of all the tasks required in Phase I of the WQIP.

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 June 5, 2003.

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 Term. The Contract term shall commence on the date of approval by the Board of Supervisors and continue until the completion and approval by the Department of all tasks listed in Section 2.3.

1.3.2 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 the Contract period for phase 1 of the water quality improvement project shall not exceed $219,850. The County may at its discretion expend any portion, all or none of that amount.

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 $219,850 sum referenced in Section 1.4.1 by up to 20 percent during the term of the Contract subject to the availability of funds in the Department's budget.

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 hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

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 task 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 will be issued a Work Order for each task and sub-task. The Contractor shall submit an invoice to the Department along with each deliverable upon the completion of each task. 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 task. 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 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.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR WATER QUALITY IMPROVEMENT PROJECT (WQIP)–PHASE 1

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 work.

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 breech 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 and computer based analytical tools 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 Meeting with Contract Administrator. The Contractor's Representative designated pursuant to Section 2.2.1 shall meet monthly with the County's Contract Administrator appointed pursuant to Section 2.2.2 to review the current status of the WQIP and any facts which may jeopardize the completion of the WQIP or any intermediate deadlines.

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 County Contract Administrator (CA).

2.2.2.1 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.

2.2.2.2 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.

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

2.2.2.4 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:

- *Task 1: Quality Assurance Project Plan (QAPP)*

  Task 1.1: QAPP – Prepare and maintain a Quality Assurance Project Plan (QAPP) acceptable to the State Water Resources Control Board (SWRCB) project representative prior to implementation of any sampling or monitoring. (Estimated completion date – September, 2003)

  Task Deliverables 1.1: QAPP

- *Task 2: Project Implementation*

  Task 2.1: Problem Identification/Plan Development – Using a previous WQIP feasibility study provided by the County, the Contractor shall develop a modified Problem Identification/Plan Development for the Marina Beach WQIP.

  Task 2.2: Sediment/Soil Sampling. (Estimated completion date – November, 2003)

  Sediment/soil samples in the bathymetric area adjacent to Marina Beach are to be taken in accordance with the sampling design and protocol detailed in the QAPP. The locations and number of samples, including the control location, will be determined jointly by the Contractor and the County utilizing the QAPP;

  The samples are to be collected along each of three cross-sections as determined jointly by the County and the Contractor and at one control location;

  The samples are to be analyzed for coliform contamination using the appropriate analytical methods for sediment;

  An evaluation of the analytical results is to be conducted to determine if the beach sand and offshore sediment is contaminated at levels that may contribute to the degradation of water quality standards at Marina Beach; and
  Perform additional sampling as necessary to delineate the extent of contamination.

  Task 2.3: Water Quality & Biological Testing and Analysis (Estimated completion date – November, 2003)

  a) Identify and evaluate source(s) of contamination and determine the percentage of input from each source;

  Determine methods by which the identified sources of relevant contaminants can be eliminated or minimized; and

  Determine necessary characteristics of the relevant contaminants present to design an effective solution to the problem.

  Task 2.4: Hydrodynamic Modeling (Estimated completion date – October, 2003)

  Collect the necessary field data to accurately model the flow of water within Basin D and between Basin D and adjacent basins within Marina del Rey Harbor;

  Perform hydrodynamic modeling to determine flow rates and patterns within Basin D and the adjacent basins within Marina del Rey Harbor; and

  Evaluate the potential for transport of contaminants to Basin D from other areas of the harbor, particularly from Basin E, to determine an effective solution to the problem.

  Task 2.5: Water Infusion Program (Estimated completion date – December, 2003)

  Develop a water infusion program consistent with the findings of the above analyses (Tasks 2.2, 2.3, and 2.4) that incorporates

the necessary structural and non-structural best management practices (BMP), and an appropriate flushing mechanism(s) to maintain water quality standards at Marina Beach;

Evaluate flow rates necessary to maintain the appropriate residence time at Marina Beach to maintain the water quality at or below state and federal standards;

Alternative BMP's and flushing mechanisms are to be identified and presented for evaluation including the following criteria and any additional criteria identified throughout these investigations:

Perform hydrodynamic modeling to evaluate the efficiency and effectiveness of flushing alternatives at maintaining water quality standards throughout the Marina Beach area; and

Prepare preliminary construction and life-cycle cost estimates for the identified procedures and flushing mechanisms.

Prepare concept-level design documents for each alternative considered.

Prepare a final report giving the findings of the studies conducted and recommendations for the preferred alternative.

Task Deliverables 2.1-2.5: Sediment/Soil Sampling Data/Analysis, Water Quality and Biological Testing Data/Analysis, Hydrodynamic Modeling Data/Analysis, and concept-level design documents for Water Infusion Program and equivalent alternatives.

- *Task 3: Reporting*

Task 3.1: Draft Final Report (Estimated completion date – February, 2004)

Prepare a draft final report that summarizes project accomplishments and submit an original and six (6) copies to the Contract Manager for review and comment. The report shall provide the following requirements:

A brief introduction section including a statement of purpose, the scope of the project, and a brief description of the approach and techniques used during the project;

A list of task products previously submitted for Tasks 2.1 to 2.5.

Any additional information that is deemed necessary by the County.

Indicate whether the purposes of the project have been met. Include information collected in accordance with the project monitoring and reporting plan, including a determination of the effectiveness of the best management practices or management measures implemented as part of the project in preventing or reducing non-point source pollution.

Declaration of findings from the studies conducted and recommendations for the preferred alternative, which will provide the basis of final design for Phase II of the project.

Task 3.2: Final Report – Prepare a final report that addresses comments from the County and deliver an original unbound and ten (10) bound copies of said report to Contract Manager. (Estimated completion date – April, 2004)

Task 3.3: Construction Documents - Prepare schematic-level design documents for the preferred alternative sufficient to complete the CEQA and permitting process. (Estimated completion date – April, 2004)

Task Deliverables 3.1–3.3: Original and six (6) copies of the Draft Final Report. Original unbound and ten (10) bound copies of the Final Report. Ten (10) sets of schematic-level design documents.

- *Task 4: California Environmental Quality Act (CEQA) Documents and Permitting.*

Task 4.1: CEQA Documents required for Phase 2 work. (Estimated completion date – April, 2004)

Utilizing project scope and schematic-level design documents determined for Phase 2, Contractor shall prepare an Initial Study and a draft of the appropriate CEQA documentation for review and approval by County and SWRCB, as appropriate.

Contractor shall, at the County's option, conduct a minimum of one public meeting to discuss the findings of the Phase I report and incorporate those comments into the CEQA process.

Contractor shall review comments from the draft and prepare a final CEQA document for consideration by the lead agency.

Contractor shall provide all required CEQA notices (e.g., Notice of Completion) for use by the County.

Task 4.2: Permits – Contractor shall secure all required permits for project work satisfactory to the County and SWRCB representatives. (Estimated completion date – June, 2004)

Task Deliverables 4.1-4.2: CEQA documentation and required permits, conduct public meeting at County's option.

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 a monthly 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 task 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 applicable professional 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.

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 $1 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 RESPONSIBILITY AND DEBARMENT

3.32.1 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.

3.32.2 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 not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

3.32.3 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.

3.32.4 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.

3.32.5 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 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. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

3.32.6 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.

3.32.7 These terms shall also apply to Subcontractors of County Contractors.

3.33 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).

3.34 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.

3.35 COMPLIANCE WITH JURY SERVICE PROGRAM

3.35.1 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.

3.35.2 Written Employee Jury Service Program.

3.35.2.1 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.

3.35.2.2 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.

3.35.2.3 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.

3.35.2.4 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.

3.36 SAFELY SURRENDERED BABY LAW.

3.36.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and shall 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 5 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.36.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places a high priority on the implementation of the Safely 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.

3.37 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.

Kinnetic Laboratories, Inc.,
a California Corporation

By _____
Patrick J. Kinney, Principal

By _____
Chair, Board of Supervisors

Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By _____
Deputy

REQUEST FOR PROPOSALS FOR WATER QUALITY IMPROVEMENT PROJECT
OFFER TO PERFORM

Proposer: Name: Kinnetic Laboratories, Inc.

Address: 307 Washington Street

Santa Cruz, CA 95060

Phone: (831) 457-3950 Fax: (831) 426-0405

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 conduct the first phase of the Marina Beach Water Quality Improvement Project on the terms and conditions for the performance of this work that are set forth in the RFP

The compensation for Proposer's services shall be in accordance with the rates set forth for such work on Page 2 of this form, subject to limitations provided in the Contract.

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: California

Authorized agent for service of process in California:

Mary Lee Kinney	307 Washington Street	Santa Cruz, CA 95060	(831)457-395
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 matter pertaining to the proposed Contract:

Mary Lee Kinney, President	(831) 457-3950				
Name	Title	Phone	Name	Title	Phone

Dated: July 6, 2003 Proposer's signature:

Mary Lee Kinney, President	(831) 457-3950
Name	Title Phone

PRICE PROPOSAL

The compensation to the Contractor for providing these services will be based on the hourly rate quoted for each task only. The cost of providing all services required to complete each task should be reflected in the quoted hourly rates. In computing the price, Proposer should consider all overhead and risk items.

	Hourly Rate	Total Hours	Cost
Task 1: Quality Assurance Project Plan			
Task 1.1 QAAP	$ 105	$ 150	$ 15,750
Task 2: Project Implementation			
Task 2.1 Problem Identification/ Plan Development	$ 105	$ 80	$ 8,400
Task 2.2 Sediment/Soil Sampling	$ 105	$ 160	$ 16,800
Task 2.3 Water Quality & Biological Testing and Analysis	$ 105	$ 120	$ 12,600
Task 2.4 Hydrodynamic Modeling	$ 120	$ 320	$ 38,400
Task 2.5 Water Infusion Program	$ 130	$ 300	$ 39,000
Task 3: Reporting			
Task 3.1 Draft Final Report	$ 105	$ 200	$ 21,000
Task 3.2 Final Report	$ 105	$ 50	$ 5,250
Task 4: California Environmental Quality Act (CEQA) Documents and Permitting			
Task 4.1 CEQA Documents Required for Phase 2 Work	$ 115	$ 190	$ 21,850
Task 4.2 Permits	$ 115	$ 140	$ 16,100
Direct Laboratory and Field Costs (Tasks 2.2 and 2.3)			$24,700
		TOTAL COST	$ 219,850

WORK PLAN (See Attached Information & Resumes)

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

Name	Relationship to Proposer	Job Title	Responsibilities
P. Kinney	Principal, KLI	Project Manager	Manage Project
A. Boehm	Consultant	Task Leader	Epidemiological aspects, Task Leader
M. Stevenson	Staff	Task Leader	Bacteriological Studies
M. Savoie	Staff	Task Leader	QA, Plume Modeling
K. Kronschnabl	Staff	Task Leader	Field Studies

2. **PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION:** Patrick Kinney, Mary Lee Kinney, Philip Carpenter, Margaret Carpenter

3. **IDENTIFY PARTNERS/SUBCONSULTANTS:**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
J. DeGeorge	Resource Mgmt.	Subconsultant	Modeling	Fairfield, CA	707-864-2950
S. Grinbergs	Resource Mgmt.	Subconsultant	Modeling	Fairfield, CA	707-864-2950
M. Leue	DMJM+Harris	Subconsultant	Engineering	Long Beach, CA	562-981-2950
B. Dehoney	DMJM+Harris	Subconsultant	CEQA	Long Beach, CA	562-981-2950

Form P-2
WORK PLAN
Pages 1 through 3
(Attachment)

MARINA BEACH WATER QUALITY IMPROVEMENT PROJECT
PHASE 1

1. Staffing Plan

The proposed project team for this Phase I, Marina Beach Water Quality Improvement Project has specific experience in similar projects, and particular expertise in epidemiology applied to pathogens in coastal/beach environments, coastal engineering, numerical modeling, port/harbor design and dredging, and drainage and storm water issues.

The project team will be led by **Kinnetic Laboratories, Inc.** as prime contractor, working with Dr. Alexandria Boehm of Stanford University as a continuation of presently ongoing work on Cabrillo Beach bacterial violations problems for the Port of Los Angeles. Modeling expertise will be supplied by **Resource Management Associates** who have supplied the Army Corps of Engineers with the RMA numerical models used in their simulations, including previous work done in Marina del Rey. Engineering support will be provided by **DMJM+Harris** a leading engineering and harbor design firm who has been doing the major projects in Los Angeles and Long Beach harbors, as well as managing the present Cabrillo Beach bacterial clean-up project.

Firm Qualifications and Experience.

Kinnetic Laboratories, Inc.

Kinnetic Laboratories, Inc. is an environmental science services firm which provides environmental science consulting, field studies, and laboratory testing. Chemical and toxicity testing services are within our affiliated firm, **ToxScan, Inc.** Kinnetic Laboratories has a 30-year track record of excellence on applied environmental and coastal projects.

Kinnetics/ToxScan has offer a broad range of expert services in the physical, chemical, and biological disciplines. These services include **PHYSICAL/ CHEMICAL SCIENCES** providing Physical Oceanography, Hydrology and Urban Runoff, Water and Sediment Quality, Meteorology, Modeling, and Wetland Restoration Studies. **ANALYTICAL CHEMISTRY AND TOXICOLOGICAL SERVICES** involve GLP Aquatic Testing, Toxicological Testing of Water, Sediments, and Hazardous Waste, Bioaccumulation Studies, TIE and TRE Evaluations, Risk Assessments, Laboratories specializing in Marine Chemistry Analyses with Low Detection Thresholds, Agricultural Chemistry, and Hazardous Materials Analyses. **BIOLOGICAL/ECOLOGICAL SERVICES** include Marine Biology, Freshwater and Terrestrial Biology, Fisheries, Vegetation and Wetland Studies, Environmental Assessments, and Taxonomic Laboratory Services. **HAZARDOUS MATERIALS SERVICES** provide Field Sampling, Fate and Effects Assessments, Contingency Planning, and Analytical and Toxicological Testing, including Remote and Mobile Capabilities. **INSTRUMENTATION SERVICES** provide Custom Instrumentation and an Extensive Inventory of Instrumentation for use, lease, or sale. **FIELD and LOGISTIC SERVICES** include At-Sea Operations, Vessels, Sampling and Coring Equipment, Remote Camp Operations, and ownership of state-of-the-art Field Equipment and Instrumentation.

Kinnetic Laboratories developed the basic study designs and techniques now being used in the large urban runoff studies being conducted in California, starting with the Santa Clara Valley Water District

Program 16 year ago, and including over 20 major storm water programs since of which the City of Long Beach's program is an example. Kinnetic Laboratories also has carried out hundreds of dredge materials sampling and testing programs in almost all of the ports and harbors in California over the last 20 years, with the major projects in the Port of Los Angeles such as the Pier 400 and Channel Deepening projects as examples. Kinnetic Laboratories as part of storm water or point source discharge studies has carried out a number of projects associated with the TMDL process. They also have conducted a number of bacterial contamination studies other than monitoring, including the Cabrillo Beach violations study, a two-year study of bacterial problems in San Diego's Mission Bay and upstream watersheds, a similar study in Santa Cruz involving the Neary Lagoon drainage and discharge on the Main (Cowell's) Beach, and Mamala Bay studies offshore Honolulu.

Resource Management Associates, Inc.

Resource Management Associates (RMA) is an engineering consulting firm specializing in the development and application of numerical models for hydraulics and hydrology, and coastal and estuarine hydrodynamics and water quality, cohesive and non-cohesive sediment transport. Engineers at RMA comprise a team experienced in the design, development, and application of advanced computational models and graphical user interface software for surface water systems.

The RMA finite element models were originally developed with the support of the U. S. Army corps of Engineers Waterways Experiment Station for simulation of 1, 2, and 3-dimensional hydrodynamics and transport in rivers, bays, and estuaries. Recent development of the RMA 11 model has added the capability to perform complex water quality simulations with multiple non-linearly coupled constituents. Pathogen simulation capabilities are included in these RMA models. These models form the basis of the Corps of Engineers' TABS modeling system. Previous modeling in Marina del Rey by the Corps of Engineers used the RMA-4 model, and the circulation results were utilized in the subsequent TMDL studies as well as being used to support other developments and maintenance dredging issues within the Marina.

DMJM+Harris

As an operating company of AECOM Technology Corporation, the No. 1 Marine, No. 1 Transportation and the No. 1 Facilities Engineering Consultant in the nation, DMJM+HARRIS, Inc. brings unprecedented experience in the evaluation, design and construction of marine facilities and improvements. With over 1,450 staff nationwide, DMJM+HARRIS is one of the largest and most respected engineering firms in the country. The firm's professional staff is comprised of industry leading engineers, planners, construction professionals and environmental scientists and provides full service in the areas of civil, environmental, structural, geotechnical, mechanical and electrical engineering and architecture. As an industry leading marine engineering consultant for over 75 years DMJM+HARRIS maintains a rich history in facilities planning, engineering and construction in marine and environmental industries. The numerous projects around the world constructed by our designs are a testament to our success and knowledge of oceanographic mechanics, circulation analyses, water quality, dredging, shore protection and dredging. DMJM+HARRIS and AECOM can claim responsibility for the planning, design and/or construction management of more of these projects than any other consultant in the industry.

DMJM+HARRIS brings directly applicable experience to the Marina del Rey water quality improvement project, which is very similar to the Cabrillo Beach water quality improvement project performed by DMJM+HARRIS and Kinnetic Laboratories for the City of Los Angeles. DMJM+HARRIS, working with Kinnetic Laboratories has also been involved in the design of Pier 400 with its dredging, landfill and shallow water habitats and associated need for water quality and circulation analysis; San Diego Harbor circulation analysis; Port of Long Beach dredging and water quality analysis, San Diego County beach fill project, and water quality analyses associated with several wetlands development/enhancement projects.

Over the past 5 years, DMJM+HARRIS' professional staff has been responsible either for project management, planning, design and/or construction management for over $5 Billion in waterfront and environmental projects nationwide. DMJM+HARRIS planners and engineers bring a multidisciplinary approach to these marine projects. Their technical capabilities cover the broad range of environment, science, economics, engineering, and construction management required for the full-service development of waterfront projects.

Key References on Pertinent Projects

Tom Leary — **City of Long Beach Storm Water Monitoring Program**
City of Long Beach
562-570-6023
Tom_Leary@longbeach.gov

John Foxworthy — **Cabrillo Beach Bacterial Contamination Project & Pier 400 and Channel Deepening Projects**
Port of Los Angeles
310-732-3571
jfoxworthy@portla.org

Ken Schiff — **Bacterial Contamination Studies, San Diego Mission Bay/Watersheds**
Southern California Coastal Water Research Project
714-372-9202; 714-894-2222
kens@SCCWRP.org

Amanda Carr — **Newport Bay Shellfish Harvesting Assessment**
Orange County Public Facilities & Resources Department
714-567-6367
Amanda.carr@pfrd.ocgov.com

Key Employees and Subconsultants (Full Resumes for Key Employees and Support Staff Attached).

Patrick Kinney, Ph.D. will serve as Project Manager for this Phase I Marina Beach Water Quality Improvement Project. He holds a Ph.D. in Engineering, did his Post-Doctoral studies at Scripps Institution of Oceanography, and was been a tenured faculty member in Marine Science. For the last 30 years he has been a Principal of Kinnetic Laboratories working on applied coastal and watershed environmental projects. He has managed the Cabrillo Beach bacterial studies, successful in determining the sources of frequent violations at this beach and in the formulation of engineering and management solutions. Earlier he managed the two-year bacterial contamination studies in San Diego's Mission Bay and watershed published with Ken Schiff of SCCWRP, and similar bacterial contamination studies done in Santa Cruz and Hawaii. He has served as Project Manager for the City of Long Beach's Storm Water Monitoring Program as well as for about 20 other large urban storm water programs in the last 15 years. He also served on the DMJM/Harris design teams for the Port of Los Angeles large Pier 400 and channel deepening projects as Chief Environmentalist, including primary responsibility for dredge material field/laboratory studies and contaminant sediment management plans.

Alexandria Boehm, Ph.D. a consultant to Kinnetic Laboratories will lead the microbiological studies tasks on the Marina Beach, continuing similar work now being done in collaboration with Dr. Kinney on Inner Cabrillo Beach at San Pedro for the Port of Los Angeles. Dr. Boehm is a Clare Boothe Luce Assistant Professor, Department of Civil and Environmental Engineering at Stanford University and an expert on water borne human pathogens, coastal water quality, and coastal transport processes. She has carried out and is lead author on a number of other recent, similar projects including the problems at Avalon Bay beaches at Catalina Island, and the Huntington Beach bacterial contamination problems. Dr. Boehm's program at Stanford University includes teaching courses in Coastal Contaminants and in Pathogens in the Environment. Her research program centers on coastal water quality, coastal transport processes and their influence on pollution, water-borne human pathogens, water quality indicators, particle fate in water, coagulation, sedimentation, and analysis of large data sets.

John DeGeorge, Ph.D. of Resource Management Associates will lead the numerical hydrodynamic modeling efforts necessary to evaluating circulation within Marina del Rey effecting contaminant transport, and evaluating solution alternatives. Dr. DeGeorge has applied, developed, and enhanced RMA's suite of multi-dimensional finite element models for flow, water quality, and sediment transport, the models previously used by the Corps of Engineers to study Marina del Rey. Recently, he has applied these models to development a hydrodynamic and sediment transport numerical model of the Upper Newport Bay estuary for the Corps of Engineers dredging strategies, and is now supporting Kinnetic Laboratories in a study of shellfish resources in Newport Bay incorporating pathogen issues.

Ian P. King, Ph.D. will support and review Dr. DeGeorge's modeling work and results. Dr. King is an internationally recognized expert in the application of state-of-the-art computer simulation techniques to practical engineering problems. He is the author of the RMA-2 and RMA-4 finite element programs for simulation of flow and water quality which form the basis of the Corps of Engineers' TABS-2 modeling system. He was involved in the development of HEC-5Q, WQRRS, and QUAL2E models. His two and three-dimensional models for fluid flow (RMA-2 to RMA-11) have seen extensive application by the Corps of Engineers, consultants, and universities.

Stacie Grinbergs, M.S., P.E. will assist Dr. DeGeorge with the modeling simulations and with the evaluations of alternatives. Ms. Grinbergs has carried out such modeling for a long list of similar estuarine projects, including work on the Upper Newport Bay model simulations and those for Magu Lagoon. She has also participated in development and testing of the HEC-Water Control Data System for the Corps of Engineers Hydrologic Engineering Center's new real-time water control data system and the computational engine for HEC-RSS. She also simulated wastewater discharge dilution models for San Francisco bay and has worked as a project engineer designing storm drainage systems, storm water quality treatment systems, sewer, water, and roadway systems.

Michael Leue, B.S., P.E., Vice President of DMJM + Harris will lead the coastal and civil engineering support for the Marina Del Ray project Team. Mike Leue has significant experience in civil engineering projects, including the planning and design of port facilities and wetlands. He provides civil and coastal engineering design and has applied expert project management skills to projects involving port and marina planning, wetland restorations, and other coastal projects. He has also served as Project Engineer for the present Cabrillo Beach Water Quality Enhancement Project now underway for the Port of Los Angeles that has most elements common with the present requirements of this Marina del Rey project. His project experience includes San Diego Harbor deepening, wetlands design at Seal Beach, Bolsa Chica, and Ormand Beach, recreational use and surfing assessments, and marina feasibility studies and design projects throughout California and Hawaii, including Playa Vista Development in Marina del Rey.

Henry Steinorth, B.S., P.E. of DMJM+Harris will contribute design expertise for the water infusion system. He has designed several alternative designs for the Cabrillo Beach bacterial violations project that involve both piped water and local circulation imrprovements at the beach face. In addition, Mr.

Steinorth has been the Project Manager for many of the large port improvement projects in Southern California, building on a career of major projects all over the world. He served as Project Manager and Chief Engineer for the large Pier 400 project in the Port of Los Angeles, along with the Channel Deepening projects, and associated large terminal developments and mitigating habitat construction. He has similarly carried out such projects in the Port of Long Beach and San Diego.

Gary Sjelin, B.S. P.E. of DMJM+Harris will lead any necessary engineering efforts with respect to drainage and flood control facilities and storm water, such as any diversion alternatives. Mr Sjelin is proficient in the planning, analysis, and design of civil engineering projects emphasizing water resources, drainage and flood control facilities, storm water runoff management, storm drains, sanitary sewers, and wetlands planning. His project experience covers over 50 major assignments including the Sweetwater River, Upper Newport Bay, Port of Los Angeles, Aqua Chinon Retarding Basin, Borrego Wash, and extensive Caltrans storm water compliance and Best Management Programs.

Betty Dehoney, M.S. CEP of DMJM+Harris will lead the Permitting and Environmental Documentation Tasks. Ms. Dehoney has over 20 years experience in California with CEQA and NEPA documentation and agency permits for industrial, commercial, residential, coastal wetland habitat restorations, and new marina developments. Her work has included environmental studies for regulatory compliance and impact assessments as well as development of mitigation programs on such issues as riparian woodlands, marsh habitat, coastal sage scrub, vernal pools, eelgrass, and endangered species. Examples include the Batiquitos Lagoon Enhancement Project in Carlsbad and the Glorietta Bay Master plan for redevelopment.

Patrick Kinney, Ph.D., Principal
Kinnetic Laboratories, Inc.

Education
B.S. Engineering (1957)
Ph.D. Engineering (1963)
Postdoctorate Oceanography (1966)

Experience
With This Firm: 32
With Other Firm: 12

Dr. Kinney holds a Ph.D. in Engineering, with a Postdoctorate in Oceanography from the Scripps Institute of Oceanography, U.C. San Diego. He has been a tenured faculty member in Marine Sciences at the University of Alaska. He founded Kinnetic Laboratories, Inc., an environmental science services firm, along with an associated State Certified laboratory testing firm, ToxScan, Inc. He has served as Principal for the last 32 years working actively on coastal and other environmental projects.

Dr. Kinney was instrumental in developing the basic study designs and techniques now being used in the large urban runoff studies in San Francisco Bay. These studies involve the development of special automatic sampling stations to integrate hydrologic information for flow-proportioned sampling, instrumentation of sub basins by land use categories, synthesis of total pollutant loading by modeling, and parallel instrumentation checks of downstream drainage channels and streams. Two of these studies (Alameda County and Santa Clara Valley Water District) won EPA Awards of Excellence.

Dr. Kinney also developed extensive environmental services for ports and harbors. Included in this work has been over 150 contaminated sediment or dredge material characterization studies in most of the ports and harbors in California. These services involve field sampling vessels and special underwater vibracoring equipment and special analytical chemistry, bioassay, and bioaccumulation testing capabilities. Dr. Kinney was instrumental in developing low detection-level capabilities, marine chemistry specialties, toxicity testing laboratories with running sea water systems and other special capabilities to carry out this work for ports and harbors.

Related Experience Highlights:

- Project Manager for a California Department of Transportation (Caltrans) 8-million dollar as-needed statewide contract for monitoring and research for the storm water program. Supervised the design and execution of Task Orders for characterization monitoring, BMP pilot evaluations, erosion control effectiveness, and special research topics.
- Project Environmentalist for the design teams for the large Pier 400 development project for the Port of Los Angeles that included the large terminal development, dredging the outer Harbor channels, the construction of a shallow water habitat as mitigation, burial and capping of contaminated sediments.
- Project Principal for two-year regional storm water monitoring program for the City and County of San Diego.
- Project Manager for the initial three years of the City of Long Beach Clean Water Program. He assisted the City with their NPDES permit compliance and conducted storm water monitoring and research studies as well as presentations to regulatory agencies.
- Chief Scientist for Cabrillo Beach contamination studies and design of systems/procedures to prevent bacterial water quality standard violations.
- Task Manager for dredge sediment studies for the proposed expansion of the San Francisco International Airport

- Project Principal for Naval Facilities, Engineering Command Storm Water Project. As subcontractor to Woodward Clyde, Kinnetic Laboratories, Inc. performed field site characterization studies and illicit connection investigations at 28 Naval bases for the Southwest Division of the Engineering Command.
- Project Manager of a large non point source pollution study located in North San Francisco Bay to assess storm-related discharges into the Bay and sanitary overflows for the East Bay Municipal Utility District. Mr. Kinney was also project manager in a similar multi-year point source project monitoring a new wastewater outfall for the East Bay Dischargers Authority.
- Project Manager for the study of bacterial contamination of Mission Bay Aquatic Park and of the sources and causes in the Mission Bay Watershed.
- Project Manager for the City of Sacramento to automate the storm water and CSO sampling programs for City/County of Sacramento.
- Principal Investigator on over 75 NPDES monitoring studies involving effects of point and nonpoint source discharges, spills and hazardous materials. One of the primary investigations included the *Exxon Valdez* oil spill.
- Project Manager for Sacramento River Delta Study. Dr. Kinney supervised the instrumentation activities for this 18-month study to determine currents, suspended loadings, salinity and other parameters associated with salinity intrusion control studies.
- Project Manager for marine aspects of the San Diego Clean Water Program EIR/EIS. Dr. Kinney assisted in determining the impacts of three major wastewater outfall alternatives in this 40-year infrastructure planning study.
- Project Manager for the San Diego River Outfall Marine Studies. Detailed oceanographic, water quality, geophysical, sediment chemistry, and marine biology tasks determined the impacts of the proposed San Diego River outfall.

Alexandria B. Boehm
Department of Civil and
Environmental Engineering
Stanford University
Consultant, Kinnetic Laboratories

Stanford, CA 94301-4020
Phone: (650) 724-9128
Email: aboehm@stanford.edu

EDUCATION

2000	Ph.D. Environmental Engineering University of California, Irvine Thesis Title: An Integrative Investigation of Particle Distributions in Natural Waters Advisor: Prof. Stanley B. Grant
1997	M.S. Environmental Engineering University of California, Irvine GPA 3.9
1996	B.S. Engineering and Applied Science with Honors California Institute of Technology, Pasadena, CA GPA 3.6

PROFESSIONAL APPOINTMENTS

July 2002 to present	STANFORD UNIVERSITY Assistant Professor of Environmental Engineering
Oct.2000 - July 2002	UNIVERSITY OF CALIFORNIA, IRVINE Faculty Fellow
June - Sept. 2000	UNIVERSITY OF CALIFORNIA, IRVINE Post-Doctoral Research
1997 to 2000	UNIVERSITY OF CALIFORNIA, IRVINE Doctoral Research in Environmental Engineering
1996-1997	UNIVERSITY OF CALIFORNIA, IRVINE Research Assistant in Biotechnology
1993-1996	CALIFORNIA INSTITUTE OF TECHNOLOGY Undergraduate Research Assistant in Environmental Chemistry and Microbiology
1995	UNIVERSITY OF HAWAII Undergraduate Researcher in Biological Oceanography

TEACHING EXPERIENCE

Currently serve as an instructor for the following classes at Stanford University CEE 274E, Pathogens in the Environment, CEE 272 Coastal Contaminants, CEE 372 Environmental Mass Transfer (all graduate level courses), CEE 70 Environmental Science and Technology (Sophomore level undergraduate course).

Served as an instructor for the following classes at the University of California, Irvine: Thermodynamics (ENGRCHE 60), Momentum Transfer (ENGRCBE 120A), Graduate Level Transport Phenomenon (ENGRCBE 230), Pollution Control (ENGRCBE 162)

HONORS AND AWARDS

2002	Clare Boothe Luce Assistant Professor at Stanford University
2001	Excellence in Teaching Award, University of California, Irvine Division of Undergraduate Education Committee on Teaching
2001	Faculty Development Award, University of California, Irvine
2000-2002	Faculty Fellow Award, University of California, Irvine
1996-2000	Chancellor's and Regents' Fellowship, (UCI)
1996	Bachelor of Science with Honors, California Institute of Technology
1995	Research for Education of Undergraduates Fellowship, National Science Foundation, University of Hawaii at Manoa
1995	Achievement Rewards for College Students Scholar, Caltech

PROFESSIONAL MEMBERSHIPS

American Geophysical Union, Association of Environmental Engineering and Science Professors, Estuarine Research Federation, American Society of Limnology and Oceanography, Engineers Without Frontiers

PUBLICATIONS AND PRESENTATIONS

Publications

A. B. Boehm, K. Davis, C. Winant, and S. Monismith. 2003. Can water temperature be used as to predict microbial pollution at marine beaches at Huntington Beach, California? In preparation.

A. B. Boehm. 2003. Does inactivation or dilution control the length of shoreline impacted by a point pollution source to the surf zone. Submitted to *Environmental Science and Technology*.

Boehm, A. B., Fuhrman, J. A., Mrse, R. D., and Grant, S. B. 2003. A Tiered Approach for Identification of a Human Fecal Pollution Source at a Recreational Beach: Case Study at Avalon Bay, Catalina Island, California, USA. *Environmental Science and Technology*, 37, 673-680.

A. B. Boehm. 2002. Evidence of particle self-organization in Lake Zurich. *Journal of Colloid and Interface Science*, 254, 266-273.

A. B. Boehm, J. H. Kim, S. Mowbray, C. McGee, C. Clark, D. Foley, S. B. Grant. 2002. Variability of Surf Zone Water Quality at Huntington Beach, California. *Environmental Science and Technology*, 36, pp. 3885-3892.

A. B. Boehm, B. F. Sanders, and C. D. Winant. 2002. Cross-shelf transport by internal tides at Huntington Beach – Implications for the fate of sewage discharged through an offshore ocean outfall. *Environmental Science and Technology*, 36. pp. 1899-1906

S. B. Grant, B. Sanders, A. Boehm, J. Redman, J. Kim, R. Mrse, & others. 2001. Generation of *Enterococci* bacteria in a coastal saltwater marsh and its impact on surf zone water quality. *Environmental Science and Technology* **35**, 2,407-2,416.

A. B. Boehm and S. B. Grant. 2001. A steady-state model of POC flux below the mixed-layer and application to the Joint Global Ocean Flux Study. *Journal of Geophysical Research-Oceans* **106**, 31,227-31,237.

A. B. Boehm, C. Poor, and S. B. Grant. 1998. Particle coagulation and the memory of initial conditions. *Journal of Physics A- Mathematical and General* **31**, 9,241-9,254.

A. B. Boehm and S. B. Grant. 1998. Influence of coagulation, sedimentation, and grazing by zooplankton on phytoplankton aggregate distributions in aquatic systems. *Journal of Geophysical Research – Oceans* **103**, 15601-15612.

Presentations

Invited Lecture: "Pathogen Pollution at urban beaches: Scientific results and implications on policy". April 21, 2003. Stanford Law School Workshop on Environmental Law.

Invited Poster: A steady-state model of particulate organic carbon flux below the mixed layer and application to the Joint Global Ocean Flux Study. JGOFS Open Science Conference, Washington, D.C, May, 2003.

Invited Lecture: "The sun, the moon, and fecal indicator bacteria in our coastal waters: Lessons learned from Huntington Beach, California" presented to the Santa Cruz Surfrider Foundation, March 4th, 2003.

Invited Lecture: "Decadal and shorter period variability in surf zone water quality at Huntington Beach, California" present at University of California Santa Cruz, January, 2003.

Invited Lecture: "Decadal and shorter period variability in surf zone water quality at Huntington Beach, California" present at the USGS, Menlo Park, January, 2003.

Conference Presentation: "Long and Short Term Variability in Ocean Water Quality at Huntington Beach, California", presented at AGU and ASLO Ocean Science 2002 Meeting, Honolulu, HI, February 2002.

Poster Presentation: "Steady-state model for the inactivation of fecal indicator bacteria by sunlight in the surf zone at Huntington Beach, CA.", J. H. Kim, S. B. Grant. S. Ensari, and A. B. Boehm. American Institute of Chemical Engineers 2002 conference, Reno Nevada.

Invited Lecture: Interfacial Processes in the Environmental Transmission of Pathogens" J. A. Redman, A. B. Boehm, J. Kim, T. Olson, M. Estes, and S. B. Grant. Presented at International Conference on Interfacial Phenomena, 2002, Amsterdam, the Netherlands.

Conference Presentation: "Cross-Shelf Transport by Internal Tides at Huntington Beach - Implications for the Fate of Sewage Discharged through an Ocean Outfall" presented at Eastern Pacific Ocean Conference, September 2001 with Brett Sanders, and Clinton Winant.

Invited Lecture: "Sources of Fecal Indicator Bacteria in the Huntington Beach Surf Zone" presented at Hawaii Pacific University, May, 2001.

Invited Lecture: "Simplicity in Complexity: A Study of Environmental Particles" presented at the University of California, Berkeley, March, 2000.

Conference Presentation: "Coagulation and Sedimentation of Fluidborne Particles" presented at the 217th American Chemical Society National Meeting, Anaheim, California, March 23rd, 1999.

Conference Presentation: "Particle Coagulation and the Memory of Initial Conditions" presented as a poster at the 217th American Chemical Society National Meeting, Anaheim, California, March 23rd, 1999.

Marty Stevenson
Kinnetic Laboratories, Inc.

Education
B.S. Oceanography; B.A. Zoology (1974

Experience
With This Firm: 26
With Other Firm: 1

Mr. Stevenson has over 26 years experience as a project manager and senior scientist for marine biological, water, and sediment quality studies. He specializes in estuarine biological resources, water quality studies, storm water effects and regulations, and NPDES permitting issues.

Related Experience Highlights:

- Project Manager for City of Long Beach Stormwater Monitoring Program. These included investigations of dry and wet weather runoff, impacts on receiving waters, toxicity testing and TIE studies. Future studies will address BMP effectiveness.

- Project Manager for Newport Bay Shellfish Harvesting Assessment. This study is designed to evaluate existing shellfish resources, utilization of these resources and methods of enhancement. Data will be used to support development of the Bacteria TMDL for Newport Bay.

- Project Scientist for various Caltrans task orders. These included investigations of lead in transportation corridors, monitoring of erosion BMP effectiveness and characterization of runoff from maintenance yards.

- Project Manager (initial) for Santa Clara Valley Water District's Non-point Source Study. Mr. Stevenson was responsible for supervision of field sampling and data analyses. Mr. Stevenson assisted in the design of custom instrumentation used to measure contamination levels during storm events. This study won EPA's Award of Excellence.

- Project Technical Advisor for Alameda County Flood Control District Urban Runoff Study. Mr. Stevenson was instrumental in the design and implementation of this study, which also won EPA's Award of Excellence. A component of this study involved the empirical assessment of a treatment-control BMP (large-scale detention facility) for urban storm water.

- Project Manager for the San Mateo Countywide Storm Water Pollution Prevention Program BMP empirical investigations. Mr. Stevenson directed a storm water detention feasibility study, a parking lot discharge pollutant control BMP assessment, and an investigation of settling and filtration treatment-control BMP structures.

- Project Manager for the Joint Storm Water Agency Project to study urban sources of mercury, PCBs, and organochlorine pesticides.

- Project Manager for the Coyote Creek Bioassessment Studies on effects of storm water discharges to urban creek. This was a Water Environment Federation Demonstration Project.

- Project Manager for the City of Stockton's municipal storm water monitoring program. Mr. Stevenson directed this multi-year program involving sampling equipment installation, sample collection, data processing and analyses, and reports preparation.

- Project Technical Advisor for City of San Diego and Co-permittees Regional Storm Water Monitoring Project. Mr. Stevenson was the quality assurance/quality control advisor and senior technical editor for the annual monitoring reports.

- Project Manager for the County of Ventura/City of Oxnard storm water monitoring program. Mr. Stevenson managed all field activities associated with station selection, program quality assurance/quality control, equipment specifications and installation, and training.

- Project Manager for the Central Coast Long-Term Environmental Assessment Network Monitoring Program (CCLEAN) where priority organic pollutants in wastewater and river discharges to the Monterey Bay National Marine Sanctuary were monitored.

- Project Manager for the Hawaii Department of Health storm water investigations. Mr. Stevenson designed and conducted a long-term agricultural runoff study to assess nutrient loading to receiving waters. He also was responsible for a field investigation of storm water pollutant discharge from the Ala Wai Canal to Mamala Bay.

Ken Kronschnabl
Kinnetic Laboratories, Inc.

Education
B.S. Biology of Aquatic Organisms (1983)

Experience
With This Firm: 18
With Other Firm: 1

Mr. Kronschnabl has over 19 years of experience as an environmental scientist performing work in both private and governmental sectors. Mr. Kronschnabl is the corporate field operations manager for Kinnetic Laboratories, Inc. He directs all field activities and is responsible for assuring the successful completion of all investigations. For the past thirteen years, Mr. Kronschnabl has been Storm Control Supervisor for all Kinnetic Laboratories storm water contracts including all Caltrans Task Orders. Mr. Kronschnabl's expertise includes management of municipal and industrial storm water programs, empirical BMP studies, water quality sampling, sediment sampling, and biological sampling.

Related Experience Highlights:

- Task Order Manager for the Caltrans Hydraulically Designed Biofilter project from 2001 to 2002. Mr. Kronschnabl was instrumental in the design of the monitoring strips along with equipping the sites for flow composite sampling. He also participated in data handling and interpretation, report writing, and monitoring.
- Field Operations Manager for Cabrillo Beach sanitation surveys and source studies of bacterial contamination.
- Task Order Manager for a Caltrans sand filter effectiveness study in cold-weather climates. Mr. Kronschnabl was instrumental in the design of the sand filters north of Redding and in Shasta City along with equipping the sand filters for flow composite sampling. He also participated in data handling and interpretation, report writing, and monitoring.
- Assistant Project Manager for the Caltrans Districts 7 and 11 erosion control effectiveness study (Year I, II, and III). Mr. Kronschnabl has been responsible for equipment installation, monitoring, and report preparation.
- Mr. Kronschnabl lead the original effort to develop a comprehensive manual for the operation, maintenance, and monitoring of Caltrans Districts 7 and 11 BMP facilities for the BMP Retrofit Pilot Program. He has also been responsible for the design and installation of storm monitoring equipment at the District 11 BMP facilities.
- Assistant Project Manager of a comprehensive BMP study of a storm water interceptor for the San Mateo Countywide Storm Water Pollution Prevention Program. Mr. Kronschnabl was instrumental in the design, performance, and reporting on a parking lot discharge pollutant control BMP assessment.
- Project Manager as the sub consultant to California Department of Transportation (Caltrans) District 7, design and preparation of a storm water drop inlet sampling and analysis plan (SAP) and a quality assurance project plan (QAPP). This proposed study was designed to empirically investigate the beneficial use of annual drop inlet cleaning along Caltrans highways and freeways in District 7. Mr. Kronschnabl provided technical and planning guidance to Caltrans District 7 senior staff.
- Project Manager for Sacramento NPDES Wet Weather Monitoring Program (year two). Mr. Kronschnabl was responsible for the successful completion of installation, programming, and data acquisition of over ten time- and flow-weighted storm water monitoring systems. He directed all operations for up to 20 field staff during storm event monitoring. Mr. Kronschnabl was the primary

investigator and author of a comprehensive literature review on the Processes and Evidence of Wet and Dry Deposition within the Sacramento Region.

- Assistant Project Manager for the Santa Clara Valley Water District, Non Point Source Control Program. Mr. Kronschnabl supervised all phases of this program with particular focus on special studies to assess the effectiveness of BMP structures (detention basins), and stormwater runoff associated with transportation corridors (I-280).
- Assistant Project Manager for the City of Sacramento (Combined Sewer Overflow) Storm Water Monitoring Program. Mr. Kronschnabl supervised the configuration and installation of automated stormwater sampling systems for flow, time, and precipitation-weighted sampling regimes.

Certifications and Affiliations:

- Certified CERCLA/SARA Health and Safety Training, 40 hour 29 CFR 1910.120.
- Certified CERCLA/SARA Supervisory Training, 8 hour 29 CFR 1910.120.
- Confined Space Entry Training Program, Cal OSHA Title 8 Article 108.
- NAUI Open Water II SCUBA certification, (Moss Landing Marine Laboratories Research Diving Program), 1985.

John F. DeGeorge

Vice President Resource Management Associates, Inc.

Education: Degree(s)/Year/Specialization
BS/1988/Civil Engineering
MS/1991/Civil Engineering
PhD/1996/Civil Engineering

Active Registration:

Experience:

Years with RMA: 9
Years with Other Firms 5

Dr. DeGeorge has been actively involved in the field of hydrodynamic and water quality modeling during the past 13 years through his association with RMA and as a postgraduate research engineer at U.C. Davis. He has applied, developed and enhanced RMA's suite of multi-dimensional finite element models for flow, water quality and sediment transport. He has also developed graphical user interfaces and decision support systems for a variety of surface water modeling tools.

Hydrodynamic and Salinity Impacts of Levee Breaches in the Suisun Marsh Region of the San Francisco Bay-Delta. Project manager for the numerical modeling of levee breaches for the CALFED Suisun Marsh Levee Investigation Team.

HEC-Water Control Data System (WCDS). Project manager for software development in support of the U.S. Army Corps of Engineers' Hydrologic Engineering Center's (HEC) new real-time water control data system. Lead designer for client-server framework, GIS map-based data display, and model control system. Assisted in the construction of graphical user interfaces for HEC's next generation of hydrologic, reservoir simulation, hydraulic, and economic models, including HEC-HMS, HEC-RAS, HEC-FDA and HEC-FIA. Responsible for the ongoing development of the new reservoir simulation model (HEC-ResSim) and the flood impact assessment model (HEC-FIA).

Upper Newport Bay Feasibility Study. Project manager for development of a hydrodynamic and sediment transport numerical model of the Upper Newport Bay estuary for evaluating alternative dredging strategies for the U.S. Army Corps of Engineers, Los Angeles District. Modified RMA's GUI postprocessor to export model results suitable as input to ARCINFO systems.

Analysis of Treated Wastewater Discharges to San Francisco Bay, California. Performed numerical simulations using the RMA-2 hydrodynamic and RMA-11 water quality models for the dynamic analysis of dilution of treated wastewater plumes and the impacts of selected heavy metals, for the City of Palo Alto, the Novato Sanitary District, and the Bay Area Dischargers Association

Temperature Modeling of Lake Sonoma, Dry Creek, and the Lower Russian River, California. Assisted in configuring HEC-5Q for the system. Calibrated and used the model in the evaluation of temperature impacts of proposed reservoir operation scenarios.

Project experience through his postgraduate research engineering positions at U.C. Davis:

Extension of the finite element water quality model (RMA-4) for simulation of multiple distributed constituents with non-linear coupling with initial application to simulation of salinity and primary productivity in the San Francisco Bay/Delta estuary.

Development of a multidimensional (one, two and three dimensions) particle transport model for non-conservative objects with initial application to transport of striped bass eggs in California's Sacramento-San Joaquin Delta.

Developed Computer-Aided Support System for use by California Regional Water Quality Control Board staff in operating the QUAL2E river water quality model applied to the Russian River. Conducted training sessions for RWQCB staff.

Ian P. King
Associate Resource Management Associates, Inc.

Education: Degree(s)/Year/Specialization
BA/1960/Mechanical Science
MS/1962/Civil Engineering
PhD/1965/Civil Engineering

Active Registration:

Experience:
Years with RMA: 26
Years with Other Firms: 15

Dr. King is an internationally recognized expert in the application of state-of-the-art computer simulation techniques to practical engineering problems and has pioneered the application of the Finite Element Methods to water resource problems. He is the author of the RMA-2 and RMA-4 finite element programs for two-dimensional simulation of flow and water quality. These programs form the basis of the Corps of Engineers' TABS-2 modeling system. He was involved in the initial development of HEC-5Q, WQRRS and QUAL2E. He is formerly a Professor of Civil Engineering at the University of California, Davis, where directed research and instructed graduate level courses in hydrodynamics, water quality, and numerical modeling.

Development of RMA-2 and RMA-10. Developed two and three-dimensional models for fluid flow, including effects of salinity and thermal stratification. These models have seen extensive application by the Corps of Engineers, consultants and universities all over the world. Example applications include San Francisco Bay, the area offshore from Sydney, Australia, the coastal lakes and waterways of Louisiana, and lakes and reservoirs in the Sacramento and Columbia River systems.

Grand and White Lakes Water Management Study, Louisiana. Under contract to the USACE's Waterways Experiment Station, enhanced the RMA-2 program to include flow control structures and added the "marsh element" capability to the model to more effectively simulate flow over shallow marsh and floodplain areas. Responsible for initial setup and calibration of the RMA-2 model to the Grand and White Lakes system.

Cabramatta Creek, New South Wales, Australia; Mandalong Valley, New South Wales, Australia. Flood impact modeling, including creek, overbank areas, bridges and culverts.

Stacie E. Grinbergs

Senior Engineer Resource Management Associates, Inc.

Education: Degree(s)/Year/Specialization
BS/1992/Civil Engineering
MS/1998/Civil Engineering

Active Registration: Year First Registered/Discipline
California P.E. #59802 /1999/Civil Engineering

Experience:
Years with RMA: 5
Years with Other Firms: 4

Ms. Grinbergs worked for four years as a project engineer designing storm drainage systems, storm water quality treatment systems, sewer, water and roadways for small commercial developments and residential developments ranging in size from one lot to more than two hundred lots. Ms. Grinbergs joined RMA after studying numerical modeling under Dr. DeGeorge while working on her Master's degree at U.C. Davis. She has performed numerous studies of hydrodynamics and water quality in estuaries using the suite of RMA finite element models.

Hydrodynamic and Salinity Impacts of Levee Breaches in the Suisun Marsh Region of the San Francisco Bay-Delta. Reconstructed the finite element representation of the Sacramento-San Joaquin Delta and conducted numerical modeling of levee breaches for the CALFED Suisun Marsh Levee Investigation Team.

Santa Clara Valley Water District Pond A4 Tidal Wetlands Restoration Project. In an on-going study, constructed finite element representation of Guadalupe Slough and updated RMA's existing model of South San Francisco Bay. Calibrated hydrodynamic model, which will be used in Pond A4 restoration alternatives analyses.

Upper Newport Bay Feasibility Study and Water Quality Modeling. Performed two-dimensional hydrodynamic and water quality simulations using the RMA-2 and RMA-11 models for the dynamic analysis of salinity and water quality in the Upper Newport Bay. Modeled effects of predicted changes in bathymetry on salinity concentrations over 50-year period.

Mugu Lagoon Hydrodynamics and Sediment Transport Modeling. Constructed the finite element representation of Mugu Lagoon and performed numerical modeling of hydrodynamics and sediment transport in Mugu Lagoon for the U.S. Army Corps of Engineers, Los Angeles District.

HEC-Water Control Data System (WCDS). Participated in testing and development of U.S. Army Corps of Engineers' Hydrologic Engineering Center's (HEC) new real-time water control data system including the computational engine for the new reservoir simulation model HEC-RSS.

City of Petaluma. Performed hydrodynamic and water quality simulations using the RMA-2 and RMA-11 model to analyze the impacts of the City of Petaluma treated wastewater discharge in the Petaluma River.

Analysis of Treated Wastewater Discharges to San Francisco Bay. Performed numerical simulations using the RMA-2 hydrodynamic and RMA-11 water quality models for the dynamic analysis of dilution of treated wastewater plumes and the impacts of dissolved copper, for the City of Palo Alto, the Bay Area Dischargers Association, Central Contra Costa Sanitary District, East Bay Municipal Utilities District, and Delta Diablo Sanitation District.

Donald J. Smith

President Resource Management Associates, Inc.

Education: Degree(s)/Year/Specialization
BS/1965/Civil Engineering

Active Registration: Year First Registered/Discipline
California P.E. #18041/1968/Civil Engineering

Experience:
Years with RMA: 25
Years with Other Firms: 12

During the past 33 years, Mr. Smith has been responsible for a wide variety of projects involving the development and application of sophisticated hydrodynamic, thermal, water quality and sediment transport models for estuaries, streams and reservoirs. He is the principal author of the Corps HEC-5Q model and its predecessor, WQRRS, and has worked closely with the Corps in their development and application since 1971. He has extensive experience in project management and the application and development of RMA's finite models.

Bel Marin Keys lagoon development and marsh restoration project. Responsible for hydrodynamic water quality and sediment transport modeling. Alternative configurations were examined to design forced circulation facilities, evaluate flushing rates and simulate evolution of a tidal marsh after reconnecting historical tidelands to San Pablo Bay.

Lighthouse Marina. Responsible for two-dimensional flow modeling (RMA-2) to evaluate the effects of flood plain encroachment on water surface elevations in the vicinity of the Sacramento and American Rivers confluence under high flow conditions.

Sediment Transport Modeling of Marinas. Prediction of circulation patterns, residence time and shoaling rates within several existing and proposed marinas within the San Francisco Bay-Delta system.

Fisherman's Wharf Harbor, San Francisco. Performed numerical model evaluation for potential sediment deposition.

Modification of Three Dimensional Sediment Transport Model. This work was part of an ongoing model development effort by RMA and included procedures related to vertical suspended sediment gradients.

Hydrodynamic Model Evaluation of Flood Control Measures for the Kawainui Marsh, Hawaii. Overtopping of levee in 1988 storm event caused considerable damage to surrounding property. Using RMA-2, developed model representation of the marsh system and calibrated to observed stage measured during later storm events. Evaluated alternative methods for providing flood protection with the calibrated model.

City of Petaluma. Responsible for hydrodynamic and water quality modeling for the City of Petaluma discharge to the Petaluma River. This project included network design, hydrodynamic and water quality calibration and analysis of effluent dilution, dissolved heavy metals levels, coliform, and ammonia in the Petaluma River and San Pablo Bay.

Analysis of Treated Wastewater Discharges to San Francisco. Project manager for hydrodynamic and water quality modeling. These projects included network design, hydrodynamic and water quality calibration, and analysis of effluent dilution and dissolved heavy metals levels for Delta Diablo Sanitation District, Central Contra Costa Sanitary District, the City of Palo Alto, Novato Sanitary District, EBMUD, SBSA, Tri-Valley Wastewater Authority, and the City of San Francisco.

HEC-5Q. He is the principal author of the water quality portion of the HEC-5Q model. During the past 23 years, he has worked closely with the USACE, Hydrologic Engineering Center to develop the HEC-5Q model to its present state. He has modified and applied the model to river and reservoir systems such as the Russian River, Stanislaus River, McKenzie River in Oregon, Red River system of North Dakota and Minnesota, Lower Snake and Columbia Rivers, the major river systems of Alabama and Georgia, and the streams and reservoirs of the Lower Osage River.

WQRRS: He has been involved with the development and application of WQRRS beginning in 1971. Major WQRRS applications included the Allegheny River system, North Fork Stanislaus River system, and reservoirs of the upper Kings River system to address a wide range of water quality concerns.

Richard R. Rachiele

Associate Resource Management Associates, Inc.

Education: Degree(s)/Year/Specialization
M.S./Civil Engineering/1978
B.S./Geophysics and Geology/1975

Active Registration:

Experience:
Years with RMA: 19
Years with Other Firms 7

Mr. Rachiele has participated in and has been responsible for a variety of projects related to the application of numerical modeling techniques to hydrodynamics, sediment transport in river, reservoir and estuarine environments, and water quality. He has extended the capabilities of many of the RMA one, two and three-dimensional models, and has applied these and other numerical models in the evaluation of project impacts and alternatives for EIR/EIS.

Hydrodynamic and Salinity Impacts of Levee Breaches in the Suisun Marsh Region of the San Francisco Bay-Delta. Senior Engineer responsible for the numerical modeling of levee breaches for the CALFED Suisun Marsh Levee Investigation Team. Modified RMA's finite element flow model (RMA-2) to include hydraulic structures such as culverts with flashboards in parallel with weirs and gates. Such structures were used to simulate the temporary barriers in the South Delta, the Suisun Marsh Salinity Control Gate in various configurations, and small-scale control structures for managing wetlands in the Suisun Marsh.

Upper Newport Bay Feasibility Study. Performed two-dimensional hydrodynamic and sediment transport modeling of Newport Bay, CA for the U.S. Army Corps of Engineers, Los Angeles District. Coupled RMA's flow (RMA-2) and sediment transport codes to perform as a movable bed model to simulate sediment transport during storm events. Developed methodology for simulating deposition of sediment over 50-year period, with annual wet season-dry season cycle.

Mugu Lagoon, Ventura County. Applied the RMA programs for flow and sediment transport to evaluate sediment deposition in the Mugu Lagoon estuary. The model network included several culvert structures conveying tidal flow. The model was used to analyze sediment transport in Mugu Lagoon during a large storm event.

City of San Francisco Southeast Sewer Outfall. Performed two-dimensional hydrodynamic and water quality modeling to assess the impacts of a proposed sewer outfall into San Francisco Bay. Mr. Rachiele has performed studies using the RMA finite element models for eight proposed wastewater outfall projects sited within the San Francisco Bay.

Lower Guadalupe River Sedimentation Study. Performed two-dimensional unsteady flow modeling of the Guadalupe River tidal zone using RMA-2. Constructed detailed two-dimensional model representations of selected upstream sections for flood flow analysis. Performed preliminary dynamic flood flow analysis in the tidal zone to evaluate levee overtopping and flow into and through adjacent salt ponds.

Three-dimensional flow modeling Hunter and Paterson Rivers, New South Wales, Australia. Constructed highly detailed three-dimensional finite element representations for three river bends to assess the potential for bank erosion during flood flow.

Bel Marin Keys lagoon development and marsh restoration project. Linked RMA's two-dimensional depth-averaged hydrodynamic and sediment transport models to iteratively execute and simulate flow and sediment deposition over a 40-year period.

Two-dimensional Flow Modeling of Yolo Bypass. Performed RMA-2 modeling of Yolo Bypass near Interstate 80. Modified program to simulate flood flow through piers of railroad bridge.

HEC-Water Control Data System (WCDS). Software development in support of the USACE Hydrologic Engineering Center's new real-time water control data system. Responsible for converting selected elements of the HEC-RAS interface to a platform independent system using Java programming language, and integrating these elements and the Steady and Unsteady Flow analysis programs (SNET and UNET) into the WCDS. Developed induced surcharge routine for flood operation of a reservoir.

Michael C. Leue, PE
DMJM+HARRIS

Education

BS in Engineering, 1985, California State University at Long Beach

Registrations

Civil Engineer in California, CO47526

Experience

Years with DMJM+HARRIS: 9
Years with other firms: 14

Mike Leue is a Vice President with the firm and has significant experience in civil engineering projects, including the planning and design of port facilities and wetlands. He provides civil and coastal engineering design and has applied expert project management skills to projects involving port and marina planning, wetland restorations and other coastal projects, including the following:

Cabrillo Beach Water Quality Enhancement Project, POLA, California: Project engineer for evaluation of potential contamination sources, development and evaluation of alternative improvement concepts and preparation of plans and specifications for selected alternatives. The alternative concepts included repairs to sewer systems and bird exclusion systems; and proposed water infusion, water mixing and beach sand management programs. The alternatives were reviewed with U.S. Army Corps of Engineers and regulatory agencies.

San Diego Harbor Channel Deepening, San Diego, California: Project Manager for dredging over 5 million cubic meters of material from open water to the aircraft carrier turning basin at Naval Air Station North Island. In addition to dredging, Mr. Leue prepared plans and environmental impact analyses for numerous beach fills in San Diego North County. The beach fill design required significant evaluation of coastal processes to determine impacts to nearshore and lagoon habitats.

Playa Vista Development, Marina del Rey, California: Project Engineer for a feasibility study requiring analyses of hydrology/hydraulics, water quality, waves, flotsam, and storm drainage. Mr. Leue designed the grading, entrance channel and water control structures for a proposed marina and wetlands, and developed construction cost estimates. Water quality analysis included field measurements and modeling of residence times throughout Marina del Rey, and specifically addressed the water quality issues at Mothers Beach.

Wetlands Design, Seal Beach, California: Project Engineer providing analysis, design and construction documents of wetland development in the uplands of Seal Beach Naval Weapons Station to provide mitigation credits for development of the Port of Long Beach. Wetlands design included water quality analysis and residence time associated with various flow control systems.

Wetlands Analysis, Bolsa Chica, California: Project Engineer responsible for tidal hydraulic analysis and modeling of Bolsa Chica wetlands and development. Mr. Leue's analysis included wetland tidal response and currents, and impacts of currents through Huntington Harbor and analysis of water quality. Design included grading and numerous ocean inlet and tidal control structures.

SeaWorld Marina, Mission Bay, San Diego, California: Project manager for planning, analysis, environmental processing and preparation of plans and specifications. The marina required wave protection from the adjacent waterski show, resuling in the implementation of a 1000-foot long floating breakwater. Project included estimate of habitat impacts and preparation of an agency approved mitigation plan.

Ormand Beach Wetlands, Oxnard, California: Mr. Leue developed marina planning and engineering studies for the proposed project requiring a new ocean entrance. His planning included development of marina layouts related to residential development and preparation of design criteria. Engineering studies included analyses of shoreline processes, inlet stability and maintenance, inlet and marina currents, wave penetration and water quality. His study also evaluated fishing and surfing impacts.

Ewa Marina, Ewa Beach, Hawaii: Mr. Leue developed marina planning and engineering studies for a proposed residential project requiring a new ocean entrance. His planning included development of marina layout and design criteria. His engineering studies included analyses of shoreling processes, inlet stability and maintenance, inlet and marina currents, wave penetration and water quality.

Recreational Use and Surfing Assessment and Feasibility Studies, California: Studies for projects at Bolsa Chica State Beach and Patagonia Surf Reef to assess the impacts of projects on surfing and recreational use.

BNSF Stockton Intermodal Facility, Stockton, California: Project manager for preparation of plans, construction documents, and environmental impact analysis for this $50 million rail development on a 500-acre green-field site. Major elements of the project included over 2 million cubic yards of earthwork, 10 miles of track, 65 acres of paving, 2 miles of access road, 20,000 square feet of buildings / maintenance facilities, 50 acres of retention ponds, and a 50-acre wetland habitat mitigation. Drainage was contained on site by three retention ponds. Evacuation from these retention ponds was used as fill and embankment material; it required treatment with lime to provide a suitable foundation. Water quality analysis was performed as part of the wetlands design.

Henry Steinorth

DMJM+HARRIS Manager, Ports & Harbors

Education

BS Civil Engineering, New York University, 1957

Professional Affiliations

American Society of Civil Engineers (ASCE)
Western Dredging Association
California Marine Affairs and Navigation Conference
Permanent International Association of Navigation Congresses (PIANC)

Experience

Years with DMJM+HARRIS: 28
Years with other firms: 12

Henry Steinorth is a Marine Specialist and Project Manager with over 40 years of professional experience in planning, design, estimating, repair, maintenance and construction of marine, shore/coastal and industrial facilities, ports, harbors, marine terminals, piers, harbor dredging, land reclamation, shore protection structures, dry and wet bulk transshipment, utilities and material handling systems. Mr. Steinorth is experienced in all aspects of project development, including conceptual development, evaluations, preliminary and final engineering design, procurement and construction supervision.

Cabrillo Beach Water Quality Enhancement Project, POLA, California: Project Manager for evaluation of potential contamination sources, development and evaluation of alternative improvement concepts and preparation of plans and specifications for selected alternatives. The alternative concepts included repairs to sewer systems and bird exclusion systems; and proposed water infusion, water mixing and beach sand management programs. The alternatives were reviewed with U.S. Army Corps of Engineers and regulatory agencies.

West Basin Development and Channel Deepening Project. Mr. Steinorth served as Project Manager for the deepening of the Port of Los Angeles Channels throughout the Inner Harbor and for the development of the new large container ship terminal located in the West Basin built of dredge materials.

Marine Terminal Facilities Study, Exxon Corp., Eastport, MN. Project Manager during the technical and operational feasibility studies for this proposed new $150 million refinery project.

Port of Los Angeles (POLA), Pier 400 Dredging and Landfill Project, CA. Project Manager for overseeing the preparation of engineering criteria conceptual designs, final engineering and bid documents for Phase I of the 2020 Plan of the Port of Los Angeles; the largest dredging project in the continental US. The project accomplishes several main objectives: to support the new APL container terminal (largest in US) and its new coal export terminal (LAXT), to deepen the navigation channel to 63 MLLW and provide wave protection to ships berthing at the wharves. The project includes 7.6 million tons of rock, 24 million cubic yards of dredging, more than five miles of new channels, 200 acres of shallow water habitat, two temporary shallow water habitats, 360 acres of engineered landfill and a transportation corridor

US Navy, Naval Facilities Engineering Command (NAVFAC) Southwest Division, Naval Air Station North Island Channel Dredging, San Diego, CA. Officer-in-Charge for project engineering and final design services for the dredging of the San Diego Channel. The project includes preparation of final engineering documentation, plans, specifications and cost estimates for dredging and disposal of 10 million cubic yards of dredged materials, as well as construction support services. Dredged materials will be disposed of at eight potential nearshore sites.

Port of Long Beach (POLB), Long Beach Naval Station Container Terminal, Long Beach, CA. Project Manager responsible for the development of conceptual, preliminary and final designs and construction documents for the first 130acre development of the Pier T Master Plan. The development includes a container terminal and intermodal rail yard. Responsibilities included the design of dredging, habitat mitigation, wharf revetment, pier and building demolition and an intermodal rail yard, as well as support for the design of the wharf and container yard.

Betty Dehoney, CEP

Permitting and Environmental Documentation

Education

M.S., Biology, Northern Arizona University, Flagstaff
B.A., Biology, Franklin College, Franklin

Distinguishing Qualifications

- Conducts environmental studies for regulatory compliance and impact assessments
- Prepares extensive responses to comments, Findings and Statements of Overriding Considerations for projects involving endangered species, transportation, air quality, noise, land use, and aesthetic issues
- Projects have required California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and joint CEQA/NEPA assessments
- Experience includes industrial, commercial, and residential projects in wetland habitats, new marina developments, roads through coastal wetlands, and pipelines
- Mitigation programs and impact analyses have included such issues as riparian woodlands, marsh habitat, coastal sage scrub, vernal pools, eelgrass, and endangered species

Relevant Experience (Over 20 Years Experience)

- Managed the Environmental Monitoring and Community Outreach Program for this three-year construction project which entailed endangered species monitoring water quality and extensive coordination with resource agencies for the Batiquitos Lagoon Enhancement Project in Carlsbad, California
- Directed the environmental constraints and regulatory issues task for a feasibility study evaluating the potential for constructing a freshwater reservoir in the Port of Los Angeles/Port of Long Beach harbor
- Prepared a Negative Declaration for joint lead agencies (Otay Water District and City of Chula Vista) for a proposed golf course
- Managed the preparation of the EIR and permits for a seawater replenishment and shoreline protection project for the University of California Santa Barbara
- Prepared an EIR/EA for the Glorietta Bay Master Plan for the redevelopment of this site on the north end of Silver Strand along the shore of Glorietta Bay

Gary Sjelin, PE
Hydrology/Hydraulics

Education

BS in Civil Engineering, 1980, California State University at Long Beach

Registrations

Civil Engineer in California, C037218

Experience

Years with DMJM+HARRIS: 5
Years with other firms: 18

Gary Sjelin is highly proficient in the planning, analysis, and design of civil engineering projects emphasizing water resources, drainage and flood control facilities, storm water runoff management, storm drains, sanitary sewers, and wetlands delineation. Mr. Sjelin is our senior hydrology/hydraulics engineer and has expertise in evaluating channel and flood plain flows, flood control facility requirements including weirs/dikes/culverts, channel scour protection, and bridge abutment scour protection. He is also proficient in analysis and design for tidal hydraulics including shoreline inlets. He has hands-on experience using U.S. Army Corps of Engineers' HEC-1, HEC-2 and HEC-RAS computer programs. His project experience covers over 50 major assignments including:

- Sweetwater River, San Diego, California;
- Upper Newport Bay, County of Orange PFRD, California; and
- Whitewater River Levee, Palm Springs, California.
- Standard Urban Storm Water Mitigation Plan, SUSMP, Port of Los Angeles, Los Angeles, California
- Agua Chinon Retarding Basin, The Irvine Company, Orange County, California
- Borrego Wash, Aliso Water District, Orange County, California
- Storm Water Pollution Prevention Compliance, Caltrans, San Diego, California
- Caltrans BMP Program, California

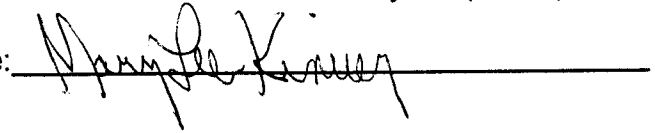
4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
Michael Leue	California P.E.	59802
Alexandria Boehm	Ph.D. - Pathogens, Epidemiological	N/A
Stacie Grinbergs	California Civil Engineer	C047526
ToxScan, Inc.	California State Certified Laboratory	ELAP 1515

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

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:

- Task 1: Quality Assurance Project Plan (QAPP)
- Task 2.1: Problem Identification/Plan Development
- Task 2.2: Sediment/Soil Sampling
- Task 2.3: Water Quality & Biological Testing and Analysis
- Task 2.4: Hydrodynamic Modeling
- Task 2.5: Water Infusion Program
- Task 3.1: Draft Final Report
- Task 3.2: Final Report
- Task 3.3: Construction Documents
- Task 4: California Environmental Quality Act (CEQA) Documents and Permitting

Signature: 

Form P-2
WORK PLAN
5. Statement of Approach to the Scope of Work
(Attachment)

MARINA BEACH WATER QUALITY IMPROVEMENT PROJECT PHASE 1

OVERVIEW - BACKGROUND AND APPROACH

Our proposed approach to this problem of violations of bacterial water quality standards at Mother's Beach is the same as those taken successfully on recent projects at Avalon Beaches (Catalina Island) and Cabrillo Beach at San Pedro. Our emphasis will be on first identifying any local beach contributions (leaks, local runoff, bird contributions) and mitigating these to see if successful results can be achieved quickly and economically.

For example, at Cabrillo Beach source studies showed that the contamination was from a local (not Harbor) source. Secondly, contamination was traced to two sources, a storm drain/sewer complex contaminating sand at the very southern end of the beach, and bird usage of the intertidal area on the beach. Corrective actions were defined to be implemented consisting of fixing the drainage problems at the southern end and mitigating bird fecal material contributions on the beach face. This latter practice is to be attempted on an experimental basis by a modified sand management program, instead of the present raking process. This program will involve removing of fecally contaminated sand at the beach face at low tides and treatment at a site on the upper beach. A water infusion solution designed to improve circulation at the face of the beach using clean Harbor water was also designed to be implemented if the first two simple solutions do not solve the problem of local violations. Similar results were obtained at the Avalon Beach, where sanitary sewage from a local source was found to be an important contributor.

As part of these studies, we are carrying out bacterial studies with the beach sands to better define the role of contaminated sand in causing violations, and mitigation and treatment measures that would be practical for a sand management program.

Marina del Rey Harbor Mother's Beach has a history of frequent violations of bacterial water quality standards. These violations continue, though at a somewhat reduced rate. Mother's Beach and the back basins of Marina del Rey have been the subject of a recent TMDL action by the Regional Water Quality Control Board that has set the number of allowable days of bacterial water quality exceedances at Mother's Beach. During the Summer Dry Period, these allowable exceedances are zero, indicating that such violations must be dropped about 13-49 days from those experienced historically in the data base. During the Winter Dry Period these allowable exceedances are 3 days, indicating a 1-17 day necessary reduction from those experienced historically. During the Winter Wet Period, allowable exceedances are 17 days, indicating a necessary 13-28 day reduction from those experienced in the historical data base. The time table set for compliance requires that the summer dry period standard be met in 3 years, the winter dry standard be met in 6 years, and the winter wet standard be met in 10 years.

Unlike Cabrillo Beach (or Avalon), violations in the Marina del Rey waters in the channels do occur more than infrequently during wet weather. The Marina Harbor monitoring studies and the TMDL interpretations of the data in the upper basins would seem to implicate storm water entering through the Oxford Lagoon (intertidal). Corps of Engineers model results indicate that the Ballona Creek near the mouth should not be a key factor. Authors of the TMDL seems to think that dry and wet weather flow from the storm water system is the cause for the violations on the beach. But the Concept Marine feasibility study says that though coliform counts have been found to be high in other areas of the marina,

no correlation was identified between these areas and Marina Beach so they blamed the birds since no other sources were found. Data analyses performed as part of this study were not given in the report. However, looking at the Heal the Bay yearly data for this beach in recent years, the summer months mostly get A's, something that never happens at Cabrillo Beach. Local dry weather storm water runoff is mostly from local parking lots that are usually dry. Again, there is speculation about the lifetime and possibility of transport from previously contaminated sand. Sanitary sewers (some gravity, some pressurized) surround Basin D but we believe that inspections and necessary repairs have been made. No major storm drains from surrounding areas other than the immediate marina itself enter Basin D.

It would be our hope that relatively simple solutions locally implemented at Mother's Beach would achieve at least some if not all of the required reductions in violations, before large storm drain diversions/ treatments or even non-local circulation or infusion solutions were considered. These practices might be likened to sanitation practices at a local restaurant with a problem - a clean-up, prevention of local discharges, and continued sanitary maintenance (with a planned sand management plan) and perhaps an enhanced circulation near the beach face if necessary.

The TMDL itself is set up as to 3 yrs for summer dry weather compliance, 6 years for dry winter compliance, and 10 yrs for wet winter compliance. If we could handle it by eliminating beach sources (fix leaks, divert small local drains though probably not necessary, sand management/treatment to mitigate bird sources) augmented by dilution at the beach face if necessary with a local pump (or water from the adjacent Basin C), then the TMDL requirements which apparently apply only to the beach might be reached without work on major storm water systems? Large slow RPM (7 foot diameter banana blade) pumps could be fitted under adjacent docks to augment local circulation and do move a lot of water (50,000 gpm) at fairly low horsepower. This should not take 10 years. The storm drain system then would be a general problem for the marina water itself, but not as a body contact standard at the beach.

TASK 1. QUALITY ASSURANCE PROJECT PLAN (QAPP)

Task 1.1 Prepare Quality Assurance Project Plan

Utilizing the project approach outlined above, and some of the detailed task descriptions described below, a Quality Assurance Project Plan will be prepared that will outline the study design and implementation details. The QAPP will follow EPA guidelines as to plan content and will include sampling strategy, test protocols, statistical analysis plan and QA/QC processes. The key EPA companion documents are EPA QA/R-5 (Requirements) and EPA QA/G-5 (Guidance). Associated documents are EPA QA/G-5S (Sampling Design/Environmental Data Collection Guidance) and EPA QA G-5M (Modeling Guidance).

Anlaytical testing will be done by one or both State Certified Analytical Testing Laboratories, our affiliated testing laboratory ToxScan, Inc. (ELAP 1515) and Associated Laboratories.

Task 1 Deliverable will be the QAPP plan.

TASK 2. PROJECT IMPLEMENTATION

Task 2.1 Problem Identification/Plan Development

Existing documents and data will be acquired and reviewed. Of particular importance will be the acquisition of the electronic data files for beach and Marina monitoring data along with other corresponding time series data such as rainfall, etc. Detailed drainage maps and other data will be reviewed, particularly with respect to storm water inputs and Basin D local sewage lines. Available storm

water monitoring reports will also be reviewed for quantity and quality of storm water inputs to Marina del Rey, particularly for the Oxford drainage at the top of the Harbor.

Using the previous WQIP feasibility study, a modified Problem Identification/Plan Development will be produced, consistent with and incorporated into the QAPP. The approach described above will be utilized to develop the Problem Identification/Plan Development and the associated QAPP.

Task 2.2 Sediment/Soil Sampling

Mother's Beach is a very low energy beach located at the far end of Basin D in the upper end of Marina del Rey Harbor. As such, the beach slope is very shallow, and the lower tidal sections have an obvious content of estuarine mud mixed with the sand (though the lower intertidal is still firm to walk on).

Sediment/soil sampling will be done on Mother's Beach and adjacent intertidal areas for the following purposes using standard methods and those modifications developed for the Cabrillo Beach project:

- Determine the bacterial contamination present in beach sands and the distribution of the contaminated sand on the beach and with depth both on the beach and in the intertidal area.
- Determine the ease with which contaminated sand can contaminate sterile seawater on contact.
- Run experiments on the effectiveness of cleaning methods applied to contaminated beach sand, including sequential washing with clean seawater and degradation rates with sunlight exposure.
- Include a limited amount of core samples for dredge material parameter analysis, in case local dredging and partial sand replacement is to be included in the recommended solutions. For example, a one-time beach clean-up might include dredging some of the lower beach sands containing estuarine muds, and replacing with clean, coarse sand so as to increase the beach steepness somewhat to limit the area where sand management cleanup needs to be done daily.
- Formulate possible beach sand management practices based upon the results of the sand analyses and experiments.

Sand sampling will be done using simple hand sampling or coring techniques. Interstitial water can be sampled by digging on the beach or by using a sand-point water sampler. Standard bacteriological methods will be utilized for fecal indicator bacteria in the estuarine and interstitial waters. Standardized sterile seawater extractions will be used for sand/sediment analysis. Special methods to measure time of decay of bacterial contamination on exposed beach sand will be used, along with simulated sand washing or other treatment techniques being studied. Methods used for dredge materials analysis will follow appropriate USEPA/USACE testing manual protocols for chemical analysis of dredge materials. All methods will be specified and documented in detail in the QAPP.

Task 2.3 Water Quality & Biological Testing and Analysis

Source identification studies will start with a thorough review of existing information and data. High priority will be given to obtaining the time series data base of the Mother's Beach monitoring and of the Marina del Rey Harbor monitoring, along with available storm water or other source data. Time series of rain, tides, wind and other variables will also be obtained. These time series data will be analyzed by graphical and statistical methods to examine cause and effect relationships between the observed beach violations and other factors, such as rain, storm drain runoff, or transport from elsewhere in the Harbor. At Cabrillo Beach, a relationship of beach violations under dry weather conditions was found with certain tide elevations relative to low tide, corresponding to the area of fresh bird droppings. This tended to confirm birds as a contributing source to the swash zone contamination when interstitial waters below were clean.

Of prime concern is the question of whether bacterial violations measured on Mother's Beach are due to contamination transported to the beach from elsewhere in the Harbor. This information will shed light on how effective local beach clean-up and sanitation measures might be at reducing the violation problems, or whether this local beach is overwhelmed by contamination generated elsewhere. This information will also determine if a source of clean water exists locally in Basin D, in the adjacent Basin C, or in the main channel, and thus would determine where a possible infusion system would obtain clean water.

Local sanitary surveys will start with a review of previous efforts carried out at Mother's Beach, and of subsequent corrective actions if required by those results. The initial search for a source of contamination due to a discharge or leak from the local drainage system will be done by a series of transects done on the beach, sampling the interstitial water for bacterial contamination and for conductivity. This method was successful in finding drainage leaks at both Cabrillo Beach and Avalon Beach. The interstitial water was clean at Cabrillo Beach that shows a high level of monitoring violations, except for where a plume discharged into the sand from broken pipes. Fluorescent dye can then be used for further confirmation. These results thus should answer if such a source is a contributor to the Mother's Beach problem, and will help to pinpoint the area to investigate further in the drainage systems above the beach.

Based upon the conclusions as to the sources of the contaminant violations at Mother's Beach, methods of source elimination or minimization will be developed and potential overall solutions to the problem will be formulated. If the predominant sources are local, then elimination of local discharges and beach clean-up and management are the likely solutions. If the predominant sources are from elsewhere in the Harbor such as from storm drains in the upper Harbor, then diversion, treatment in the lagoon, or other solutions will be necessary. These alternatives will then be further examined by use of the hydrodynamic model. If simple, early solutions are evident, such as local to Mother's Beach, then early implementation, even if experimental should be tried to see if significant reductions in violations occur.

Task 2.4 Hydrodynamic Modeling

Purposes of the hydrodynamic modeling task include the following:

- Model the exchange of water between Basin D and adjacent basins within Marina del Rey.
- Evaluate potential for transport of contaminants to Basin D from other areas of the Harbor, particularly from Basin E to determine whether discharge from the Oxford Lagoon storm drain complex in Basin E is the source of contamination in the upper part of Basin D.
- Perform hydrodynamic modeling to evaluate flushing alternatives with respect to improving water quality standards throughout the Marina Beach area. In particular, evaluate the cases of infusion/circulation improvements at the beach face using locally available water from Basin D, and the case of using water from the adjacent Basin C.

A two dimensional depth-averaged numerical model of the Marina del Rey Harbor will be developed using the RMA finite element programs for hydrodynamics (RMA2) and water quality transport (RMA11). The model will include all of the harbor basins, the break water area, and Ballona Creek immediately south of the harbor entrance.

Primary information required to construct and run the model includes bathymetric data, inflows to the harbor, and ocean tide. Additional meteorological data will be used to consider the affects of wind mixing and/or evaporation. Bathymetric data is required for the harbor, the near shore area adjacent to the breakwater, and the channel south of the harbor entrance. If local runoff is to be considered in the analysis, the locations and inflow rates of all major drains are required. This information should be available from the storm water drainage designs or from the storm water monitoring program. If this information is not readily available then new data will need to be collected. The cost estimate for the

modeling component of the project assumes that the data is available. The tidal boundary condition is available from the Santa Monica tide gage.

Based on the geometry of the harbor, it is expected that the system is diffusion dominated with peak velocities on the order of a few centimeters per second. Ideally calibration of the hydrodynamic component of the numerical model would be based on observed flows at several key locations in the harbor. The previous U.S. Corps of Engineer models, input data, and calibration data will be consulted as one possible source of historical data for use in this model. For example, flow data at locations just inside the harbor entrance, in the main channel seaward of Basin D, and the entrance to Basin D would be most useful. However, because of the very low velocities, it is likely to be very expensive to collect the required data. It is more important to calibrate the water quality model to accurately reproduce mixing in the harbor. Running the numerical model to replicate a physical tracer study would be the optimal way to calibrate the water quality transport model. If a tracer study has been performed in the harbor, then that data would be used in the calibration. If no tracer study has be performed, and if it is not practical to perform a new tracer study as part of this project, then calibrating to the observed summer salinity field will be performed. The report "The Marine Environment of Marina del Rey Harbor, July 2000 – June 2001" by Aquatic Bioassay and Consulting Laboratories, Inc. notes that stations farther from the harbor entrance typically have higher salinity. This suggests that evaporation from the harbor is concentrating the salts in the harbor. The effect of evaporation on salinity can be included in the numerical model and the mixing coefficients calibrated to provide the observed gradient in salinity throughout the harbor.

The calibrated model will be used to visualize the flow patterns and transport within the harbor over a typical summer spring-neap tidal sequence. Analysis products will include plan view vector and color contour plots of the following:

- Peak flood and ebb velocity fields
- Residual velocity field
- Representative particle tracking in and around Basin D
- Residence time

Transport between basins will be evaluated by introducing tracer mass loadings individually to each basin arm and reporting the distribution of the tracer over time throughout the harbor. This analysis will demonstrate how loads from other areas will affect basin D.

Task 2.5 Water Infusion Program

The purposes of the water infusion program are to explore the following possibilities:

- The possibility of infusing water into the area of the Mother's Beach from a nearby local source in Basin D. This improved local circulation will dilute and treat by better exposure to UV light contamination being washed off of the beach face.
- The possibility of using a water source from Basin C, the main channel, or another alternate source if necessary to infuse water to the area of Mother's Beach.
- Other alternatives such as diversions of storm water inputs to the upper Harbor.

The numerical model of Marina del Rey Harbor will be modified and refined as necessary to represent flushing alternatives configurations (three alternatives have been assumed for purposes of the cost estimate). Each alternative will be simulated for a typical spring-neap tidal sequence. Results from the flushing alternatives will be compared to the base condition with regard to the following:

- Peak flood and ebb velocity fields
- Residual velocity field
- Representative particle tracking in and around Basin D
- Residence time
- Salinity
- Transport of tracer from individual basin arms

Equipment and designs for implementation will be developed similar to those developed for possible use at Cabrillo Beach. Essentially, two kinds of pumps were specified for this application, a large bladed slow RPM pump to move local circulation, and a higher speed, higher pressure drop pump designed to pump water through a pipeline for delivery at the beach.

Task 2 Deliverables will be the Sediment/Soil Sampling Data/Analysis; the Water Quality and Biological Testing Data/Analysis; the Hydrodynamic Modeling Data/Analysis, and concept-level design documents for Water Infusion Program and equivalent alternatives.

TASK 3. REPORTING

Task 3.1 Draft Final Report

A complete technical report containing all data, analysis, and recommendations shall be prepared in draft form for review.

Task 3.2 Final Report

Revisions due to comments shall be made according to County direction, and a final project report prepared.

Task 3.3 Construction Documents

Schematic-level design documents sufficient to complete the CEQA and permitting processes will be produced.

Task 3 Deliverables include Draft Final Report (7); Final Report (11), and Schematic-level design documents (10).

TASK 4 CALIFORNIA ENVIRONMENTAL QUALITY ACT (CQEA) DOCUMENTS AND PERMITTING

Task 4.1 CEQA Documents Required for Phase 2 Work

All required CEQA documents will be prepared in draft form for review. An optional public meeting shall be held at the County's option as necessary. All CEQA notices will be prepared for use by the County, comments shall be reviewed, and final CEQA documents prepared.

Task 4.2 Permits

All required permits shall be secured for project work satisfactory to the County and the RWQCB.

Task 4 Deliverables include CEQA documentation and required permits, plus public meeting at County's option.

FORM P-3

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:

See Attachment

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. If you have a written quality control plan or written procedures for your staff, please attach them.

Additional Information (Attach pages if necessary):

Signature: _____

Form P-3
Quality Control Plan
(Attachment)

MARINA BEACH WATER QUALITY IMPROVEMENT PROJECT
PHASE 1

A. Who will review documents prepared by your office?

As Project Manager and as a Principal of Kinnetic Laboratories, Patrick Kinney, Ph.D. will be the primary reviewer of the documents. As an Owner with our name on the door, the scientific quality of work products is of first priority as our reputation and future depend on quality products. Not only are the work products checked for technical validity, but completeness and suitability to the project and client needs is evaluated for every work product.

Additional reviews are conducted by Senior Staff Scientists/Engineers such as Mark Savoie, Marty Stevenson, or Ken Kronschnabl of Kinnetic Laboratories, Dr. Smith of Resource Management Associates

.

B. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewers.

Our policy is to redo or add to any work found to be wrong or deficient in any way. With difficult field and laboratory work being common to our projects, it does happen that a data quality error can occur and is found while validating data. Under such circumstances, the work is repeated, such as a reanalysis of a sample, or re-sampling if necessary.

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?

Such a situation would be top priority and response would be immediate. The time necessary to correct a deficiency would depend on the duration of work required, such as a new sampling or re-run of a sample.

D. If you have a written quality control plan or written procedures for your staff, please attach them.

Our science services work is guided by specific field and laboratory protocols, and is formulated in detailed QAPP plans tailored to each project, so no generalized, overall written quality control plan is used.

Amendment 1 to RFP for Water Quality Improvement Project – Phase 1

BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Page 9 of the RFP.

1. List all of the governmental agencies and private institutions for which your firm has provided engineering and analytical services during the last five years. ***(At least 5 years' experience in the field must be demonstrated.)*** FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.

GOVERNMENT AGENCIES:

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services
See Attached List						

Add additional pages if necessary to list all experience with Government Agencies.

Kinnetic Laboratories, Inc. **FORM P - 4**

Previous Five Years of Experience

Start of Contract	End of Contract	Name of client	Address of client	Contact	Telephone 1	Description of Services
1987	2002	Santa Clara Valley Water District	5750 Alamden Expressway, San Jose, CA 95118	David Drury	408 265-2600	Santa Clara Valley NonPoint Source Study - Measure, Analyze and Report Storm Water Quality
1992	2002	City of Stockton	Municial Utility District, 2500 Navy Dr., Stockton, CA 95206-1991	Robert Castelli	209 937-8746	Storm water equipment installation and sampling
1993	2000	City of Coronado	Engineering and Project Devel., Coronado, CA 92118-1502	Marnell Gibson	619 522-7383	Dry Weather Inspections
1993	2001	City of Solana Beach	635 South Highway 101, Solana Beach, CA 92075-2215	Chandra Collure	858 755-2998	Dry Weather Inspections
1994	2003	City of Daly City	Director of Water and Wastewater, 153 Lake Merced Blvd, Daly City, CA 95015	Patrick Sweetland	650 991-8201	San Mateo Countywide Stormwater Pollution Prevention Program - Develop and Conduct Special Studies
1994	2000	U.S. Dept of Navy, Western Division	This office no longer exists.	Todd Greene Lee Simon	650 244-2588 619 532-1478	Provide Technical Support and Field Monitoring Service to support the Navy's Water Pollution Program
1995	2000	City of San Marcos	1 Civic Center Dr., San Marcos, CA 92069	Jason Boyens	760 752-7550	Dry Weather Inspections
1995	present	Pebble Beach Company	Real Estate Division, P. O. Box 1767, Pebble Beach, CA 93953	Roxayne Spruance	831 647-7500	Storm Water Monitoring
1996	2001	Municipal of Anchorage	3000 Arctic Blvd,. Anchorage, AK 99503-3898	Teresa Smith	907 343-4895	Conduct the Monitoring Programs for NPDES Permits for Asplund, Eagle River, and Girdwood
1996	2001	North County Transit District	810 Mission Ave., Oceanside, CA 92054	Cindy Faulk	760 967-2880	Sample Collection and Analysis of Stormwater Runoff
1997	present	CA Dept. of Transportation	1120 N. Street, Sacramento, CA 94274-0001	Marianne Larsen J.Steven Borroum	916 653-2975 916 653-7396	Storm Water Monitoring and Research Services Statewide. On-call contract.
1997	1998	City & County of San Francisco	Department of Public Work, 1680 Mission St., San Francisco, CA 94103	Roberta Jones	408 274-0562	Dredge testing at Central Basin.
1997	1999	City of Chula Vista	Finance Department, PO Box 1087, Chula Vista, CA 91912	Muna Cuthbert	619 397-6111	Dry Weather Inspections
1998	1999	Bechtel	1230 Columbia St., Ste 400, San Diego, CA 92101	Bob Gerdies	619 744-3057	Department of Navy - CLEAN II Program - Sample Collection, Benthic Invertebrate Analysis and Toxicity
1998	2004	CH2M HILL	2300 NW Walnut Blvd., Corvallis, OR 97330-3538	Harry Ohlendorf	916 920-0300	BolsaChica Lowlands Ecological Risk Assessment - Collect and Analyze Water, Sediments, Soils & Biota
1998	2000	City of Santa Cruz	California St., Santa Cruz, CA 95060-4212	Robert Barett	831 429-3647	Ocean Outfall Monitoring
1998	2000	City of Sunnyvale	PO Box 3707, Sunnyvale, CA 94088-3707	David Gakle	408 730-7403	Water Monitoring Services for the Pollution Control Plant

Kinnetic Laboratories, Inc. **FORM P - 4**

Previous Five Years of Experience

Start of Contract	End of Contract	Name of client	Address of client	Contact	Telephone 1	Description of Services
2000	2003	CH2M Hill - AK	301 West Northern Light Blvd., Ste 301, Anchorage, AK 99503-2691	Dave Bunte	907 278-2551	Point Thomson Development EIS
2000	2002	EOA, Inc.	1410 Jackson Street, Oakland, CA 94612	Fred Jarvis	510 832-2852	Sampling and Reporting for the Port of Oakland Group Storm Monitoring Program
2000		RBF 595.16 Retrofit	14725 Alton Parkway, Irvine, CA 92618-2027	Scott Taylor	949 472-3505	BMP Retrofit Pilot Program - Install, Maintain and Monitor Storm Water Monitoring Stations
2000	2001	U.S. Army Corps of Engineers	1325 J Street, Sacramento, CA 95814-2922	Joe Miller	916 557-5182	Vibra-core Samping from San Joaquin River. Sacramento River and Stockton Channel
2000	2001	West Coast Divers	700 Cannery Row, Monterey, CA 93940	Paul Stokes	831 657-4250	Construction monitoring in Monterey Bay National Marine Sanctuary.
2001	2002	BP Exploration (Alaska) Inc.	PO Box 196611, Anchorage, AK 99519-6612	James D. Corkran	907 564-5928 907 561-5111	Environmental Monitoring Support at Operator's Northstar Development Site. Sample, Analysis and Reporting.
2001	2001	County of Marin	Center, Room 304, San Rafael, CA 94903-4112	Ms. Liz Lewis	415 499-6528	Perform Water Quality Sampling in the Pacheco Pond and Chemical Analysis and Reporting
2001	2003	County of Santa Cruz	701 Ocean Street, Room 410, Santa Cruz, CA 95060	Carl Rom	831 454-2160 831 454-2806	Advise and Develop a Sampling and Monitoring Program for Urban Water Runoff
2001	2002	David J. Powers & Associates, Inc.	1885 The Alameda, Suite 204, San Jose, CA 95126	David Powers Nora Monette	408 248-3500	Assessment of Impacts to the Marine Fauna for the Sand City Desalination Facility
2001	present	Downey Brand Seymour & Rohwer	555 Capitol Mall, 10th Floor, Sacramento, CA 95814-4868	David R. E. Aladjem	916 441-0131 x 6361	Sediment and Soil Sampling and Analysis
2001	2003	EOA, Inc.	1410 Jackson Street, Oakland, CA 94612	Jon Konnan	510 832-2852	San Mateo Countywide Stormwater Pollution Prevention Program - Manage Program, Permits, Technical Sevices
2001	present	EOA, Inc.	1410 Jackson Street, Oakland, CA 94612	Jon Konnan	510 832-2852	San Pedro Creek Water Quality Monitoting - Quality Sampling, Laborarratory Analysis, Data Review and Reporting
2001	2003	EOA, Inc.	1410 Jackson Street, Oakland, CA 94612	Adam Olivieri	510 832-2852	Support City of San Jose Site Specific PCB Investigation with Sampling and Analysis and Reporting
2001	2003	EOA, Inc.	1410 Jackson Street, Oakland, CA 94612	Adam Olivieri	510 832-2852	Joint Storm Water Agency Project to Study Urban Sources of Hg and PCBs
2001	Present	Holmes and Narver, Inc.	999 W. Town and Country Rd., Orange, CA 92868	Michael L. Gasparro	714 567-2774 714 567-2501	Mudstone, Kaiser Terminal sediments, Carbrillo Beach Literature and Data Analysis DMJM-HARRIS
2001	2001	Kennedy-Jenks Consulting	2151 Michelson Drive, Suite 100, Irvine Ca 92612-1311	Michael Greenspan	949 261-1577	Searles Dry Lake Characterization Sediment Sampling

Kinnetic Laboratories, Inc.

FORM P - 4

Previous Five Years of Experience

Start of Contract	End of Contract	Name of client	Address of client	Contact	Telephone 1	Description of Services
2001	2002	Moffat & Nichol	250 West Wardlow Road, Long Beach, CA 90807	Chris Webb	562 426-9551	Laguna Lake Restoration Project & and Foster City Lagoon Dredging Project - Sampling, Analysis & Report
2001	2006	Municipal of Anchorage	3000 Arctic Blvd., Anchorage, AK 99503-3898	Mark Spano J. Kris Warren	fax 907 248-6836 fax 907 562-0824	Conduct the Monitoring Programs for NPDES Permits for Asplund, Eagle River, and Girdwood
2001	2002	OASIS Environmental, Inc	807 G St., Ste 250, Anchorage, AK 99501	Max W. Schwenne	(907) 258 - 4880	Support Service to support Alyeska Monitoring Work
2001	2002	RBF SAND FILTER 597, 593	14725 Alton Parkway, Irvine, CA 92618-2027	Ann Lantin	949 472-3505	Monitoring, and Testing of Austin Sand Filters, Cold Climate Application Study
2001		Tetra Tech Inc.	10670 White Rock Road Ste. 100, Rancho Cordova, CA 95670	Rhonda Carlisle	925 283-3771	Stockton DWSC Maintenance & Dredging - Sampling Services
2001	2002	Tosco Refinery	2555 Willow Rd., Arroyo Grande, CA 93420	Kristen Kopp, Kathy Woodard	805 343-3203	Ocean Monitoring, Sediment Sampling, Analytical Chemistry and Reporting
2002	2002	CH2M HILL - 537	P.O. BOX 7728, Boise, ID 83707-2478	David Delano	714 429-2020 x229	Chemistry - EPA portion of Montrose Study, Dominguez Channel
2002	2004	City of Long Beach	333 W. Ocean Blvd, 9th Floor, Long Beach, CA 90802	Tom Leary	562 570-6012 562 570-6023	City of Long Beach Non Point Source Runoff Water Quality - Sample, Measure, Analyze and Report Storm & Dry Weather Water Quality
2002	2002	City of Suisun	701 Civic Center Blvd., Suisun City, CA 94585	Mike Duncan	707 421-7343	Analytical Testing for Dredging Project for the City of Suisun.
2002	2003	Contra Costa Clean Water Program	255 Glacier Dr. Martinez, CA 94553-4897	Michelle M. McCauley	925 313-2194	Field and Laboratory Assistance for PCB Case Studies
2002	Present	County of Orange	300 N. Flower Street, Santa Ana CA 92702-4048	Tuiteleleapaga Chris Crompton	714 834-3233 714 567-8360	Newport Bay Shellfish Resource Assessment
2002	2003	EOA, Inc.	1410 Jackson Street, Oakland, CA 94612	Paul Randall	510 832-2852	Ambient Surface Water Monitoring for Santa Clara Valley Urban Runoff Pollution Prevention Program
2002	2003	Geomatrix Consultants, Inc.	2444 Main St., Ste. 215, Fresno, CA 93721	Marty Spongberg	559 264-2535	Program, Install, Maintain and Monitor Storm Water Monitoring Stations
2002		Jantec Services Group	8421 Auburn Blvd., Ste 222, Citrus Heights, CA 95610	Laura J. Jilani	916 723-3336	Stockton DWSC Maintenance & Dredging - Sampling Services
2002	2002	MBK ENGINEERS	2450 Alhambra Blvd., 2nd Floor, Sacramento, CA 95817	Gikbert Cosio	fax 916 456-0253	Sediment Sampling & Analysis Services at Driftwood Marina
2002	2003	RBF Consultants	14725 Alton Parkway, Irvine, CA 92618-2027	Scott Taylor	949 472-3505	Telaga Water Sampling, Analysis and Reporting
2002	2002	Vallejo Sanitation & Flood Control	450 Ryder St., Vallejo, CA 94590-2717	Jack Betourne	707 644-8949	Joint Storm Water Agency Project to Study Urban Sources of PCBs.

PRIVATE INSTITUTIONS:

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services
See Attached List						

Add additional pages if necessary to list all experience with private institutions.

2. How many full-time workers does your firm employ? 65

3. Attach an organizational chart or describe the organization of your firm: Project Mgmt. & Task Leaders are assigned Senior Staff. Junior Staff are assigned by Project Mgmt. and/or the Operations Manager.

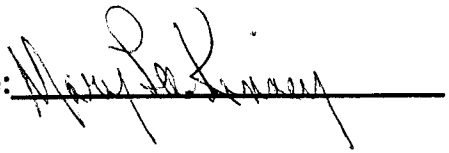
4. Attach copies of financial statements (balance and income statements) for the last full fiscal year and any partial year through at least December 31, 2002. Financial statements shall be prepared according to generally accepted accounting principles. Balance sheet shall show assets, liabilities, and 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

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

Name	Address	Business relationship	Contact person	Phone number
Jeffie Hardin Hihn Trust	1205 Pacific Ave. #207 Santa Cruz, CA 95060	Lease Holder	Gloria Welsh	831-423-7463
Port Supply	P.O. Box 50060 Watsonville, CA 95077	Purchases	Various	800-621-6885
Ford Credit	P.O. Box 239801 Las Vegas, NV 89123	Purchases	Various	800-727-7000
UPS	P.O. Box 650580 Dallas, TX 75265	Service	Various	800-811-1648

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. Certificate of Insurance Attached. KLI will increase our Professional Liability Coverage from $1 million to $3 million if we get the project. Our insurance carrier said it would cost an additional ($4,000).

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

Signature: 

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer Mary Lee Kinney, President of Kinnetic Laboratories, 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:

President
Title

Mary Lee Kinney
Name

Signature

July 6, 2003
Date

FORM P-6

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: Kinnetic Laboratories, Inc./ ToxScan, Inc.

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

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

My County (WebVen) Vendor Number: _____

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): 65

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					1	
Hispanic/Latino			1		2	1
Asian or Pacific Islander			3	1	2	3
American Indian						1
Filipino						
White	2	2	9	7	18	12

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	%	%	%	%	%	32 %
Women	%	%	%	%	%	68 %

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
None Currently					

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	Authorized Signature	Title	Date
Mary Lee Kinney		President	07/06/03

State of California • Department of General Services • Gray Davis, Governor
PROCUREMENT DIVISION
707 Third Street, Second Floor • West Sacramento, California 95605 • (916) 375-4400

KINNETIC LABORATORIES INC
PO BOX 1040
SANTA CRUZ, CA 95061-
MLKINNEY@KINNETICLABS.COM

Dear MARY LEE KINNEY,

The Department of General Services, Procurement Division (PD) has been informed that your firm is certified as a small business with one or perhaps several municipalities located in California. PD administers a Small Business Program and certifies California small businesses so that they may take advantage of the states many contracting opportunities.

As a certified small business with the State of California, you receive many benefits, including:

- A five percent bidding preference on qualifying state contracts
- Inclusion in the state's Internet Certified Firms Listing
- Eligibility for streamlined state contracting
- Prompt Payment Act benefits

In addition, on May 30, 2001, Governor Gray Davis released Executive Order D-37-01, mandating all state agencies and departments to award 25% of their total contracting dollars to certified small businesses.

To be eligible for small business certification, your business must meet the following requirements:

- Must be independently owned and operated;
- Cannot be dominant in its field of operation;
- Must have its principal office located in California;
- Must have its owner (or officers in the case of a corporation) domiciled in California; and
- Together with your affiliates, be either
  - a business with 100 or fewer employees and average annual gross receipts of $10 million or less over the previous three tax years, or
  - a manufacturer with 100 or fewer employees.

To apply for small business certification, you may download the application from www.pd.dgs.ca.gov/smbus or call the Office of Small Business and DVBE Certification at 1-800-599-5529 or (916) 375-4940.

For more information about the State of California's Small Business Program, you may visit the Procurement Division website at www.dgs.ca.gov/pd or call Tracey McDaniel, Small Business Advocate, at (916) 375-4538.

Sincerely,

Myrna Diaz
Procurement Division
Department of General Services

FORM P-7

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634 Telephone: (323) 832-7277 or (323) 832-7276

Contractor Name or Association Name as Shown on Bid or Proposal: Kinnetic Laboratories, Inc.

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: 307 Washington Street
Santa Cruz, CA 95060

Telephone: 831-457-3950 **FAX:** 831-426-0405

County Department Receiving Bid or Proposal: Department of Beaches and Harbors

Type of Goods or Services To Be Provided: Engineering and Environmental

Contract or Purchase Order No. (if applicable) _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

I. [ ] No natural person owns an interest of 10 percent or more in this Contractor.
II. [X] Required Principal Owner information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received from Contractor
1.	Patrick Kinney		(YES) [NO]
2	Mary Lee Kinney	President	(YES) [NO]
3.	Philip Carpenter		(YES) [NO]
	Margaret Carpenter		(YES) [NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By _____ Date: July 6, 2003
(Signature of a Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Mary Lee Kinney
(Print Name)

President
(Print Title/Position)

FORM P-8

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name) Mary Lee Kinney hereby submit this certification to the (County department) Beaches & Harbors, pursuant to the provisions of County Code Section. 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal) Kinnetic Laboratories, Inc., an (independently owned) or franchiser-owned business (circle one), located at (contractor, or, if an association, associated member address) 307 Washington Street, Santa Cruz, CA 95060 is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;

2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;

3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 6th day of July, 2003 (Month and Year)

at: Santa Cruz, CA (City/State) 831-457-3950 (Telephone No.)

by: _____

(Signature of a Principal Owner, an officer, or manager responsible for submission of the Proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832 7277 or (323) 832-7276

FORM P-9

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.

Company Name: Kinnetic Laboratories, Inc.		
Company Address: 307 Washington Street		
City: Santa Cruz	**State:** CA	**Zip Code:** 95060
Telephone Number: 831-457-3950		
Solicitation For (Type of Services): Engineering and Environmental		

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.

Print Name: Mary Lee Kinney	**Title:** President
Signature:	**Date:** July 6, 2003