

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

1 AMENDMENT TO AGREEMENT NO. 30246

2 **30246**

3 THIS AMENDMENT TO AGREEMENT NO. 30246 (this "Amendment") is  
4 made and entered, in duplicate, as of May 21, 2010, for reference purposes only,  
5 pursuant to a minute order adopted by the City Council of the City of Long Beach at its  
6 meeting on August 14, 2007, by and between LSA ASSOCIATES, INC., a California  
7 corporation ("Consultant") and the CITY OF LONG BEACH, a municipal corporation  
8 ("City").

9 WHEREAS, the parties entered into Agreement No. 30246 (the "Contract")  
10 whereby Consultant agreed to prepare environmental documentation in connection with  
11 the restoration of the Colorado Lagoon in the City of Long Beach ("Project"); and

12 WHEREAS, the parties desire to increase the scope of services constituting  
13 the Project, without increasing or decreasing the total compensation to be paid to  
14 Consultant.

15 NOW, THEREFORE, in consideration of the mutual terms and conditions in  
16 the Contract, the parties agree as follows:

17 1. The additional services described in Exhibit "A" attached to this  
18 Amendment shall be deemed included in the Scope of Services attached as Exhibit "A" to  
19 the Contract.

20 2. The term of the Agreement is hereby extended so that the  
21 Agreement shall terminate at 11:59 p.m. on July 31, 2011, unless terminated sooner as  
22 provided in the Agreement.

23 3. Except as expressly amended herein, all of the terms and conditions  
24 of the Contract are ratified and confirmed and shall remain in full force and effect.

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

"Consultant"

LSA ASSOCIATES, INC., a California corporation

By: Mona M. DeLeon  
Name: Mona M. DeLeon  
Title: Principal

By: Rob McLann  
Name: Rob McLann  
Title: President

"City"

CITY OF LONG BEACH  
Assistant City Manager

By: Patrick H. West  
Name: Patrick H. West  
Title: City Manager

**EXECUTED PURSUANT  
SECTION 301 OF  
THE CITY CHARTER.**

This Amendment to Agreement No. 30246 is approved as to form on

July 13, 2010.

ROBERT E. SHANNON, City Attorney

By: [Signature]  
Deputy

## Exhibit "A"

# LSA

LSA ASSOCIATES, INC.  
PACIFIC CENTER  
703 PALOMAR AIRPORT RD., SUITE 260  
CARLSBAD, CALIFORNIA 92011

760.931.5471 TEL  
760.918.2458 FAX

BERKELEY  
FT. COLLINS  
IRVINE

FRESNO  
PALM SPRINGS  
PT. RICHMOND

RIVERSIDE  
ROCKLIN  
SAN LUIS OBISPO  
SOUTH SAN FRANCISCO

July 8, 2010

Eric Lopez  
Administrative Analyst  
Department of Community Development  
City of Long Beach  
333 West Ocean Boulevard, 3<sup>rd</sup> Floor  
Long Beach, CA 90802

Subject: Contract Amendment Request and Proposal to Prepare the NEPA Environmental Assessment and Part 1 of EIR Addendum for the Colorado Lagoon Improvement Project, Long Beach, California

Dear Mr. Lopez:

LSA Associates, Inc. (LSA) hereby submits this contract amendment request and proposal for environmental consulting services. Specifically, this proposal addresses the preparation of the National Environmental Policy Act (NEPA) Environmental Assessment (EA) for the Colorado Lagoon Improvement Project (project), located in the City of Long Beach (City), Los Angeles County, California.

The City certified the Environmental Impact Report (EIR) in accordance with the requirements of the California Environmental Quality Act (CEQA) for this project in 2008. Since that time, LSA has worked with the City to prepare a draft technical report to address traffic, air quality, and noise issues for the NEPA alternatives approved by the United States Army Corps of Engineers (Corps). The analysis in the draft technical report was conducted in accordance with the requirements of NEPA and other applicable federal legislation.

The scope of work described in this letter is for preparation of the EA for the Corps proposed action (specifically, the proposed dredging and associated activities), and Part 1 of the EIR Addendum. This scope and budget represents a focused work effort that will utilize the previous EIR and technical report findings to the maximum extent feasible. Multiple conference calls were held with the City and the Corps during the preparation of the technical report, and it is our understanding that substantive issues pertaining to the environmental effects of the proposed action have been vetted. The scope and budget do not allow for time delays, additional iterations of draft reports, or conference calls and meetings beyond those identified below.

Below is a description of the tasks LSA proposes to complete the EA.

### SCOPE OF WORK

#### TASK 1.0: EA Preparation

**Task 1.1: Prepare Administrative Draft EA.** LSA will prepare an Administrative Draft EA addressing all of the topics under NEPA and incorporating the findings of the technical reports prepared by LSA for air quality, noise, and traffic. The Administrative Draft EA will address the impacts of the alternatives to the proposed action that are included in the technical reports. These

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alternatives differ somewhat from the alternatives analyzed in the City's certified EIR. Also, under NEPA (unlike under CEQA), the alternatives must be addressed at a comparable level of detail. Information from the EIR prepared for the project will be used as much as feasible during preparation of the EA. The Administrative Draft EA will be submitted in electronic format to the City for review and comment.

**Task 1.2: Prepare Second Administrative Draft EA.** LSA will revise the Administrative Draft EA based on comments received from the City and will then provide a second Administrative Draft EA (in electronic format) for the City to forward to the Corps for review and comment. The level of effort for this work, as reflected in the proposed budget, assumes the receipt of minor comments from the City.

**Task 1.3: Prepare Draft EA for Public Review.** LSA will prepare the Draft EA for public review in accordance with direction from the City. The level of effort for this work, as reflected in the proposed budget, assumes that only minor changes will be necessary as a result of the City's coordination with the Corps.

LSA will provide the City with up to 10 hard copies and 20 CDs of the Draft EA. It is anticipated, for budget purposes, that the photocopying costs for the EA will be less than \$100 per copy.

LSA will be available to attend a public information meeting during the public review period, or a public meeting or hearing to be coordinated and conducted by others, if the Corps or City determines that a public hearing is required.

**Task 1.4: Prepare Draft Response to Comments.** Upon receipt of public comments, LSA will prepare responses to each comment for submittal to the City and the Corps for review and approval. The level of effort to prepare the response to comments specified in the budget is based on receipt of up to 25 substantive comments in up to 5 comment letters. The budget specifies up to 20 LSA professional staff hours for this task. Should the number and/or complexity of public comments require additional effort, a scope and budget amendment may be required.

## **TASK 2.0: Prepare Finding of No Significant Impact (FONSI)**

**Task 2.1: Prepare Draft FONSI.** LSA will prepare a Draft FONSI, including revisions based on responses to comments received during the public review period, for submittal to the City and the Corps.

**Task 2.2: Prepare Administrative Final FONSI.** LSA will prepare an Administrative Final FONSI, including revisions based on review of the Draft FONSI, for City submittal to the Corps.

**Task 2.3: Prepare Final FONSI.** A Final FONSI will be prepared for submittal to the Corps for review and approval. As part of the process for the Final FONSI, LSA will include the responses to

the topics and issues identified in letters from agencies that submitted comments on the Draft EA. LSA will prepare a draft Notice of Availability of the Final FONSI to be published by the Corps.

LSA will provide the City with up to 10 hard copies and 20 CDs of the Final FONSI. It is anticipated, for budget purposes, that the photocopying costs for the FONSI will be less than \$100 per copy.

### **TASK 3.0: Environmental Commitments Record (ECR)**

LSA will prepare a draft and a final ECR for use in ensuring implementation of the mitigation measures for the project. The ECR will be used in the design and construction of the selected alternative. The ECR will incorporate the mitigation measures from the environmental document. For each mitigation measure, the ECR will include the following: a description of the mitigation measure, the timing of implementation, the performance objectives, the requirements for verification of compliance, and the party responsible for verifying compliance. The draft ECR will be submitted to the City and the Corps for review and comment. The final ECR will be provided to the Corps along with the Final FONSI for approval.

### **TASK 4.0: Meetings, Conference Calls, and Other Approved Tasks**

LSA anticipates the need to conduct conference calls with the project engineer (Moffatt and Nichol), the City, and the Corps in addition to normally anticipated telephone and e-mail correspondence, to complete the tasks described above. LSA has allocated time and budget for two such meetings/conference calls with City and agency representatives. Each of these meetings is expected not to exceed 2 hours in duration and will include two or three LSA staff, as appropriate. Additional meetings and tasks, if necessary, can be authorized by the City on a time-and-materials basis.

### **TASK 5.0: EIR Addendum**

LSA proposes to complete the following subtasks on behalf of the City:

1. Project Description
2. Draft EIR Addendum Part 1

The following subtasks will be addressed under a separate contract:

3. Draft EIR Addendum Part 2
4. Final EIR Addendum
5. Meetings

The Colorado Lagoon Restoration Project EIR was certified in 2008. CEQA allows for subsequent actions on the same project to be addressed in a document that “tiers” from the certified EIR. For the purpose of this proposal, it is specified that the appropriate findings can be made for an EIR Addendum to be prepared.

The purpose of the EIR Addendum is to compare the effects of the updated project to the project as included in the certified EIR. The certified EIR will be incorporated by reference and will be used as a basis for CEQA conclusions, particularly for those environmental effects that were found to be less than significant or mitigated to below a level of significance. The EIR Addendum would focus on those topics for which significant unavoidable effects were found. An Addendum is not required to be circulated to the public and does not require that a Response to Comments document be prepared prior to approval.

**Task 5.1: Project Description.** LSA proposes to coordinate with the City in preparing the updated project description in order to determine whether the updated project would result in impacts that are within the envelope of impacts considered at the time the EIR was certified. If the updated project would result in new significant impacts or worsen a significant unavoidable impact as disclosed in the certified EIR, then an EIR Addendum would not be the appropriate CEQA document. If, with the application of the mitigation measures included in the certified EIR (as refined, if necessary), the updated project would result in impacts consistent with or less than what had been disclosed in the original EIR, an EIR Addendum may be prepared.

It is LSA's understanding that the updated project description will include:

1. An increase in the maximum total dredge quantity from 30,000 cubic yards to 70,000 cubic yards;
2. A change in the mode of transport for dredge material, from trucking to a landfill in the Bakersfield area to trucking or barging to a disposal site at the Port of Long Beach; and
3. Four alternatives for connecting the Lagoon to Marine Stadium through Marina Vista Park, including a second culvert, an Elliott Street Alignment, an open channel with culverts rather than bridges at the street crossings, and an expanded channel concept.

The primary reasons why the dredge quantity is greater than anticipated at the time the EIR was prepared are: (1) additional comprehensive sediment testing has revealed that the distribution of contaminated sediments is more widespread than previously anticipated; and (2) the Los Angeles Regional Water Quality Control Board recently voted to establish the National Oceanic and Atmospheric Administration's (NOAA) Effects-Range-Low values as the Colorado Lagoon's sediment quality targets. If approved by the State Water Board and United States Environmental Protection Agency (EPA), the City will be required to dredge a greater quantity than previously anticipated. It is anticipated that the maximum dredging quantity will total between 60,000 and 70,000 cubic yards. Transporting the material via a barging dredge to the Port of Long Beach is being considered as a means of reducing vehicular emissions from trucks and reducing construction traffic on local streets.

Alternative modes of connecting the Lagoon to Marine Stadium are being considered in order to provide the City Council with a range of choices that consider recreation impacts, environmental effects, and cost while still meeting the project objective of providing improved tidal flushing of the Lagoon.

The updated project description will be based on the *Alternatives Analysis Report Phase 2 Study* prepared by Moffatt & Nichol (February 2010) and other information provided by the City and project engineer.

**Task 5.2: Part 1 of Draft EIR Addendum.** The City, as the Lead Agency for the proposed project, would make a determination based on a review of the facts in the Environmental Checklist Form and the Environmental Analysis attached to the Checklist Form as to whether analysis of the project's environmental effects is best provided through the use of an EIR Addendum. Part 1 of the EIR Addendum effort includes a systematic evaluation of the potential environmental effects of the proposed project compared to the effects of the project analyzed in the earlier EIR, including the rationale and facts supporting the referenced conclusions.

### **COST ESTIMATE**

LSA estimates that a maximum budget of \$30,300 will be necessary to complete all of the tasks in this proposal. LSA will not exceed the budget grand total without prior authorization from the City. LSA estimates reimbursable expenses of approximately \$2,700. The estimate of fees by task is as follows.

<b>Task</b>	<b>Estimated Budget</b>
<b>TASK 1.0: EA Preparation</b>	
Task 1.1: Prepare Administrative Draft EA	\$8,000
Task 1.2: Prepare Second Administrative Draft EA	\$3,000
Task 1.3: Prepare Draft EA for Public Review	\$2,000
Task 1.4: Prepare Draft Response to Comments	\$3,500
<b>TASK 2.0: Prepare FONSI</b>	
Task 2.1: Prepare Draft FONSI	\$1,800
Task 2.2: Prepare Administrative Final FONSI	\$1,200
Task 2.3: Prepare Final FONSI	\$800
<b>TASK 3.0: ECR</b>	\$2,500
<b>TASK 4.0: Meetings, Conference Calls, and Other Approved Tasks</b>	\$7,500
<b>TASK 5.0 EIR Addendum</b>	
<b>Task 5.1: Project Description</b>	\$4,000
<b>Task 5.1: Part 2 of EIR Addendum</b>	\$13,000
<b>Total Fees</b>	<b>\$47,300</b>
Reimbursable Expenses	\$2,700
<b>Grand Total</b>	<b>\$50,000</b>

LSA ASSOCIATES, INC.

The additional services described in this letter shall supplement the scope of work authorized under the agreement between the City of Long Beach and LSA, dated October 15, 2008 (the "Agreement"). Nothing herein shall increase the authorized payment amount called for under the Agreement or otherwise amend any other term or condition thereof.

Sincerely,

**LSA ASSOCIATES, INC.**



Mona McGuire DeLeon, AICP  
Principal

Attachment: Schedule of Standard Contract Provisions and Billing Rates



## **SCHEDULE OF STANDARD CONTRACT PROVISIONS AND BILLING RATES**

### **FEES FOR PROFESSIONAL SERVICES**

#### **Fixed-Fee Contracts**

If a fixed-fee proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided for the fixed fee noted in the proposal. All other professional services are considered extra services. Extra services shall be provided on a time and expenses basis at the same rates specified for hourly contracts, unless other arrangements are made in advance.

#### **Hourly Contracts**

If an hourly plus expenses proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided on a time and materials basis at current hourly rates. These rates are as shown on a Rate Schedule that is attached, or can be made available. Hourly rates are subject to review at least annually on or about August 1 of each year, and may be adjusted to reflect changing labor costs, at our discretion, at that time. (A schedule can be made available upon request.)

Direct costs (including cost of subconsultants) shall be reimbursed at cost plus ten percent, unless other arrangements are made in advance, and are not included in the hourly fee for professional services.

The total estimated amount of time and expenses noted in the proposal will serve as a control on the services to be provided. The specified amount will not be exceeded without prior approval of the client.

### **INVOICING**

Monthly invoices shall be submitted for progress payment based on work completed to date. Clients requesting changes to LSA's standard invoice may be billed for the time to develop the invoice and monthly administration of the billing.

### **PAYMENT OF ACCOUNTS**

Terms are net 30 days. LSA offers a one percent discount on invoices paid within 30 days of the invoice date. A service charge of 1.5 percent of the invoice amount (18 percent annual rate) may be applied to all accounts not paid within 30 days of invoice date. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

## **STANDARD OF CARE**

Services provided by LSA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

## **INDEMNIFICATION**

Client and consultant each agree to indemnify and hold the other harmless and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

## **ELECTRONIC FILE DATA CHANGES**

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by LSA. Files in electronic media format or text, data, graphic, or other types that are furnished by LSA to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, LSA makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those of LSA at the beginning of the assignment.

## **FORCE MAJEURE**

Neither party shall be deemed in default of this Agreement to the extent that any delay in performance of its obligation results from any cause beyond its reasonable control and without its negligence.

## **LITIGATION**

In the event that either party brings action under the proposal for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs whether or not such action is prosecuted to judgment.

## **NOTICES**

Any notice or demand desired or required to be given hereunder shall be in writing, and shall be deemed given when personally delivered or deposited in the mail, postage prepaid, sent certified or registered, and addressed to the parties as set forth in the proposal or to such other address as either party shall have previously designated by such notice. Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

## **TERMINATION OF CONTRACT**

Client may terminate this agreement with seven days prior notice to LSA for convenience or cause. Consultant may terminate this Agreement for convenience or cause with seven days prior written notice to client. Failure of client to make payments when due shall be cause for suspension of services, or ultimately termination of the contract, unless and until LSA has been paid in full all amounts due for services, expenses, and other related charges.

## **REVOCATION**

If this Schedule of Standard Contract Provisions is attached to a proposal, said proposal shall be considered revoked if acceptance is not received within 90 days of the date thereof, unless otherwise specified in the proposal.

## HOURLY BILLING RATES EFFECTIVE AUGUST 2009

	Job Classification						Hourly Rate Range*
	Planning	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$140-275
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$100-190
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resources Manager	Senior Biologist/Botanist/Wildlife Biologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$85-170
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist	Cultural Resources Manager	Biologist/Botanist/Wildlife Biologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$70-100
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$50-100
<b>Field Services</b>							
Senior Field Crew/Field Crew							\$50-85
<b>Office Services</b>							
Research Assistant/Technician							\$30-40
Graphics							\$80-105
Office Assistant							\$55-80
Word Processing/Technical Editing							\$70-95

\* The hourly rate for work involving actual expenses in court, giving depositions or similar expert testimony, will be billed at \$400 per hour regardless of job classifications.

**LSA IN-HOUSE DIRECT EXPENSES**

		<b>Unit Cost</b>
Reproduction	(8.5 x 11) B/W	\$0.10 per page
Reproduction	(8.5 x 11) Color	\$1.00 per page
Reproduction	(11 x 17) B/W	\$0.16 per page
Reproduction	(11 x 17) Color	\$2.50 per page
CD Production		\$5.00 per CD
Plotting		\$3.75 per sf
Mileage	On Road	\$0.50 per mile
Mileage	Off-Road	\$0.65 per mile
GPS Unit		\$100.00 per day
Sound Meter		\$75.00 per day
Aerial Photos		\$200.00 per photo