

AGREEMENT

30246

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3 THIS AGREEMENT is made and entered, in duplicate, as of August 1,  
4 2007 for reference purposes only, pursuant to a minute order adopted by the City Council  
5 of the City of Long Beach at its meeting held on August 14, 2007, by and between LSA  
6 ASSOCIATES, INC., a California corporation, with a place of business at 20 Executive  
7 Park, Suite 200, Irvine, California 92614 ("Consultant"), and the CITY OF LONG  
8 BEACH, a municipal corporation ("City").

9 WHEREAS, the City requires specialized services requiring unique skills to  
10 be performed to prepare all elements of the State and Federal environmental  
11 documentation needed to begin the physical work of restoration of the Colorado Lagoon  
12 in the City of Long Beach ("Project"), as described more fully in the attached Scope of  
13 Work; and

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

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

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

22 1. SCOPE OF WORK OR SERVICES.

23 1.1 Consultant shall furnish specialized services more particularly  
24 set forth in the Scope of Work attached hereto as Exhibit "A", incorporated herein by this  
25 reference, in accordance with the standards of the profession, and City shall pay for said  
26 services in the manner described below, not to exceed \$500,289, at the rates or charges  
27 described in Exhibit "A". The parties may agree to revised the amount of a given task or  
28 shift funds allocated between tasks, provided that no such change shall occur before

1 Consultant requests such change in writing and City consents thereto.

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

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

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

22 2. TERM. The term of this Agreement shall commence at midnight on  
23 August 1, 2007, and shall terminate at 11:59 p.m. on July 31, 2009, unless sooner  
24 terminated as provided in this Agreement, or unless the services to be performed  
25 hereunder or the Project is completed sooner.

26 3. COORDINATION AND ORGANIZATION.

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

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

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

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

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

28 5.1 Commercial general liability insurance (equivalent in scope to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1                   13.    ADDITIONAL COSTS AND REDESIGN.

2                   13.1   Any costs incurred by the City due to Consultant's failure to  
3 meet the standards required by the Scope of Work or Consultant's failure to perform fully  
4 the tasks described in the Scope of Work which, in either case, causes the City to  
5 request that Consultant perform again all or a part of the Scope of Work shall be at the  
6 sole cost of Consultant and City shall not pay any additional compensation to Consultant  
7 for such re-performance.

8                   13.2   If the Project involves construction and the scope of work or  
9 services requires Consultant to prepare plans and specifications with an estimate of the  
10 cost of construction, then Consultant may be required to modify the plans and  
11 specifications, any construction documents relating thereto, and Consultant's estimate, at  
12 no cost to City, when the lowest bid for construction received by City exceeds by more  
13 than ten percent (10%) Consultant's estimate. Said modification shall be submitted in a  
14 timely fashion to allow City to receive new bids within four (4) months of the date on  
15 which the original plans and specifications were submitted by Consultant.

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

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

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

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



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

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

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

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

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

10           21. NOTICES. Any notice or approval required hereunder by either  
11 party shall be in writing and personally delivered or deposited in the U.S. Postal Service,  
12 first class, postage prepaid, addressed to Consultant at the address first stated herein,  
13 and to the City at 333 West Ocean Boulevard, Long Beach, California 90802, Attention:  
14 City Manager with a copy to the Airport Bureau Manager at 4100 E. Donald Douglas  
15 Drive, Long Beach, California 90808 at the same address. Notice of change of address  
16 shall be given in the same manner as stated herein for other notices. Notice shall be  
17 deemed given on the date deposited in the mail or on the date personal delivery is made,  
18 whichever first occurs.

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

27           23. WAIVER. The acceptance of any services or the payment of any  
28 money by City shall not operate as a waiver of any provision of this Agreement, or of any

1 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
2 Agreement shall not constitute a waiver of any other or subsequent breach of this  
3 Agreement.

4 24. CONTINUATION. Termination or expiration of this Agreement shall  
5 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
6 17, 19 and 27 prior to termination or expiration of this Agreement.

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

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

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

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

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

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

"Consultant"

LSA ASSOCIATES, INC., a California corporation

By: [Signature]  
Name: Robert H. McLam  
Title: President

By: [Signature]  
Name: JAMES BAUM  
Title: CRJ

"City"

CITY OF LONG BEACH, a municipal corporation

By: [Signature]  
Name: Anthony W. Bath  
Title: City Manager

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

ROBERT E. SHANNON, City Attorney

By: [Signature]  
Deputy

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

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EXHIBIT "A"  
SCOPE OF SERVICES  
[ATTACHED]



LSA ASSOCIATES, INC.  
20 EXECUTIVE PARK, SUITE 200 949.553.0666 TEL  
IRVINE, CALIFORNIA 92614 949.553.8076 FAX

BERKELEY  
CARLSBAD  
COLMA

FORT COLLINS  
PALM SPRINGS  
POINT RICHMOND

RIVERSIDE  
ROCKLIN  
SAN LUIS OBISPO

June 25, 2007

Ms. Amy Bodek  
City of Long Beach  
Project Development Bureau Manager  
300 West Ocean Boulevard  
Long Beach, CA 90802

Subject: Revised Scope of Services for Colorado Lagoon Improvement Project EIR

Dear Ms. Bodek:

LSA Associates, Inc. (LSA) is pleased to submit this scope of work to assist the City of Long Beach (City) staff with the successful development of a Master Improvement Plan and environmental clearance for efforts to improve existing conditions at the Colorado Lagoon (Lagoon). Our approach is based on review of project materials provided by the City, including:

- Colorado Lagoon Restoration Feasibility Study Final Report (Restoration Feasibility Study), Moffatt & Nichol, February 4, 2005;
- Water Quality Assessment Report, Kinnetic Laboratories, Inc., August 2004;
- Sediment Testing and Material Disposal Report, Kinnetic Laboratories, Inc. and Moffatt & Nichol, July 2004;
- Watershed Impacts Report, HDR/CGvL, July 2004;
- Tidal and Flood Hydraulics Study, Moffatt & Nichol, July 2004;
- Water Quantity Assessment, Basin Hydrograph, Moffatt & Nichol, July 2004;
- Special Status Species Considerations, Chambers Group, Inc., 2004;
- Habitat Assessment, Chambers Group, Inc., July 2004;
- Development and Evaluation of Restoration Alternatives, Moffatt & Nichol, November 2004; and
- Opportunities and Constraints Report, Moffatt & Nichol, September 2004.

LSA has assembled a team of well-qualified professionals to lead this effort, including the oversight of subconsultants. Mona De Leon, who previously managed the Long Beach Sports Park Master Plan and Environmental Impact Report (EIR), will be the Project Manager assisted by Laura Rocha as Deputy Project Manager for this work effort. Ms. Rocha is a planner with strong water quality experience on past projects. I will be the Principal in Charge of overseeing the preparation of environmental documentation for the proposed project. LSA Principal Biologist Art Homrighausen will provide oversight to the terrestrial and marine biological analyses. Lisa Williams, water quality and hazardous materials specialist at LSA, will provide oversight of the hydrology, water quality, and hazardous materials analyses aspects of the project. The LSA Team will act as an extension of City

staff for purposes of this scope of work, and we specify that communications between LSA, our subconsultant team members, and the City's legal counsel are privileged.

## **PROJECT APPROACH**

The project offers an opportunity to develop solutions to several key challenges that the City has faced at the Colorado Lagoon in a comprehensive manner. General goals of the work effort will be to develop solutions that address water quality and public health concerns, the restoration of biological habitat, and the improved use of the Lagoon for recreation activities. LSA proposes to utilize the earlier work efforts, particularly the Restoration Feasibility Study, as the basis for a Master Improvement Plan and EIR project description.

The project approach involves a collaborative effort among LSA, key City staff in several departments being coordinated by the Community Development Department, and the work of several technical subconsultants. In order to support this collaborative effort, the key components of the LSA Team approach will be:

- Strong project management;
- Proactive problem solving; and
- Quality control/quality assurance.

Ms. DeLeon will develop a project schedule in a format selected by the City (tabular format, MS Project, or other option). As Project Manager, Ms. DeLeon will remain in regular communication with all team members and update the schedule weekly. Also, it is proposed that weekly focused conference calls be scheduled between LSA and the City's Project Manager in order to identify critical path items and make necessary decisions to keep the project and schedule on track. Problem solving efforts will focus on technical issues as they arise, with key team members collaborating to brainstorm creative solutions as needed throughout the process. Quality control and quality assurance efforts include LSA Principal review of all work products as well as copy editing of all documents created by LSA. All work will be performed in accordance with the LSA Quality Control/Quality Assurance Manual.

As described above, the approach for this project involves two key tasks. The first is to assemble earlier and ongoing efforts into a comprehensive Master Improvement Plan for the Colorado Lagoon. The Master Improvement Plan will include the key recommendations of the Restoration Feasibility Study, figures, descriptions of the proposed improvements and anticipated benefits, and a generalized phasing approach based on anticipated funding. The Master Improvement Plan will represent the City's strategy for improving the Lagoon, and will be the project description for the CEQA document.

Upon completion of the Master Improvement Plan, an EIR will be prepared in accordance with the California Environmental Quality Act (CEQA) requirements to identify potential adverse and beneficial impacts of the proposed project and alternatives. It is proposed that an EIR will be prepared as the CEQA documentation for the project, based on the short-term and long-term effects of the needed improvements. In addition to the development of the Master Improvement Plan and the EIR, it is proposed that soil testing be conducted in order to characterize existing soil that may be disturbed in order to implement some of the plan proposals.

## **PROJECT UNDERSTANDING**

The City desires to improve the existing environmental conditions adjacent to and within the Colorado Lagoon. The Lagoon is situated on an approximately 42-acre site in southeast Long Beach. The facility is owned and operated by the City of Long Beach Department of Parks, Recreation, and Marine. Existing improvements include the Lagoon, a wetland and marine science education center, picnic area, and play equipment. The site is located in the Coastal Zone, and improvements are subject to a Local Coastal Development Permit.

The proposed project includes the restoration and remediation of the Colorado Lagoon in order to provide recreational and water quality benefits, intertidal and upland habitat, and enhanced educational opportunities. Currently, the Lagoon suffers from degraded water quality, poor intertidal circulation, and metals-contaminated sediment deposited over several years. In the past, bacterial concentrations within the Lagoon have caused the area to be regularly closed to public access. The purpose of the Colorado Lagoon Improvement Project is to improve the water quality and to restore the Lagoon's beneficial uses.

The LSA team will work closely with City staff and other team members to balance the competing beneficial uses that are being considered as the intended/permitted uses for the Colorado Lagoon. For example, one beneficial use is recreation, swimming in particular. Recreational uses are not always consistent with habitat uses, which typically have elevated bacteria levels associated with them. Balancing these goals would likely generate several design/use alternatives that will be examined in the Master Improvement Plan and in the EIR.

The key discretionary actions required to implement the project (and which will be addressed in the EIR) include approval of the following:

- Colorado Lagoon Master Improvement Plan (City of Long Beach)
- 404 Permit for fill of waters of the United States (Army Corps of Engineers [Corps])
- Section 1602 Permit for streambed alteration (California Department of Fish and Game [CDFG])
- De-watering Permit, Waste Discharge Permit, and Section 401 Water Quality Certification (Regional Water Quality Control Board [RWQCB])
- Local Coastal Development Permits (CDPs) (City of Long Beach; appealable to the California Coastal Commission [CCC])

The City Council approved the Restoration Feasibility Study for the project. Therefore, it is proposed that City actions (Master Improvement Plan approval, EIR certification, and right-of-way vacation) be subject to both Planning Commission review and City Council approval.

This scope of work includes the compilation and coordination of the Master Improvement Plan and the preparation of the CEQA documentation. Post-EIR efforts are addressed in a separate scope. Post-EIR implementation efforts include the CDPs for each individual project included in the Master Improvement Plan, and resource agency permitting (including Army Corps 404 Permit, CDFG Section 1602 Permit, and RWQCB approvals). The LSA Team proposes to work closely with City staff to coordinate with the responsible agencies for these approvals, beginning with or prior to the issuance of the Notice of Preparation (NOP). Coordination with responsible agencies is intended to



assist the City and the LSA Team in identifying key areas of concern to be addressed in the Master Improvement Plan and EIR, and to facilitate future permit processing with the affected agencies. LSA proposes to incorporate analyses needed for the permitting process into the EIR, to the extent that project information is available to do so, including an analysis of consistency with California Coastal Act goals and policies and an alternatives analysis to support the 404(b)(1) analysis application to the Corps.

## PROJECT TEAM

Preliminary plans and alternative implementation projects have been identified in the Restoration Feasibility Study-Final Report, based upon several years of study, public input and technical studies. Because much of the technical work has been initiated and in some cases completed, LSA proposes to use the technical consultant team that is currently active on the project including: Moffatt & Nichol Engineering and Kinnetic Laboratories, Inc. This will allow for continuity in the analyses and reduce inefficiencies in carrying out the EIR process. LSA proposes to add MBC Applied Environmental (MBC) for any further marine biology technical expertise and Mearns Consulting to perform reviews of the water quality study and the soil/sediment testing by Kinnetic Laboratories. Dr. Alex Horne has been added to the team to advise the team on water quality issues and assist in EIR write-up of technical reports relating to water quality and other ecological issues. The qualifications of the Team are included in Appendix C.

### Team Assignments

The work allocation among the Team members is as follows:

Project Component		Responsibility
Master Plan Assistance		Moffatt & Nichol, LSA with Horne and MBC Advising
Soil Sampling		Kinnetic Laboratories with Moffatt & Nichol Advising
EIR Preparation		LSA, Moffatt & Nichol, MBC, Horne, Mearns
• Hydrology/Water Quality		Moffatt & Nichol, LSA with Horne Advising
• Hazards and Hazardous Materials		Kinnetic Laboratories, Moffatt & Nichol, LSA with Mearns Advising
• Biological Resources		LSA with Horne and MBC Advising
<ul style="list-style-type: none"> <li>• Traffic</li> <li>• Cultural Resources</li> <li>• Noise</li> <li>• Air Quality</li> <li>• Aesthetics</li> <li>• Land Use</li> <li>• Mineral Resources</li> <li>• Cultural Resources</li> </ul>	<ul style="list-style-type: none"> <li>• Recreation</li> <li>• Geology-Soils</li> <li>• Population and Housing</li> <li>• Public Services and Utilities</li> <li>• Response to Comments</li> <li>• Findings and Resolutions</li> <li>• NOP and EIR Distribution, including mailing labels</li> </ul>	LSA
Public Hearings, NOP Scoping Meeting, Community Meetings		Moffatt & Nichol and LSA

## **TASK 1: PREPARATION OF THE MASTER PLAN**

### **TASK 1.1: COMPLETION OF MASTER IMPROVEMENT PLAN/PROJECT DESCRIPTION FOR EIR PURPOSES**

There are several different components of the proposed Colorado Lagoon Improvements project, many of which are provided as choices among alternatives. These components are included in the *Colorado Lagoon Restoration Feasibility Study Final Report* (Moffatt & Nichol, 2005).

Implementation of all these components constitutes an implementation plan or master plan, while each component is designed such that it could be implemented individually as funding becomes available. Proposed options for some of the tasks will be evaluated for consistency with project objectives stated in the EIR, which may include improved water quality, preservation of existing recreational uses, biological restoration, and aesthetic enhancement.

The Master Improvement Plan will include a description of the selected improvements, as agreed upon by the City, and a priority schedule for implementation based on anticipated funding. The Master Improvement Plan will identify project-level and programmatic level improvements to be evaluated according to the level of detail in the EIR. The proposed projects will be mapped, and the anticipated benefits of each proposed improvement will be identified. A revegetation concept will be prepared for the project by LSA and incorporated into the Master Improvement Plan.

In addition to the Master Plan components described below, the City is implementing enhanced maintenance and repair activities. The maintenance and repair activities will be considered as part of the project setting. These activities include cleaning and maintaining trash racks and tide gates at the ends of the culvert. In addition, project features will be identified as elements of the project, including programs such as trash management and bird management (Alternatives 15 and 16 in the Feasibility Study).

Each of these Master Plan components is summarized below.

#### **Task 1.1.1: Culvert Improvements**

(“Alternative 1a” from the feasibility study [Moffatt & Nichol, 2005])

- Remove sediment and marine growth from within the culvert.
- Remove the rock sill on the Marine Stadium end.
- Remove the structural sill within the culvert on the Colorado Lagoon end (if it does exist).

#### **Task 1.1.2: Open Channel Plus Existing Culvert**

(“Alternative 1c” from the feasibility study [Moffatt & Nichol, 2005])

- Construct an open channel between Colorado Lagoon and Marine Stadium, through Marina Vista Park. Several optional locations will be evaluated, including parallel to the existing pipe, along streets, and replacing the existing pipe with a larger size box culvert.
- Construct bridges over open channel – one along Colorado Street and one along Elliot Street.
- Retain usage of existing culvert.

### **Task 1.1.3: Storm Drain Treatments**

(“Alternative 12” from the feasibility study [Moffatt & Nichol, 2005])

- Construct low flow and stormwater first flush diversions to the County’s sanitary sewer system for three Colorado Lagoon storm drains; includes installation of underground piping network and wet well storage basin and pumping station within existing golf course area.
- Install trash separation devices on the discharge ends of four Lagoon storm drains (the three to be diverted plus one additional storm drain).
- Install catch basin filters upstream along one Lagoon storm drain.

### **Task 1.1.4: Bio-Swales**

(“Alternatives 11 and 7a” from the feasibility study [Moffatt & Nichol, 2005])

- Construct a bio-swale along the golf course fence line and Lagoon access road and parking lot.
- Modify two small storm drains that currently discharge into the Lagoon’s northern arm to be rerouted into the new golf course fence line bio-swale.
- Construct bio-swales at the ends of three other “local” storm drains that discharge into the western arm of the Lagoon.

### **Task 1.1.5: Sediment Removal (Western Arm and Central Area)**

(“Alternatives 2 and 3” from the feasibility study [Moffatt & Nichol, 2005])

- Remove the contaminated sediment in the western arm and central area of the Lagoon, as delineated by the pedestrian foot bridge, and between the pedestrian foot bridge and the culvert.
- Identify dredge removal mode and route, and dredge material destination.

### **Task 1.1.6: Lagoon Slope Recontouring and Revegetation**

(“Alternatives 5b and 6” from the feasibility study [Moffatt & Nichol, 2005])

- Recontour (flatten) Lagoon side slopes along: a) a section of the eastern shore, b) the tip of the north arm, and c) most of the western arm, including the sandy beach area along the southern shore of the Lagoon’s west arm to the west of the lifeguard station.
- Remove nonnative vegetation and install native vegetation. The Lagoon areas to be modified are the:
  - West arm – western shore
  - West arm – eastern shore
  - North arm – northern tip
  - Eastern shore
  - Southern shore

### **Task 1.1.7: North Shore Reconfiguration and Island**

(Modified “Alternative 7c/d” from the feasibility study [Moffatt & Nichol, 2005])

- Move back golf course fence line into existing golf course area.
- Move, narrow, or eliminate the Lagoon access road off 6th Street.
- Move, decrease size of, or eliminate the north shore parking lot.
- Construct sand dune along north shore.
- Construct island in western arm.
- Install vegetated buffer/berm along golf course fence line.

### **Task 1.1.8: Perimeter Trail, Viewing Platforms, Rebuilt Pier**

(“Alternative 14b” from the feasibility study [Moffatt & Nichol, 2005])

- Construct walking trail around the Lagoon’s perimeter, except for along the western arm and a section of the eastern shore.
- Construct walking trail along new open channel between Colorado Lagoon and Marine Stadium.
- Construct overlooks/kiosks along perimeter trail.
- Repair/construct pier and viewing platform in western arm just west of lifeguard station.

### **Task 1.1.9: Flood Dike**

(“Alternative 9” from the feasibility study [Moffatt & Nichol, 2005])

- Construct sand dike (approximately 200 ft long) along southeastern shore of the Lagoon in order to achieve some flood control benefits.

### **Task 1.1.10: Modified Sand Nourishment Protocol**

(“Alternative 17b” from the feasibility study [Moffatt & Nichol, 2005])

- Modify the City’s current practice of importing sand for beach fill at the Lagoon in order to limit sediment fill of the Lagoon. Options include limiting sand nourishment to specific areas such as the south shore swimming area east of the foot bridge.

### **Task 1.1.11: Community Involvement**

LSA will work with City staff on information distribution and community involvement in developing the Master Plan/EIR Project Description. The City will take the lead in these meetings and will be assisted by LSA and Moffatt & Nichol, on and as-needed basis. As previously discussed, there are use issues and design issues which will need to be further refined by the team to be able to provide a sufficient project description for the EIR, and to provide a plan for the City to act upon after EIR certification. Development of a Master Plan with public input will provide project detail, as is appropriate for each component based upon information and studies already available, which can then

be analyzed in the EIR. The process of gaining consensus on the project details and developing the Master Plan will be accomplished through several meetings with community and public interest groups. As many as four community involvement meetings are specified. The strategy and content of these meetings will be developed in close consultation with, and at the direction of, City staff. These meetings may include outreach to groups and individuals interested in assisting with the data collection aspect of the project. LSA and Moffatt & Nichol will provide technical support, graphic materials, maps, and PowerPoint presentations, as necessary.

## **TASK 2: LAGOON/CHANNEL SOIL SAMPLING**

This task will be completed by Kinnetic Laboratories, Inc.

Two routes had been considered for creation of an open channel between Colorado Lagoon and Marine Stadium. The existing conduit will remain unchanged. One route would run just to the west and parallel to the existing conduit. The second route would follow this same location for approximately 150 feet (ft) as it leaves Colorado Lagoon and crosses the road. At that point, the channel would turn to the west and run along the road until it again intersects the first alignment and follows that alignment for the next 200 ft to Marine Stadium.

The first, straight route will be roughly 900 ft in length and would require excavation of approximately 10,000 cubic yards (cy) of soil. The second route is roughly 1,200 ft in length and would require excavation of approximately 12,000 cy of soil.

Other alignments for the proposed open channel may be considered, as noted earlier. All of the route options would be evaluated against project objectives related to water quality, recreation, biological resources, and aesthetics.

Three options are being explored for disposal of the soils. These include reuse in the park, utilization in the reconfiguration of Colorado Lagoon, or upland disposal at the Port of Long Beach.

A Sampling and Analysis Plan (SAP) will be developed prior to initiating the field effort. This plan will provide detail on the exact location of each proposed sampling site, sampling and compositing procedures, sample storage, analytical methods and quality assurance procedures. Upon approval of the SAP by one or more potentially responsible agency (to be described below), the field sampling portion of the work will be completed. A Technical Memorandum will then be developed that provides an evaluation of the chemical suitability for reuse or disposal of the excavated soils according to the three options under consideration.

The general strategy will be to take an adequate number of samples along each route to assure that the soils are representatively sampled throughout each candidate alignment. A compositing scheme will then be used to reduce the number of chemical analyses and to screen for the contaminants of concern. All individual core samples will be archived such that further testing could potentially be conducted to isolate a hot spot if the results of the analysis of any one of the composite samples are elevated.

Samples will be taken at intervals of approximately 150 ft along each candidate route. This will result in six cores along the first, linear route and eight cores along the meandering pathway. Hand coring methods will be used to obtain samples from the surface to the project depth of 10 to 12 ft. Soil samples from each of the cores will be thoroughly mixed and placed in glass jars for further subsampling and archival purposes. Archives of soil samples will be maintained for each core for six months.

For screening purposes, two composite samples will be developed for each half of each candidate channel route. This will result in composites comprised of three cores for each half of the linear route and four cores for composites from each half of the meandering channel route.

The composite soil samples will be analyzed for particle size, pH, total recoverable petroleum hydrocarbons, total metals, chlorinated hydrocarbons, polynuclear aromatic hydrocarbons, and PCBs.

In the event that concentrations of any contaminants exceed trigger levels, additional testing should be conducted to evaluate whether the soils contain soluble fractions at concentrations of concern. Three separate methods would be used for each soil sample to assess soluble concentrations of the contaminant of concern. These will include the State of California, Title 22 Waste Extraction Test (WET), the modified WET (DI-WET) which uses deionized water as an extractant, and the Toxicity Characteristic Leaching Procedure (TCLP) described in EPA Method 1311. Each of these procedures uses discrete extraction conditions at different pH conditions and will yield varying results.

SAP requirements may be affected by a variety of factors, including resource agency involvement/review, alternatives selected for disposing of soil and sediment to be removed, and ultimate use of these soil materials within the lagoon itself. LSA will work with Kinnetic Laboratories to help further define SAP review protocols to determine whether or not outside review is necessary. However, at this point in development of the lagoon restoration program, two alternatives are available for disposition of soils; either remove soils for off-shore disposal or land-side disposal, or utilize soils in the lagoon to create lagoon features (e.g. habitat island, shoreline enhancements or some other feature needing soil import). Depending on the desired disposal methods and/or final enhancement plan components which might use the soil, various agencies may be consulted prior to testing. Although such consultation would be optional, it may be prudent to involve other agencies such as EPA, the Army Corps of Engineers, Port of Long Beach, and the Regional Water Quality Control Board, depending upon final enhancement plan alternatives selected and soil disposition method selected. Not bringing in these other agencies for review of the SAP could lead to delays in project implementation and/or re-testing prior to soil disposition.

The costs of any additional extractions and chemical analyses not specified above, or which may result from resource agency review of the SAP, are not included in this estimate since it is impossible to predict what additional tests, if any, may be necessary. Nonetheless, there is no reason to expect that contaminants would be present within this area at concentrations that would require further testing to determine if the material should be considered a hazardous waste.

### **TASK 3: PREPARATION OF EIR**

LSA will review and utilize the extensive work already performed for restoration of the Colorado Lagoon, prepared by other LSA Team members and prepared by other consultants. The preparation of the EIR, the Initial Study, and Notice of Preparation will be based on existing technical reports and project study reports to the extent possible to avoid additional expenditure of time and money. Limited studies are needed to complete the documentation necessary for the EIR, and are included below within this scope of work and budget. The project to be analyzed will be based on the project and project alternatives described in the Restoration Feasibility Study-Final Report, to be refined by the City in a community-based process to further define and/or select project components for implementation. This refinement process will take the various implementation alternatives from the Feasibility Study to create a project description for the EIR and can be used to develop a Master Improvement Plan. Elements of the Master Improvement Plan that can be analyzed at a project construction level will be thoroughly analyzed. Should some project components be only ripe for study at a conceptual level, LSA will inform the City and decisions can be made to either provide more detailed investigation or to rely on later environmental review. Therefore, the EIR may be written at a project construction-level for some components and at a programmatic level for other components. LSA will analyze the CEQA clearance strategy for each component and provide a recommendation to the City for evaluation and direction. The City will make the final determination of the CEQA strategy for the project.

#### **TASK 3.1: INITIAL STUDY/NOTICE OF PREPARATION/SCOPING MEETING**

LSA will use the project description prepared in Task 1 to prepare a project description to be analyzed in a Draft Initial Study/Notice of Preparation (IS/NOP), to be prepared for City review. The IS/NOP will include a brief description of the project, identify the process for completing the EIR, and describe environmental issues to be analyzed in the EIR. As part of the Initial Study, LSA will provide analysis for each topic in the CEQA Environmental Checklist (Guidelines Appendix G) and will provide documentation of the reasons for dropping certain environmental effects from further analysis in the EIR. The IS/NOP will fully explain the potential environmental effects of the project and which effects might be significant.

LSA will submit the document to City staff for review and comment. After receiving consolidated comments on the Draft IS/NOP from City staff (scope assumes one set of non-conflicting consolidated comments), LSA will revise the document and prepare a final IS/NOP reflecting the comments. It is anticipated that two rounds of review of the IS/NOP will be needed.

Once the document is approved by the City, LSA will be responsible for copying and distributing the IS/NOP. A mailing list developed by LSA, with City staff input, (1,000 ft radius from boundaries of the Lagoon project area, street closure and golf course) will be used. Responsible, Trustee and other public agencies will be included in the distribution, to be identified during preparation of the IS/NOP.

LSA will attend a scoping meeting that will be held at the City's discretion during the IS/NOP review period. Subsequent to closure of the 30-day IS/NOP review period, LSA will prepare a brief summary of issues raised by public agencies, as well as residents and business owners, during the IS/NOP review period. As part of this summary, LSA will identify issues that are applicable for incorporation into the EIR and determine whether any additional analysis outside this scope of work is required for the EIR.

## **Anticipated Environmental Issues and Content**

Based upon the Initial Study process, described above in Task 3.1, the issues below will receive full treatment in the EIR, or will be dropped from further analysis. The Initial Study will fully document the rationale for any environmental topic not brought forward for EIR analysis.

## **Hydrology, Water Quality and Coastal Impacts**

The primary objective of the project is water quality improvement of the Colorado Lagoon. Technical analysis of each element of the Master Improvement Plan will be required (including the open channel), along with the technical feasibility of achieving the water quality goals of the project (i.e., to improve water quality to such an extent that the Lagoon is no longer listed as impaired on the State's 303(d) list of impaired water bodies). Analysis of the variables and combinations of best management practices BMPs (site design and treatment) will not only be included in the EIR, but will actually provide the basis for detailed elements the Master Improvement Plan. LSA in conjunction with all the technical consultants will prepare this analysis and highlight the specific project design features and the hydrologic, water quality impacts they addressed.

## **Biological Resources**

One of the stated goals of the improvements to the Lagoon is to provide upland and shore habitat opportunities. Depending on the approach for accomplishing this goal and its feasibility, impacts and possible project offsets will be evaluated in the EIR and technical studies. In addition, each use category and all phases of construction in the Master Improvement Plan will be analyzed for impacts to biological resources and appropriate mitigation will be evaluated in the EIR, if necessary.

LSA biologists will survey the entire property to document and map general biological resources. The results of the field studies will be summarized in a report. Vegetation communities will be mapped according to the Holland Vegetation Community Classification System. LSA biologists will conduct database research to assist in identifying sensitive species that could occur in the project vicinity. The results of the database search, along with other information obtained by LSA, will be summarized in a table that will address the likelihood for any listed sensitive species to occur within the subject property.

The report will address the resources present on the property, the relative sensitivity of any resources, proposed impacts to biological resources (including jurisdictional waters), and potential mitigation requirements for impacts to resources for each proposed alternative. Budget for this proposal does not include any focused surveys for federally, State, or locally listed floral and faunal species. If the results of the survey indicate the need for focused surveys, additional budget will be required to conduct focused surveys.

LSA will submit the draft biological resources report to the City in electronic format for review. Upon completion of review by the City, LSA will incorporate appropriate comments and finalize the report.

Based on the results of the biological resources survey and the agreed-upon Master Improvement Plan, a revegetation concept for the project will be developed for inclusion in the Master Improvement Plan and the EIR.



## **Wetlands Delineation**

LSA will complete a wetland delineation according to the 1987 Corps Wetlands Delineation Manual, the currently accepted federal methodology and in accordance with the *Suggestions for Preparing a Wetland Delineation Report for the California Coastal Commission* (Vanessa Metz & John Dixon, 10-16-06). This scope of work is for routine delineation methods tailored to the site characteristics. Data on the three parameters that are used to identify wetlands will be recorded on wetlands data sheets. Concurrently, LSA will also complete a delineation of other jurisdictional "waters of the U.S." according to current Corps standards.

In addition, LSA will identify potential CCC wetlands, as defined by the CCC Administrative Regulations [Section 13577 (b)], which state:

*Wetlands are lands where the water table is at, near, or above the land surface long enough to promote the formation of hydric soils or to support the growth of hydrophytes, and shall also include those types of wetlands where vegetation is lacking and soil is poorly developed or absent as a result of frequent or drastic fluctuations of surface water levels, wave action, water flow, turbidity or high concentrations of salt or other substance in the substrate. Such wetlands can be recognized by the presence of surface water or saturated substrate at some time during each year and their location within, or adjacent to, vegetated wetlands or deepwater habitats.*

Finally, LSA will determine whether any streambed and associated riparian areas are subject to review by the CDFG.

A draft delineation report will be submitted to the City for review prior to submission to the resource agencies. LSA will submit the updated delineation to the resource agencies (i.e., Corps, CDFG, and CCC) for verification, if requested. Also provided in the budget is attendance at a field review with the resource agencies for verifying the delineation and for making minor adjustments to the delineation as directed by the resource agencies. *Note that all findings should be considered preliminary until verified by the resource agencies.*

## **Aesthetics**

Because the Lagoon is an active outdoor recreation area including a golf course and swim beaches, the look of the improvements is an important element of the project. While many of the proposed improvements are remedial in nature, the expectation is that the post project condition would improve the aesthetic of the Lagoon and related elements. The aesthetic impacts including views of the improvement areas from the golf course, the residential area and street will be analyzed and appropriate mitigation or mitigation options explored.

## **Recreation**

The Colorado Lagoon is situated on an approximately 42-acre site in southeast Long Beach. The facility is owned and operated by the City of Long Beach Department of Parks, Recreation, and Marine. Existing improvements include the Lagoon, a wetland and marine science education center, picnic area, and play equipment. The Colorado Lagoon provides recreational opportunities, including

swimming, bird watching and wildlife observation, picnicking, model boat building, and a destination for walking and exercising. The effects of the proposed project improvements on the availability, use, and enjoyment of these activities will be evaluated in the EIR. In addition, the project site is adjacent to Marina Vista Park, which has sports fields and other recreational amenities. The potential of the Master Plan components to impact the availability, use, and enjoyment of Marina Vista Park will also be evaluated.

### **Cultural and Scientific Resources**

An archaeological and historical records review and literature search will be conducted to identify any previously recorded cultural resources (archaeological sites or historical buildings/structures/objects) within the project area. Subsequent to the records search, a cultural resources survey will be conducted. This proposal assumes negative findings due to: (1) the site is characterized by fill rather than native soil; and (2) there are no buildings or equipment on site that are 50 years old or older. If previously recorded cultural resources are present within the project area, they will be relocated through fieldwork, and existing documentation will be updated on Department of Parks and Recreation Series 523 forms (DPRs). If previously unrecorded resources are identified, they will be recorded/evaluated. This proposal includes a site survey and assumes negative findings. If any resources require documentation, additional budget will be required.

A paleontological literature search will be conducted to identify any previously recorded paleontological resources within the project area. Subsequent to the literature search, a survey will be performed at the same time as the archaeological survey by a professional trained in both disciplines. This scope and budget assume negative findings.

The findings of both the cultural and scientific resources studies will be incorporated into the EIR, and any applicable mitigation measures (such as monitoring during grading) will be included.

### **Geology and Soils**

LSA will summarize the site's potential for geologic impacts based on the geotechnical information available in the City's General Plan, project plans and information provided by Moffatt & Nichol, and other relevant environmental documentation. The discussion will focus on the proposed site preparation and grading. Since the proposed project components do not include new structures or buildings, seismic concerns and soil conditions of the site are of limited concern.

### **Public Services and Utilities**

Information from the project engineer will be used to address the potential of the project to impact existing utility and service systems.

### **Agricultural Resources, Mineral Resources, and Population and Housing**

Given the project location in an urbanized setting and the existing proposed use of the site for public recreation, no impacts are anticipated for these environmental topics. The project site is not designated farmland, and no existing housing or business will be relocated to accommodate project

implementation. Since the project will not result in the construction of new homes or the establishment of new businesses that would attract new employees to the City, no population growth impacts are expected. Therefore, LSA will describe the existing conditions and provide a limited assessment of the impacts of the project to these resources. This analysis will be based on existing information contained within the City's General Plan Elements and other applicable City policies, as well as Natural Resources Conservation Service (NCRS) data and any previous environmental analysis relevant to the project site.

### **Traffic and Parking**

The Colorado Lagoon provides recreational opportunities as described above. It is not anticipated that the proposed Master Improvement Plan will substantially alter the nature or availability of these recreational resources; therefore, no notable changes to existing traffic conditions are anticipated, and this scope of work does not include a traffic impact analysis. In the event that improvements for biological, water quality, or aesthetic enhancement could alter the number of parking spaces currently available at the site, the EIR will address the potential impacts of any proposed loss of parking. Existing parking conditions at the site will be characterized through on-site parking surveys to be conducted by City staff per a parking study protocol provided by LSA.

### **Noise**

LSA will prepare an impact analysis based on the components Master Improvement Plan and updated project and cumulative traffic conditions. The project is not expected to generate excessive noise in its operational phases. LSA will address construction noise. The Noise impact analysis in the EIR will be written to include analysis of (1) construction noise, and (2) updated traffic related/project generated noise. The noise impact analysis will be provided in the EIR and not as a separate technical report.

### **Air Quality**

A technical memorandum will be prepared to calculate construction emissions and operational emissions. LSA will prepare air quality emission projections for operational activities based upon updated traffic analysis findings for the revised project and updated cumulative projects. Grading and construction emissions will be calculated based upon grading estimates and construction equipment/duration estimates provided by Moffatt & Nichol.

LSA will provide analysis of the project's contribution to green house gases (primarily carbon dioxide) including a discussion of the theory of global warming, as required by recent case law and the passage of Assembly Bill 32, the Global Warming Solutions Act of 2006.

### **Alternatives**

LSA will draft the alternatives analysis to address CEQA requirements. Alternatives will be considered which are relative to the project objectives and the ability of the selected alternatives to avoid or reduce significant impacts associated with the proposed project. Alternative site designs will be assessed based upon the extensive work already accomplished by the City and Moffatt & Nichol in

the Colorado Lagoon Restoration Feasibility Study-Final Report and the earlier Opportunities and Constraints Report. Review of these reports indicates that the City has undertaken a years-long study of alternatives already. Extensive technical data and a complex decision process has eliminated several infeasible alternatives and has led to the Council selection of a preliminary plan, with several alternatives imbedded within the plan itself. LSA, with assistance from Moffatt & Nichol and Dr. Alex Horne, will vet the alternatives selection process done to date and develop one or two design alternatives for further analysis in the EIR, based primarily on available information and studies available from the previous lagoon planning efforts. The alternatives developed for the EIR will reflect probable alternatives required for the Army Corps 404(b)(1) alternatives analysis. By including such analysis in the EIR, anticipating the analysis to be required in the 404(b)(1) analysis, much of the work done for the EIR can be used later in the wetlands permitting process. It is anticipated that no off-site alternatives are available due to the lagoon-specific objectives of the proposed improvement program.

### **Cumulative Impacts**

Analysis of cumulative impacts will be included based upon an updated list of related or proximate projects in the watershed of the Lagoon. Golf course redesign, closure of Sixth Street and related projects will be assessed as appropriate for each resource topic. LSA will work with City staff to assemble a current list of proposed relevant projects, projects approved but not yet complete, and reasonably foreseeable related projects.

The cumulative impact analysis will indicate the geographic scope of the cumulative study area for each topic, and there may be a different list of relevant projects for each resource area.

### **Growth-Inducing Impacts**

The project does not influence or affect growth or variables related to growth due to its remedial nature. This topic will be explained in the Initial Study and is not expected to be carried forward in the EIR.

### **Significant Irreversible Environmental Change**

LSA will provide a summary of significant impacts, mitigation to reduce these impacts, and a conclusion for each impact regarding whether or not significant impacts are reduced to a level of insignificance.

### **Mitigation Monitoring Program**

LSA will provide a Mitigation Monitoring Program, including all proposed mitigation measures, timing, and party responsible for implementation.

### **Executive Summary**

Provide an Executive Summary for the second screencheck draft EIR.

### **TASK 3.2: SCREENCHECK AND DRAFT EIRS**

LSA will prepare five copies of a Screencheck EIR for review by the City. The document will contain all applicable environmental components required by CEQA, including introduction, background, project description/characteristics, discretionary approvals, setting, impacts and mitigation measures, growth inducement, alternatives, references, persons consulted, and EIR preparers. The Screencheck EIR that is submitted to the City will not include an Executive Summary Section or Mitigation Monitoring Program, so as to save time on the schedule and avoid redundant reviews. After the City's initial review and approval of the Screencheck is accomplished, a second Screencheck document, with the Executive Summary and Mitigation Monitoring Program included, will be provided to the City for final review prior to Draft EIR circulation.

LSA will provide a pre-print version of the Draft EIR to the staff for a limited final review prior to printing the Draft EIR. The purpose of this review will be to ensure that the City is satisfied with the new and revised text. At the pre-print stage, no substantive changes to technical analyses or EIR conclusions are provided for in the schedule or budget.

Prior to completion of the Draft EIR, LSA will work with the City to compile the distribution list, and will prepare a draft Notice of Completion for City review and signature. Concurrent with preparation and printing of the Draft EIR, LSA will prepare mailing envelopes and certified mail forms, and will transmit all copies. LSA will utilize a delivery service or Federal Express to ensure that State Clearinghouse copies (15 copies) are clocked in on schedule. If necessary, LSA Sacramento (Rocklin) staff will deliver copies directly to the Clearinghouse in order to meet the proposed schedule.

LSA will print and distribute up to 120 copies (a combination of CDs and hardcopies) of the Draft EIR to the agencies, groups, and individuals on the distribution list. Twenty copies for the City's use will be delivered to City Hall. LSA will deliver up to three copies of the EIR to libraries or other locations specified by the City.

The Notice of Completion/Availability of the Draft EIR will be provided to the City for the City's placement in one general circulation newspaper.

### **TASK 3.3: FINAL EIR**

#### **Response to Comments/Proposed Final EIR**

As comments on the Draft EIR are received during the public review period, LSA will prepare responses to those comments. City assistance is specified in this task. The responses will be assembled into the response to comments component of the Final EIR and submitted to the City for review. Because the extent of public and agency comments is not known at this time, it is extremely difficult to accurately predict the level of effort necessary to respond to those comments. A maximum of 100 LSA professional level staff hours is specified for this task. Should additional time be necessary to prepare responses to comments, a budget adjustment may be necessary.

Following City review of responses to comments, LSA will prepare a proposed Final EIR, which will consist of responses to comments and supporting appendices material, as well as any modifications that may need to be made to the Draft EIR document, specified to be accomplished through preparation of an errata, if deemed necessary by mutual agreement of LSA and the City. A revision of

the Draft EIR that incorporates corrections/modifications resulting from the responses to comments is not provided for in this scope of work and budget.

### **EIR Resolution, Findings, and Statement of Overriding Considerations**

LSA will prepare certification documents for the City. In addition to the Final EIR, certification documents include (1) Council and Planning Commission Resolutions, including the MMRP; (2) Findings of Fact; and (3) Statement of Overriding Considerations (if necessary) for any identified significant unavoidable adverse impacts.

### **Notice of Determination (NOD) Filing and Fish and Game Fees**

LSA will prepare and file a Notice of Determination (NOD) with the County Clerk. The City shall provide a check for \$2,500 plus any filing fees to be submitted to the County Clerk with the NOD.

## **TASK 4: PROJECT MANAGEMENT AND ATTENDANCE AT MEETINGS**

This task represents an active project management role and includes attendance at various project meetings and coordination with agencies and interested parties. The project management role provides a mechanism to ensure that there is adequate exchange of information during project start-up and preparation of the EIR. This task includes notifying the client of problems as they may be encountered and working expeditiously to resolve them. Important elements of this task will be to maintain the project schedule, oversee the budget, and coordinate efforts with other consultants. To facilitate dissemination of information, LSA's Project Manager will maintain ongoing verbal and e-mail communication with City staff.

Communication and coordination with City staff will also be critical to the successful completion of the EIR, since the City will be the Lead Agency under CEQA. LSA proposes to work through the City of Long Beach to maintain open communication with City staff and to work closely as a team to ensure that the environmental document reflects City direction.

The following is a breakdown of LSA's attendance at periodic project team meetings and public meetings during the environmental review process as described in Tasks 1 through 3 above. The budget anticipates attendance by one or two LSA staff persons at each meeting. Community meetings, the kickoff meeting and several progress meetings will also be attended by Moffatt & Nichol staff, as necessary. During the environmental documentation process, LSA will monitor the number of meetings our team members attend to determine actual compliance with this estimate. Any additional meetings beyond those identified below will be with the approval of the City.

<b>Meeting Type</b>	<b>Quantity</b>
Project Start-up/Kickoff	1
Scoping Meeting	1
SCEIR Review Meeting	2
Project/Progress & 4 Community Meetings	14
Public Hearings (PC & CC)	2
<b>Total</b>	<b>20</b>

We are looking forward to working on this exciting project. Should you have any questions about this scope of work and budget, please do not hesitate to call me at (949) 553-0666.

Sincerely,

**LSA ASSOCIATES, INC.**

Rob Balen  
Principal

Attachments: A: Fee Estimate  
B: LSA Standard Contract Provisions  
C: Qualifications

**ATTACHMENT A**  
**FEE ESTIMATE AND SCHEDULE**



## FEE ESTIMATE AND SCHEDULE

LSA proposes to accomplish the tasks described in this proposed scope of work for an estimated fee of \$485,289, including reimbursable expenses. Please see the table below for a task/consultant breakdown of this budget. This amount will not be exceeded without your authorization.

<b>Task No.</b>	<b>Task</b>	<b>Budget</b>
<b>1.0</b>	<b>Preparation of the Master Plan</b>	
1.1	Completion of Master Improvement Plan/Project Description for EIR Purposes	
1.1.1	Culvert Improvements	\$ 5,700
1.1.2	Open Channel Plus Existing Culvert	\$ 4,000
1.1.3	Storm Drain Treatments	\$ 4,000
1.1.4	Bio-Swales	\$ 4,000
1.1.5	Sediment Removal (Western Arm and Central Area)	\$ 4,000
1.1.6	Lagoon Slope Recontouring and Revegetation	\$ 4,000
1.1.7	North Shore Reconfiguration and Island	\$ 4,000
1.1.8	Perimeter Trail, Viewing Platforms, Rebuilt Pier	\$ 4,000
1.1.9	Flood Dike	\$ 3,000
1.1.10	Modified Sand Nourishment Protocol	\$ 4,000
1.1.11	Community Involvement	See Task 4.0 below
	<i>Subtotal for Task 1</i>	<i>\$ 40,700</i>
<b>2.0</b>	<b>Lagoon/Channel Soil Sampling (Kinnetic Laboratories)</b>	<b>\$ 32,200</b>
	<i>Subtotal for Task 2</i>	<i>\$ 32,200</i>
<b>3.0</b>	<b>Preparation of EIR</b>	
3.1	Initial Study/Notice of Preparation/Scoping Meeting	\$ 16,500
3.2	Screencheck and Draft EIRs	
	LSA	\$ 180,000
	Mearns	\$ 9,000
	Alex Horne	\$ 5,000
	MBC Applied	\$ 5,000
	Moffatt & Nichol*	\$ 67,800
3.3	Final EIR	\$ 27,500
	<i>Subtotal for Task 3</i>	<i>\$ 310,800</i>
<b>4.0</b>	<b>Project Management/Meeting Attendance</b>	
	Project Management/LSA	\$ 20,000
	Meeting Attendance/LSA	\$ 35,000
	Project Management/ Moffatt & Nichol	\$ 8,256
	Meeting Attendance/Moffatt & Nichol	\$ 21,333
	<i>Subtotal for Task 4</i>	<i>\$ 84,589</i>
	<b>Reimbursables</b>	<b>\$ 32,000</b>
	<b>TOTAL</b>	<b>\$ 500,289</b>

\* Includes additional water quality modeling

All fees are for LSA unless specified otherwise, with the exception of the Master Improvement Plan, which represents \$16,000 in LSA fees and \$24,700 in Moffatt & Nichol fees. Fees are charged on an hourly basis, consistent with LSA's Schedule of Standard Contract Provisions and Billing Rates provided in Attachment B. Please note that the fee estimate above assumes that the soil testing and analysis and peer review of other technical work will indicate that a Health Risk Assessment (HRA) is not required for the project and that further biological and hazardous waste studies are not required. Should it be determined that additional biological, hazardous waste, and/or HRA studies are required, they will be subject to additional scope and budget. Completion of any permitting packages for proposed impacts to jurisdictional waters are not included in this scope. In addition, this estimate does not include field assessment beyond routine Corps field methods, such as extended hydrology monitoring, or other extra efforts that the CCC might require.

Reimbursable expenses include photocopying, postage (including certified mail for distribution to public agencies), and mileage, as well as contract services for preparation of the radius map and mailing list. It is assumed that approximately 120 hard copies of the NOP and approximately 120 copies (mix of CDs with Executive Summary and full hard copy) of the Draft EIR will be required for distribution. Reimbursable expenses will be charged per the attached standard contract provisions. Direct expenses for mileage and meals will be billed on a pass-through basis. Copying and materials will be billed on a cost-plus-10-percent basis. This fee is based on past experience of the level of effort needed to complete the CEQA process. LSA will aggressively identify strategies for reducing the overall work effort while maintaining the client's objectives and the legal adequacy of the work products.

## **SCHEDULE**

The LSA team will work closely with City staff to develop and implement an agreed-upon schedule with milestone dates for key deliverables. It is expected that City staff will review all key deliverables, including the Master Improvement Plan, the NOP, and the Screencheck EIR. The estimated review turnaround time is approximately 3 weeks for each deliverable to the City that will require multidepartmental review.

It is anticipated that the project will be initiated in August 2007 and that the EIR would be certified in May 2008. The City, LSA, and Moffatt & Nichol will work to define the proposed Master Improvement Plan as the first step in the process. The biological assessment and wetlands delineation can be initiated during the planning process. Once the Plan has been agreed upon, the soil sampling and NOP preparation can occur concurrently. The Screencheck EIR will take approximately 3 to 4 months to prepare. The Draft EIR will be circulated for a 45-day review period, after which the response to comments effort will be completed and the certification hearings will be held. It is anticipated that there will be numerous community meetings throughout the process, and the health experts on the team will be brought in to assist as needed.

**ATTACHMENT B**

**LSA 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.

### **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 2006

Job Classification							Hourly Rate Range*
Planning	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$125-250
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$75-175
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resources Manager	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$65-160
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist	Cultural Resources Manager	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$50-125
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$50-90
<b>Field Services</b>							
Field Director							\$50-100
Senior Field Crew/Field Crew							\$35-75
<b>Office Services</b>							
Research Assistant/Technician							\$25-50
Graphics							\$70-105
Office Assistant							\$40-75
Word Processing/Technical Editing							\$60-90

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

**LSA IN-HOUSE DIRECT EXPENSES**

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



# ATTACHMENT C QUALIFICATIONS

## **LSA STAFF QUALIFICATIONS**

LSA offers the City of Long Beach a strong team of talented and experienced individuals to provide the specialized services necessary for environmental clearance of the Colorado Lagoon projects. Below are brief profiles of LSA's key team members who will be assigned to Colorado Lagoon projects, all of whom are located in LSA's Irvine office.

### **Rob Balen – Principal In Charge (LSA)**

A Principal in LSA's Irvine office, Mr. Balen will have contract oversight for Colorado Lagoon projects and will be responsible for ensuring contract compliance and implementation of LSA's quality control program. Mr. Balen has been with LSA for 21 years and brings 30 years of professional environmental planning experience to the City. Mr. Balen oversees CEQA and NEPA document preparation. He has successfully managed environmental documents for controversial large-scale projects. Mr. Balen served in this role on all of LSA's City of Long Beach projects, Dana Point Harbor projects, the Dana Point Headlands EIR, the Sunset Marina Expansion EIR, and coastal projects highlighted in this submittal. Mr. Balen is a California Certified Mediator.

### **Mona DeLeon, AICP – Project Manager (LSA)**

An Associate with over 8 years with the firm's Irvine office, Ms. DeLeon's primary responsibilities include managing and preparing EIRs/EISs, Initial Studies/ Negative Declarations, and Environmental Assessment/FONSI documents. Prior to joining LSA, Ms. DeLeon worked in the City of Long Beach Planning Department for five years. She has nearly 20 years of experience in the planning profession, with specialization in land planning, policy planning, airport planning, coastal development permits, development processing, and public participation. Ms. DeLeon managed the Master Plan and EIR for the Long Beach Sports Park project. Other recent experience includes the North Long Beach Police Station, El Toro Airport EIR/EIS, and Long Beach Depot EIR. Ms. DeLeon was responsible for providing Application Summary Reports in support of the Orange County Transportation Authority's submittal package for a Coastal Commission's proposed toll road.

### **Laura Rocha – CEQA/NEPA Documentation (LSA)**

Ms. Rocha contributes to a variety of tasks related to the preparation and management of environmental documents, including Technical Reports, Mitigated Negative Declarations, and Environmental Impact Reports, pursuant to the California Environmental Quality Act and National Environmental Policy Act, primarily for infrastructure improvement and redevelopment projects. Ms. Rocha is known for her organizational and communication skills, thorough research work, and technical writing and analytical skills. Ms. Rocha serves as Project Manager, technical author, and task manager for a variety of projects, with an expertise in water quality analysis. Ms. Rocha's prior experience also includes GIS mapping.

### **Art Homrighausen – Terrestrial Biota (LSA)**

Mr. Homrighausen, a Principal with LSA, is also the manager of the Natural Resources Unit in LSA's Irvine office. Mr. Homrighausen has been with the firm for 19 years. He directs biological studies and

preparation of reports, including impact assessment, vegetation and wildlife surveys, riparian and coastal wetlands analysis, endangered species analysis, and mitigation planning. Mr. Homrighausen specializes in the development of permitting and mitigation strategies for the purpose of achieving project goals while complying with resource conservation goals and regulations of local, State, and federal agencies. As part of this effort, he works extensively with planning and regulatory agencies to secure various approvals and permits, including subdivision approvals, Conditional Use Permits, 1602 and 404 Permits, Coastal Development Permits, and Endangered Species Act compliance. Mr. Homrighausen has extensive knowledge and experience in ecological studies, surveys, wetlands analysis, mitigation planning and CEQA/NEPA documentation.

## **SUBCONSULTANTS**

LSA has the capability of providing several core environmental consulting services, project management, and team leadership. In order to address the range of issues anticipated in the Colorado Lagoon, we have identified the following firms to provide specialized services: **MOFFATT & NICHOL** to provide engineering services to refine the project description(s), **MEARNS CONSULTING, INC.** to provide peer review of hazardous materials/human health risk assessments, **MBC** to address marine biota, general marine ecology, and water and sediment testing, **KINNETIC LABORATORIES, INC.**, to provide soil sampling services, and **ALEX HORNE CONSULTING** to provide peer review of water quality and hydrologic assessments.

### **Moffatt & Nichol**

Moffatt & Nichol is an internationally recognized planning and engineering firm headquartered in Long Beach, California. The firm serves a variety of public and private entities and has expertise in economics, planning, engineering design and program management. Moffatt & Nichol applies this expertise to a variety of project types, including commercial ports and harbors, urban waterfronts, water resources, coastal engineering, ocean structures, and transportation. Moffatt & Nichol's professional and experienced staff of civil, structural, mechanical, electrical, coastal and construction engineers are well-versed in the challenges of waterfront projects, providing clients with a thoroughly-integrated, tightly-focused project team.

### **Susan L. Mearns – Technical Advisor/Peer Reviewer, Health Risk Assessment (Mearns Consulting)**

Dr. Mearns, PhD, graduated from the University of Kansas in 1989 with a degree in environmental toxicology. She has worked as an environmental consultant for over 22 years. Dr. Mearns has performed Phase I Environmental Site Assessments, nonintrusive investigations pursuant to the current ASTM E1527-05 and USEPA AAI standards, Phase II Environmental Site Assessments, intrusive sampling of potentially affected media pursuant to SW-846 standards, and derived human health risk-based cleanup goals for remediation. Dr. Mearns has worked for a variety of clients, including municipalities, commercial developers, private homeowners, industry, and the military. Over the past few years Dr. Mearns has been involved in Brownfields redevelopment projects that have required EIRs and/or EISs. As part of this focus, Dr. Mearns has been involved in numerous public meetings and has worked with many stakeholders representing various interests. Dr. Mearns prepared the Human Health Risk Assessment for the Long Beach Sports Park Project.

## **MBCs Applied Environmental Sciences**

MBC Applied Environmental Sciences (MBC) was founded in 1969 as Marine Biological Consultants, Inc. and is now one of the most experienced biological consulting firms on the Pacific Coast. MBC's staff of scientists and technicians is actively engaged in a wide range of marine, estuarine, freshwater, and terrestrial studies. MBC has conducted numerous site-specific studies and evaluations to assess potential impacts on California bays, harbors, and estuaries. Experience ranges from dredge monitoring and eelgrass restoration to oceanographic and biological sampling and analysis studies for major development projects. MBC conducted a multi-year dredge monitoring program for the Port of Long Beach to assess water quality and sediment impacts due to channel maintenance and deepening activities. MBC is certified to conduct California State Department of Health Services Title 22 bioassays and NPDES toxicity tests, and has been involved in both laboratory and field toxicity testing work since 1978. MBC routinely performs various acute and chronic aquatic toxicity tests and has conducted over 3,000 such studies, including bioaccumulation and chronic exposure tests.

## **Kinnetic Laboratories, Inc.**

Kinnetic Laboratories, Inc. (KLI) is an oceanographic and environmental consulting firm that has provided specialized and integrated services to government, industry, and corporate clients since 1972. Over the years, KLI has highly trained and experienced staff of scientists with expertise in chemical, physical, and biological sciences. These specialists are well-versed in all aspects of environmental processes and concerns. Along with an outstanding technical background, KLI has a competent and professional management team whose goal is to provide innovative and cost-effective services that meet the individualized needs of each client.

## **Alex Horne – Technical Advisor/Peer Reviewer, Water Quality and Hydrology**

Dr. Horne has been the professor of Ecological Engineering at the Department of Civil & Environmental Engineering at the University of California since 1971. He is an expert in biological and chemical aspects of water and aquatic management including pollution in lakes, reservoirs, wetlands, rivers, streams, estuaries and the open ocean. He has studied lakes, reservoirs, streams, wetlands and oceans in Africa, Antarctica, Alaska, Europe, Australia, Asia, and North and South America. He has been principal investigator in numerous research projects and acted as a major consultant or advisor in over 200 water-related projects in California, Nevada, Oregon, Washington, Colorado, Florida, New York, as well as Canada, Taiwan, and Central America.

## **RELEVANT PROJECT EXPERIENCE**

### **San Joaquin Freshwater Marsh Enhancement Plan and EIR, City of Irvine, CA**

**Client Contact:** Peter Hersh (949)260-4635

LSA prepared an Enhancement Plan and Environmental Impact Report (EIR) for the Plan for the 580-acre San Joaquin Freshwater Marsh (Marsh), located in the City of Irvine, north of the University of California, Irvine. LSA worked with the contract hydrologist and prepared a revision to a previously prepared enhancement plan for the Marsh, which included a variety of wetland and upland habitat types. The objectives of the Enhancement Plan included providing a master plan of

habitat preservation, restoration, and enhancement for use by the City, cooperative agencies, and multiple landowners. The EIR addressed the effects of Enhancement Plan components on the Marsh and the potential impacts of related projects, including widening of two arterial streets adjacent to the Marsh as well as the consistency of the plan with adjacent land uses and proposed development projects.

In preparing the Enhancement Plan and EIR, LSA was involved with coordination of multiple agencies and landowners and their conflicting interests and objectives for the Marsh habitat, including planned hydrologic, mitigation, and development projects. Potentially significant impacts addressed included surface and groundwater hydrology, water quality, archaeological and wetlands resources, wildlife movement, and traffic and circulation.

**Colorado Lagoon Pollution Abatement, Long Beach, CA**

**Client Contact:** Tony Arevalo, (562) 570-6289; or Linden Nishinaga, (562) 570-6258

As a subconsultant to Boyle Engineering (Boyle), LSA provided environmental evaluation support to identify methods to reduce bacteria pollution inputs to Colorado Lagoon. LSA worked with Boyle to assess bacterial pollution sources and loads and to recommend an approach to the evaluation and selection of BMPs to reduce bacteria concentrations and the number of health advisories and closings at Colorado Lagoon. The team identified potential BMPs for application to the drainage area; prepared a breakdown of drainage area subbasins and land use distribution within each subbasin; determined the bacteria loading characteristics in runoff from the different land uses in the drainage area; and determined the limitations on potential BMPs due to land availability, gradient in the subbasin or other engineering factors, cost of maintenance, etc. The project team also identified pretreatment needs to remove gross pollutants from the runoff flows so that the assumed BMP effectiveness in removing bacteria would be maintained.

LSA provided a range of potential BMP recommendations for each drainage subbasin within a range of overall effectiveness and installation/operation cost. LSA developed a spreadsheet estimation of the reduction in bacteria in Colorado Lagoon for each type of BMP. The project was completed in March 2004.

**Long Beach Sports Park Master Plan EIR, Long Beach, CA**

**Client Contact:** Amy Bodek, City of Long Beach, (562) 570-6479

LSA was the lead consultant on a team of seven firms conducting the master planning and environmental documentation for a proposed commercial sports park in the City of Long Beach. The project will be constructed on a blighted and contaminated site of approximately 55 acres. The project includes a pay-for-play league softball and soccer sports facilities, as well as a skate park and youth golf training center. LSA worked closely with the City and the consultant team to resolve issues related to site planning, geologic fault and soil constraints, historic and continuing oil production on the site, engineering issues related to grading and storm water detention, potential human health risks associated with contaminated soils, and United States Environmental Protection Agency (EPA) Brownfields funding requirements for redevelopment of the site. LSA prepared the Draft EIR for the proposed project as well as an Addendum to the EIR to address a revised site plan. The Addendum was certified by the City Council in the spring of 2006. LSA is currently assisting the City with issues relative to wetlands permitting and mitigation implementation and tracking. The project is being

managed with a strong emphasis on team communication, and schedule and budget monitoring tools have been used to track team progress over time.

**Long Beach Home Depot EIR, Long Beach, CA**

**Client Contact:** Angela Reynolds, City of Long Beach, (562) 570-6357

LSA prepared an EIR for a Home Depot home improvement retail and garden center and separate retail buildings on approximately 18 acres of land in the City of Long Beach adjacent to the Los Cerritos Wetlands. Prior use of the site was as a tank farm, which was part of an interconnected terminal and distribution network for various petroleum-based fuels. Discretionary approvals required from the City included a Local Coastal Development Permit, a Standards Variance from open space requirements, a Conditional Use Permit to allow a retail use in an industrial zone, and approval of a Site Plan. Potential soil contamination issues and possible health risks were addressed in the EIR.

**Sunset Harbour Marina EIR, Orange County, CA**

**Client Contact:** Richard Adler, County of Orange, (714) 834-6792

LSA prepared an EIR for the expansion of the Sunset Harbour Marina in Huntington Harbour. The harbor is situated adjacent to the Seal Beach Naval Weapons Station (SBNWS) and National Wildlife Refuge to the north and the Huntington Harbour residential community to the south. The marina lies between Anaheim Bay, a major coastal wetlands and estuary system, and the inland marina channels of Huntington Harbour. The expansion encompassed a 23-acre portion of the 50-acre marina and included 6.13 acres to accommodate 314 dry stand boat spaces. The project site included buffer zones, wetland zones, and dredge disposal basins. Undeveloped salt marsh habitat is located immediately north and west of the project site; the salt marsh habitat to the north is contained within the Seal Beach National Wildlife Refuge. The EIR was certified by the County of Orange in March 2005. The project is currently in review with the California Coastal Commission for approval of a Coastal Development Permit (CDP).

**Dana Point Harbor Master Plan EIR, Dana Point, CA**

**Client Contact:** Ron Tippetts, County of Orange, (714) 834-5394

LSA was part of a multi-consultant team responsible for the project management of the Dana Point Harbor Master Plan Update and EIR. The Master Plan and EIR were prepared to bring more commercial uses to the harbor area along with additional parking and a revamped marina. The purpose of the planning effort was to permit harborwide improvements to increase the harbor's attractiveness as a recreation and entertainment area. Project management involved coordinating the planning effort through implementation and construction. LSA's role was to coordinate and oversee CEQA compliance, ensuring that the EIR addresses project impacts and considers mitigation to address impacts.

**Dana Point Harbor Launch Ramp MND, Dana Point, CA**

**Client Contact:** George Carvalho, Director, County of Orange Dana Point Harbor Department, (949) 923-3798

LSA prepared a MND for the renovation of existing boat launch facilities located in the Dana Point Harbor and operated by the County of Orange. The project included replacement of the existing 225-foot (ft) wide ramp with a new 225 ft wide boat launch ramp and apron that extended an additional 16 ft into the water. Included in the project were three 8 ft wide boarding float docks designed to be accessible to persons with disabilities in compliance with ADA guidelines for recreational facilities. Additional project components included the assessment of bulkhead walls and the installation of a trench drain along the ramp apron to collect and treat runoff. The upper 92 ft of ramp and three piles were to be constructed in the dry to minimize adverse effects to water quality and allow for efficient placement of the cast-in-place reinforced concrete ramp within the tidal zone. Dewatering of the upper launch ramp area would be accomplished through the use of a temporary portable dam set on the ramp. The lower 42 ft of the ramp and six piles would need to be constructed in the wet due to the depth of the basin and limitations on the height of available freestanding portable dam structures. Prefabricated and precast concrete panels were used in the lower ramp construction in order to minimize water quality impacts.

The primary environmental issues involved the evaluation of drainage and water quality impacts for both construction and operational phases, potential impacts to marine biological resources, and compliance with California Coastal Commission requirements. Underwater marine surveys were conducted and incorporated into the MND and mitigation proposed where necessary. Demolition and reconstruction of the ramp was designed to occur in two phases, with a minimum of three boat launch lanes to remain in service during construction in order to lessen impacts to the boating public.

**Dana Point Harbor Marina Improvement Project Subsequent EIR, Dana Point, CA**

**Client Contact:** George Carvalho, Director, County of Orange Dana Point Harbor Department, (949) 923-3798

LSA is currently preparing a Subsequent EIR for the marina improvements in Dana Point Harbor. A Program EIR for the Dana Point Harbor Revitalization Project was prepared and certified by the Orange County Board of Supervisors on January 31, 2006. The current project includes the West and East Marinas in Dana Point Harbor, which are comprised of approximately 76 acres and contain 2,409 slips with an average length of 29.85 ft. The project also encompasses the quay wall and bulkheads within those basins, and gangways and security gates to both marina areas. Marina renovations would include removal of all floating docks and piles; reconstruction of portions of the degraded quay wall; installation of new docks, guide piles, gangways, security gates, dock boxes, facilities, and utilities. Other waterside project components include improved lighting on the docks and public access improvements, including gangways and docks in compliance with ADA guidelines.

Due to changes in the boating needs of the public and in response to the market trend of increased sales for larger boats, the proposed marina improvements include adjustments to the number of slips in certain size categories. The Dana Point Harbor Department has concluded that a plan with a modified slip mix with a larger average slip size is appropriate. At project completion, the total number of boat slips under the County's preferred design would decrease from 2,409 to 2,035, resulting in a net loss of 374 slips. However, the average slip length would increase from approximately 30 to 34 ft. To maximize the number of boat slips, the proposed reconfiguration of the

docks includes a 20 ft encroachment (from each side) into both the East and West Marina channels, and a 40 ft encroachment (from each side) into both channels near the island bridge.

Implementation of the project is anticipated to be accomplished in either a 10- or 14-phase program, extending over 5 or 7 years, respectively. The project includes temporary docks that are currently planned to be located in the Harbor's Main Channel and along the breakwater adjacent to Doheny State Beach.

The primary environmental issues involve the evaluation of water quality impacts during construction, potential impacts to marine biological resources, compliance with California Coastal Commission requirements, and conformity with the previously certified Program EIR. Underwater marine surveys are being conducted and will be included in the Subsequent EIR analysis.

**Headlands Development and Conservation Plan EIR, Headlands Reserve, LLC, Dana Point, CA**  
**Client Contact:** Kevin Darnall, Headlands Reserve, LLC, (949) 488-8800

LSA prepared a Draft and Final EIR for the Headlands Development and Conservation Plan (HDCP) in the City of Dana Point. The EIR was certified in 2002. The HDCP proposes development of 125 single-family residential lots, a maximum of 110,750 sf of Visitor/Recreational Commercial land uses composed of a 65-90 room inn, and a 35,000 sf commercial site at the corner of Green Lantern and Pacific Coast Highway. Other components of the project include 30.3 acres of conservation open space and 34.0 acres of recreation open space that include a trail system, public parks, a public beach, and a series of public recreation visitor facilities. The California Coastal Commission approved the amendment to the Dana Point Local Coastal Program with suggested modifications. The Dana Point City Council approved modifications in September 2004, along with an EIR Addendum prepared by LSA. LSA continues to assist with the implementation of the project, which will require tentative tract maps and approval of a Master CDP. A major component of project development assessed in LSA's environmental documents is remediation of on-site landslides and site preparation requiring 100 ft cut slopes and a 9-month intensive grading program. Other major issues analyzed in the EIR included bluff stabilization, groundwater effects on slope and bluff stabilization, storm water runoff, water quality, and construction/postconstruction erosion control on the 120-acre site.

**Bolsa Chica Residential Subsequent EIR, Huntington Beach, CA**  
**Client Contact:** Ed Mountford, Hearthside Homes, (949) 250-7700

LSA prepared a Subsequent EIR for the 106.3-acre Brightwater Development project in unincorporated Orange County and the City of Huntington Beach, adjacent to the Bolsa Chica wetlands. The Subsequent EIR was intended to supplement the Bolsa Chica Report Local Program EIR that was certified by Orange County in December 1994 and recirculated in 1996. The project proposed development of 387 single-family residential units on 77.5 acres; 0.6 acre of community facility or a proposed underground domestic water reservoir and aboveground pump facility; 5.0 acres of conservation open space in areas with environmental resources and/or scenic value; and 24.2 acres of recreation/open space that include a trail system, public parks, created wetland ponds, drainage, and open space.



Key environmental issues included the evaluation of drainage and water quality impacts in order to ensure that stormwater was sufficiently filtered on site without causing contamination to the Bolsa Chica Wetlands. The project faced significant aesthetic issues and was evaluated to ensure that public viewsheds would not be unduly impacted. The evaluation also included the planning of a perimeter open space, trail, and wetland restoration area, which was landscaped with native species to be compatible with the adjacent environmentally sensitive habitat area (ESHA). The project site contained cultural resources that required mitigation prior to development. There were also significant traffic issues because the project site is adjacent to Pacific Coast Highway. LSA developed appropriate standard conditions of approval, project design features, and mitigation measures to ensure that the project's effects were reduced to below a level of significance. LSA prepared an EIR Addendum in 2005, based on CDP requirements.

**Waterfront Hilton Resort EIR, Huntington Beach, CA**

**Client Contact:** Larry Brose, Robert Mayer Corporation, (714) 759-8091

LSA prepared an EIR for a four-star hotel, commercial, and residential complex along Pacific Coast Highway in the City of Huntington Beach. The project is located in the coastal zone. Issues discussed in the EIR included redevelopment of downtown/coastal Huntington Beach, phasing issues, aesthetics issues related to beachfront hotel towers, beach access, on-site wetlands, and relocation of 209 mobile homes. LSA is involved in ongoing wetland mitigation, traffic parking and access issues, and subsequent environmental clearances for the subsequent phases of development.

**Carlson Marsh, Irvine, CA**

**Client Contact:** Eric Akioshi, IRWD, (949) 453-5300

LSA was initially retained to provide a biological constraints analysis, cultural constraints analysis, and an environmental feasibility analysis for the Irvine Ranch Water District (IRWD) Carlson Marsh Regrade project at the San Joaquin Marsh. Field work included surveys and mapping for rare plants, the endangered least Bell's vireo and southwestern willow flycatcher, and a cultural resources survey. Following this initial work, the environmental feasibility analysis included a preliminary assessment of the type of CEQA document that would be needed and prepared estimates of the regulatory permitting and probable mitigation costs. Based on this analysis, the IRWD Board of Directors elected to move forward with the project. The series of drainage swales and control structure provide for greater control of water in the marsh, allowing seasonal flooding in the winter and spring and minimization of standing water during the mosquito breeding season. LSA worked closely with the project engineer to help minimize environmental impacts. Following final design, LSA prepared the CEQA documentation (MND) and coordinated the permitting efforts, which included a CDFG Section 1602 Agreement, a United States Army Corps of Engineers (Corps) Section 404 Permit, Section 7 consultation with the United States Fish and Wildlife Service (USFWS), and a Section 401 Water Quality Certification from the Santa Ana Regional Water Quality Control Board (RWQCB). LSA also prepared the detailed Habitat Mitigation and Monitoring Plan, monitored the project construction, and is currently monitoring the development of the habitat mitigation efforts.

EXHIBIT "B"  
CITY'S REPRESENTATIVE

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

NONE.