



1 like, if needed by Consultant, shall be available only during City's normal business  
2 hours and provided that milestones for performance, if any, are met.

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

17 D. Consultant represents that Consultant has obtained all  
18 necessary information on conditions and circumstances that may affect its  
19 performance and has conducted site visits, if necessary.

20 E. CAUTION: Consultant shall not begin work until this  
21 Agreement has been signed by both parties and until Consultant's evidence of  
22 insurance has been delivered to and approved by City.

23 2. TERM. The term of this Agreement shall commence at midnight on  
24 January 1, 2012, and shall terminate at 11:59 p.m. on December 31, 2012, unless sooner  
25 terminated as provided in this Agreement, or unless the services or the Project is  
26 completed sooner. The parties have the option to renew this Agreement for two (2)  
27 additional one (1) year terms.

28 3. COORDINATION AND ORGANIZATION.

1           A. Consultant shall coordinate its performance with City's  
2 representative, if any, named in Exhibit "C", attached to this Agreement and  
3 incorporated by this reference. Consultant shall advise and inform City's  
4 representative of the work in progress on the Project in sufficient detail so as to  
5 assist City's representative in making presentations and in holding meetings on  
6 the Project. City shall furnish to Consultant information or materials, if any,  
7 described in Exhibit "D", attached to this Agreement and incorporated by this  
8 reference, and shall perform any other tasks described in the Exhibit.

9           B. The parties acknowledge that a substantial inducement to City  
10 for entering this Agreement was and is the reputation and skill of Consultant's key  
11 employee, Ashley Davis. City shall have the right to approve any person proposed  
12 by Consultant to replace that key employee.

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

26           5. INSURANCE.

27           A. As a condition precedent to the effectiveness of this  
28 Agreement, Consultant shall procure and maintain, at Consultant's expense for the

1 duration of this Agreement, from insurance companies that are admitted to write  
2 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
3 Company or from authorized non-admitted insurance companies subject to  
4 Section 1763 of the California Insurance Code and that have ratings of or  
5 equivalent to A:VIII by A.M. Best Company, the following insurance:

6 (a) Commercial general liability insurance (equivalent in scope to  
7 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
8 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
9 coverage shall include but not be limited to broad form contractual liability,  
10 cross liability, independent contractors liability, and products and  
11 completed operations liability. City, its boards and commissions, and their  
12 officials, employees and agents shall be named as additional insureds by  
13 endorsement (on City's endorsement form or on an endorsement  
14 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or  
15 both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and  
16 CG 20 37 07 04), and this insurance shall contain no special limitations on  
17 the scope of protection given to City, its boards and commissions, and  
18 their officials, employees and agents. This policy shall be endorsed to  
19 state that the insurer waives its right of subrogation against City, its boards  
20 and commissions, and their officials, employees and agents.

21 (b) Workers' Compensation insurance as required by the California  
22 Labor Code and employer's liability insurance in an amount not less than  
23 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
24 its right of subrogation against City, its boards and commissions, and their  
25 officials, employees and agents.

26 (c) Professional liability or errors and omissions insurance in an  
27 amount not less than \$1,000,000 per claim.

28 (d) Commercial automobile liability insurance (equivalent in scope

1 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
2 amount not less than \$500,000 combined single limit per accident.

3 B. Any self-insurance program, self-insured retention, or  
4 deductible must be separately approved in writing by City's Risk Manager or  
5 designee and shall protect City, its officials, employees and agents in the same  
6 manner and to the same extent as they would have been protected had the policy  
7 or policies not contained retention or deductible provisions.

8 C. Each insurance policy shall be endorsed to state that  
9 coverage shall not be reduced, non-renewed or canceled except after thirty (30)  
10 days prior written notice to City, shall be primary and not contributing to any other  
11 insurance or self-insurance maintained by City, and shall be endorsed to state that  
12 coverage maintained by City shall be excess to and shall not contribute to  
13 insurance or self-insurance maintained by Consultant. Consultant shall notify City  
14 in writing within five (5) days after any insurance has been voided by the insurer or  
15 cancelled by the insured.

16 D. If this coverage is written on a "claims made" basis, it must  
17 provide for an extended reporting period of not less than one hundred eighty (180)  
18 days, commencing on the date this Agreement expires or is terminated, unless  
19 Consultant guarantees that Consultant will provide to City evidence of  
20 uninterrupted, continuing coverage for a period of not less than three (3) years,  
21 commencing on the date this Agreement expires or is terminated.

22 E. Consultant shall require that all subconsultants or contractors  
23 that Consultant uses in the performance of these services maintain insurance in  
24 compliance with this Section unless otherwise agreed in writing by City's Risk  
25 Manager or designee.

26 F. Prior to the start of performance, Consultant shall deliver to  
27 City certificates of insurance and the endorsements for approval as to sufficiency  
28 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of

1 the insurance, furnish to City certificates of insurance and endorsements  
2 evidencing renewal of the insurance. City reserves the right to require complete  
3 certified copies of all policies of Consultant and Consultant's subconsultants and  
4 contractors, at any time. Consultant shall make available to City's Risk Manager  
5 or designee all books, records and other information relating to this insurance,  
6 during normal business hours.

7 G. Any modification or waiver of these insurance requirements  
8 shall only be made with the approval of City's Risk Manager or designee. Not  
9 more frequently than once a year, City's Risk Manager or designee may require  
10 that Consultant, Consultant's subconsultants and contractors change the amount,  
11 scope or types of coverages required in this Section if, in his or her sole opinion,  
12 the amount, scope or types of coverages are not adequate.

13 H. The procuring or existence of insurance shall not be  
14 construed or deemed as a limitation on liability relating to Consultant's  
15 performance or as full performance of or compliance with the indemnification  
16 provisions of this Agreement.

17 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
18 contemplates the personal services of Consultant and Consultant's employees, and the  
19 parties acknowledge that a substantial inducement to City for entering this Agreement  
20 was and is the professional reputation and competence of Consultant and Consultant's  
21 employees. Consultant shall not assign its rights or delegate its duties under this  
22 Agreement, or any interest in this Agreement, or any portion of it, without the prior  
23 approval of City, except that Consultant may with the prior approval of the City Manager  
24 of City, assign any moneys due or to become due Consultant under this Agreement. Any  
25 attempted assignment or delegation shall be void, and any assignee or delegate shall  
26 acquire no right or interest by reason of an attempted assignment or delegation.  
27 Furthermore, Consultant shall not subcontract any portion of its performance without the  
28 prior approval of the City Manager or designee, or substitute an approved subconsultant

1 or contractor without approval prior to the substitution. Nothing stated in this Section  
2 shall prevent Consultant from employing as many employees as Consultant deems  
3 necessary for performance of this Agreement.

4 7. CONFLICT OF INTEREST. Consultant, by executing this  
5 Agreement, certifies that, at the time Consultant executes this Agreement and for its  
6 duration, Consultant does not and will not perform services for any other client which  
7 would create a conflict, whether monetary or otherwise, as between the interests of City  
8 and the interests of that other client. And, Consultant shall obtain similar certifications  
9 from Consultant's employees, subconsultants and contractors.

10 8. MATERIALS. Consultant shall furnish all labor and supervision,  
11 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
12 necessary to or used in the performance of Consultant's obligations under this  
13 Agreement, except as stated in Exhibit "D".

14 9. OWNERSHIP OF DATA. All materials, information and data  
15 prepared, developed or assembled by Consultant or furnished to Consultant in  
16 connection with this Agreement, including but not limited to documents, estimates,  
17 calculations, studies, maps, graphs, charts, computer disks, computer source  
18 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,  
19 information, material and memorandum ("Data") shall be the exclusive property of City.  
20 Data shall be given to City, and City shall have the unrestricted right to use and disclose  
21 the Data in any manner and for any purpose without payment of further compensation to  
22 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that  
23 Data shall not be made available to any person or entity for use without the prior approval  
24 of City. This warranty shall survive termination of this Agreement for five (5) years.

25 10. TERMINATION. Either party shall have the right to terminate this  
26 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
27 prior notice to the other party. In the event of termination under this Section, City shall  
28 pay Consultant for services satisfactorily performed and costs incurred up to the effective

1 date of termination for which Consultant has not been previously paid. The procedures  
2 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
3 termination, Consultant shall deliver to City all Data developed or accumulated in the  
4 performance of this Agreement, whether in draft or final form, or in process. And,  
5 Consultant acknowledges and agrees that City's obligation to make final payment is  
6 conditioned on Consultant's delivery of the Data to City.

7 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and  
8 shall not disclose the Data or use the Data directly or indirectly, other than in the course  
9 of performing its services, during the term of this Agreement and for five (5) years  
10 following expiration or termination of this Agreement. In addition, Consultant shall keep  
11 confidential all information, whether written, oral or visual, obtained by any means  
12 whatsoever in the course of performing its services for the same period of time.  
13 Consultant shall not disclose any or all of the Data to any third party, or use it for  
14 Consultant's own benefit or the benefit of others except for the purpose of this  
15 Agreement.

16 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
17 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
18 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available  
19 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
20 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
21 disclosed pursuant to subpoena or court order.

22 13. ADDITIONAL COSTS AND REDESIGN.

23 A. Any costs incurred by City due to Consultant's failure to meet  
24 the standards required by the scope of work or Consultant's failure to perform fully  
25 the tasks described in the scope of work which, in either case, causes City to  
26 request that Consultant perform again all or part of the Scope of Work shall be at  
27 the sole cost of Consultant and City shall not pay any additional compensation to  
28 Consultant for its re-performance.



1           B. If the Project involves construction and the scope of work  
2 requires Consultant to prepare plans and specifications with an estimate of the  
3 cost of construction, then Consultant may be required to modify the plans and  
4 specifications, any construction documents relating to the plans and specifications,  
5 and Consultant's estimate, at no cost to City, when the lowest bid for construction  
6 received by City exceeds by more than ten percent (10%) Consultant's estimate.  
7 This modification shall be submitted in a timely fashion to allow City to receive new  
8 bids within four (4) months after the date on which the original plans and  
9 specifications were submitted by Consultant.

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

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

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

21           17. INDEMNITY.

22           A. Consultant shall indemnify, protect and hold harmless City, its  
23 Boards, Commissions, and their officials, employees and agents ("Indemnified  
24 Parties"), from and against any and all liability, claims, demands, damage, loss,  
25 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
26 costs and expenses, including attorneys' fees, court costs, expert and witness  
27 fees, and other costs and fees of litigation, arising or alleged to have arisen, in  
28 whole or in part, out of or in connection with (1) Consultant's breach or failure to

1 comply with any of its obligations contained in this Agreement, or (2) negligent or  
2 willful acts, errors, omissions or misrepresentations committed by Consultant, its  
3 officers, employees, agents, subcontractors, or anyone under Consultant's control,  
4 in the performance of work or services under this Agreement (collectively "Claims"  
5 or individually "Claim").

6 B. In addition to Consultant's duty to indemnify, Consultant shall  
7 have a separate and wholly independent duty to defend Indemnified Parties at  
8 Consultant's expense by legal counsel approved by City, from and against all  
9 Claims, and shall continue this defense until the Claims are resolved, whether by  
10 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
11 breach, or the like on the part of Consultant shall be required for the duty to defend  
12 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
13 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
14 in the defense.

15 C. If a court of competent jurisdiction determines that a Claim  
16 was caused by the sole negligence or willful misconduct of Indemnified Parties,  
17 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
18 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
19 percentage of willful misconduct attributed by the court to the Indemnified Parties.

20 D. The provisions of this Section shall survive the expiration or  
21 termination of this Agreement.

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

24 19. COSTS. If there is any legal proceeding between the parties to  
25 enforce or interpret this Agreement or to protect or establish any rights or remedies under  
26 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

27 20. NONDISCRIMINATION.

28 A. In connection with performance of this Agreement and subject

1 to applicable rules and regulations, Consultant shall not discriminate against any  
2 employee or applicant for employment because of race, religion, national origin,  
3 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
4 disability. Consultant shall ensure that applicants are employed, and that  
5 employees are treated during their employment, without regard to these bases.  
6 These actions shall include, but not be limited to, the following: employment,  
7 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or  
8 termination; rates of pay or other forms of compensation; and selection for training,  
9 including apprenticeship.

10 B. It is the policy of City to encourage the participation of  
11 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
12 procurement process, and Consultant agrees to use its best efforts to carry out  
13 this policy in its use of subconsultants and contractors to the fullest extent  
14 consistent with the efficient performance of this Agreement. Consultant may rely  
15 on written representations by subconsultants and contractors regarding their  
16 status. Consultant shall report to City in May and in December or, in the case of  
17 short-term agreements, prior to invoicing for final payment, the names of all  
18 subconsultants and contractors hired by Consultant for this Project and information  
19 on whether or not they are a Disadvantaged, Minority or Women-Owned Business  
20 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.  
21 637).

22 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
23 accordance with the provisions of the Ordinance, this Agreement is subject to the  
24 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
25 Long Beach Municipal Code, as amended from time to time.

26 A. During the performance of this Agreement, the Consultant  
27 certifies and represents that the Consultant will comply with the EBO. The  
28 Consultant agrees to post the following statement in conspicuous places at its

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

1 place of business available to employees and applicants for employment:

2 "During the performance of a contract with the City of Long Beach,  
3 the Consultant will provide equal benefits to employees with spouses and its  
4 employees with domestic partners. Additional information about the City of  
5 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
6 Long Beach Business Services Division at 562-570-6200."

7 B. The failure of the Consultant to comply with the EBO will be  
8 deemed to be a material breach of the Agreement by the City.

9 C. If the Consultant fails to comply with the EBO, the City may  
10 cancel, terminate or suspend the Agreement, in whole or in part, and monies due  
11 or to become due under the Agreement may be retained by the City. The City  
12 may also pursue any and all other remedies at law or in equity for any breach.

13 D. Failure to comply with the EBO may be used as evidence  
14 against the Consultant in actions taken pursuant to the provisions of Long Beach  
15 Municipal Code 2.93 et seq., Contractor Responsibility.

16 E. If the City determines that the Consultant has set up or used  
17 its contracting entity for the purpose of evading the intent of the EBO, the City may  
18 terminate the Agreement on behalf of the City. Violation of this provision may be  
19 used as evidence against the Consultant in actions taken pursuant to the  
20 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor  
21 Responsibility.

22 22. NOTICES. Any notice or approval required by this Agreement shall  
23 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
24 postage prepaid, addressed to Consultant at the address first stated above, and to City at  
25 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a  
26 copy to the City Engineer at the same address. Notice of change of address shall be  
27 given in the same manner as stated for other notices. Notice shall be deemed given on  
28 the date deposited in the mail or on the date personal delivery is made, whichever occurs

1 first.

2 23. COPYRIGHTS AND PATENT RIGHTS.

3 A. Consultant shall place the following copyright protection on all  
4 Data: © City of Long Beach, California \_\_\_\_, inserting the appropriate year.

5 B. City reserves the exclusive right to seek and obtain a patent  
6 or copyright registration on any Data or other result arising from Consultant's  
7 performance of this Agreement. By executing this Agreement, Consultant assigns  
8 any ownership interest Consultant may have in the Data to City.

9 C. Consultant warrants that the Data does not violate or infringe  
10 any patent, copyright, trade secret or other proprietary right of any other party.  
11 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials  
12 and employees harmless from any and all claims, demands, damages, loss,  
13 liability, causes of action, costs or expenses (including reasonable attorney's fees)  
14 whether or not reduced to judgment, arising from any breach or alleged breach of  
15 this warranty.

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

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

1           26.    CONTINUATION. Termination or expiration of this Agreement shall  
2 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
3 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

4           27.    TAX REPORTING. As required by federal and state law, City is  
5 obligated to and will report the payment of compensation to Consultant on Form 1099-  
6 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
7 resulting from payments under this Agreement. Consultant shall submit Consultant's  
8 Employer Identification Number (EIN), or Consultant's Social Security Number if  
9 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of  
10 Financial Management. Consultant acknowledges and agrees that City has no obligation  
11 to pay Consultant until Consultant provides one of these numbers.

12           28.    ADVERTISING. Consultant shall not use the name of City, its  
13 officials or employees in any advertising or solicitation for business or as a reference,  
14 without the prior approval of the City Manager or designee.

15           29.    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           30.    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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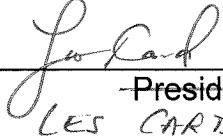
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OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

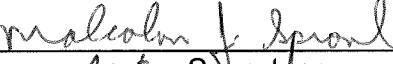
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

LSA ASSOCIATES, INC., a California corporation

February 23, 2012

By   
-President Chairman/CEO  
LES CARD  
Type or Print Name

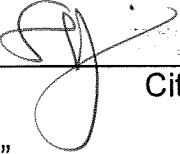
February 24, 2012

By   
Asst. Secretary  
Malcolm J. Sprout  
Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

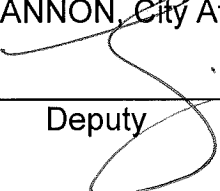
4.26, 2012

By  Assistant City Manager  
City Manager  
"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on 3/13, 2012.

ROBERT E. SHANNON, City Attorney

By   
Deputy

# EXHIBIT “A”

## Scope of Work



## COMPANY BACKGROUND AND REFERENCES

LSA Associates, Inc. (LSA) is pleased to submit this proposal to the City of Long Beach (City) for On-Call Environmental Consultant Services. LSA is confident that its team will provide all of the necessary professional services to meet the needs of the City of Long Beach, as specified in the Request for Proposals (RFP). LSA will provide the City with a strong, proven, and dedicated Project Management Team, which has worked with the City of Long Beach on the Colorado Lagoon Restoration, Drake-Chavez Greenbelt, and Alamitos Bay Marina Projects. These services will be provided by a team of experts, well known in their respective fields, to conduct the project tasks in a timely and thorough manner.

LSA has worked with the City for over 10 years on a variety of projects; as such, LSA is familiar with the City's procedures and expectations, as well as with the City's Municipal Code and State and federal laws applicable to the preparation of environmental documents. LSA has direct experience working with the Department of Development Services; Parks, Recreation and Marine Department; and Department of Public Works. Ashley Davis, the Project Manager for this effort, is skilled at coordinating public outreach efforts and conducting public meetings with business and neighborhood groups and community stakeholders.

Company data is provided below as requested.

### **LSA Associates, Inc.**

LSA is a diversified transportation, environmental, and community planning corporation that evolved from a small consulting firm formed by Larry Seeman in 1976, then called Larry Seeman Associates. The firm was designed to meet the need for environmental evaluation as a result of the passage of the California Environmental Quality Act (CEQA). In 1985, LSA formed an employee stock ownership program and is now a 100 percent employee-owned company. LSA is a vibrant and financially stable firm with a high staff retention rate.

Since its founding, LSA has advanced from a small firm of a few biologists, archaeologists, and environmental analysts to a full-service environmental consulting firm with 11 offices in California and Colorado. The firm currently employs more than 220 full-time employees (90+ in the Irvine corporate office) and blends broad technical expertise with years of experience to provide clients with enlightened and pragmatic solutions. LSA provides services in transportation planning and engineering, environmental analysis, biology, wetlands, habitat restoration, natural resource management, water quality, geographic information systems (GIS), community and land planning, archaeology, paleontology, air quality and noise impact assessments, and global climate change. The Irvine office will be the primary office location where the work will be conducted with assistance, if needed, from LSA's other three Southern California offices.

**PRIMARY CONTRACTOR INFORMATION**

**Company Ownership:**

California Corporation. LSA is a 100 percent employee-owned company.

**Location of the Company Offices:**

20 Executive Park, Suite 200 Irvine, CA 92614	703 Palomar Airport Road, Suite 260 Carlsbad, CA 92011
901 E. Tahquitz Canyon Way, Suite B-200 Palm Springs, CA 92262	1500 Iowa Avenue, Suite 200 Riverside, CA 92507
2215 5th Street Berkeley, CA 94710	5084 North Fruit Avenue, Suite 103 Fresno, CA 93711
157 Park Place Point Richmond, CA 94801	4200 Rocklin Road, Suite 11B Rocklin, CA 95677
1998 Santa Barbara Street, Suite 120 San Luis Obispo, CA 93401	395 Oyster Point Boulevard, Suite 307 South San Francisco, CA 94080
132 W. Mountain Avenue Fort Collins, CO 80524	

**Location of the office servicing any California Account:**

20 Executive Park, Suite 200  
Irvine, CA 92614

**Number of employees:**

220 Companywide

**Location from which employees will be assigned:**

20 Executive Park, Suite 200  
Irvine, CA 92614

**LSA Point of Contact:**

Ashley Davis, Associate/Project Manager  
LSA Associates, Inc.  
20 Executive Park, Suite 200  
Irvine, California 92614  
(949) 553-0666

**Length of time LSA has been providing services to the public/private sector:**

35 years

## LSA QUALIFICATIONS

Preparation of CEQA and National Environmental Policy Act (NEPA) documents (i.e., Environmental Impact Reports/Environmental Impact Statements [EIR/EISs], Initial Studies/Environmental Assessments [IS/EAs], and Categorical Exemptions and Exclusions [CE/CEs]) for public agency-related projects has been an LSA core service since the founding of the firm in 1976.

LSA provides expert consultation at all stages of the project delivery process, from initial planning and programming through environmental clearance and permitting, and ultimately to project design and construction. LSA has an outstanding track record in providing comprehensive CEQA and NEPA compliance services for some of the most challenging projects throughout California. This experience enables LSA to provide not just *technical* expertise in navigating the challenges of project development procedures, environmental review requirements, agency coordination, and environmental permitting, but also *strategic* expertise to help deliver projects within an often complex public policy framework.

## MANAGEMENT PLAN

LSA understands that an on-call assignment requires an “on-call” obligation. The team must **act quickly**; it must be **responsive, knowledgeable**, ready to use its experience for myriad possible requests, and be **solution-oriented**. LSA’s experience has led it to one common denominator when working under an on-call assignment: constant, clear, productive communication. If selected for on-call services, LSA will be responsive and efficient, with frequent and purposeful **communication** with City staff.

As work tasks are assigned by the City, each task will be evaluated by the Project Manager and assigned to the most appropriate key personnel. In addition to assigning the most knowledgeable staff to each task, LSA will use the appropriate level of technology in all assignments.

LSA’s project management approach is to assign responsibility for the delivery of a quality project on time and within budget. **Ashley Davis**, LSA’s Project Manager, will have responsibility for maintaining an effective working relationship with the City and supervising the technical performance of all team members throughout the life of this consulting engagement. Ms. Davis will ensure that the City is kept informed of all significant project information on a timely basis throughout the life of all assignments by way of informal and formal reporting via email or phone conversations. LSA’s Principal in Charge, **Mona DeLeon**, will be responsible for quality assurance and will ensure that LSA’s Quality Control (QC) Plan is implemented on all aspects of this contract.

LSA staff is committed to maintaining schedules and controlling costs. If necessary, LSA will make special sacrifices or reprioritize workloads to meet its obligations. Before bidding on a project, LSA evaluates the workload and assignments to determine whether it can meet the client’s goals. LSA pursues projects only when it can comfortably commit the appropriate resources. LSA’s reliability is demonstrated by both its track record of success, as summarized in the References section, and its commitment of senior-level staff to any on-call assignments from the City.

The following are LSA's methods and procedures for managing schedules and budgets and ensuring that LSA's QC procedures are maintained:

- **Communication:** Good project management extends beyond the use of sophisticated tools. It has been LSA's experience that the single most critical element for the successful completion of a project is the early development of clear channels of communication among LSA's project management and all parties involved. At a minimum, monthly status reports are prepared by LSA's Project Managers. These reports include narrative descriptions of all major activities performed during the month. However, contact with the client typically occurs much more frequently.
- **Understanding the Issues:** Most of LSA's staff members have 5 or more years of professional experience with LSA. The staff has developed the ability to identify key issues and solutions, which assists in foreseeing problems and avoiding potential cost overruns or schedule delays. These skills are used to advise LSA's clients of impending issues and to assist in resolving those issues.
- **Product Review:** To ensure that LSA's product meets the best technical and professional quality and adheres to the highest industry standards, LSA has developed an internal document review program for each document that leaves the office. Once a document is prepared, it is reviewed by a professional editor and then receives technical review by a Principal prior to its release.
- **Budget Control:** Billing for LSA's projects is tracked by internal accounting software on a weekly basis. Each Project Manager has access to real-time budget status on his or her desktop computer to assist in maintaining tight control over project budgets.
- **Commitment of Senior Personnel:** When necessary, LSA uses upper-level, experienced personnel not just as supervisors but as the primary investigators and authors of technical analyses and planning documents. This use of upper-level staff eliminates the need for multiple internal reviews. LSA has found that in some situations, it is most efficient to use senior staff members qualified in their areas of expertise.
- **Commitment to Scheduling Needs:** LSA's commitment to meeting scheduling needs and project demands extends to doing whatever it takes to complete the job. LSA's work in the past has demanded staff time at nights and on weekends. LSA has also reduced handling time by using 24-hour reprographic houses capable of compiling, printing, packaging, and mailing completed documents in a single efficient operation.
- **Quality Management:** LSA manages quality throughout the life of the project, not merely at the end of the project. LSA's overall goal is to improve quality on each subsequent project. This requires implementation of strategies to improve quality at the very beginning of each project and applying those strategies throughout the duration of the project and beyond.

### Regular Communication with City Staff

Ms. DeLeon and Ms. Davis will be responsible for maintaining effective working relationships with the City. Ms. Davis will have responsibility for the management and administrative aspects of projects assigned by the City, as well as for the team's performance with regard to technical issues. In this regard, she will provide the LSA project team with all relevant information at the outset of this assignment and will ensure, during the course of the work, that coordination with the City is handled effectively and efficiently. To this end, she will conduct regular coordination and progress team meetings and review progress. Ms. DeLeon will ensure that the City is informed of all significant project information on a timely basis throughout the life of this assignment by way of informal and formal reporting via email, fax,

or telephone. Ms. Davis will review each product to ensure it meets LSA's expectations and, more importantly, the City's expectations.

LSA's QC Plans and Procedures include these specific quality management tasks:

- Assign the most appropriate Project Manager, Ashley Davis, to the project and ensure she has availability throughout the duration of the project.
- During contract negotiations, have the Ms. Davis and Ms. DeLeon, along with the City, systematically review the work program to ensure that all have a clear understanding of project definition and scope of work.
- Assign a project team with experience on similar projects and coordinate with task managers to ensure staffing availability.
- Include Principal and peer review of all work performed prior to submittal to the client. Principal review ensures that LSA's quality standards are met. Peer review involves review by a senior staff member not directly involved in the project. Peer review provides a "reality check" to ensure that the study methodology, analysis, and conclusions are sound.
- Ensure that applicable agency standards, policies, and procedures are understood by all project team members.
- Ensure timely completion of project deliverables.
- Review project status with the City at regular intervals to ensure implementation of the original scope of work and harmonious functioning of all team members. Identify any potential conflicts with schedule or budget due to potential changes in scope or City direction.
- Review performance with the City on a regular basis to make any adjustments required for successful project completion and to determine improvements for future projects.

## **QUALIFICATIONS OF STAFF**

As a 100 percent employee-owned company, LSA is a consulting firm in which employees have a stake in the company's reputation and success. LSA is motivated and committed to delivering more than transportation planning/engineering services; LSA is committed to delivering results. LSA realizes that clients do not hire companies, they hire people. The individuals listed below are the people who will provide on-call transportation consulting services to the City. LSA commits that all key team members will be available to the extent proposed for the duration of the contract.

The most important elements of a successful project, regardless of its size and complexity, are the qualifications and experience of the project staff assigned to the project. One of the key elements to the success of this project will be the assignment of individuals with the experience and background not only to complete the tasks that may arise, but also to anticipate and respond to any changes in the project demands. LSA has assembled a project team of professionals with the best qualifications and backgrounds to successfully complete the anticipated work on this project.

**PRINCIPAL IN CHARGE**

**AVAILABILITY FOR THIS PROJECT: 15%**

**Mona DeLeon** has direct experience in managing and preparing EIRs, EISs, ISs, Negative Declarations (NDs), Specific Plans (SPs), and land planning documents. Ms. DeLeon has over 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. Since joining LSA, Ms. DeLeon has prepared environmental analyses for a variety of projects, including a neighborhood shopping center, a police station, and a military base reuse plan. Her most recent experience with the City has included the Colorado Lagoon Restoration Project EIR, Drake-Chavez Greenbelt Project EIR, and the Long Beach Sports Park EIR.

**PROJECT MANAGER**

**AVAILABILITY FOR THIS PROJECT: 25%**

**Ashley Davis** will serve as the Project Manager for future City assignments. Ms. Davis is an Associate in the Environmental Planning Division and contributes to project planning for large land use proposals and development projects. Her primary responsibilities include preparation and management of environmental documents pursuant to CEQA and NEPA. Ms. Davis has been managing projects at LSA for over 14 years. Ms. Davis has assisted in the preparation of planning documents and environmental analysis for a variety of projects in the City, including the Alamitos Bay Marina Rehabilitation EIR, and the Drake-Chavez Greenbelt Project.

**WATER QUALITY**

**AVAILABILITY FOR THIS PROJECT: 10%**

**Nicole West**, CPSWQ, QSD/QSP, assists in the preparation of Environmental Assessments (EAs), with a focus on water quality and floodplains. Ms. West has 9 years of experience in water quality, fisheries, and aquatic weed control. Her water quality experience includes researching related regulations; preparing water quality assessments, watershed sanitary surveys, surface water sampling, quality control/quality assurance plans for sampling projects, and environmental impact assessments; reviewing technical reports; and project management. Ms. West has experience in the preparation of Water Quality Assessment Reports (WQARs) for the California Department of Transportation (Caltrans), cities, counties, and private developers; preparation of EAs/EIRs (with a focus on water quality, floodplains, hazardous waste, and biological resources); preparation of Summary of Floodplain Encroachment Reports; and water quality modeling in support of WQARs.

**TRAFFIC/TRANSPORTATION**

**AVAILABILITY FOR THIS PROJECT: 10%**

**Ken Wilhelm** has over 19 years of direct experience in the management and preparation of traffic, parking, and bicycle studies throughout California. Primary responsibilities include the management, research, and analysis of regional transportation and planning projects with an emphasis on circulation impact studies for development and capital improvement projects. Mr. Wilhelm has extensive experience in the preparation and review of City Circulation Elements, Environmental Impact Reports, bicycle transportation plans, parking demand analyses, and traffic impact studies. Mr. Wilhelm also assists agencies with acquiring transportation funding through federal, State, and local grant programs. Mr. Wilhelm prepared the traffic impact analysis for the Drake-Chavez Greenbelt Project and has been the Principal in Charge for the Port of Long Beach On-Call Transportation Consulting Services.

**AIR QUALITY/NOISE**

**AVAILABILITY FOR THIS PROJECT: 5%**

**Keith Lay**, an Associate and Air Quality/Noise Specialist with LSA, has over 10 years of experience in environmental studies, specializing in noise and air quality impact analysis. Since joining LSA in 2000, Mr. Lay has conducted air quality and noise studies for a variety of commercial, residential, industrial, and transportation projects in accordance with procedures specified in State and local protocols and guidelines. In addition, Mr. Lay has prepared global warming/climate change analyses in response to recent changes to State laws. He has specific expertise in the use of the CalEEMod Model, CALINE4 carbon monoxide (CO) dispersion model, the EMFAC emission model, and the TNM noise model.

**CULTURAL RESOURCES**

**AVAILABILITY FOR THIS PROJECT: 10%**

As a Principal for the LSA Irvine cultural and paleontological group, **Deborah McLean** is responsible for coordinating and directing archaeological projects in compliance with NEPA, CEQA, National Historic Preservation Act (NHPA) Section 106, and Caltrans. Ms. McLean provides Principal oversight and review of cultural documents produced by the Irvine office and assists with review of cultural documents produced by other LSA offices. Ms. McLean also oversees laboratory operations, prepares technical reports, and is responsible for departmental staffing and management. Ms. McLean has provided oversight to staff conducting cultural resources and Native American consultation for City of Long Beach projects, including the Colorado Lagoon Restoration Project and Alamitos Bay Marina Project.

**HISTORIC RESOURCES**

**AVAILABILITY FOR THIS PROJECT: 10%**

**Casey Tibbet** has been practicing architectural history in Southern California since 1997, first as part of her responsibilities as a City Planner and later as a full-time architectural historian. She meets the *Secretary of the Interior's Professional Qualification Standards* as a Historian and Architectural Historian and has extensive experience with field recording/survey work; historic research; oral interviews; preparation of historic context statements, significance evaluations, Department of Parks and Recreation (DPR) 523 forms, and cultural resources reports in compliance with CEQA and NEPA regulations and Caltrans requirements for CEQA and NEPA. She has also written cultural resources ordinances. Ms. Tibbet has worked as the on-call preservation consultant for various cities and has surveyed and evaluated thousands of built environment resources, including water conveyance systems, railroad lines, roadways, fairgrounds, and buildings in rural and urban settings and has authored or contributed to hundreds of cultural resources reports. As a city planner, she was responsible for completion of Community Development Block Grant (CDBG) environmental reviews in compliance with the Federal Department of Housing and Urban Development (HUD), NEPA, and Section 106 requirements.

**PALEONTOLOGICAL RESOURCES**

**AVAILABILITY FOR THIS PROJECT: 10%**

**Brooks Smith** conducts intensive field surveys for paleontological and archaeological remains prior to grading activities; monitoring for and collecting cultural and scientific resources during grading activities; documentation and testing of archaeological sites; salvage of large fossil remains with the use of plaster casts; large-scale wet and dry screening of sediments for fossils; identification and curation of fossils after



they have been collected; collection and analysis of data from handheld global positioning system (GPS) units; collection of geologic data; and archaeological and paleontological report preparation.

#### **BIOLOGICAL RESOURCES**

**AVAILABILITY FOR THIS PROJECT: 10%**

As Manager of the Natural Resources unit in LSA's Irvine office, **Art Homrighausen** directs a variety of biological studies and preparation of reports, including impact assessments, vegetation and wildlife surveys, riparian and coastal wetlands analyses, endangered species analyses, and mitigation planning. He has completed or directed several hundred biota surveys, impact analyses, and wetlands/riparian analyses throughout all counties in Southern California and is an expert in the incorporation of such studies into CEQA/NEPA analyses. With a strong background in the implementation of habitat restoration and other biological mitigation measures, Mr. Homrighausen is also skilled in the development of feasible mitigation measures for incorporation into CEQA/NEPA documents.

Mr. Homrighausen works extensively with planning and regulatory agencies to secure various approvals and permits, including Section 1602 Streambed Alteration Agreements, United States Army Corps of Engineers (Corps) Section 404 Authorizations, and Regional Water Quality Control Board (RWQCB) Section 401 Certifications. He has also secured numerous endangered species authorizations from both the United States Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG) through various avenues, including Section 7 Consultations or Section 4(d) authorizations pursuant to the Federal Endangered Species Act and Section 2080.1 and 2081 Permits under the California Endangered Species Act. Finally, Mr. Homrighausen has extensive experience with the California Coastal Commission on issues such as wetlands, Environmentally Sensitive Habitat Areas, and development of Habitat Management Plans.

#### **CEQA PLANNERS/SUPPORT**

**AVAILABILITY FOR THIS PROJECT: 20%**

As an Associate in the Environmental Planning Division at LSA, **Nicole Dubois** is responsible for project oversight and preparation of environmental documents for a variety of land development, redevelopment, institutional, and capital improvement projects. Her primary responsibilities include research, preparation, and management of environmental documents prepared in compliance with CEQA/NEPA.

Since joining LSA, Ms. Dubois has prepared environmental analyses for a variety of clients, including both public agencies and private-sector clients. Recent projects include a new City Hall EIR, Fairgrounds Master Plan EIR, two community college master plans, EIRs, and CEQA Addenda, as well as a residential development EIR. Ms. Dubois was the project manager for the 4201 East Willow Street Mixed-Use Project IS/MND and was Assistant Project Manager for the Long Beach Sports Park Project.

As a Senior Environmental Planner, **Erin Razban** contributes to project planning for small to large development projects and transportation projects. Her primary responsibilities include project oversight, research, preparation, and management of environmental documents pursuant to CEQA/NEPA. Ms. Razban has prepared environmental analyses for a variety of clients, including both public agencies and private-sector clients. Recent projects include a Church Master Plan, a Subsequent EIR for a Fairgrounds Master Plan, an overlay zone, a medical office, numerous residential and commercial developments, Visual Impact Studies, Sensitive Receptor Studies, a Land Use Compatibility Analysis, the



Riverside to Orange County Major Investment Study, an outdoor camp development with fuel management plans, and institutional developments.

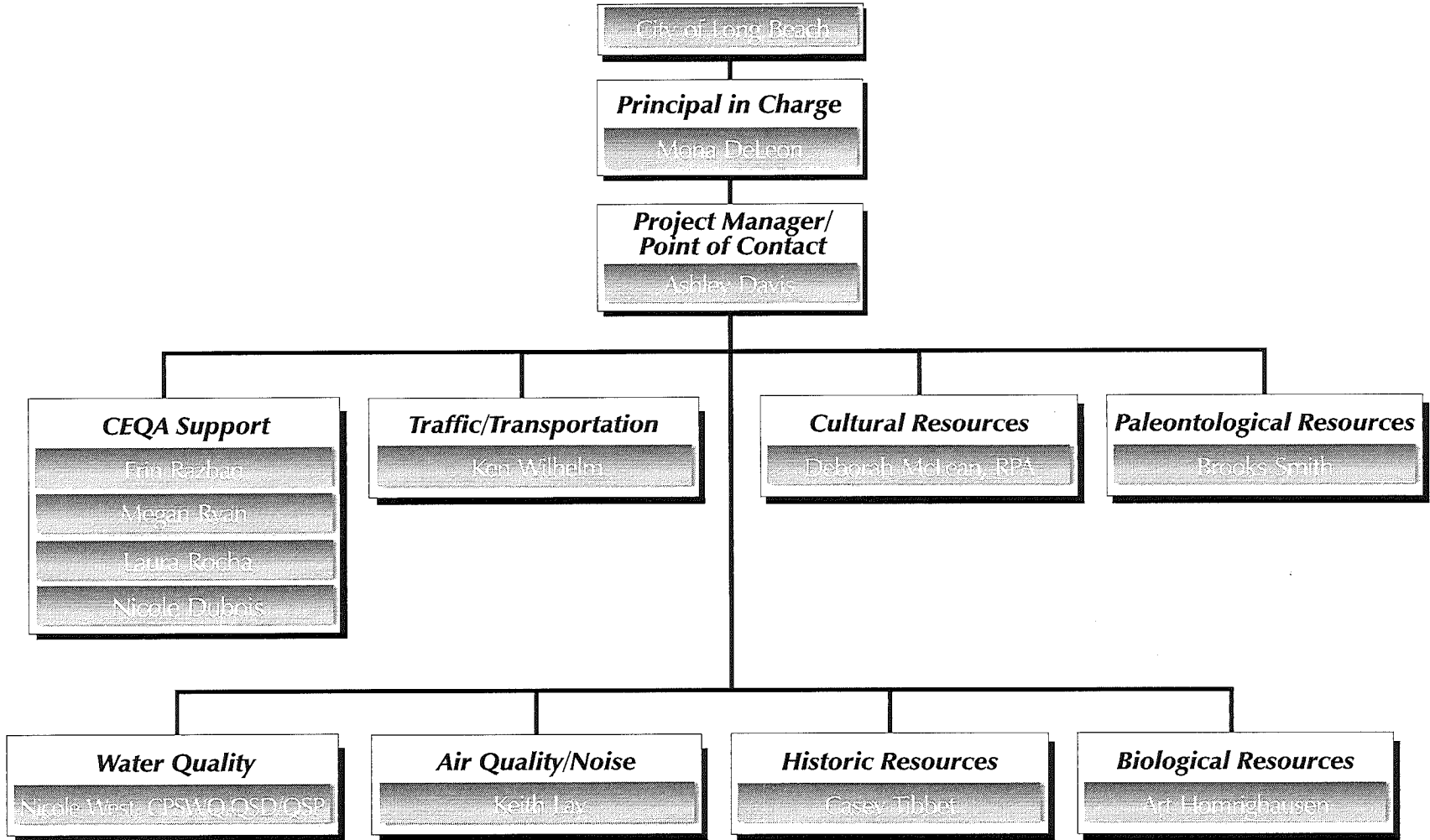
As a Senior Environmental Planner at LSA, **Megan Ryan** assists in project oversight and preparation of environmental documents for a variety of land development and transportation projects. Her primary responsibilities include research and preparation of environmental documents prepared in compliance with CEQA/NEPA.

Since joining LSA, Ms. Ryan has prepared environmental analyses for a variety of public agencies. Recent projects include a joint CEQA/NEPA document new east-to-west transportation corridor in western Riverside County; EIR section and Response to Comments author for land development EIRs; a Visual Impact Assessment for a transportation project in western Riverside County; and a Community Impact Assessment for a transportation project in Los Angeles County.

**Laura Rocha, CPSWQ, QSD/QSP**, contributes to a variety of tasks related to the preparation and management of environmental documents, including Technical Reports, CEs, MNDs, and EIRs pursuant to CEQA/NEPA for parks, transportation, infrastructure improvements, redevelopment, and school projects. Ms. Rocha is known for her ability to effectively manage projects based upon her organizational and communication skills, thorough research work, technical writing, and analytical skills. Ms. Rocha serves as project manager, technical author, and task manager for a variety of projects and has expertise in water quality analysis.

An organization chart for the LSA Team is provided on the next page.

# Team Organization Chart



# EXHIBIT “B”

Rates or Charges



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**LSA IN-HOUSE DIRECT EXPENSES  
AUGUST 2011**

	<b>Unit Cost</b>
Reproduction (8.5 x 11) B/W	\$.07 per page
Reproduction (8.5 x 11) Color	\$.40 per page
Reproduction (11 x 17) B/W	\$.10 per page
Reproduction (11 x 17) Color	\$.75 per page
CD Production	\$5.00 per CD
Plotting	\$3.75 per sf
Mileage On Road	\$.555 per mile
Mileage Off-Road	\$.705 per mile
GPS Unit	\$75.00 per day
Total Station Surveying Instrument	\$50.00 per day
Level (Laser or Optical)	\$25.00 per day
Laser Rangefinder	\$25.00 per day
Sound Meter	\$75.00 per day
Aerial Photo	Cost
Boat Rental	\$50.00/day
Water Quality Meter	\$25.00/day

# EXHIBIT “C”

City’s Representative:

Jill Griffiths

# EXHIBIT “D”

Materials/Information Furnished: None