

EXECUTIVE OFFICE – BOARD OF SUPERVISORS

AGENDA ENTRY

DATE OF MEETING:	06/02/2009
DEPARTMENT NAME:	DEPARTMENT OF BEACHES AND HARBORS
BOARD LETTERHEAD	BEACHES AND HARBORS
SUPERVISORIAL DISTRICT AFFECTED	4TH DISTRICT
VOTES REQUIRED	3 VOTES
CHIEF INFORMATION OFFICER'S RECOMMENDATION	APPROVE () APPROVE WITH MODIFICATION () DISAPPROVE ()

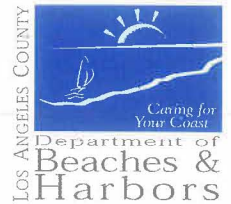
***** ENTRY MUST BE IN MICROSOFT WORD *****

Instructions: To comply with the Brown Act requirement the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for; with whom the action is being taken; fiscal impact, including money amounts, funding sources, and effective dates. Also, include an instruction for the Chair(man) or Director to sign when such signature is required on a document.

Recommendation: Approve and authorize the Chairman to execute amendments to three Department of Beaches and Harbors' contracts for harbor engineering consulting services with TranSystems (No. 76629), Noble Consultants, Inc. (No. 76630), and Halcrow, Inc. (No. 76631), which will increase the annual aggregate Board-approved amount for each remaining year and option years of the three contracts by \$250,000; and find that the proposed action is not subject to the California Environmental Quality Act, as it does not meet the definition of a "Project" under Section 15378 of the CEQA Guidelines.



To enrich lives through effective and caring service



June 2, 2009

Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

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

Dear Supervisors:

**AMENDMENT 1 TO CONTRACTS 76629, 76630, AND 76631 FOR HARBOR
ENGINEERING CONSULTING SERVICES
(SUPERVISORIAL DISTRICTS 3 AND 4)
(3 VOTES)**

SUBJECT

This action is to authorize a \$250,000 increase, from \$200,000 to \$450,000, in the annual aggregate contract amount for three of the Department of Beaches and Harbors' harbor engineering consulting services contracts for each remaining year and option years (if exercised) of the contracts.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed action is not subject to the California Environmental Quality Act, as it does not meet the definition of a "Project" under Section 15378 of the CEQA Guidelines.
2. Approve and authorize the Chairman to execute amendments to three Department of Beaches and Harbors' contracts for harbor engineering consulting services with TranSystems (No. 76629), Noble Consultants, Inc. (No. 76630), and Halcrow, Inc. (No. 76631), which will increase the annual aggregate Board-approved amount for each remaining year and option years of the three contracts by \$250,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 29, 2008, your Board awarded four contracts for harbor engineer consulting services to TranSystems (No. 76629), Noble Consultants, Inc. (No. 76630), Halcrow, Inc. (No. 76631), and David Evans and Associates, Inc. (No. 76632). The four contracts were

awarded for three years, with two one-year extension options, in an aggregate amount not to exceed \$200,000 per year. Your Board also gave the Director of the Department of Beaches and Harbors (Department) delegated authority to increase the annual contract amount by 20% (\$40,000) during each contract year for additional, unforeseen consultant services within the scope of these contracts.

The recommended amendments increase the aggregate annual contract amount for three of the four contracts (Contracts Nos. 76629, 76630, and 76631) by \$250,000, for a total of \$450,000, for the remainder of the contract term, including the option years if exercised. Some of the future public infrastructure projects that will need additional harbor engineer services in Marina del Rey (MdR) include refurbishment of the public boat launch facility with new docks and a wider entrance and exit, as well as dock improvements along the entire perimeter of Burton Chace Park, including Parcels EE, 47, 48, 77 and a portion of Parcel 44, which have already been or are in the process of being purchased. Beach projects that will require additional harbor engineer services include the Beach Erosion Protection Program and the Dockweiler State Beach camping enhancements. The \$250,000 increase in the annual aggregate County cost limit will support these and other additional improvements in MdR and on the beaches.

Implementation of Strategic Plan Goals

This action supports and furthers the Strategic Plan Goal of Operational Effectiveness (Goal 1), by using the already-existing harbor engineer consultant contracts to provide the timely delivery of necessary consultant services.

FISCAL IMPACT/FINANCING

This action increases the annual compensation for three County-funded harbor engineering consulting services contracts from \$200,000 to \$450,000 in the aggregate during the contract period or any option year. The Marina del Rey Accumulative Capital Outlay (ACO) Fund will fund all contract costs directly related to established projects within the ACO Fund while the Department's operating budget will fund all other Marina/beach related services.

Operating Budget Impact

There is sufficient appropriation in the Department's 2008-09 Final Adopted ACO Fund and operating budget to fund the \$250,000 increase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms, specifications and conditions of each of the three contracts will remain the same except for the increase in the annual aggregate County-funded compensation as indicated in Amendment 1.

Amendment 1 for each of the three contracts has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of Amendment 1 for each of the three harbor engineering consulting services contracts will provide the funding needed for additional consultant services in Marina del Rey and on the beaches.

CONCLUSION

Instruct the Executive Officer to send three executed copies of each amendment to the Department of Beaches and Harbors, as well as three approved copies of this Board letter.

Respectfully submitted,

Kerry Silvers for

SANTOS H. KREIMANN
Director

SHK:NT:sdp

Attachments (3)

c: Chief Executive Office
County Counsel

AMENDMENT 1 TO CONTRACT NO. 76629

THIS AMENDMENT is made and entered into as of this _____ day of _____, 2009.

WHEREAS, Contract No. 76629 was entered into between the County of Los Angeles and TranSystems ("Contractor") on July 29, 2008 to furnish harbor engineering consulting services pertaining to Marina del Rey and County owned/operated beaches (the "Contract"); and

WHEREAS, Contract Section 3.24.1 provides that "...modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract;" and

WHEREAS, the County needs to, among other things, complete the master plans for expanding and redeveloping the public boat launch ramp with new docks and a wider entrance and exit, and the Burton Chace Park dock improvements to Parcels EE, 47, 48, 77 and a portion of 44, as well as develop plans for the Beach Erosion Protection Program and camping enhancements at Dockweiler State Beach; and

WHEREAS, these services are anticipated to cost up to an additional \$250,000 in increased aggregate annual cost for three of the four Harbor Engineering Consulting Services contracts to which this increase will be applicable.

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 1.4.1 of the Contract is hereby deleted in its entirety and replaced with the following:

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for harbor engineering consulting services among all Contractors shall not exceed \$450,000. The County may, at its discretion expend, any portion, all or none of that amount. However, aggregate annual payments for harbor engineering services may exceed the aforementioned \$450,000 to the extent that a lessee or other third party is obligated to reimburse the County for its harbor engineering expenses.

Additionally, for storm related projects, the County may, at its discretion, expend an amount not to exceed \$2,380,000 for the duration of the Contract. These funds are primarily reimbursable from the Federal Emergency Services and General Fund resources, including net County cost provided in the Capital Projects/Refurbishments and Extraordinary Maintenance Budgets.

2. All other terms and conditions contained in said Contract shall remain in full force and effect and are hereby reaffirmed.

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

TranSystems
Steven A. Schmucker,
Vice President

By: 

COUNTY OF LOS ANGELES

By: _____

Chairman, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer-Clerk of
The Board of Supervisors

By: _____

Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By: 

Deputy

AMENDMENT 1 TO CONTRACT NO. 76630

THIS AMENDMENT is made and entered into as of this _____ day of _____, 2009.

WHEREAS, Contract No. 76630 was entered into between the County of Los Angeles and Noble Consultants, Inc. ("Contractor") on July 29, 2008 to furnish harbor engineering consulting services pertaining to Marina del Rey and County owned/operated beaches (the "Contract"); and

WHEREAS, Contract Section 3.24.1 provides that "...modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract;" and

WHEREAS, the County needs to, among other things, complete the master plans for expanding and redeveloping the public boat launch ramp with new docks and a wider entrance and exit, and the Burton Chace Park dock improvements to Parcels EE, 47, 48, 77 and a portion of 44, as well as develop plans for the Beach Erosion Protection Program and camping enhancements at Dockweiler State Beach; and

WHEREAS, these services are anticipated to cost up to an additional \$250,000 in increased aggregate annual cost for three of the four Harbor Engineering Consulting Services contracts to which this increase will be applicable.

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 1.4.1 of the Contract is hereby deleted in its entirety and replaced with the following:

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for harbor engineering consulting services among all Contractors shall not exceed \$450,000. The County may, at its discretion expend, any portion, all or none of that amount. However, aggregate annual payments for harbor engineering services may exceed the aforementioned \$450,000 to the extent that a lessee or other third party is obligated to reimburse the County for its harbor engineering expenses.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Noble Consultants, Inc.
Ronald Noble, President

By: 

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer-Clerk of
The Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By: 

Deputy

AMENDMENT 1 TO CONTRACT NO. 76631

THIS AMENDMENT is made and entered into as of this _____ day of _____, 2009.

WHEREAS, Contract No. 76631 was entered into between the County of Los Angeles and Halcrow, Inc. ("Contractor") on July 29, 2008 to furnish harbor engineering consulting services pertaining to Marina del Rey and County owned/operated beaches (the "Contract"); and

WHEREAS, Contract Section 3.24.1 provides that "...modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract;" and

WHEREAS, the County needs to, among other things, complete the master plans for expanding and redeveloping the public boat launch ramp with new docks and a wider entrance and exit, and the Burton Chace Park dock improvements to Parcels EE, 47, 48, 77 and a portion of 44, as well as develop plans for the Beach Erosion Protection Program and camping enhancements at Dockweiler State Beach; and

WHEREAS, these services are anticipated to cost up to an additional \$250,000 in increased aggregate annual cost for three of the four Harbor Engineering Consulting Services contracts to which this increase will be applicable.

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 1.4.1 of the Contract is hereby deleted in its entirety and replaced with the following:

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for harbor engineering consulting services among all Contractors shall not exceed \$450,000. The County may, at its discretion expend, any portion, all or none of that amount. However, aggregate annual payments for harbor engineering services may exceed the aforementioned \$450,000 to the extent that a lessee or other third party is obligated to reimburse the County for its harbor engineering expenses.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day
and year first written above.

Halcrow, Inc.
Stacey G. Jones,
Sr. Vice President

By: 

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

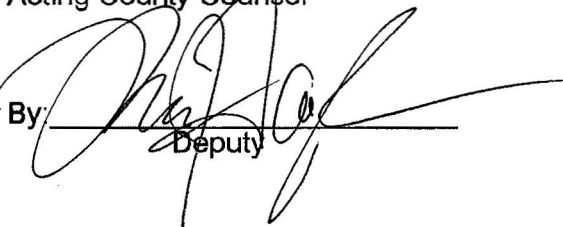
ATTEST:

Sachi A. Hamai
Executive Officer-Clerk of
The Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By: 
Deputy