



DATE: February 2, 2016

TO: Governing Board, Intermodal Container Transfer Facility Joint Powers Authority

FROM: Douglas A. Thiessen, Executive Director

SUBJECT: Second Amendment to Contract with Environ International Corporation

The proposed second amendment to the contract with Environ International Corporation (Environ) is for continued Environmental Impact Report (EIR) preparation services related to the Intermodal Container Transfer Facility (ICTF) Modernization and Expansion Project.

Environ is now known as Ramboll Environ US Corporation (Ramboll Environ), a Virginia corporation, as the result of a corporate name change. There is no change to the direct ownership, assets, employees, or lead personnel performing the ICTF work. The proposed amendment will change the name from Environ to Ramboll Environ and update the address to 707 Wilshire Boulevard, Suite 4950, Los Angeles, California 90017. In addition, this amendment will increase the contract amount by \$165,000 to address additional effort related to health risk analysis and cultural resource section of the ICTF Modernization and Expansion Project EIR.

On November 10, 2011 the ICTF Joint Powers Authority (JPA) entered into a one-year, \$150,000 contract with Environ for EIR preparation services. This initial authorization was executed to begin Environ's work with the understanding that additional funding would be needed to complete the EIR. On November 29, 2011 the ICTF JPA Board approved an additional \$1,060,000, bringing the total amount authorized to \$1,210,000. In addition, the ICTF JPA Board also extended the term of the contract until November 10, 2014. On November 13, 2012 the ICTF JPA Board approved an additional \$350,120; and on October 21, 2013 the ICTF JPA Board approved an additional request in the amount of \$381,120 to continue EIR preparation services, bringing the total amount authorized to \$1,941,240. The previous agreement's term expired November 10, 2014. At the time of expiration, Environ had approximately \$1,095,966 remaining in the budget under the prior contract.

On November 10, 2014 Environ entered into a one-year, \$150,000 contract with the ICTF JPA to continue EIR preparation. On December 10, 2014 Environ's contract was amended into a three-year, \$1,028,975 contract with the ICTF JPA to continue EIR preparation. This proposed contract amendment in the amount of an additional \$165,000 will continue Environ's services during the remaining preparation of the EIR document and review process. This additional compensation will increase the maximum payment to \$1,193,975. Staff has deemed the current proposed amendment necessary to address changes and additional effort in the preparation of health risk and cultural resources components of the ICTF Modernization and Expansion Project EIR.

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It is recommended that the ICTF JPA Board approve the execution of the proposed amendment to the contract with Environ International Corporation changing the name and address of the consultant and increasing the maximum payable amount to \$1,193,975.

It is also recommended that the Board make the following finding:

“The Board finds the activity is administrative activity that will not result in direct or indirect physical changes in the environment, and, as such, is not a “project” as defined by CEQA Guidelines section 15378.”



Douglas A. Thiessen
Executive Director

SECOND AMENDMENT TO AGREEMENT BETWEEN
THE INTERMODAL CONTAINER TRANSFER FACILITY
JOINT POWERS AUTHORITY AND
RAMBOLL ENVIRON INTERNATIONAL CORPORATION

This Second Amendment to Agreement dated for reference purposes as of February 2, 2016, is entered into between the INTERMODAL CONTAINER TRANSFER FACILITY JOINT POWERS AUTHORITY, a Joint Powers Authority ("ICTF") and RAMBOLL ENVIRON US CORPORATION, a Virginia corporation, whose address is 707 Wilshire Boulevard, Suite 4950, Los Angeles, California 90017 ("Consultant").

WHEREAS, ICTF and Consultant entered into an Agreement dated November 10, 2014 ("Agreement") for Consultant to provide professional, scientific, expert or technical services to assist the ICTF with the ICTF Modernization Project ("Project"), which was amended by a First Amendment to Agreement dated December 10, 2014, to include a term of three years and maximum compensation of \$1,028,975; and

WHEREAS, the parties desire to amend the Agreement to (1) provide for change of name and address for Consultant as a result of corporate name change, with no change in lead personnel performing the work, (2) amend the scope of work and (3) increase the compensation for Consultant services under the Agreement by \$165,000, to a maximum compensation of \$1,193,975 as provided herein.

NOW, THEREFORE, IT IS MUTUALLY AGREED that the Agreement is hereby amended as follows:

1. The name of Consultant in the first paragraph of the Agreement any references in the Agreement is changed to "RAMBOLL ENVIRON US CORPORATION, a Virginia corporation." The address in the first paragraph of the Agreement and for notices under the Agreement is changed to "707 Wilshire Boulevard, Suite 4950, Los Angeles, California 90017."

2. Section V.B. Compensation and Payment, is amended to increase the compensation by \$165,000 from \$1,028,975 to a maximum of \$1,193,975, by deleting the previous provision and replacing it with the following provision:

"The maximum payable under this Agreement, including reimbursable expenses (see Exhibit "B"), shall be One Million One Hundred Ninety Three Thousand Nine Hundred Seventy Five Dollars (\$1,193,975)."

2. "Exhibit A – SCOPE OF WORK" to the Agreement, describing scope of work and compensation, is deleted and replaced with the attached Exhibit "A."

Except as amended herein, all remaining terms and conditions of the Agreement as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on the date to the left of their signatures.

THE INTERMODAL CONTAINER
TRANSFER FACILITY JOINT POWERS
AUTHORITY, a Joint Powers Authority

Dated: _____

By _____
Douglas Thiessen,
Executive Director

Attest: _____

(Print/type name and title)

RAMBOLL ENVIRON US
CORPORATION.,
a Virginia corporation

Dated: _____

By: _____

Print Name and Title

Attest: _____

(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY
_____, 2016

JANNA B. SIDLEY,
ICTF General Counsel

EXHIBIT A – SCOPE OF WORK PHASES 1, 2 AND 3

The "Scope of Work" to be performed under this Agreement is solely the work described in Phases I, II and III of this Exhibit A, for a total compensation not to exceed \$1,193,975.

Phase I – Scope of Work: ADEIR Review and Preparation

ICTF ADEIR Review

As part of the scope of work for Phase I, CONSULTANT team will conduct a detailed review and revision of chapters that have been developed to date for the ICTF ADEIR. CONSULTANT's work will include updating ADEIR sections as needed to reflect the revised project baseline assumptions, updates to regulatory setting that have resulted from the long hiatus in continued work on the ADEIR, and responding to comments received from review of previous section drafts. Comments will be noted during the review and categorized for edits by either our technical consultants or by CONSULTANT directly, or else flagged for further review by the JPA staff. CONSULTANT will utilize our internal environmental experts in various resource areas to conduct peer review of the relevant sections and chapters to identify any technical issues that may need to be addressed by the JPA and/or our technical consultants. The review will include comparison with the SCIG DEIR for consistency between the documents.

CONSULTANT will work directly with the JPA staff to review comments, and then CONSULTANT will implement proposed edits to the chapters and sections of the ICTF ADEIR as needed. CONSULTANT will develop comment matrices to track the status of comments and edits, and convene conference calls to discuss any technical issues that require input from the JPA to resolve. CONSULTANT will work with our technical consultants to discuss technical comments related to the environmental analyses in all relevant chapters to ensure that the technical consultants conduct any additional technical analysis and implement technical revisions to the document.

In particular, CONSULTANT's sub-consultants will perform the following tasks:

- Castle Environmental Consulting, LLC will continue air quality impact analysis work reflecting mitigation measures selected in consultation with the ICTF JPA and preparation of technical documentation of air quality impact analysis assumptions, methods and results;
- Environmental Audit, Inc. will continue revising environmental analyses and associated DEIR sections for non-air resource areas, working with its noise sub-consultant, Navcon on revisions to the noise analyses and developing the Environmental Justice, Alternatives and Cumulative ADEIR sections;
- Iteris, Inc. will continue development of traffic data for the air quality and noise analyses, revisions to the baseline/construction period conditions section to incorporate changes to the existing truck entry gate location, cumulative conditions analysis, and preparation of associated documentation.

- Cambridge Systematics, Inc. will continue review and revision of the rail analyses, including preparation of rail analysis section report tables and write-up of the traffic section of the ADEIR.

To the extent possible within the time period of Phase I, CONSULTANT will develop the available chapters and sections of the ICTF ADEIR into screencheck-ready versions.

ICTF ADEIR Project Management

CONSULTANT will continue to provide project management support for the ICTF DEIR. This will include organizing and hosting meetings with JPA staff to discuss key issues, conducting regular meetings with JPA staff to advise of the status of the ICTF ADEIR, developing and tracking a revised schedule of completion, developing and tracking comment matrices and lists of key issues to be resolved, and tracking the overall status of completion of the ICTF ADEIR. CONSULTANT will communicate directly with JPA staff on all project management topics.

Phase I Budget: \$150,000

Phase II: DEIR Public Release

Continued ICTF ADEIR Development

CONSULTANT will continue to review chapters that will be developed to complete the ADEIR. These include chapters not completed to date, namely the ADEIR Executive Summary, References, Appendices, including technical studies, and other elements of the ADEIR. This work will be structured similarly to Phase I, and will essentially continue the review and development process to provide a screencheck-ready complete ICTF ADEIR. CONSULTANT will note comments during the review of remaining chapters, categorize the comments for edits by the technical consultants and CONSULTANT, or for further discussion with the JPA on key issues. CONSULTANT will work with the JPA staff to review comments and then implement proposed edits to the document as needed. CONSULTANT will draw on internal environmental resource area technical experts in conducting the review and interacting with the technical consultants to address any specific technical issues that may arise. As noted in Phase I, the SCIG DEIR will be used as a reference document to ensure consistency between the two documents to the extent applicable.

Based on the work of Phase I, CONSULTANT will develop a detailed schedule for completion of all remaining chapters/sections of the ADEIR, including the screencheck review meetings, and a proposed date for completing the DEIR for public release. The schedule will be continuously updated in discussions with the JPA and technical consultants to keep the JPA staff aware of the schedule for completion of the ADEIR.

Phase II will include regular meetings with JPA staff, as well as a series of screencheck review meetings with the JPA staff and ICTF technical consultants once all chapters of the ICTF ADEIR have been drafted, as needed to complete the screencheck and prepare the ADEIR for a DEIR public release. CONSULTANT will host the screencheck meetings either as in-person meetings with phone/webinar access or web meetings with

remote access for all participants. The screencheck meetings will focus on systematic review of all chapters to ensure that they are DEIR-ready, and CONSULTANT will prepare a comment matrix summary for discussion during these meetings which will include any remaining major outstanding issues by chapter and environmental resource area.

DEIR Reproduction and Distribution

For this task, CONSULTANT will reproduce and distribute the DEIR to the public. For DEIR reproduction and distribution, we assume 20 hard copies of a 3,000-page B&W and color DEIR document; 50 copies of a 100-page Executive Summary; 300 copies of CDs of the complete DEIR; 50 certified mailing of hard copies, CDs or Executive Summary of the DEIR; and 1,600 combined English and Spanish notice printing and first class mailing for these notices. These assumptions can be reviewed and revised with the JPA staff closer to the time of the DEIR reproduction and distribution, and the scope of work for the reproduction and distribution would be revised accordingly.

DEIR Filing and Fees

For this task, CONSULTANT will prepare notices for State Clearinghouse and Los Angeles and Long Beach City and County Clerks and will submit/mail the required hard copies to each entity for filing. Associated filing fees will also be covered.

DEIR Public Meetings

For this task, CONSULTANT and subconsultant experts will attend and facilitate public input at up to two public meetings during the Public Draft EIR response to comment period. It is assumed that facilitation of the public hearings during the response to comment period will include preparation of PowerPoint slides, handouts in English and Spanish, provision of posters of key project features, provision of a translator and also a stenographer. CONSULTANT will also be responsible for meeting logistics, including meeting venues, light food and beverages.

Out of Scope Tasks

As a result of the delay in finalizing assumptions for the mitigated scenarios for various environmental resources (particularly air quality/human health risk and greenhouse gases) and the restart of the analysis after this delay, out-of-scope work was incurred. This includes some of the following tasks:

- Review of AQ methodologies including determination of appropriate revised modeling methodology for criteria pollutants due to periodic updates of AERMET and AERMOD modeling software and new guidance from OEHHA;
- Review of regulatory setting sections for all chapters to reflect updates to regulations that have occurred since the chapters were completed;
- Review of transportation models and underlying assumptions to determine whether any changes would be required as a result of the delay in restart of the analysis including review of proposed change to entrance gate design and location in the construction interim years;

- Additional project management, including budget and schedule development to account for the delay in restart of the analysis;
- Additional cultural resources analysis.

Phase II Budget: \$378,975

Phase III – Future Project Phase: DEIR to FEIR

Respond to Comments and Admin Final EIR Preparation

For this task, CONSULTANT will collect and summarize comments received on the Public Draft EIR during the public comment period, and prepare an Administrative Final EIR (AFEIR) with responses to comments and changes to the DEIR. CONSULTANT will prepare responses to comments as part of an AFEIR for review and comment by the JPA. Major activities to be conducted under this task include: collate comments and identify key issues; incorporate public comments; and develop the AFEIR for the JPA's review.

For this task, CONSULTANT assumes that we will review, summarize and address up to 100 comment letters with an average of 10 comments per letter for a total of up to 1,000 comments. We also assume that most of these comments would be editorial and general technical comments that would not require substantial re-analysis and associated documentation revisions. After the public review period ends, CONSULTANT can review these assumptions with the JPA and revise the scope of this task accordingly.

Final EIR Preparation

For this task, CONSULTANT will prepare and submit a CEQA-compliant FEIR to the JPA based on the JPA's review and comments on the Administrative Final EIR. CONSULTANT assumes that there will be two (2) rounds of review from the JPA on the AFEIR and one screencheck review. In addition, CONSULTANT and the technical consultants will also participate in two (2) meetings and a Board hearing to present and discuss the findings of the FEIR.

MMRP Preparation

For this task, CONSULTANT will prepare a Mitigation Measures Monitoring and Reporting Program (MMRP) for the project. The MMRP will identify mitigation measures, method of implementation, and responsible parties for implementation and monitoring.

Certification Documents Preparation

For this task, CONSULTANT will prepare CEQA findings, a Statement of Overriding Considerations, and a Notice of Determination (NOD). CONSULTANT will also file the NOD with the State Clearinghouse and Los Angeles and Long Beach City and County Clerks and will submit/mail the required hard copies to each entity for filing. Associated filing fees will also be covered.

FEIR Reproduction & Distribution

For this task, CONSULTANT will reproduce and distribute the FEIR to the public. For FEIR reproduction and distribution, we assume 20 hard copies of a 1,000-page FEIR document; 50 copies of a 100-page Executive Summary; 300 copies of CDs of the complete FEIR; 50 certified mailing of hard copies, CDs or Executive Summary of the DEIR; and 1600 combined English and Spanish notice printing, and first class mailing for these notices.

Construction and Operational Environmental Compliance Plans Preparation

For this task, CONSULTANT will prepare Environmental Compliance Plans (ECPs) for 1) construction and 2) operational mitigation measures and lease conditions approved by the JPA following FEIR certification. The ECPs (2 documents) will be prepared in accordance with an appropriate ECP template that will be provided to CONSULTANT.

Administrative Record Creation and Maintaining

For this task, CONSULTANT will provide support to the JPA to create and maintain an Administrative Record as per the JPA's guidelines provided to CONSULTANT.

ICTF DEIR & FEIR Project Management

CONSULTANT will continue to provide project management support for the ICTF EIR. This will include organizing and hosting meetings with JPA staff to discuss key issues, conducting regular meetings with JPA staff to advise of the status of the ICTF ADEIR, DEIR, FEIR, developing and tracking a revised schedule of completion, developing and tracking comment matrices and lists of key issues to be resolved, and tracking the overall status of completion of these documents. CONSULTANT will communicate directly with JPA staff on all project management topics.

Phase III Budget: \$665,000