



# City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885

## Sample Professional Services Agreement

### CONTRACT FOR PROFESSIONAL SERVICES TO Provide Local Coastal Planning Consulting Services

#### BETWEEN THE CITY OF HERMOSA BEACH AND WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC (WOOD)

This AGREEMENT is entered into this 11th day of June, 2019, by and between the CITY OF Hermosa Beach, a general law city a municipal corporation ("CITY") and Wood Environment & Infrastructure Solutions, Inc (Wood) ("CONSULTANT").

#### **RECITALS**

- A. The City desires to obtain support in the preparation of the City's Local Coastal Program, coordination with Coastal Commission staff, and preparation of technical analysis of overnight accommodations.
- B. The City does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City desires to contract for consulting services to accomplish this work.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

**NOW, THEREFORE**, based on the foregoing recitals, the City and the Consultant agree as follows:

- 1** CONSIDERATION AND COMPENSATION As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A.

As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.

As additional consideration, CITY agrees to pay CONSULTANT a total of \$46,990, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.

No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.

CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its invoice for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT's invoice within 30 days after it is received.



- 2 SCOPE OF SERVICES. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.

Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

- 3 PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period in accordance with the schedule of compensation incorporated in "Exhibit A."
- 4 TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
- 5 FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- 6 KEY PERSONNEL. CONSULTANT's key person(s) assigned to perform work under this Agreement is Dan Gira and Erika Leachman. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.
- 7 TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2019, unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing in advance by both parties.
- 8 CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
- 9 TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.
- 10 PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
- 11 TERMINATION. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.

CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.

In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.



Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

- 12 INDEMNIFICATION.** CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

- 13 ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.
- 14 INDEPENDENT CONTRACTOR.** CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.
- 15 AUDIT OF RECORDS.** CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.
- 16 CORRECTIVE MEASURES.** CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said



corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

## **17 INSURANCE REQUIREMENTS.**

- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.
  2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
  3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
  4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
  2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.



3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.

- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's behalf upon the Consultant's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.

**18 USE OF OTHER CONSULTANTS.** CONSULTANT must obtain CITY's prior written approval to use any sub-consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.

**19 FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment





by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

- 20 CORRECTIONS.** In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.
- 21 NON-APPROPRIATION OF FUNDS.** Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S services only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
- 22 NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254 ATTN: Leeanne Singleton	Wood Environment & Infrastructure Solutions, Inc. 104 W. Anapamu Street, Suite 204A Santa Barbara, CA 93101 ATTN: Erika Leachman

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

- A. SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.
- B. THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party.



There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

- C. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
- D. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
- E. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
- F. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

- 23 ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
- 24 FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
- 25 TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.
- 26 ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
- 27 STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.



**28** OWNERSHIP OF DOCUMENTS. It is understood and agreed that the City shall own all documents and other work product of the Consultant, except the Consultant's notes and workpapers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Consultant, but any re-use of such documents by the City on any other project without prior written consent of the Consultant shall be at the sole risk of the City.

**29** DISCLOSURE REQUIRED. (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials \_\_\_\_\_

Consultant Initials \_\_\_\_\_

**OR**





By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials \_\_\_\_\_

Consultant Initials AG

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF HERMOSA BEACH

CONSULTANT

\_\_\_\_\_  
[MAYOR/CITY MANAGER]

By:

*Aaron Goldschmidt*  
TITLE Aaron Goldschmidt, VP Environmental Science Practice

ATTEST:

\_\_\_\_\_  
Elaine Doerfling, City Clerk

91-1641772

\_\_\_\_\_  
Taxpayer ID No.

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Jenkins , City Attorney

June 2, 2019



Ms. Leeane Singleton, AICP, LEED AP  
City of Hermosa Beach  
1315 Valley Drive  
Hermosa Beach, CA 90254

Re: Proposal to Provide Local Coastal Planning Consulting Services

Dear Ms. Singleton,

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to submit this proposal to the City of Hermosa Beach (City) to provide planning consulting services to support the City's Local Coastal Program (LCP) through California Coastal Commission (CCC) review and certification, consistent with CCC grant agreement no. LCP-16-08. These services include support to City staff responding to CCC comments through line edits to PLAN Hermosa [the City's General Plan and Coastal Land Use Plan (LUP)], incorporating technical studies prepared to inform LUP updates, and preparation of written responses for CCC consideration. We will also revisit and update the existing analysis of affordable accommodations to update the inventory of overnight accommodations and assessment of lower cost options in the City to inform the LUP's policies for these uses. We understand that the City would require assistance through the following tasks. We would expeditiously complete these tasks to support the City's LCP adopted schedule by December 2019, consistent with LCP-16-08.

#### **Task 1. Update Overnight Accommodations Analysis**

In February 2015, the City completed the Hermosa Beach Overnight Accommodations Analysis to determine existing conditions and methods of compliance with the California Coastal Act (Coastal Act). As described under LCP-16-08 (Task 3), this analysis requires targeted updates to better facilitate the provision of affordable accommodations through the LCP. We will incorporate any relevant comments received from the CCC on this topic to ensure adequate responses, as described under Task 2. Our team will build upon the 2015 analysis to:

1. Update the overnight accommodations inventory within the City (within and near the Coastal Zone) and in nearby areas serving the City's demand, including hotels (including independent and/or family run hotels), hostels and/or campgrounds, and short-term vacation rentals. This analysis will identify lower cost accommodations, including hotels/motels.
2. Identify new or revised opportunities for lower cost overnight accommodations that could serve City visitors and LUP policies or programs that facilitate preservation and development of such lower cost overnight accommodations (e.g., business improvement funds, tax incentives, TOT revenues, in-lieu fees)

3. Assist the City with calculating an appropriate rate for in-lieu fees in the event onsite lower-cost accommodations cannot be provided with future hotel projects or in conjunction with the loss of existing inventory.

**Deliverables & Schedule:** A draft technical memo on Affordable Accommodations and in-lieu fee rate will be delivered within 4 weeks of project kickoff.

## **Task 2. Respond to CCC & Revise Draft LUP**

We understand the City has received CCC staff comments and line edits. Our team would compile comments received and methodically respond to each both in a written response matrix and, where feasible, in text edits to the draft LUP. Any CCC staff comments that require City guidance and decision-making will be flagged and discussed early in the review process. Our team will also integrate results of available technical studies, including the refreshed affordable accommodations analysis prepared through Task 1 above.

Our team will publish a digital revised draft LUP clearly indicating where and how edits were made in response to CCC staff comments (MS Word and .pdf) in comments and track change for one round of review by City staff. We will respond to City review and guidance to prepare the updated draft LUP for resubmittal to the CCC. We will respond to one round of comments from CCC staff on this updated draft LUP and provide a revised draft LUP to City staff for review. Our team will prepare a final draft LUP based on City comments for consideration by decision-makers.

**Deliverables & Schedule:** We propose to submit chapters of the revised draft LUP serially where two to three chapters would be delivered to the City every two to three weeks. Our goal would be to provide a CCC comment response matrix and in line edits to the complete update draft LUP within 9 weeks of project kickoff. Following City review, an updated draft LUP will be prepared for resubmittal to the CCC within 3 weeks.

## **Task 3: Meeting Attendance and Project Coordination**

Wood will attend up to two (2) in-person meetings. The location of in-person meetings is assumed to be in the City of Hermosa Beach. Wood will provide ongoing team management and reporting to the City, including conference calls as needed.

Our team would be led by Dan Gira, Program Manager, and Erika Leachman, Principal Planner, with assistance from Julia Pujo and Marie Laule, our coastal planners. We would also employ Leslea Meyerhoff, AICP to ensure we meet the City's ambitious schedule. Ms. Meyerhoff is assisting Wood with the combined Carpinteria LCP/General Plan update and also has recent experience with the Solana Beach LCP update. This team is highly qualified and familiar with key coastal planning issues facing the City. Our team will provide these services on a time and materials basis up to a not-to-exceed maximum of **\$46,990.00** without written authorization from the City, based on the following cost estimate using approved rates under our existing on-call contract with the City. The period anticipated to be covered by this proposed work is through December 30, 2019, subject to modification for additional effort or extension of contract term.

## Proposal for Local Coastal Planning Consulting Services

DIRECT LABOR			Task 1. Overnight Accommodations		Task 2. Revise Draft LUP		Task 3. Meetings & Coordination		TOTAL HOURS	TOTAL COST
TITLE	NAME	RATE	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Program Manager	Dan Gira	\$190.00	4	\$760	8	\$1,520	18	\$3,420	30	\$5,700
Principal Planner	Erika Leachman	\$140.00	8	\$1,120	12	\$1,680	18	\$2,520	38	\$5,320
Senior Planner	Julia Pujo	\$105.00	12	\$1,260	20	\$2,100	4	\$420	36	\$3,780
Associate Planner	Marie Laule	\$90.00	20	\$1,800	33	\$2,970	4	\$360	57	\$5,130
Assistant Planner	Kaylan Lamb	\$75.00	46	\$3,450	71	\$5,325	4	\$300	121	\$9,075
Project Administrator	Rosann Malloch	\$105.00	0	\$0	0	\$0	2	\$210	2	\$210
Subcontracts/Procurement	Carol Shore	\$75.00	0	\$0	0	\$0	1	\$75	1	\$75
Administrative	Rita Samaniego	\$75.00	0	\$0	0	\$0	4	\$300	4	\$300
<b>TOTAL LABOR</b>			<b>90</b>	<b>\$8,390</b>	<b>144</b>	<b>\$13,595</b>	<b>55</b>	<b>\$7,605</b>	<b>289</b>	<b>\$29,590</b>
<b>OTHER DIRECT EXPENSES</b>										
Coastal Planner	Leslea Meyerhoff	\$150.00	4	\$600	100	\$15,000	8	\$1,200	112	\$16,800
Travel/Per Diem	\$0.54 per mile			\$0		\$0		\$600	0	\$600
<b>TOTAL EXPENSES</b>				<b>\$600</b>		<b>\$15,000</b>		<b>\$1,800</b>	<b>0</b>	<b>\$17,400</b>
<b>TOTAL COST ESTIMATE</b>				<b>\$8,990</b>		<b>\$28,595</b>		<b>\$9,405</b>	<b>289</b>	<b>\$46,990</b>

## Proposal Assumptions

1. Our team would attend up to two (2) meetings; up to three staff members will attend each meeting.
2. Wood assumes that any required meetings or hearings would take place in Hermosa Beach; the calculated mileage costs reflect this assumption.
3. Wood assumes that technical studies prepared in support of the CDP amendment application submitted to the CCC are largely complete or would be provided to our team, and no additional technical studies or substantially expanded technical analysis will be required by Wood staff.
4. All deliverables would be digital.
5. This scope includes submittal of one (1) draft LUP with subsequent effort to support revision or resubmittal in response to one (1) round of CCC review and comment. Substantial revisions or diversions from the current CCC comments would require an equivalent scope expansion.
6. Revision of the Implementing Plan (IP) would occur under a separate proposal.
7. Additional agency permitting, if needed, is not included in this proposal.
8. Other technical studies (e.g., sea level rise, parking management) to inform the draft LUP are not included in this scope of work.

We appreciate the opportunity to work with you and the City on this effort. This proposal is an offer for a period of ninety (90) days from the date of submittal. Mr. Aaron Goldschmidt, Vice President, is authorized to sign this proposal. Questions regarding this proposal can be directed to Mr. Dan Gira at [daniel.gira@woodplc.com](mailto:daniel.gira@woodplc.com) or 805-962-0992 x225.

We believe our resources and qualifications will allow us to successfully provide these consulting services, and we will commit all necessary staff and resources to the performance of the needed work within the required project schedule. No member of the contractor's team has a financial gain or an interest in the financial outcome of the project.

Respectfully submitted,



Aaron Goldschmidt, Vice President  
Environmental Planning Group  
**Wood Environment & Infrastructure Solutions, Inc.**