

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated September\_\_\_\_\_, 2018 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Rincon Consultants, Inc., a California corporation, ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

### RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to prepare an Environmental Impact Report (EIR) for the Sunrise Senior Living Project ("Sunrise Project") located at 250-400 North Sepulveda Boulevard.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

#### 1. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**, for preparing an EIR for the Sunrise Project. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Joe Power, AICP CEP, Principal-in-Charge (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

**2. Term of Agreement.** The term of this Agreement shall be from the Effective Date through September \_\_\_\_, 2020, unless sooner terminated as provided in Section 12 of this Agreement or extended.

**3. Compensation.**

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the fee schedule included in **Exhibit A**. In no event shall Consultant be paid more than **\$120,560.00** (the "Maximum Compensation").

B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council or the City Representative shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

**4. Method of Payment.**

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant.

C. Payment Subject to Developer Reimbursement Agreement. Consultant acknowledges that, on or about the date of this Agreement, City will have entered into a Reimbursement Agreement with Sunrise Development, Inc. ("Developer"), the proponent of the Sunrise Project. Pursuant to the Reimbursement Agreement, the Developer is required to maintain an account ("Developer's Account") with City, with sufficient funds to pay various City costs relating to the Sunrise Project, including the Services of Consultant. Consultant acknowledges and agrees that City's obligation to pay invoices submitted by Consultant is subject to there being sufficient funds available in Developer's Account to pay the invoice(s). City shall have no obligation to pay Consultant from any source of funds other than funds in Developer's Account.

D. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

**5. Independent Contractor.** Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

**6. Information and Documents.**

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

**7. Conflicts of Interest.** Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

**8. Indemnification, Hold Harmless, and Duty to Defend.**

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, which arise out of, pertain to, or relate to the negligent acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in



connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, which arise out of, pertain to, or relate to the negligent acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

## **9. Insurance.**

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of **\$1,000,000.00** per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of **\$2,000,000.00** per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of **\$300,000.00** per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of **\$1,000,000.00** per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of **\$2,000,000.00** per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or

subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

## **10. Mutual Cooperation.**

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

**11. Records and Inspections.** Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

## **12. Termination of Agreement.**

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

**13. Force Majeure.** Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

**14. Default.**

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**15. Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:

Attn: Anne McIntosh  
City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, California 90266  
Telephone: (310) 802-5503  
Email: amcintosh@citymb.info

If to Consultant:

Joe Power, Vice-President  
Rincon Consultants, Inc.  
180 North Ashwood Avenue  
Ventura, California 93003  
Telephone: (805) 644-4455  
Email: jpower@rinconconsultants.com

With a courtesy copy to:

Quinn M. Barrow, City Attorney  
1400 Highland Avenue  
Manhattan Beach, California 90266  
Telephone: (310) 802-5061  
Email: qbarrow@rwglaw.com

**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during



employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

**17. Prohibition of Assignment and Delegation.** Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

**18. No Third Party Beneficiaries Intended.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

**19. Waiver.** No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

**20. Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors 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 City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

**21. Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold

payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

**22. Non-Appropriation of Funds.** Payments to be made to Consultant by City for services performed 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, this 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.

**23. Exhibits.** Exhibit A constitutes a part of this Agreement and is incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

**24. Entire Agreement and Modification of Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

**25. Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

**26. Word Usage.** Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

**27. Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

**28. Business Days.** "Business days" means days Manhattan Beach City Hall is open for business.

**29. Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or

relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

**30. Attorneys' Fees.** In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

**31. Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

**32. Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

**33. Corporate Authority.** Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

[signatures begin on next page]

City:

City of Manhattan Beach,  
a California municipal corporation

Consultant:

Rincon Consultants, Inc.,  
a California corporation

By: \_\_\_\_\_

Name: Bruce Moe  
Title: City Manager

By: \_\_\_\_\_

Name: Joe Power  
Title: Vice-President

ATTEST:

**PROOF OF AUTHORITY TO BIND CONTRACTING  
PARTY REQUIRED**

By: \_\_\_\_\_

Name: Liza Tamura  
Title: City Clerk

APPROVED AS TO FORM:

By: Quinn M. Barrow

Name: Quinn M. Barrow  
Title: City Attorney

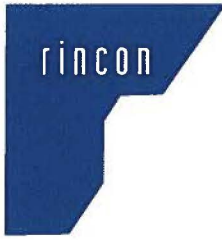
APPROVED AS TO CONTENT:

By: Steve Charelian

Name: Steve Charelian  
Title: Interim Finance Director

**EXHIBIT A**  
**SCOPE OF SERVICES AND FEE SCHEDULE**





**EXHIBIT A  
RINCON CONTRACT AGREEMENT (9/2018)**

**Rincon Consultants, Inc.**

180 North Ashwood Avenue  
Ventura, California 93003

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com  
www.rinconconsultants.com

July 13, 2018

Project No: 18-05858

Anne McIntosh  
Community Development Director  
City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, California 90266  
Via email: [amcIntosh@citymb.info](mailto:amcIntosh@citymb.info)

**Subject: Proposal to Prepare Environmental Impact Report for the Sunrise Senior Living Project  
250-400 N. Sepulveda Boulevard, Manhattan Beach, California, 90266**

Dear Ms. McIntosh:

Rincon Consultants, Inc. (Rincon) is pleased to submit this proposal to prepare an Environmental Impact Report (EIR) for a proposed assisted living facility development in the City of Manhattan Beach. The project site is located at 250-400 N. Sepulveda Boulevard. The project involves the demolition of the existing buildings on the project site, which are currently occupied by a mix of restaurant, retail, office, and service-oriented land uses; and construction of a 111-unit assisted living facility on an approximate 1.25-acre site. The project would require a General Plan Amendment and Zone Change to accommodate the proposed residential use.

Rincon has performed CEQA environmental reviews on numerous projects similar to the proposed project and in urban environments similar to Manhattan Beach, including assisted living facilities in Los Angeles, West Covina, and Calabasas. In addition to Manhattan Beach, our projects include work in a number of cities in the South Bay, as well as the cities of Los Angeles, Beverly Hills, Santa Monica, Pasadena, Hermosa Beach, El Segundo, and Long Beach.

Our Principal-in-Charge, Joe Power, AICP CEP, has over 26 years of experience directing urban planning projects, including planning and policy document preparation and CEQA analyses. He is authorized to represent Rincon regarding all matters related to the statement of qualifications and any contract subsequently awarded to Rincon.

This proposal includes: (1) Rincon's proposed work scope; (2) a schedule for completion of the EIR work program; (3) our cost estimate to complete the proposed work program; and (4) a summary of our qualifications to perform the study.

## Scope of Work

We anticipate that an EIR will be the appropriate California Environmental Quality Act (CEQA) document for the project. Rincon's work program for the EIR will be as follows:

1. **Kickoff Meeting.** Upon authorization to proceed, Rincon will attend a kickoff meeting with City staff, the project applicant, and key members of the consultant team, if needed. This meeting will serve as a forum to review and confirm study objectives and establish an operational protocol. Working



schedules will be finalized, and details for scheduled tasks will be discussed. The consultant team will also use this opportunity to collect any relevant studies and information not already transmitted.

2. **Notice of Preparation.** Rincon will prepare a Notice of Preparation (NOP) of a Draft EIR for City review. As allowed by CEQA, when an EIR is determined to be necessary, the lead agency need not implement the Initial Study step, since part of its purpose is to determine the level of CEQA review that is necessary. The NOP will briefly indicate the issues to be studied in the EIR and the reasons for determining that other effects would not be significant. The NOP will be presented to the City for review and input, and upon City approval distributed pursuant to City of Manhattan Beach procedures.
3. **Administrative Draft EIR.** Rincon will prepare an internal review (Administrative) Draft EIR. The EIR will be prepared in accordance with the CEQA Guidelines, which set the standards for adequacy of an EIR. Specifically, the CEQA Guidelines state that:

*An EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in light of what is reasonably feasible.*

To the extent possible, Rincon will incorporate information from existing environmental and planning documents that are applicable to the project and impacts will be quantified and compared to quantitative and qualitative significance thresholds. The EIR will focus on the following issues, which will be identified in the NOP: aesthetics, land use and planning, noise, and transportation/circulation. Other issues will be briefly addressed in a section titled "Impacts Found not to be Significant." Rincon will submit an electronic copy of the Administrative Draft EIR for City review in PDF and/or Word format.

4. **Public Review Draft EIR.** Rincon will respond to City comments on the Administrative Draft EIR and prepare the Public Review Draft EIR. The City will be responsible for preparing and mailing the Notice of Intent (NOI) to adopt an EIR to responsible agencies and will prepare a newspaper notice. We assume that the City will be responsible for publishing the NOI in a local newspaper. We will provide one electronic (PDF) copy of the Public Review Draft EIR for posting on the City's website and will distribute up to 15 bound or CD copies to responsible and concerned agencies on behalf of the City. We assume that the City will file the NOI with the County Clerk.
5. **Final EIR.** Upon receipt of public comments on the Public Review Draft EIR, Rincon will prepare draft responses to comments for City review and prepare the Administrative Final EIR. This will include the Mitigation Monitoring and Reporting Program (MMRP), which will be a table listing all mitigation measures and indicating what monitoring actions are required, the department(s) responsible for monitoring, and when monitoring is to occur. In conjunction with the Final EIR, we will also prepare draft Findings and, if necessary, a Statement of Overriding Considerations, which specifies that even though the project would result in one or more unavoidable adverse impacts, specific economic, social or other stated benefits are sufficient to warrant project approval. Prior to or following EIR approval, we will provide a PDF of the Final EIR (including responses to comments and the MMRP) on CD and up to 15 bound or CD copies. Rincon will prepare the Notice of Determination (NOD); but we assume that either the City or applicant will file the NOD and pay applicable filing fees.
6. **Public Hearings.** Rincon will attend two public hearings (Planning Commission and City Council) on the project. If desired, we will make a presentation summarizing the environmental review process





and EIR conclusions. If desired, we can attend additional hearings in accordance with our standard fee schedule.

The EIR will address the issues from the CEQA checklist to be identified as potentially significant in the NOP, including impacts to aesthetics (including shade/shadow), air quality, geology, greenhouse gases, land use and planning, noise, transportation, and will also include a discussion of impacts found not to be significant. In addition, a section of Other CEQA-required discussions, including growth inducing impacts and significant irreversible effects are also analyzed. Cumulative impacts will be discussed in each checklist impact category. Our general approach to each issue is described below.

- **Aesthetics, Light/Glare, Shade/Shadow:** Long-term visual impacts (i.e., visual character and views from adjacent areas) resulting from the project will be reviewed based on a visual survey of the site and surrounding area. Discussion of architectural and design specifications for the project will be incorporated, alteration of views, and changes in visual character will be discussed. The analysis will also consider light and glare impacts from street lights, vehicle headlights, and building lights. Rincon will also prepare shadow diagrams illustrating the impact of project-generated shadows on surrounding properties. We have assumed that the project applicant will provide elevations, simulations, and other visual tools to illustrate the project.
- **Air Quality:** The air quality analysis will address both temporary construction-related impacts and long-term operational impacts. Air pollutant emissions will be estimated using the California Emissions Estimator Model (CalEEMod) and compared to South Coast Air Quality Management District (SCAQMD) thresholds. The analysis will also consider consistency with the Air Quality Management Plan, potential violations of state and federal air quality standards, and potential impacts to sensitive receptors.
- **Geology:** The geology analysis will consider impacts related to erosion, possible groundwater intrusion associated with excavation, and the range of potential geologic and seismic hazards present on the project site. The analysis will rely on readily available information from published documents (such as state geologic maps and the City's Safety Element). The discussion of erosion will reference applicable National Pollutant Discharge Elimination System (NPDES) standards.
- **Greenhouse Gases:** The greenhouse gas (GHG) section will quantify GHG emissions using CalEEMod and compare the project to applicable City, regional (SCAG), and state policies aimed at GHG emissions reduction. Emissions will be compared to applicable SCAQMD thresholds and/or statewide per capita emission targets contained in the Air Resources Board's 2017 Scoping Plan.
- **Land Use and Planning:** This discussion will analyze the relationship of the proposed project and associated entitlements to applicable planning policies and ordinances, including the City's General Plan and Planning and Zoning Code. Potential impacts associated with the requested General Plan Amendment and Zone Change will also be evaluated.
- **Noise:** Potential noise impacts will be evaluated, focusing on changes in noise levels in the project area due to temporary construction, traffic increases, and operation of the proposed development. The analysis will review applicable City noise and land use compatibility criteria for the project area. Noise standards will be discussed for land uses on and adjacent to the project site. Up to three short-term noise level measurements will be conducted on and around the project site. Construction noise impacts will be evaluated in terms of maximum levels (Lmax) and hourly equivalent continuous noise levels (Leq), and noise levels will be estimated at adjacent sensitive locations. Long-term impacts associated with vehicular traffic will be assessed using the U.S. Department of Housing and Development (HUD) Day/Night Noise Level (DNL) Calculator and evaluated in terms of Community Noise Equivalent Level (CNEL). The effect of



ambient noise on the proposed facility will also be analyzed. As necessary, mitigation will be developed.

- **Transportation/Traffic:** The transportation/traffic analysis will be conducted by Linscott, Law & Greenspan, Engineers (LLG Engineers). Their scope of work is summarized as follows:

Part A: Traffic Impact Study

**Task 1: Project Description and Circulation Confirmation**

**Task 2: Data Collection and Research**

- Conduct new weekday morning (7:00 AM to 9:00 AM) and afternoon (4:00 PM to 6:00 PM) peak period manual turning movement counts at up to three (3) intersections. A count of pedestrian and bicycle volumes will be collected as well. Based on preliminary coordination with City staff, the following three study intersections have been identified for analysis:
  - *Sepulveda Boulevard & 2nd Street (Signalized)*
  - *Sepulveda Boulevard & 5th Street (Unsignalized)*
  - *Sepulveda Boulevard & 8th Street (Signalized)*
- Conduct research for data on file at the City of Manhattan Beach and other adjacent jurisdictions for developments in the project vicinity, regarding the status of other proposed developments (related projects) in the area which may contribute cumulative impacts to the adjacent street system and study locations in the vicinity of the proposed project.

**Task 3: Trip Generation, Distribution, and Assignment**

**Task 4: Project Evaluation and Mitigation Measures**

**Task 5: Site Access and Circulation Evaluation**

**Task 6: Congestion Management Program (CMP) Roadway Impact Analysis**

**Task 7: Project Parking Analysis**

**Task 8: Preparation of the Traffic Impact Study**

**Task 9: Attendance at Meetings**

- This proposal includes preparation for and attendance by LLG Engineers at one (1) meeting with the project team and/or City staff as part of the traffic impact study preparation, including a review of preliminary findings and recommendations/traffic mitigation measures.

Part B: EIR/Public Review Consultation

**Task 10: Construction Traffic Analysis**

**Task 11: Draft EIR Project Alternatives**

**Task 12: Consultation Related to the Draft EIR**

**Task 13: Response to Comments/Final EIR Support**

Optional Part C: Public Hearing Attendance

**Task 14: Attendance at Public Hearings (2)**

A more detailed Scope of Work is provided as Attachment 1 to this Proposal.

- **Impacts Found Not to be Significant:** This section will address impacts considered less than significant, including agriculture and forestry resources, biological resources, cultural resources, hazards and hazardous materials, hydrology and water quality, mineral resources, population and housing, public services, recreation, and utilities. Evaluation of these impacts will be in less detail than the impacts identified as potentially significant.





- **Other CEQA-Required Discussions.** This section includes a discussion of growth inducing impacts (i.e., population and job growth, removal of impediments to growth) and significant irreversible effects (i.e., use of non-renewable resources, changes to the environment that cannot be reversed and any unavoidably significant impacts of the project).
- **Alternatives.** Three alternative development scenarios, including the “no project” alternative, will be examined in the EIR. Evaluation of alternatives will be in less detail than for the proposed project, though the analysis will provide decision-makers and the public adequate information to decide between alternatives. Specifically, the analysis will determine whether each alternative’s impacts would be greater or less than those of the proposed project, the magnitude of impacts (i.e., significant or less than significant), and whether mitigation requirements for the proposed project would apply. This section will also identify the “environmentally superior alternative.” If the “no project” alternative is determined to be environmentally superior, the EIR will identify the environmentally superior alternative among the remaining scenarios. LLG will assist with the analysis of traffic impacts for the selected alternatives.

## Rincon Team Key Personnel

The Rincon team is comprised of registered and highly qualified professionals with extensive experience working on residential and assisted living facilities projects.

**Joe Power, AICP CEP**, will serve as Principal in Charge of the EIR. He has over 26 years of experience in the planning field and has managed or primarily authored successful planning and environmental studies on projects ranging from affordable housing to urban redevelopment to citywide transportation systems. Mr. Power is a skilled public presenter and moderator, having facilitated public workshops for various General Plan Elements and EIRs, and conducted professional presentations at both the California and National American Planning Association conferences.

**Lexi Journey, MESM**, will serve as Project Manager for the EIR. Ms. Journey serves as an Associate Environmental Planner with Rincon’s Environmental Science and Planning Group. Lexi holds a Master’s degree from the Bren School of Environmental Science & Management at the University of California, Santa Barbara, where she studied conservation planning and strategic environmental communication and media. Previously, she obtained a B.S. in Ecology, Behavior, and Evolution from University of California, Los Angeles. She has professional experience in technical writing, strategic communication, environmental modeling, ArcGIS/GPS, and environmental policy analysis. Her current work with Rincon involves General Plans, Coastal Land Use Plans, CEQA/NEPA compliance, project outreach, noise studies, and planning services.

**Abagale Taylor**, an Associate Planner with Rincon, will prepare the Aesthetics and Land Use analysis. Her duties at Rincon include research for complex municipal planning projects and private land development projects; preparation and editing of CEQA documents; and preparation of comprehensive planning documents. She possesses knowledge of CEQA/NEPA guidelines, and the ability to prepare documentation for CEs, NDs, MNDs, EIRs, and permit planning documents including Completeness Reviews, Staff Reports and Findings.

**Vanessa Villanueva**, an Associate Environmental Planner with Rincon, will prepare the Noise and Transportation/Circulation analysis. Ms. Villanueva is responsible for preparing environmental and planning documents, assisting with public and private-sector contract planning services, and providing technical impact analyses for a variety of projects. She has experience preparing and editing





environmental analyses in accordance with CEQA and NEPA for a variety of projects, including infrastructure, housing and urban development, and long-range planning documents.

## Cost

Rincon will prepare the Sunrise Senior Living Project EIR, in accordance with the scope of services outlined herein, for a cost not-to-exceed \$120,560. The table on the following page provides a breakdown of costs by task and staff level. The not-to-exceed cost includes preparing the NOP, Administrative Draft and Draft EIRs, responses to comments on the Draft EIR, the Administrative Final and Final EIRs, and the MMRP. This cost also assumes attendance by Rincon's Principal in Charge and/or Project Manager at up to two public hearings.

The proposed scope of services and associated costs are fully negotiable to meet the City's needs. Additional work not included within our proposed work program will be completed only upon written City authorization in accordance with our Standard Fee Schedule.

## Tentative Schedule

Rincon's proposed schedule for completion of the CEQA environmental review process is summarized below. Barring delays beyond Rincon's control (such as an incomplete or evolving project description) we believe that the environmental review process can be completed within about 10-11 months.

- **Kickoff Meeting.** Within one week of authorization to proceed, the Rincon team will organize a kickoff meeting with City staff and members of the applicant group (as appropriate).
- **NOP.** We will submit the NOP within four weeks of project kickoff and receipt of identified project information. Within one week of approval, Rincon will produce and mail the NOP to the agencies, organizations and individuals on the circulation list provided by the City.
- **Administrative Draft EIR.** We will submit the Administrative Draft EIR within 16 weeks of the kickoff meeting (approximately four weeks from the end of the scoping period).
- **Draft EIR.** We will complete the Draft EIR within three weeks of receipt of City comments on the Administrative Draft EIR. If review of additional versions of the Administrative Draft EIR is required, Rincon will respond to comments on subsequent versions within one week. Rincon will produce bound copies of the Draft EIR within one week of receipt of final City comments on the Revised Administrative Draft EIR. We will also prepare copies of the Draft EIR in an electronic file in PDF format on CD to be transmitted by the City to the State Clearinghouse.
- **Responses to Comments on the Draft EIR.** We will submit draft responses to comments on the Draft EIR within three weeks of receipt of all comments.
- **Final EIR and MMRP.** We will submit the Final EIR in the form of a single document that includes the Final EIR text, Responses to Comments, and a Mitigation Monitoring and Reporting Program within two weeks of receipt of all City comments on the draft responses to comments.
- **Findings and Statement of Overriding Considerations.** We will submit Findings and, if necessary, a Statement of Overriding Considerations in conjunction with the Final EIR.



## City of Manhattan Beach Sunrise Senior Living Project

### Cost Estimate

Tasks	Rincon Labor		Principal II	Senior Professional II	Planner IV	Planner II	Technical Editor	Graphic Designer	Production/Clerical
	Cost	Hours							
				\$230	\$165	\$135	\$105	\$105	\$95
1. Kickoff Meeting	\$1,975	10	5	5					
2. NOP	\$2,365	22	1	2		8	1	4	6
3. Administrative Draft EIR									
Executive Summary	\$960	8		2		6			
Project Description	\$2,725	24	1	2		16	1	4	
Introduction and Environmental Setting	\$1,275	10	1	2		4	1	2	
Environmental Impact Analysis									
Aesthetics	\$5,750	52	2	4		24	2	20	
Air Quality	\$4,390	36	2	4	4	24	2		
Geology	\$3,920	34	2		4	24	2	2	
Greenhouse Gases	\$4,390	36	2	4	4	24	2		
Land Use	\$4,040	34	2	4		24	2	2	
Noise	\$5,040	42	2	4	6	24	2	4	
Transportation/Circulation (Rincon Labor)	\$2,575	22	1	3		12	2	4	
Impacts Found Not to be Significant	\$4,720	38	2	6	4	24	2		
Other CEQA-Required Discussions	\$1,925	16	1	2		12	1		
Alternatives	\$4,620	38	2	4	6	20	2	4	
4. Draft EIR	\$9,160	74	6	16	4	24	4	4	16
5. Final EIR									
Responses to Comments/Admin Final EIR	\$6,940	50	6	12	8	20	2	2	
Publication of the Final EIR	\$3,790	38		4		12	2	4	16
MMRP	\$1,565	12	1	3		8			
6. Findings/Overriding Considerations	\$2,380	18	2	4		12			
7. Public Hearings (2)	\$3,950	20	10	10					
Project Management	\$8,200	52	12	24		8			8
Subtotal Labor	\$86,655	686	63	121	40	330	30	56	46

Additional Costs	
Transportation Study (LLG)	\$23,900
Printing	
DEIR (15 copies, 15 CDs, e-version)	\$1,725
Printing FEIR (15 copies, 15 CDs, e-version)	\$1,875
Supplies and Miscellaneous Expenses	\$1,500
General & Administrative	\$3,585
<b>Total Additional Costs</b>	<b>\$33,905</b>
<b>TOTAL LABOR &amp; ADDITIONAL COSTS</b>	<b>\$120,560</b>

Billing rates shown herein are for budgetary purposes. Actual hourly rates may vary slightly depending on staff availability.



This offer for professional services will remain in effect for a period of 120 days from the date of this proposal. During this period, questions regarding our proposed scope of services may be directed to Joe Power, ACIP CEP, Principal.

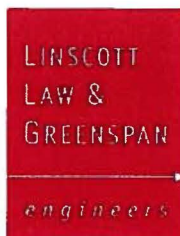
Sincerely,  
**Rincon Consultants, Inc.**

Joe Power, ACIP CEP  
Principal

Lexi Journey, MESM  
Associate Environmental Planner

Attachment 1: LLG Fee Estimate, Schedule, Qualifications, and Scope of Work  
Attachment 2: Rincon Standard Fee Schedule

**Attachment 1: LLG Fee Estimate, Schedule, Qualifications, and Scope of Work**



## ***REQUEST FOR PROPOSALS***

### ***Fee Estimate and Scheduling***

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#### ***FEE ESTIMATE***

Linscott, Law & Greenspan, Engineers' (LLG's) fee estimate is as follows:

Part A Scope of Work: Traffic Impact Study	\$ 9,800
Part B Scope of Work: EIR/Public Review Consultation	\$ 8,700
<b>LLG Fee Estimate (Parts A &amp; B):</b>	<b>\$ 18,500</b>
<u>Optional Part C Scope of Work: Public Hearing Representation</u>	<u>\$ 5,400</u>
<b>LLG Fee Estimate (All Parts):</b>	<b>\$ 23,900</b>

Our services will be billed monthly on a time and materials basis according to the attached Fee Schedule

#### ***SCHEDULING***

We estimate that the draft traffic impact study will be available approximately five to six weeks after receiving authorization to proceed on the Part A Scope of Work and completion of the required traffic counts. This time estimate assumes issues of direct impact (i.e., project description, site plan, study intersections, related projects research, etc.) are well enough defined to allow our analysis to proceed effectively. Please note that any required traffic counts need to be conducted during non-holiday periods and when local schools are in session. The schedule for the Part B and Part C (Optional Public Hearings) consultation will be dependent upon the team's schedule.



## FEE SCHEDULE

Effective January 1, 2018

<u>TITLE</u>	<u>PER HOUR</u>
<b><i>Principals</i></b>	
Principal .....	\$ 255.00
Associate Principal.....	\$ 229.00
Planning/Design Manager.....	\$ 213.00
<b><i>Transportation Engineers</i></b>	
Senior Transportation Engineer .....	\$ 189.00
Transportation Engineer III.....	\$ 167.00
Transportation Engineer II .....	\$ 141.00
Transportation Engineer I .....	\$ 121.00
<b><i>Transportation Planners</i></b>	
Senior Transportation Planner .....	\$ 167.00
Transportation Planner III.....	\$ 141.00
Transportation Planner II .....	\$ 121.00
Transportation Planner I .....	\$ 108.00
<b><i>Technical Support</i></b>	
Engineering Associate II.....	\$ 120.00
Engineering Associate I .....	\$ 116.00
Engineering Computer Analyst II.....	\$ 114.00
Engineering Computer Analyst I .....	\$ 90.00
Senior CADD Drafter .....	\$ 116.00
CADD Drafter III.....	\$ 108.00
CADD Drafter II .....	\$ 95.00
CADD Drafter I .....	\$ 82.00
Senior Engineering Technician.....	\$ 116.00
Engineering Technician II.....	\$ 108.00
Engineering Technician I.....	\$ 82.00
Word Processor/Secretary.....	\$ 76.00
Engineering Aide I.....	\$ 58.00

Public Hearing and litigation support may be charged at 125% of the base rate. Consultation in connection with litigation and Court appearances will be quoted separately.

Project-related mileage will be billed at the prevailing standard mileage rate as determined by the IRS. Subcontractors and other project-related expenses will be billed at cost plus 15%.

The above schedule is for straight time. Overtime will be charged at 1.50 times the standard hourly rates. Interim and/or monthly statements will be presented for completed work. These will be due and payable upon presentation unless prior arrangements are made. A finance charge of 1.5% may be charged each month on the unpaid balance.

## ***REQUEST FOR PROPOSALS***

### ***Firm Background/Qualifications***

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Linscott, Law & Greenspan, Engineers (LLG) provides transportation planning and traffic engineering consultation services in response to this Request for Proposal. LLG is a well-respected firm of medium size, comprised of dedicated professionals who serve our clients on a wide variety of traffic and transportation issues. LLG Principals and Senior Staff are recognized experts in these practice areas and possess professional registration in Traffic Engineering, Civil Engineering, or both. Our diverse experience and expertise enable us to provide services to both public agencies and the private sector. Project organization is structured so that Principals and Senior Staff maintain direct involvement from project initiation to completion. A quality and successful outcome is LLG's primary objective.

LLG is a private firm and is a certified Small Business Enterprise (SBE) with the State of California. Since our founding in 1966, over 12,000 engagements have been completed involving a wide variety of projects throughout the United States, with the core of our practice in Southern California. LLG's specialties include:

- Multi-Modal Planning Analyses (Pedestrian, Bicycle, etc.)
- Complete Streets Consultation
- General Plan/Master Plan Studies
- Specific Plan Studies
- Traffic Impact Studies for Environmental Review
- Traffic Planning and Operations Studies
- Site Access and Circulation Studies
- Traffic Signal Design
- Traffic Signing and Striping Design
- Construction Zone Traffic Control Plans
- Preliminary/Conceptual Engineering
- Shared Parking Demand Forecasting/Parking Design and Planning

LLG maintains four fully staffed offices, with work for this engagement being handled through the Pasadena office which is staffed with 11 professionals:

600 South Lake Avenue, Suite 500, Pasadena, CA 91106  
Telephone No. 626.796.2322, Fax No. 626.792.0941  
[www.llgengineers.com](http://www.llgengineers.com)

For purposes of preparing contract documents, Linscott, Law & Greenspan, Engineers, is a DBA for LG2WB Engineers, Inc., a California corporation (Federal Identification No.: 33-0069872).

***REQUEST FOR PROPOSALS***  
***Firm Background/Qualifications***

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For this engagement, LLG will engage City Traffic Counters and/or The Traffic Solution for all required traffic count data collection efforts. The contact information is noted below:

Nicole H. Nguyen  
City Traffic Counters  
P.O. Box 1313, Glendora, CA 91740  
Telephone No. 626-893-4231

Ken Darragh  
The Traffic Solution  
329 Diamond Street, Arcadia, CA 91006  
Telephone No. 626-446-7978

## ***REQUEST FOR PROPOSALS***

### ***Scope of Work***

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Linscott, Law & Greenspan, Engineers (LLG) is pleased to submit this Scope of Work to provide transportation planning consultant services associated with the traffic study and environmental review effort for the proposed Sunrise of Manhattan Beach project ("proposed project" herein). The proposed project is situated at 250-400 North Sepulveda Boulevard in the City of Manhattan Beach, California. The proposed Sunrise at Manhattan Beach project consists of the development of a Sunrise Senior Living complex with a total of 111 dwelling units. All of the existing buildings on the project site, which are currently occupied by a mix of restaurant, retail, office and service-oriented land uses, will be razed to accommodate construction of the proposed project.

LLG understands that our consultation would consist of potentially three overall work efforts: 1) preparation of a traffic impact study (Part A Scope of Work), 2) provide support to the team in the Draft and Final Environmental Impact Report (EIR) preparation effort and related public review process (Part B Scope of Work), and 3) public hearing representation (Optional Part C Scope of Work).

#### **PART A SCOPE OF WORK: TRAFFIC IMPACT STUDY**

##### **Task 1: Project Mobilization**

- 1.1 Confirm the development description with the project team, work schedule, and assumptions to be utilized in the traffic impact study. Obtain the project site plan that illustrates the access scheme to the project site in digital format.
- 1.2 Contact City staff to discuss the proposed project and planned access and circulation scheme, confirm our approach for the traffic impact study, identify pertinent traffic issues and concerns, and formalize the Scope of Work for the traffic study.

##### **Task 2: Data Collection and Research**

- 2.1 Visit the project study area to confirm existing conditions with respect to existing development, site access, parking use, and areas of congestion in order to verify our overall understanding of traffic conditions in the area which might affect this project.
- 2.2 In conjunction with Task 2.1, confirm the existing roadway striping, traffic control measures, curbside parking restrictions, adjacent intersection configurations, and other pertinent roadway features.



## **REQUEST FOR PROPOSALS**

### ***Scope of Work***

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- 2.3 Conduct new weekday morning (7:00 AM to 9:00 AM) and afternoon (4:00 PM to 6:00 PM) peak period manual turning movement counts at up to three (3) intersections. Based on our preliminary coordination with City staff, the following three study intersections have been identified for analysis:

- Sepulveda Boulevard & 2nd Street (Signalized)
- Sepulveda Boulevard & 5th Street (Unsignalized)
- Sepulveda Boulevard & 8th Street (Signalized)

In conjunction with the manual turning movement vehicle counts, a count of pedestrian and bicycle volumes will be collected during the peak periods. For purposes of this proposal, it is assumed that new manual weekday AM and PM peak period traffic counts will be required at the three study intersections.

Should City staff and/or staff from other agencies request traffic counts and/or analysis of additional intersections (i.e., more than three intersections), an amendment to our contract will be necessary. Please note that all traffic counts will need to be conducted during typical, non-holiday time periods when local schools are in regular session.

- 2.4 Conduct research for data on file at the City of Manhattan Beach and other adjacent jurisdictions including the Cities of El Segundo, Hermosa Beach and Redondo Beach, as well as recent traffic studies prepared for developments in the project vicinity, regarding the status of other proposed developments (related projects) in the area which may contribute cumulative impacts to the adjacent street system and study locations in the vicinity of the proposed project. The compiled list of related projects will be forwarded for review and acceptance by City staff.

### **Task 3: Trip Generation, Distribution, and Assignment**

- 3.1 Prepare trip generation forecasts for the proposed project for a typical weekday over a 24-hour period, as well as for the weekday commute AM and PM peak hours. The trip generation forecasts will be derived from trip rates listed in *Trip Generation Manual*, 9<sup>th</sup> or 10<sup>th</sup> Edition as directed by the City, published by the Institute of Transportation Engineers (ITE). Appropriate adjustments to the project trip generation forecasts to account for existing uses to be removed will be determined in consultation with City staff. The project trip generation forecasts will be submitted for review and approval by City staff prior to finalization. Should changes occur in the project description after completion of the above tasks, an amendment to this contract may be required.

## **REQUEST FOR PROPOSALS**

### ***Scope of Work***

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- 3.2 Assign the forecast net new weekday AM and PM peak hour trips expected to be generated by the proposed project to the study intersections based on anticipated traffic patterns to and from the project site. The assumed distribution pattern will be submitted for review and approval by City staff prior to finalization.
- 3.3 Prepare trip generation forecasts for the related projects for a typical weekday over a 24-hour period, as well as for the weekday commute AM and PM peak hours utilizing the ITE *Trip Generation Manual* publication. The forecast weekday AM and PM peak hour trips expected to be generated by the related projects will be distributed and assigned to the local street system.
- 3.4 In addition to related projects, consider utilization of an ambient traffic growth factor for purposes of assessing the trips generated by related projects that are currently unknown, and/or are located outside the study area. The ambient growth factor to be utilized in the calculations will be confirmed with City staff prior to commencement of the analysis.

### **Task 4: Project Evaluation and Mitigation Measures**

- 4.1 Prepare weekday AM and PM peak hour Level of Service calculations at the study intersections for existing conditions, existing with project conditions, as well as future conditions without and with the proposed project traffic to determine the potential traffic-related impacts of the project.
- 4.2 Utilize City approved capacity analysis methodologies (e.g., Intersection Capacity Utilization method for signalized intersections and Highway Capacity Manual method for unsignalized intersections) for the Level of Service calculations. The future background traffic volumes will be forecast by applying a growth factor (typically estimated at 1.0 to 2.0% per year) to the existing traffic volumes and adding traffic from cumulative developments (related projects) in the study area.
- 4.3 Assess the impact of the project based on the results of the peak hour intersection analyses and application of only the City of Manhattan Beach significance criteria. Based on this assessment, determine which intersections (if any) will require improvements to mitigate potential traffic impacts associated with the proposed development to less than significant levels.
- 4.4 Coordinate with the project team to identify potential transportation demand management and roadway improvement measures available to reduce any forecast significant impacts to less than significant levels. Based on this



## ***REQUEST FOR PROPOSALS***

### ***Scope of Work***

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coordination, provide recommended mitigation measures which may include demand management measures, signalization improvements, striping modifications, the addition of auxiliary turn lanes, traffic control/limitations at site access points, etc. The recommended mitigation measures will be described within the text of the report. Should concept plans be required to demonstrate the feasibility of any of the recommended mitigation measures, a contract amendment will be required.

- 4.5 It is recognized that the City has not yet adopted any specific changes to metrics as it relates to the evaluation of transportation impacts due to Senate Bill No. 743 (SB 743) and the subsequent guidance document released by the State of California Governor's Office of Planning and Research. As such, the traffic study will include a qualitative discussion to address the current status of SB 743. Detailed vehicle miles traveled calculations are not assumed as part of this Scope of Work but can be provided through a contract amendment.

#### **Task 5: Site Access and Circulation Evaluation**

- 5.1 Review the proposed site plan and provide recommendations to address any potential concerns regarding site access and internal circulation.
- 5.2 Provide recommendations regarding the location of site access driveways, the number of driveways, potential turn restrictions and connectivity with the internal roadway system.
- 5.3 Review the need and feasibility for the installation of site access enhancing measures (e.g., installation of left-turn pockets/lanes, acceleration/deceleration lanes, median installation, potential traffic signal modification, etc.).
- 5.4 Review vehicle access to and from the proposed project loading dock, including travel routes and turning movements, and provide recommendations to address any potential concerns regarding service and delivery loading operations.
- 5.5 Review emergency vehicle access to and from the proposed project site, including travel routes and turning movements, and provide recommendations to address any potential concerns regarding emergency service operations.

#### **Task 6: Congestion Management Program (CMP) Roadway Impact Analysis**

- 6.1 Prepare an analysis of potential impacts at monitoring location(s) identified in the *2010 Congestion Management Program* publication, Los Angeles County Metropolitan Transportation Authority, October 2010. The CMP impact

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thresholds will be reviewed to determine if an analysis is required and, as needed, an evaluation will be prepared of the potential project impacts on the CMP system.

- 6.2 Research transit routes and stops in the project vicinity. Prepare an analysis of potential impacts to public transit consistent with procedures outlined in the CMP manual.

#### **Task 7: Project Parking Analysis**

- 7.1 Review the layout of the project parking scheme shown on the site plan and provide recommendations regarding parking access, number and location of handicap accessible spaces, as required.
- 7.2 Confirm the parking requirements for the project based on City Code. Determine the surplus or deficiency in the on-site parking supply as compared to the Code parking requirement for the proposed project. A parking demand analysis is not assumed to be required.

#### **Task 8: Preparation of the Traffic Impact Study**

- 8.1 Prepare a draft traffic impact study in report format which details all of the above-mentioned items including our analysis, findings and conclusions. The draft study will be suitably documented with tabular, graphic and appendix material. The draft study will be submitted for your review and review by appropriate members of the project team.
- 8.2 If necessary, revise the draft traffic impact study based on project team comments (i.e., one round of revisions assumed) and submit the final report to the City of Manhattan Beach for review upon your authorization. Please note that as the extent of potential comments from the City cannot be determined at this time, revisions or additional analyses which may be requested by the City will be handled through a contract amendment.

#### **Task 9: Attendance at Meetings**

- 9.1 This proposal includes preparation for and attendance by LLG Engineers at one (1) meeting with the project team and/or City staff as part of the traffic impact study preparation, including a review of preliminary findings and recommendations/traffic mitigation measures. We would be pleased to provide additional meeting representation, if requested. An amendment to our contract

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would be provided for your approval prior to providing any additional meeting support.

## **PART B SCOPE OF WORK: EIR/PUBLIC REVIEW CONSULTATION**

### **Task 10: Construction Traffic Analysis**

- 10.1 Obtain from the project team a description of the anticipated construction-related activities during each phase of construction (i.e., grading, foundations, building construction, etc.). In addition, obtain information regarding trucks (i.e., type, size, number, frequency, etc.), as well as the construction workers (i.e., number of workers, shift times, schedule, location(s) of construction worker parking, etc.).
- 10.2 Prepare a trip generation forecast of the construction-related traffic associated with the development of the proposed project during the peak construction phase. Compare the peak construction traffic forecast to the forecast project traffic generation.
- 10.3 Assess the forecast weekday AM and PM peak hour trips expected to be generated by the construction-related activities as compared to the project at completion based on a review of the existing and/or anticipated truck routes and traffic patterns to and from the project site.
- 10.4 Prepare weekday AM and PM peak hour Level of Service calculations at the study intersections for existing conditions, existing with peak project construction traffic conditions (e.g., during export haul operations, peak project construction, etc.), as well as future conditions without and with the project peak construction traffic to determine the potential traffic-related impacts of the project.
- 10.5 If necessary, identify improvements to mitigate any potential construction traffic impacts associated with the proposed project to less than significant levels.

### **Task 11: Draft EIR Project Alternatives**

- 11.1 Review the project alternatives and provide input with respect to the potential trip generation. This task assumes that a qualitative analysis of the project alternatives will be required and that no formal intersection level of service analyses will be required. Should a full, quantitative analysis be required for the project alternatives, an amendment would be prepared. This proposal



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assumes up to three (3) project alternatives, including the No Project alternative, will be required.

#### **Task 12: Consultation Related to the Draft EIR**

- 12.1 Review the Draft EIR Traffic and Circulation Section and provide comments to the project team. This task includes one complete review of the Draft EIR Traffic and Circulation Section (i.e., the initial draft).

#### **Task 13: Response to Comments/Final EIR Support**

- 13.1 Coordinate with the environmental consultant in obtaining a response to comments template. It is assumed that the template will include copies of all of the comment letters received as of the close of the public comment period and that each comment letter and individual comment will be numbered and allocated to each area of discipline (e.g., to traffic and transportation).
- 13.2 Review the comment letters and individual comments associated with traffic and transportation issues. Prepare written responses to those comments included in the traffic and transportation discipline and forward to the project team for incorporation into the Final EIR. As the extent of the comments is not known at this time, a budget of \$2,500.00 has been assumed as part of this work effort. Should the number of comments be extensive and require additional consultation, an amendment to our contract will be necessary.

### ***OPTIONAL PART C SCOPE OF WORK: PUBLIC HEARING ATTENDANCE***

#### **Task 14: Attendance at Public Hearings**

- 14.1 This optional task covers fees associated with the preparation for and attendance by LLG Engineers at up to two (2) public hearings and/or community meetings. We would be pleased to provide additional public hearing representation, if requested. An amendment to our contract would be provided for your approval prior to providing any additional meeting/hearing support. A budget of \$2,700.00 is estimated for each hearing and includes review of the City's staff report, preparation, travel, and attendance at each hearing.

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**ADDITIONAL SERVICES**

Work items requested outside the Scope of Work outlined above, such as changes to the project description, the conduct of additional traffic counts, analysis of additional study locations, preparation of conceptual roadway improvement plans, additional analyses, and/or attendance at additional meetings or additional public hearings may require a contract amendment. No additional work will be performed without prior authorization.

**Attachment 2: Rincon Standard Fee Schedule**





## RINCON CONSULTANTS, INC.

### Standard Fee Schedule for Environmental Sciences and Planning Services

The Rincon Consultants fee schedule illustrates how professionals and support time is charged to projects. Direct costs associated with project labor are billed to the project as described under Reimbursable Expenses.

Professional, Technical & Support Personnel*	Hourly Rate
Principal II	\$230
Principal I	\$215
Senior Supervisor II	\$195
Supervisor I	\$185
Senior Professional II	\$165
Senior Professional I	\$150
Professional IV	\$135
Professional III	\$120
Professional II	\$105
Professional I	\$95
Environmental Technician/Field Aide III	\$90
Environmental Technician/Field Aide II	\$85
Environmental Technician/Field Aide I	\$80
Senior GIS Specialist	\$130
GIS/CADD Specialist II	\$115
GIS/CADD Specialist I	\$100
Graphic Designer	\$95
Technical Editor	\$105
Production Specialist	\$80
Clerical/Administrative Assistant I	\$75

\*Professional classification includes: environmental scientists, urban planners, biologists, geologists, marine scientists, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$310.

#### Photocopying and Printing

Photocopies will be charged at a rate of \$0.16/copy for single-sided copies and \$0.32 for double-sided copies. Colored copies will be charged at a rate of \$1.50/copy for single-sided and \$3.00/copy for color, double-sided or 11"x17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

#### Reimbursable Expenses

Reimbursable Expenses are costs associated with completing a project that are not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. *Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.*
2. *Transportation fees; company-owned vehicles will be billed \$85/day for light-duty vehicles and trucks \$135/day for 4-WD/off road vehicles, plus \$0.65/mile for mileage over 50. Mileage rate of \$0.65/mile applies to all miles incurred in employee-owned vehicles.*



## RINCON CONSULTANTS, INC.

### Equipment Schedule for Environmental Sciences and Planning Services

Equipment	Day Rate
<b>Environmental Site Assessment</b>	
Brass Sample Sleeves, Bailers, Disposable Bailers	\$25
Water Level Indicator, DC Purge Pump	\$40
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
Flame Ionization Detector	\$200
<b>Natural Resources &amp; Multi-Services Field Equipment</b>	
Trimble GPS (sub-meter accuracy)	\$190
UAS Drone	\$250
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian Survey Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$150
Remote Field Package, (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$125
Sound Level Metering Field Package: anemometer, tripod and digital camera.	\$100
Construction Monitoring Field Package: (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$95
Standard Field Package (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$50
Minnow trap	\$85
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large Seine	\$10/\$50
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$.50
<b>Water &amp; Marine Resources Equipment</b>	
Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$200
Boat (20 ft. Boston Whaler or Similar)	\$300
Boat (27 ft. Wilson or Similar)	\$550
Side Scan or Single Beam Sonar	\$700
Underwater & Marine Sampling Gear includes: Photo/Video Camera, Dissolved Oxygen Meter, Temp-pH-Conductivity Meter, Tanks, BCD, Regulators, Binoculars, Tapes, Buoys, Floats, etc.	\$50
Marine Field Package: (Personal Flotation Devices (PFDs), 100 ft. Reel Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guides)	\$50
<b>Insurance, Hazard &amp; Safety Fees</b>	
L & H Dive Insurance	\$50 person
Hazard Premium (In or Underwater ONLY per/hour)	1.25 X hourly
Level C Health and Safety	\$60 person