SIXTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND PLACEWORKS, INC.

THIS SIXTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Fifth Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and PlaceWorks, Inc., a California corporation ("Consultant" or "Contractor").

WHEREAS, on October 4, 2016, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement"); and

WHEREAS, on December 19, 2017, the parties hereto entered into that certain First Amendment to the Agreement between the City and Consultant ("First Amendment"); and

WHEREAS, on April 16, 2019, the parties hereto entered into that certain Second Amendment to the Agreement between the City and Consultant ("Second Amendment"); and

WHEREAS, on March 17, 2020, the parties hereto entered into that certain Third Amendment to the Agreement between the City and Consultant ("Third Amendment"); and

WHEREAS, on October 4, 2022, the parties hereto entered into that certain Fourth Amendment to the Agreement between the City and Consultant ("Fourth Amendment"), and

WHEREAS, on February 21, 2023, the parties hereto entered into that certain Fifth Amendment to the Agreement between the City and Consultant ("Fifth Amendment"), and

WHEREAS, City and Consultant desire to amend the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment (collectively "Amended Agreement") pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree to make the following amendments to the Amended Agreement:

SECTION 1. EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement is hereby amended to add the following scope of services:

Task 2.4: Community Workshops
Additional time for PlaceWorks to adequately prepare for General Plan Community Workshop (one for GP rollout and one for Zoning/LCP).

Deliverable(s):
- Additional time to prepare and facilitate the General Plan Community Workshop

Task 4.6: Prepare GP/Article XXVII MOU
PlaceWorks shall prepare a detailed memorandum providing an overview of the difference between General Plan CEQA buildout analyses needed and those needed for Article XXVII and proper application to be placed on the ballot.

PlaceWorks shall revise assumptions and scope of the analyses to comply with Article XXVII requirements (as compared to CEQA Buildout Analysis) used to update Traffic Model Inputs that resulted from a change to the Artesia Aviation Corridor Area Plan (AACAP) assumptions to a 1.5 FAR as directed by City Council.

Deliverable(s):
- Updated buildout comparison memorandum and calculation revisions to include AACAP 1.5 FAR changes as directed by City Council

Task 7.3: Element Production
Additional budget to address edits and refinements to the General Plan from City Departments and any final revisions as directed by City Council upon adoption.

Deliverable(s):
- Updated Draft General Plan and Final General Plan Document (digital)

Task 8.3: Program Environmental Impact Report
This task includes adjustments for rate changes, and additional analysis for Zoning and Local Coastal Program Amendments not previously included in the scope of the Program EIR and prior authorizations.

Deliverable(s):
- Additional section within Program EIR to address changes to the Zoning Code and Local Coastal Program

Task 8.9: CEQA Project Management
This task covers the additional time needed for routine project management, including regular project progress calls and check ins related to the efficient completion of the environmental analysis and (Program Environmental Impact Report) in support of the zoning changes and LCP Amendment that are in addition to the General Plan discussions. No in person meetings are assumed at this time.

Deliverable(s):

- Bi-weekly virtual meetings (through November 2024)

Task 9.6 Article XXVII Traffic Impact Analysis

Article XXVII stipulates specific analysis methods that exceed the level of analysis required by the City of Redondo Beach's transportation impact study guidelines

In the Fourth Amendment, Fehr & Peers estimated 33 total study intersections for Article XXVII based on direction from the City on anticipated areas of change that would meet the Article XXVII thresholds. The locations were predominantly within the 3,000 feet radius of the Housing Element inventory sites.

Many additional parcels have been determined to have the potential for a major change in allowable land use from what was evaluated in July 2022.

Fehr & Peers conducted a 3,000' buffer analysis of all final parcels that could potentially qualify as a major change in allowable land use. The combined buffers include all of the City of Redondo Beach, as well as additional locations within the City of Hermosa Beach.

As a result, Fehr & Peers will collect counts at a total of 101 locations, inclusive of peak period (four hour) intersection turning movement traffic volumes, pedestrian/bicycle, and/or 24-hour roadway segment volumes, a net increase of up to 68 study locations from what was approved in the fourth amendment. Net direct cost increase for data collection is $4,000 beyond what was previously authorized.

Fehr & Peers will develop a Synchro traffic analysis model for existing conditions to be used by Public Works staff for future studies and infrastructure planning.

Fehr & Peers will provide future conditions analysis for the locations needed for the Article XXVII analysis, which will be inclusive of the HCM, ICU and HCM Urban Arterials methodologies as required by Article XXVII.

Deliverable(s):

- Citywide Synchro signalized intersection traffic analysis model for Article XXVII needs and for future use by Public Works for infrastructure development and future studies
- Counts at up to 68 additional study locations (101 total)
- Article XXVII analysis at up to 68 additional study locations (101 total)

TASK 10.1: PROJECT MANAGEMENT

Extend Project Management for an additional 12 months for anticipated project completion in November 2024. This task covers the additional time needed for routine project management, interdepartmental coordination and follow-up related to the efficient completion of the General Plan, CEQA documents, zoning changes and LCP Amendment. As needed virtual coordination through November 2024 is assumed.

Deliverable(s):

- Project Management coordination time through November 2024

TASK 10.2: PROJECT TEAM MEETINGS

Extend Team Meetings for an additional 12 months for anticipated project completion in November 2024. This task covers the additional time needed for regular project progress calls and check ins related to the efficient completion of the General Plan, CEQA documents, zoning changes and LCP Amendment. Bi-weekly virtual meetings through November 2024. No in person meetings are assumed at this time.

Deliverable(s):

- Bi-weekly virtual meetings through November 2024

(New)Task 14. ARTICLE XXVII ANALYSIS

Preparation of studies and identified measures required to meet the provisions Sections 27.4 b and 27.5 a. 3 & 4 of Article XXVII (was not previously scoped). Analysis includes a description of the mitigations/measures identified/recommended to minimize neighborhood impacts and incompatibility as it relates to the Article XXVII buildout calculation assumptions. This assumes up to 60 hours of time for Placeworks staff and additional traffic analysis that includes:

Fehr & Peers will test up to 8 prototypical intersection operational improvements (not CEQA traffic mitigation measures as they no longer apply to CEQA) to address intersections that are determined to operate at LOS E or F based on the Article XXVII analysis. These operational improvements will be tested in the Synchro software program using the HCM methodology, so that the benefits of signal phasing, roadway restriping, and other improvements that can be accommodated within existing rights of way can be determined.

The 8 prototypical mitigation measures will then be qualitatively evaluated to determine the types and locations of intersections where they could be applicable, and the potential benefit will be described. Mitigation measures will be described in narrative form, with a map indicating the potential locations where the prototypical measures may also apply also being prepared.

Only qualitative mitigation measures at all intersections that are ultimately determined to operate at LOS E or F are included. Conceptual traffic improvement plan graphics at

impacted intersections requiring mitigation could be provided, if requested, for a separate scope and fee.

Deliverable(s):

- Report/document/memorandum to accompany Article XXVII ballot materials

(New) Task 15: AS-NEEDED STAFF SUPPORT SERVICES FOR THE GENERAL PLAN

Time and materials as needed to prepare necessary documents in support of the General Plan update and Zoning Ordinance and LCP consistency updates that are not otherwise identified in this scope. Assistance may include, but is not limited to preparation and posting of website content, interdepartmental coordination, research, and follow-up actions needed to resolve questions or issues as directed by the Community Development Director.

Deliverable(s):

- Meeting attendance or preparation of materials as needed and directed by the City.

(New Optional) Task 16: BALLOT MEASURE PREPARATION SUPPORT

Time and materials as needed to prepare necessary documents in support of required ballot measure for the General Plan update and Zoning Ordinance and LCP consistency updates.

Deliverable(s):

- Meeting attendance or preparation of materials as needed and directed by the City.

SECTION 3. EXHIBIT "C" COMPENSATION of the Amended Agreement is hereby amended and revised to increase the total cost for this Sixth Amendment in the amount of $**295,225** which increases the total compensation amount from **$1,977,147** to an amount not to exceed **$2,272,372**.

Standard Fee Schedule

PlaceWorks – 2024 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	$210–$335
Associate Principal	$195–$275
Senior Associate II	$170–$260
Senior Associate I	$160–$220
Associate II	$135–$190
Associate I	$125–$175
Project Planner	$105–$165
Planner	$90–$145
Graphics Specialist	$90–$155
Administrator	$145–$235
Clerical/Word Processing/Technical Editor	$45–$155
Intern	$80–$115

Subconsultants are billed at cost plus 10% Mileage reimbursement is at the standard IRS-approved rate.
Possible yearly increase of 5% on bill rates.

2024_StdFeeSch_01-09-24

Compensation

The compensation to perform the additional scope of work shall not exceed $**295,225**.

Table 1. Compensation

TASK	SIXTH AMENDMENT AUGMENT
LABOR EXPENSES	
Task 2.4 Community Workshop & Survey/Online Feedback This request is to supplement the General Plan workshop amount, which was budgeted 6 years ago at the outset of the project	$6,000
Task 4.6: Prepare GP/Article XXVII MOU Article XXVII Final Edits/Refinements to the Buildout Analysis used for the Traffic Model Inputs (Aviation 1.5 FAR updates upon City Council direction)	$2,500
Task 7.3 Element Production Additional budget to address edits and refinements to the General Plan from City Departments and any final revisions as directed by City Council upon adoption	$21,000
Task 8.3: Program Environmental Impact Report Additional section of EIR required to meet the provisions of Article XXVII	$10,600
Task 8.9: CEQA Project Management Extend CEQA Project Management budget an additional 12 months for project completion in November 2024, and management of two additional subconsultants (Cogstone (Historic and Cultural) and ECORP (Noise)) which was not originally scoped.	$9,120
Task 9.6: Article XXVII Traffic Impact Analysis	$152,020

Table 1. Compensation

TASK	SIXTH AMENDMENT AUGMENT
Conduct Article XXVII traffic analysis at up to 68 additional study locations. Collect traffic counts at up to 68 additional locations (for 101 total). Prepare citywide Synchro signalized traffic analysis model for Article XXVII needs and for future infrastructure planning/studies by Public Works staff.	
Task 10.1: Project Management Extend CEQA Project Management budget an additional 12 months for project completion in November 2024.	$5,000
Task 10.2: Project Team Meetings Extend Team Meeting budget an additional 12 months for project completion in November 2024.	$22,440
Expenses Additional expenses for Fehr & Peers (traffic counts related to Article XXVII)	$4,400
NEW TASKS	
(New) Task 14 Article XXVII Analysis Preparation of study required to meet the provisions Sections 27.4 b and 27.5 a. 3 & 4 of Article XXVII (not previously scoped). This (New) "Task" also includes the Article XXVII Prototypical Traffic Operational Enhancements as determined by F&P.	$38,145
(New) Task 15. As-Needed Staff Support Services for the General Plan Time and materials as needed and as directed by the Community Development Director to prepare necessary documents in support of the General Plan update and Zoning Ordinance and LCP consistency updates that are not otherwise identified in this scope.	$16,000
(New Optional) Task 16 Ballot Measure Support/Preparation Time and Materials as needed to prepare any materials necessary to support the General Plan Update, and Zoning Changes/LCP edits for anticipated ballot measure process.	$8,000
Grand Total Labor	**$295,225**

SECTION 4. MODIFICATION

Except as expressly set forth herein, the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment shall continue in full force and effect. The Agreement together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and this Sixth Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency between this Sixth Amendment and the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment the terms of this Sixth Amendment shall prevail. This Sixth Amendment may be modified or amended only by a subsequent writing executed by all of the parties and approval by the City Council.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this Sixth Amendment as of this 12th day of March 2024.

CITY OF REDONDO BEACH
A chartered municipality

DocuSigned by:
6BC0853B8F644F1...
James A. Light, Mayor

PLACEWORKS, INC.
a California Corporation

DocuSigned by:
Wendy Nowak
AA27F1E389504BE...
By: _____
Name: Wendy Nowak
Title: Principal

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...
Eleanor Manzano, City Clerk

APPROVED

DocuSigned by:
Diane Strickfaden
ABED8CF35EEF48C...
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:
Michael W. Webb
669049EDE03D402...
Michael W. Webb, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Risk & Insurance Services
17901 Von Karman Avenue, Suite 1100
(949) 399-5800; License #0437153
Irvine, CA 92614
Attn: NewportBeach.CertRequest@marsh.com/F: 212-948-4323
CN115158923--01-23-24

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance Co	44520
INSURER B : Travelers Property Casualty Co. of America	25674
INSURER C : N/A	N/A
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
PlaceWorks, Inc
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707

COVERAGES **CERTIFICATE NUMBER:** LOS-002288075-18 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X BI & PD Ded. $5,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			EPK144434	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Contractors Pollution	$ $ $ $ $ $ $	5,000,000 50,000 5,000 5,000,000 5,000,000 5,000,000 5,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA1N96406A2343G	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Deductibles	$ $ $ $ $	1,000,000 1,000
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $	
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB7K7286762343G	07/01/2023	07/01/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
A	Errors & Omissions-Claims Made Retro Dates: See 2nd Page			EPK144434	07/01/2023	07/01/2024	Each Claim/Aggregate		5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Redondo Beach, its officers, elected, and appointed officials, employees, and volunteers are included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to General Liability.

CERTIFICATE HOLDER
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marsh Risk & Insurance Services

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN115158923

LOC #: Irvine

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh Risk & Insurance Services		PlaceWorks, Inc 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Errors & Omissions Retro Dates:

7/1/99 - Planning Center, Inc.

1/1/87 - Design Community & Engineering Inc.

Subject to policy terms, conditions, limitations and exclusions.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Policy# BA1N96406A2343G - Effective 07/01/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**

B. **BLANKET ADDITIONAL INSURED**

C. **EMPLOYEE HIRED AUTO**

D. **EMPLOYEES AS INSURED**

E. **SUPPLEMENTARY PAYMENTS - INCREASED LIMITS**

F. **HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS**

G. **WAIVER OF DEDUCTIBLE - GLASS**

H. **HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT**

I. **PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT**

J. **PERSONAL PROPERTY**

K. **AIRBAGS**

L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

M. **BLANKET WAIVER OF SUBROGATION**

N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION** II - **COVERED AUTOS LIABILITY COVERAGE:**

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in **A.1., Who Is An Insured, of SECTION** II - **COVERED AUTOS LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured, of SECTION** II - **COVERED AUTOS LIABILITY COVERAGE:**

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your busi- ness.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance, of SECTION IV - BUSINESS AUTO CONDITIONS:**

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be cov. ered "autos" you own:

      (1) Any covered "auto" you lease, hire, rent or borrow; and

      (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

©2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2),** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4),** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day be- cause of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **8.7., Policy Period, Coverage Territory,** of **SECTION IV - BUSINESS AUTO CONDITIONS:**

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, em- bargo, or similar regulation imposed by the United States of America applies to and pro- hibits the transaction of business with or within such country or jurisdiction, for Cov- ered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and H1at is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

   (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

   (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

   (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

   (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE.

   (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit describecl in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have usecl up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Jnc. with its permission.

You agree to maintain all required or compulsory insurance in any such coun- try up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory in- surance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph **D., Deductible,** of **SECTION III - PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses,** of **SECTION** III - **PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses,** of **SECTION** III - **PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions,** of **SECTION** III - **PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions,** of **SECTION** III - **PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.,** but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.,** of **SECTION IV- BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.,** Transfer **Of Rights Of Recovery Against Others To Us,** of **SECTION IV - BUSINESS AUTO CONDI- TIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **8.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV - BUSINESS AUTO CONDITIONS:**

The unintentional om1ss1on of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract.	Where Required By Written Contract.
Information required to complete this Schedule, if not shown above, will beshown in the Declarations.	

A. Section III - Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Crum Forster
part of the FAIRFAX group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON--CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CON1'RACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Oraanizationfs)
Where Required by Written Contract

A. SECTION III - WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work· for that person or organization performed by you, or by those acting on your behalf.

   This insurance shall be primary and non-contributory, but only in the event of a named Insured's sole negligence.

B. We waive any right of recovery we may have against the person(s) or organization(s) indicated In the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).

C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" lo which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

FIFTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND PLACEWORKS, INC.

THIS FIFTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Fifth Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Placeworks, Inc., a California corporation ("Consultant" or "Contractor").

WHEREAS, on October 4, 2016, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement"); and

WHEREAS, on December 19, 2017, the parties hereto entered into that certain First Amendment to the Agreement between the City and Consultant ("First Amendment"); and

WHEREAS, on April 16, 2019, the parties hereto entered into that certain Second Amendment to the Agreement between the City and Consultant ("Second Amendment"); and

WHEREAS, on March 17, 2020, the parties hereto entered into that certain Third Amendment to the Agreement between the City and Consultant ("Third Amendment"); and

WHEREAS, on October 4, 2022, the parties hereto entered into that certain Fourth Amendment to the Agreement between the City and Consultant ("Fourth Amendment"), and

WHEREAS, City and Consultant desire to amend the Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment (collectively "Amended Agreement") pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree to make the following amendments to the Amended Agreement:

SECTION 1. EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement is hereby amended in the following respects:

Task 2.3: General Plan Advisory Committee
PlaceWorks shall conduct one final meeting with the General Plan Advisory Committee to present the consolidated set of edits made to the General Plan goals, policies and implementation actions before the draft updates to the General Plan are released for public review.
Deliverable(s):

- Final GPAC Meeting (Consolidated edits to General Plan)

Task 2.4: Community Workshop & Survey/Online Feedback (Zoning Code and LCP Amendments)
PlaceWorks shall prepare for and facilitate one additional in-person community workshop to focus on the proposed edits to the Zoning Code. It should be noted that one General Plan workshop remains.

PlaceWorks shall also input the General Plan Elements and draft Zoning Code in Konevio, a virtual commenting software, so that the public may provide input on the proposed documents before they are forwarded to Planning Commission and City Council for review.
Deliverable(s):

- Preparation for and facilitation of in-person community workshop (Zoning only, or GP and Zoning, TBD)
- Set up and facilitation of Konevio commenting software

(New) Task 4.6: Prepare GP/Article XXVII MOU
Placeworks shall prepare a detailed memorandum providing an overview of the difference between General Plan CEQA buildout analyses needed and those needed for Article XXVII and proper application to be placed on the ballot.
Deliverable(s):

- Buildout comparison memorandum

Task 7.3: Element Production
PlaceWorks shall prepare final edits to the draft general plan elements after receiving comments from staff prior to being presented to GPAC and the public for review. Budget covers all elements, Open Space and Conservation, Land Use, Introduction, etc. Includes new Table of Contents. Placeworks shall prepare public review draft and any final edits needed after Planning Commission and City Council action.
Deliverable(s):

- Formatting, consolidating edits, developing a consolidated General Plan draft (for GPAC final meeting and for public comment)
- Final draft General Plan (after Planning Commission and City Council Hearings)

TASK 10.2: PROJECT TEAM MEETINGS
This task covers the additional time needed for routine project management, including regular project progress calls and check ins related to the efficient completion of the zoning changes and LCP Amendment that are in addition to the General Plan discussions. Placeworks shall conduct bi-weekly meetings with the consultant team and periodic, as-needed coordination with the City in between scheduled meetings. If it is determined over the course of this effort that additional meetings to strategize on particular topics are needed, then a revision to this scope and budget would be needed. No in person meetings are assumed at this time.

Deliverable(s):

- Bi-weekly virtual meetings

(New) Task 12: Prepare Revisions to the City's Zoning Code

This additional scope ensures zoning code consistency with the general plan update.

12.1 Review of Existing Code. PlaceWorks shall review the code in the context of the proposed changes to the General Plan, state laws such as SB 35 and SB 330, and any changes the City needs to make to be consistent with the certified Housing Element so that all General Plan and Zoning changes may be placed on the ballot at the same time. Time shall be spent reviewing the programs in the Housing Element to ensure they are being implemented in a timely manner.

12.2 Draft Zoning Code Revisions. PlaceWorks shall add text in track-change mode to the draft code to aid in staff review. Placeworks shall provide the edits in tracked changes format (Word) for integration into the City's document once adopted. PlaceWorks shall coordinate with Veronica Tam to gain clarification and direction as it relates to items that need to be included and how to address them to satisfy Housing Element requirements.

12.3 Zoning Map and Districts. The zoning district map shall be updated for consistency with the General Plan and completed as separate GIS layers. Placeworks shall ensure that the resulting zoning map is readily accessible and that the data presented enables analysis. This effort shall also highlight parcels that are inconsistent with the General Plan so the EIR can evaluate zoning changes.

It is assumed that PlaceWorks' GIS staff will need to spend time identifying any inconsistencies between the current GP and Zoning as well as applying new zoning changes, which Placeworks anticipates would involve a back and forth review with the City.

12.4 Public Review Draft Code. PlaceWorks shall prepare the draft code in PDF for posting on the City's website. Following the review period, PlaceWorks shall discuss the comments with staff, make changes as directed, and produce a final draft for consideration by the Commission and Council. Placeworks shall also summarize the changes for the Staff report and draft the ordinance, and public notices.

Deliverable(s):

- Updated Zoning Code revisions and new text (Administrative, Public Review, and Final Drafts) and zoning district map.

(New) Task 13: Prepare LCP Amendment

PlaceWorks shall conduct a high-level review existing materials to start to assess expectations for an LCP update that creates consistency with the General Plan and Zoning edits that are proposed. Placeworks shall compile list of edits that need to be

made to City's LCP and identify the work effort that would be required to prepare the LCP update. Updates shall include revisions to the Coastal Land Use Plan Map (to reflect Residential Overlay and changes to designation names for the beach front properties, among others) and edits to the IP.

Deliverable(s):

- Review of current LCP
    - List of LCP amendments and evaluation of LUP mapping
    - Assessment of Current Issues LCP creating for City (City memo/overview)
- Summary of findings and recommendations from review of materials
- Updated Land Use Map and Text revisions to the City's LCP
- Assemblage of all materials needed to present to the City Council for review prior to taking action (to add to the ballot).

TASK 10.2: PROJECT TEAM MEETINGS

This task covers the additional time needed for routine project management, including regular project progress calls and check ins related to the efficient completion of the zoning changes and LCP Amendment that are in addition to the General Plan discussions. No in person meetings are assumed at this time.

Deliverable(s):

- Bi-weekly virtual meetings

SECTION 2. EXHIBIT "C" COMPENSATION of the Amended Agreement is hereby amended and revised to increase the total cost from **$1,761,647** to an amount not to exceed **$1,977,147**. Tasks with budgets available for repurpose/reallocation are itemized first followed by additional budgets required to complete identified tasks.

Standard Fee Schedule

PlaceWorks – 2023 Standard Fee Schedule

Staff Level	Hourly Bill Rate
Principal	$210–$335
Associate Principal	$195–$275
Senior Associate II	$170–$260
Senior Associate I	$160–$215
Associate II	$135–$190
Associate I	$125–$175
Project Planner	$105–$165
Planner	$90–$145
Graphics Specialist	$90–$155
Administrator	$145–$200
Clerical/Word Processing/Technical Editor	$45–$150
Intern	$80–$115

Subconsultants are billed at cost plus 10%. Mileage reimbursement rate is the standard IRS-approved rate. Possible yearly increase of 5% on bill rates.

2023_v.1_(01-09-23)

Compensation

The compensation to perform the additional scope of work shall not $215,500.

Table 1. Compensation

TASK	COST
LABOR EXPENSES	
Task 2.3: General Plan Advisory Committee	$6,000
Task 2.4 Community Workshop & Survey/Online Feedback	$12,000
(New) Task 4.6: Prepare GP/Article XXVII MOU	$12,000
Task 7.3: Element Production	$20,000
Task 10.2: Project Team Meetings	$4,400
(New) Task 12: Prepare Revisions to the City's Zoning Code	$85,000
(New) Task 13: Prepare LCP Amendment	$75,000
Total Labor	**$214,400**
Reimbursables (Konveio platform to collect comments)	**$1,100**
GRAND TOTAL	**$215,500**

Notes: Reimbursable expenses are estimated above and include the costs for printing, photography, copies, blueprinting, and deliveries. The above budget is an estimate. Actual reimbursable expenses will be billed at cost plus 12.5%.

SECTION 3. MODIFICATION

Except as expressly set forth herein, the Agreement, the First Amendment, the Second Amendment, Third Amendment and Fourth Amendment shall continue in full force and effect. The Agreement together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and this Fifth Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency between this Fifth Amendment and the Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment the terms of this Fifth Amendment shall prevail. This Fifth Amendment may be modified or amended only by a subsequent writing executed by all of the parties and approval by the City Council.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this Fifth Amendment as of this 21st day of February 2023.

CITY OF REDONDO BEACH
A chartered municipality

DocuSigned by:
William C. Brand
E6413C7231DF4E1...

William C. Brand, Mayor

PLACEWORKS, INC.
a California Corporation

DocuSigned by:
Wendy Nowak
AA27F1E389504BE...

By: _____
Name: Wendy Nowak
Title: Principal

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...

Eleanor Manzano, City Clerk

APPROVED

DocuSigned by:
Diane Strickfaden
ABED8CF35EEF48C...

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:
Michael W. Webb
669049EDE03D402...

Michael W. Webb, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614 Attn: NewportBeach.CertRequest@marsh.com/F: 212-948-4323 CN115158923--01-22-23	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED PlaceWorks, Inc 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Crum & Forster Specialty Insurance Co — 44520 **INSURER B :** Travelers Property Casualty Co. of America — 25674 **INSURER C :** N/A — N/A **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002288075-16 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X BI & PD Ded. $5,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			EPK140207	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Contractors Pollution	$ 5,000,000 $ 50,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA1N96406A2243G	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Deductibles	$ 1,000,000 $ $ $ $ 1,000
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB7K7286762243G	07/01/2022	07/01/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Errors & Omissions-Claims Made Retro Dates: See 2nd Page			EPK140207	07/01/2022	07/01/2023	Each Claim/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Redondo Beach, its officers, elected, and appointed officials, employees, and volunteers are included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to General Liability.

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN115158923

LOC #: Irvine

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh Risk & Insurance Services		PlaceWorks, Inc 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Errors & Omissions Retro Dates:

7/1/99 - Planning Center, Inc.

1/1/87 - Design Community & Engineering Inc.

Subject to policy terms, conditions, limitations and exclusions.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**

B. **BLANKET ADDITIONAL INSURED**

C. **EMPLOYEE HIRED AUTO**

D. **EMPLOYEES AS INSURED**

E. **SUPPLEMENTARY PAYMENTS - INCREASED LIMITS**

F. **HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS**

G. **WAIVER OF DEDUCTIBLE - GLASS**

H. **HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT**

I. **PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT**

J. **PERSONAL PROPERTY**

K. **AIRBAGS**

L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

M. **BLANKET WAIVER OF SUBROGATION**

N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION** II - **COVERED AUTOS LIABILITY COVERAGE:**

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in **A.1., Who Is An Insured, of SECTION** II - **COVERED AUTOS LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured, of SECTION** II - **COVERED AUTOS LIABILITY COVERAGE:**

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your busi- ness.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance, of SECTION IV - BUSINESS AUTO CONDITIONS:**

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be cov. ered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

©2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2),** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4),** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day be- cause of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **8.7., Policy Period, Coverage Territory, of SECTION IV - BUSINESS AUTO CONDITIONS:**

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, em- bargo, or similar regulation imposed by the United States of America applies to and pro- hibits the transaction of business with or within such country or jurisdiction, for Cov- ered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and H1at is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit describecl in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have usecl up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Jnc. with its permission.

You agree to maintain all required or compulsory insurance in any such coun- try up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory in- surance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph **D., Deductible,** of **SECTION III - PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses,** of **SECTION** III - **PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses,** of **SECTION** III - **PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions,** of **SECTION** III - **PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions,** of **SECTION** III - **PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.,** but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.,** of **SECTION IV- BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.,** Transfer **Of Rights Of Recovery Against Others To Us,** of **SECTION IV - BUSINESS AUTO CONDI- TIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **8.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV - BUSINESS AUTO CONDITIONS:**

The unintentional om1ss1on of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract.	Where Required By Written Contract.
Information required to complete this Schedule, if not shown above, will beshown in the Declarations.	

A. Section III - Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Crum & Forster
part of the FAIRFAX group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON--CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CON1'RACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Oraanizationfs)
Where Required by Written Contract

A. SECTION III - WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work· for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named Insured's sole negligence.

B. We waive any right of recovery we may have against the person(s) or organization(s) indicated In the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).

C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" lo which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

FOURTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND PLACEWORKS, INC.

THIS FOURTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Fourth Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Placeworks, Inc., a California corporation ("Consultant" or "Contractor").

WHEREAS, on October 4, 2016, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement"); and

WHEREAS, on December 19, 2017, the parties hereto entered into that certain First Amendment to the Agreement between the City and Consultant ("First Amendment"); and

WHEREAS, on April 16, 2019, the parties hereto entered into that certain Second Amendment to the Agreement between the City and Consultant ("Second Amendment"); and

WHEREAS, on March 17, 2020, the parties hereto entered into that certain Third Amendment to the Agreement between the City and Consultant ("Third Amendment"); and

WHEREAS, City and Consultant desire to amend the Agreement, First Amendment, Second Amendment, and Third Amendment (collectively "Amended Agreement") pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree to make the following amendments to the Amended Agreement:

a. **Study Sessions and Public Hearings**

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**II. Consultant's Duties, Phase 2. Community Engagement Program, Task 2.5 Study Sessions and Public Hearings**" is hereby amended to add the following duties and deliverables:

"***Study Sessions***
At the City's request, Consultant shall co-host study session(s) with the Planning Commission and City Council (joint session if desirable) to provide preliminary feedback regarding the concepts and approaches related to the land use plan.

The format and intent of the study session(s) will vary from the public hearings to adopt the General Plan. These session(s) are intended to keep decision makers informed, get informal approval at key points, and provide an additional opportunity for community participation. Consultant(s) may participate in these study session(s) as determined by the City in lieu of Consultant(s) attending the same number of public hearings prescribed below.

Public Hearings

Consultant shall participate in up to four (4) public hearings for the public draft Revised Land Use; Conservation, Recreation and Parks, and Open Space; Noise; and Safety Elements with both the Planning Commission and City Council (total of eight hearings) as determined by the City. This task includes some preparation in support of the study session(s) or hearings with the City to prepare the PowerPoint presentations and staff reports and the Consultant(s) to be in attendance by up to two staff members of the Consultant as well as representatives from Sub-Consultants Fehr and Peers and BAE, as needed. Sub-Consultant Fehr and Peers will attend up to 3 public meetings (study session or public hearing) and will provide input on the preparation of presentation materials as it relates to land use changes and their effect on transportation.

Consultant(s) shall work with City staff in support of the City staff's development of required staff reports and PowerPoint presentations. At the study session(s) and/or hearings, the Consultant shall be available for presentations and responding to questions and comments received.

City will be responsible for any subsequent work related to revisions of the adopted Local Coastal Program (including text changes or coordination/hearings with the California Coastal Commission).

Deliverables:

- Support City staff's preparation of staff reports and PowerPoint presentations
- Attendance at Study Sessions or Public Hearings (up to 8 total, at Planning Commission and City Council)."

b. Land Use Constraints and Issues - Infrastructure

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Agreement entitled, "**II. Consultant's Duties, Phase 3. Review Existing Conditions and Data, Task 3.2 Review of Existing General Plan Land Use and Zoning, Land Use Constraints and Issues - Infrastructure**" is hereby amended to add the following duties and deliverables:

"***Land Use Constraints and Issues - Infrastructure***
Consultant shall meet with Redondo Beach Public Works staff to assess the availability and adequacy of existing and planned infrastructure to support future development. Analyses shall include wastewater collection and treatment, water supply and distribution facilities, storm drainage infrastructure, and solid and hazardous waste disposal based on review of existing studies and reports. In addition, Consultant shall consult with external service agencies, including Southern California Gas, Southern California Edison, and telecommunications providers. Fuscoe Engineering (FEI) will review available records provided by the City on drainage and wet utilities (water and sewer) to compile "existing conditions" exhibits including a focused effort on infrastructure age, condition, adequacy and capacity. Excludes water supply analysis.

Sub-Consultant (Fuscoe) shall also evaluate the general capacity of the City's infrastructure (storm drain, water and sewer) related to projected land use changes, growth and additional demands on the infrastructure systems. Sub-Consultant (Fuscoe) shall identify opportunities and constraints related to future land use changes and recreational and open space areas for infrastructure improvements and water quality/water conservation opportunities. Prepare an assessment of potential impacts on new development and suggested infrastructure remedies. Sub-Consultant (Fuscoe) shall summarize findings for the general plan with narratives and graphics, including:

- Drainage & Flood Control
- MS4/NPDES Compliance and Regional Water Quality Improvement Opportunities
- Sanitary Sewer
- Domestic Water Services

c. **Fiscal Impacts of Land Use Scenarios**

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**II. Consultant's Duties, Phase 4. Prepare Draft Land Use Element, Task 4.4 Evaluate Fiscal Impacts of Land Use Scenarios**" is hereby amended to add the following duties and deliverables:

"For this task, Sub-Consultant BAE shall conduct a fiscal impact analysis to determine the net fiscal impacts to the City's General Fund for the proposed Land Use Plan. A fiscal impact model shall be prepared to measure the recurring annual impacts of the proposed Land Use Plan at project build out.

Sub-Consultant BAE shall prepare the fiscal model using the City's most recent budget.

Revenues will be based on a hybrid average revenue/marginal revenue approach. Sub-Consultant BAE shall project revenues using a marginal approach (e.g., property taxes, property tax in lieu of VLF, sales taxes) based on development characteristics. Sub-Consultant BAE shall project revenues using an average revenue approach based on the anticipated increase in service population (i.e., new residents plus half of new employment). Sub-Consultant BAE shall use an average cost approach to project new costs. Sub-Consultant BAE shall compare projected revenues to costs in order to determine whether revenues from new development are sufficient to cover the costs of providing municipal services.

Deliverables:

- Fiscal Impact Analysis Report (for proposed Land Use Plan)"

d. Draft Land Use Element

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**II. Consultant's Duties, Phase 4. Prepare Draft Land Use Element**" is hereby amended to add the following duties and deliverables:

"Consultant shall prepare a draft updated Land Use Element incorporating revisions to the Land Use Diagram, goals and policies, and implementation programs in consideration of the analyses completed in the preceding work tasks and input from the public outreach and engagement process. In developing the Diagram, one or more alternatives may be identified for areas of change, evaluated for their comparative impacts, and a preferred use selected. Consultant and City shall select the preferred land use plan. Goals and policies shall be revised to reflect the selected plan diagram and address issues regarding continuing utility and relevance.

Consultant supported multiple additional meetings required by GPAC, Planning Commission, and City Council for determining the proposed Land Use Plan to comply with Housing Element requirements. Buildout numbers required multiple reruns. Additional coordination and work with F&P to model and provide input/adjustments based on new buildouts. Additional hours required to prepare element and make final revisions to Element.

Deliverables:

- Administrative draft updated Land Use goals and policies

- Revised draft updated Land Use goals and policies
- Additional exhibits, research, technical consultant reviews, and buildout reruns required in support of additional meetings in the development of the proposed Land Use Plan."

e. CEQA Review Process

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**Phase 8. CEQA Review Process"** is hereby amended to revise the following duties and deliverables:

"Phase 8. CEQA Review Process
Consultant shall conduct a two-phase environmental review process that includes preparing an Initial Study to "scope out" impacts found to be less than significant, then preparing a program-level Environmental Impact Report that is limited to analyses of potentially significant environmental topics. Consultant shall work alongside the City Staff and Consultant's Team and Sub-Consultants to incorporate General Plan policies that mitigate environmental impacts.

Additional consultant resources and updated billing rates are required across the scope of the CEQA review process to address changes in State Environmental Laws since the initial scoping of this Phase in 2016."

f. Air Quality & Greenhouse Gas Emissions

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**Phase 9. Technical Studies, Task 9.3 Air Quality & Greenhouse Gas Emissions"** is hereby amended to revise the following duties and deliverables:

"Task 9.3 Air Quality & Greenhouse Gas Emissions
Consultant shall prepare an air quality and greenhouse gas (GHG) emissions analysis for the City of Redondo Beach General Plan EIR. The air quality and GHG analysis shall be based on the current methodology of the South Coast Air Quality Management District (SCAQMD) for projects in the South Coast Air Basin (SoCAB), and modeling files shall be included as an appendix to the EIR.

Additional qualitative documentation in the Draft EIR to address CEQA caselaw is required for:

- Air Quality (e.g., Friant Ranch) – The EIR section will document the relationship of the regional significance thresholds to health-based impacts in the South Coast Air Basin based on the statements made in

the Amicus Brief by the South Coast Air Quality Management District and the San Joaquin Valley Air Pollution Control District.

- Greenhouse gas emissions (e.g., Golden Door) – Efficiency-based targets that are based on the statewide GHG emissions inventory and forecast in the Scoping Plan may no longer be used as significance thresholds in CEQA. Additionally, the Scoping Plan is being updated to address carbon neutrality targets identified in Executive Order B-55-18. The EIR section will need to address the latest GHG regulations and approach for plan-level analyses to ensure consistency with the latest GHG emissions reduction targets.

- Criteria Air Pollutant Emissions Inventories (Existing and General Plan Buildout): The air quality analysis shall provide an estimate of long-term criteria air pollutant emissions using the latest models (e.g., EMFAC, OFFROAD, CalEEMod). Buildout of the General Plan would generate emissions from an anticipated increase in trips and vehicle miles traveled (VMT) associated with land uses in the City. In addition, use of natural gas and other area sources generate criteria air pollutants. Construction of individual development projects would also generate emissions from vehicles, off-road equipment, off-gas emissions, and fugitive dust. Potential impacts from construction activities associated with implementation of the General Plan shall be described qualitatively. The EIR shall compare criteria air pollutants generated by existing land uses (CEQA Baseline) in the City of Redondo Beach compared to land uses projected at buildout of the City (i.e., not a plan-to-plan analysis). An inventory of criteria air pollutants generated by existing land uses and proposed land uses shall be based on an existing inventory of land uses on the ground and future buildout statistics generated for the proposed Land Use Plan. Cumulative air quality impacts from buildout of the General Plan shall be described based on the emissions inventory compared to SCAQMD's regional significance thresholds.
- Air Quality Management Plan Consistency: The SoCAB is designated nonattainment of the National and/or California ambient air quality standards (MQS) for ozone, nitrogen dioxide, and particulate matter (PM10 and PM2.s). Consistency of the project's regional emissions shall also be evaluated against SCAQMD's Air Quality Management Plan.
- CO Hotspots: The SoCAB has been designated as attainment of the state and federal carbon monoxide (CO) ambient air quality standards. Given that no intersection has exceeded the CO standards since redesignation, quantitative evaluation is not warranted. Instead, the

potential for the proposed project to generate a CO hotspot shall be addressed qualitatively by the Consultant.

- Nuisance Odors: The air quality impact analysis shall describe land uses in the City that have the potential to generate nuisance odors. Buffer distances and/or control measures for sources listed in the SCAQMD's guidelines shall be incorporated.
- GHG Emissions Inventories for the General Plan EIR (CEQA Baseline and General Plan Buildout): Pursuant to current CEQA Guidelines, all phases of the project must be considered (CEQA Guidelines Section 15126). Because the time horizon of a General Plan extends beyond the GHG reduction target year of Assembly Bill 32 (AB 32) (i.e., 2020 compared to General Plan buildout), the GHG impact analysis for the EIR shall identify GHG emissions associated with full buildout of the General Plan. To date, there is no comprehensive statewide plan that identifies GHG reduction programs past 2020. However, the California Air Resources Board (CARB) is currently in the process of updating the Scoping Plan to address interim targets to reach the 2030 goal of reducing GHG emissions to 40 percent below 1990 levels pursuant to Executive Order B-30-15 (anticipated by fall 2017).

The EIR shall include a GHG emissions inventory for the City for the CEQA baseline year and General Plan buildout. The GHG inventory for CEQA baseline and buildout shall provide an estimate of long-term GHG emissions using the latest models (e.g., EMFAC, OFFROAD) for the applicable GHG emissions sectors. Sources of GHG emissions in the City shall be based on those within the City's jurisdictional control and shall utilize the recent GHG emissions inventory and forecast compiled by the City for the Energy Efficiency Climate Action Plan (EECAP) and shall include:

- Residential and Nonresidential Energy (based on electricity use provided by Southern California Edison and natural gas use provided by the Southern California Gas Company)
- Transportation (on-road vehicles based on VMT provided by Sub-Consultant (Fehr & Peers))
- Water Use and Wastewater Treatment (from California Water Services)
- Other Area Sources (e.g., off-road equipment)
- Permitted Sources (GHG for this sector shall be presented, if available from SCAQMD)

The inventories shall be adjusted by the Consultant for reductions associated with statewide programs that have been adopted to reduce GHG emissions. The EIR shall evaluate the impact from the change in GHG emissions in the

City compared to CEQA baseline conditions pursuant to SCAQMD's draft thresholds.

- **Consistency with Plans Adopted for the Purpose of Reducing GHG Emissions:** The GHG section in the EIR shall discuss the City's commitment to reducing GHG emissions in accordance with the GHG reduction goals of AB 32 and Senate Bill 375. Project consistency with CARB's Scoping Plan and the Southern California Association of Governments' (SCAG) 2016 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) shall be reviewed by the Consultant, in accordance with the CEQA requirements.

In addition, the San Gabriel Valley Council of Government (SAVCOG), in partnership with Southern California Edison (SCE), implemented an Energy Wise Partnership for cities in the San Gabriel Valley. As part of this program, an Energy Efficiency chapter of the Climate Action Plan (EECAP) for the City of Redondo Beach was prepared and includes measures to reduce energy use and associated GHG emissions. Consistency with the recommended energy action measures shall be incorporated to ensure consistency with this regional program for the San Gabriel Valley.

Deliverables:

- Analysis incorporated into the EIR and model outputs included as an appendix
- Analysis to include required additional information to address recent CEQA caselaw

g. Noise and Vibration Studies

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**Phase 9. Technical Studies, Task 9.5 Noise and Vibration"** is hereby amended to revise the following duties and deliverables:

"**Task 9.5 Noise and Vibration**
Consultant shall prepare noise and vibration technical analyses to evaluate potential acoustical impacts associated with the Draft General Plan Update. The EIR shall identify the impacts on sensitive land uses from implementation of the focused update of the General Plan. Particular attention shall be paid to areas in the City that are expected to experience the most growth in the coming years. The EIR shall discuss relevant standards and criteria for noise exposure, and the assessment of impacts shall be based on federal, state, and local ordinances, policies, and

standards, including those in the City of Redondo Beach's existing Municipal Code and updated Noise Element.

Additionally, recent CEQA case law and new topical sections concerning Noise and Vibration are now required to be included in the scope of the EIR analysis concerning this issue area.

Existing Noise Conditions
Consultant shall use Consultant's knowledge of similar noise environments to evaluate existing ambient noise conditions and identify potential issues, opportunities, and challenges with respect to noise and land use compatibility.

Transportation Noise
Existing and future vehicular traffic noise shall be assessed using a version of the US Federal Highway Administration (FHWA) Traffic Noise Model. These contours shall rely on traffic forecasts provided in the traffic impact analyses for the General Plan. These analyses shall identify areas along freeway and roadway segments that would be exposed to noise increases above criteria in the City's General Plan Noise Element. In addition, the noise analysis shall identify potential noise impacts to noise-sensitive uses in the City from railways. Aircraft noise from operations at nearby airports (outside the City limits, including LAX, Torrance, and Hawthorne Municipal Airports) would be expected to have minimal impacts on the general community, but shall be addressed for CEQA completeness on a qualitative basis.

Stationary Noise and Land Use Compatibility
Noise impacts from nontransportation sources such as major commercial/industrial uses shall be discussed in terms of potential impacts to nearby noise-sensitive receptors. Future ambient noise and land use compatibility that could be affected by land use changes or by changes in traffic patterns shall be discussed qualitatively in light of the recent related California Supreme Court ruling (CB/A v BAAQMD).

Construction Noise and Vibration
Construction impacts with implementation of the project shall be evaluated at a programmatic level for the General Plan. Future noise and vibration effects from construction activities shall be discussed in terms of accepted standards from the US Federal Transit Administration (FTA). Feasible mitigation measures shall be identified to minimize future construction-related impacts in the study area.

The results of the above analyses shall be summarized in the EIR noise section, and pertinent calculation details shall be provided in an appendix.

Deliverables:

- Analysis incorporated into the EIR, and model outputs included as an appendix
- Incorporation of most recent CEQA case law and new topical sections into the analysis of this issue area.

h. Major Changes in Allowable Land Uses – Article XXVII Traffic Analysis

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**Phase 9. Technical Studies, Task 9.6.5 Article XXVII Traffic Analysis"** is hereby added with the following duties and deliverables:

"**Task 9.6.5 Article XXVII Traffic Analysis**
Consultant shall prepare a focused traffic analysis pursuant to the required provisions within Article XXVII. Major Changes in Allowable Land Use. The Sub-Consultant (Fehr & Peers) shall calculate trips and Level of Service (LOS) at all required "Critical Corridors" and "Critical Intersections" pursuant to Article XXVII. Major Changes in Allowable Land Use resulting from the proposed Land Use Plan. PlaceWorks and City Staff will provide support as necessary.

Deliverables:

- Article XXVII Traffic Impact Analysis for City Staff review (1 electronic version in Word and PDF format)
- Final Article XXVII Traffic Impact Analysis will be attached to the EIR as an addendum (1 electronic version in Word and PDF format)."

i. Water, Wastewater, and Storm Water Utility Systems

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**Phase 9. Technical Studies, Task 9.7 Water, Wastewater, and Storm Water Utility Systems"** is hereby amended to revise the following duties and deliverables:

"Task 9.7 Water, Wastewater, and Storm Water Utility Systems
Consultant and Sub-Consultant (Fuscoe Engineering) shall prepare the Utilities and Service Systems section of the EIR, covering water,

wastewater, and storm Water utility systems. Consultant shall utilize the Baseline Assessment Memorandum, prepared by Sub-Consultant (Fuscoe Engineering) as part of the General Plan Update process in Phase 3, to inform the environmental setting section. This shall include information on the age, condition, adequacy, and capacity of utilities infrastructure in Redondo Beach.

To assess utilities-related impacts and identify any needed mitigation measures, Consultant shall utilize the results of Sub-Consultant's (Fuscoe's) evaluation, performed as part of Phase 4, of the general capacity of the City's infrastructure (storm drain, water and sewer) related to projected land use changes, growth, and additional demands on the infrastructure systems. Recommended improvements needed to serve planned future development shall be integrated into both the EIR and the General Plan.

Providers and management organizations that compose the utilities and service system in Redondo Beach include, but are not limited to:

- Los Angeles County Sanitation Districts
- Hermosa-Redondo District, California Water Services Company (CalWater)
- Carson Joint Water Pollution Control Plant
- City of Redondo Beach Solid Waste Division
- Athens Services
- Los Angeles County Department of Public Works
- Cal Recycle
- Southern California Edison
- Southern California Gas Company

Sub-Consultant (Fuscoe Engineering) shall prepare a technical report to serve as an appendix to the EIR covering infrastructure and water quality evaluations. This report shall include analyses and conclusions per the CEQA Appendix G checklist, as well as concept-level hydrology comparison of existing versus proposed conditions, and all MS4 LID/BMP measures required. Analysis is to exclude any water or sewer hydraulic modeling related to the proposed land use changes. All water and sewer hydraulic modeling analysis to be provided by City or City's hydraulic modeling consultant.

Deliverables:

- Draft Water, Wastewater, and Storm Water Utility Systems Technical Report (1 electronic version in Word and PDF format)

- Final Water, Wastewater, and Storm Water Utility Systems Technical Report (1 electronic version in Word and PDF format)"

j. Technical Studies – Energy (New Task)

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**Phase 9. Technical Studies, Task 9.8 Energy"** is hereby added with the following duties and deliverables:

"Task 9.8 Energy
Pursuant to recent changes in CEQA concerning this issue area, additional specific analysis is required. Additional work includes preparation of a standalone EIR section in response to Appendix F checklist questions on whether energy use is wasteful or inefficient. Substantial evidence is needed in support of the Energy section, a quantified analysis of energy impacts shall be completed for operational phase electricity, natural gas, and transportation fuels.

Deliverables:
- Standalone EIR section to include information/analysis to confirm whether energy use is wasteful or inefficient
- Standalone EIR energy section will also include quantified analysis of energy impacts resulting from the proposed Land Use Plan."

k. Technical Studies – Wildfire (New Task)

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**II. Consultant's Duties, Phase 9. Technical Studies, Task 9.9 Wildfire"** is hereby added with the following duties and deliverables:

"Task 9.8 Wildfire
Pursuant to recent changes in CEQA concerning this issue area, additional specific analysis is required. Additional work includes preparation of a standalone EIR section in response to Appendix F checklist questions on wildfire hazards and evacuation. Although this is a minor issue for the City of Redondo Beach, substantial evidence is needed to explain potential impacts.

Deliverables:
- Standalone EIR section to include information/analysis to confirm impacts and potential mitigation for this issue area

- Standalone EIR wildfire and evacuation section will also include an analysis and identification of potential impacts of from the proposed Land Use Plan concerning this issue area."

l. Introduction to General Plan (New Task)

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**II. Consultant's Duties, Phase 10. Project Administration, Task 10.3 Introduction to General Plan"** is hereby added with the following duties and deliverables:

"Task 10.3 Introduction to General Plan
Consultant shall prepare an "Introduction" chapter that will serve to document the overall process, general assumptions, and context that supported the General Plan Advisory Committee, and other appointed and elected officials in the development of the General Plan Update. Additionally, the "Introduction" shall provide an overview of the Vision and Guiding Principles and also new goals and policies related to community engagement. The "Introduction" shall also serve to reference/connect/organize, with a "Table of Contents", the various General Plan Elements that are included in this update as well as those existing General Plan Elements that have not been updated.

Deliverables:

- General Plan Introduction Chapter that includes:
  - Summary of the overall process, general assumptions, and context that supported the General Plan Advisory Committee, and other appointed and elected officials in the development of this General Plan Update.
  - An overview of the Vision and Guiding Principles and also new goals and policies related to community engagement.
  - References/connects/organizes (table of contents) the various General Plan Elements that are included in this update as well as those existing General Plan Elements that have not been updated."

m. EXHIBIT "B" SCHEDULE FOR COMPLETION of the Amended Agreement is hereby amended as follows:

"The term of this Agreement shall extend to December 31, 2023 ("Term") unless otherwise terminated as herein provided. The Agreement shall automatically renew for a subsequent annual term upon the City Manager providing notice to Consultant at least 30 days prior to the expiration of

the Term. In no event shall the Agreement extend beyond December 31, 2024."

n. **EXHIBIT "C" COMPENSATION** of the Amended Agreement is hereby amended and revised to increase the total cost for this Fourth Amendment from **$1,436,608** to an amount not to exceed **$1,761,647**. Tasks with budgets available for repurpose/reallocation are itemized first followed by additional budgets required to complete identified tasks.

STUDY SESSIONS AND PUBLIC HEARINGS	
Task 2.5 • ($20,982 originally budgeted) • ($4,000 repurposed/reallocated with Third Amendment) • $12,000 additional required to complete task	$12,000
TOTAL Task 2.5 (Fourth Amendment)	**$12,000**

LAND USE CONSTRAINTS AND ISSUES – INFRASTRUCTURE (SUBCONSULTANT FUSCOCE)	
Task 3.2 • ($18,284 originally budgeted) • $2,300 additional required to complete task	$2,300
TOTAL Task 3.2 (Fourth Amendment)	**$2,300**

DRAFT LAND USE ELEMENT	
Phase 4 • ($60,698 originally budgeted) • $65,000 additional required to complete task	$65,000
TOTAL Phase 4 (Fourth Amendment)	**$65,000**

FISCAL IMPACTS OF LAND USE SCENARIOS (SUBCONSULTANT BAE)	
Task 4.4 • ($18,014 originally budgeted) • ($13,650 of the originally budgeted funds were repurposed administratively for additional economic analysis and participation of the economic consultant at GPAC meetings in the development of AACAP – Tasks 12.4 and 12.12 AACAP) • ($10,000 additionally budgeted, Third Amendment) • $15,400 additional required to complete task	$15,400
TOTAL Task 4.4 (Fourth Amendment)	**$15,400**

CEQA REVIEW PROCESS	

Phase 8 • ($98,752 originally budgeted) • $37,305 additional required to complete task	$37,305
TOTAL Phase 8 (Fourth Amendment)	**$37,305**

AIR QUALITY & GREENHOUSE GAS EMISSIONS	
Task 9.3 • ($14,392 originally budgeted) • $15,455 additional required to complete task	$15,455
TOTAL Task 9.3 (Fourth Amendment)	**$15,455**

NOISE AND VIBRATION STUDIES	
Task 9.5 • ($10,0098 originally budgeted) • $16,500 additional required to complete task	$16,500
TOTAL Task 9.5 (Fourth Amendment)	**$16,500**

MAJOR CHANGES IN ALLOWABLE LAND USES – ARTICLE XXVII TRAFFIC ANALYSIS (NEW TASK – SUBCONSULTANT FEHR & PEERS)	
Task 9.6.5 Article XXVII Traffic Analysis (New Task) • ($0, not originally budgeted) • $40,900 required to complete task	$40,900
TOTAL Task 9.6.5 (New Task – Fourth Amendment)	**$40,900**

WATER, WASTEWATER, AND STORM WATER UTILITY SYSTEMS (SUBCONSULTANT FUSCOE)	
Task 9.7 • ($22,000 originally budgeted) • $4,840 additional required to complete task	$4,840
TOTAL Task 9.7 (Fourth Amendment)	**$4,840**

TECHNICAL STUDIES – ENERGY (NEW TASK)	
Task 9.8 Technical Studies - Energy (New Task) • ($0, not originally budgeted) • $5,250 required to complete task	$5,250
TOTAL Task 9.8 (New Task – Fourth Amendment)	**$5,250**

TECHNICAL STUDIES – WILDFIRE (NEW TASK)	
Task 9.9 Technical Studies - Wildfire (New Task) • ($0, not originally budgeted) • $6,550 required to complete task	$6,550
TOTAL Task 9.9 (New Task – Fourth Amendment)	**$6,550**

DAY-TO-DAY PROJECT COORDINATION AND SCHEDULE	
Task 10.1 • ($25,949 originally budgeted) • ($15,480 additionally budgeted, Second Amendment) • $12,000 additional required to complete task	$12,000
TOTAL Task 10.1 (Fourth Amendment)	**$12,000**

PROJECT TEAM MEETINGS	
Task 10.2 • ($23,868 originally budgeted) • ($30,000 additionally budgeted, Second Amendment) • ($15,840 additional budgeted, Third Amendment) • $43,420 additional required to complete task	$43,420
TOTAL Task 10.2 (Fourth Amendment)	**$43,420**

INTRODUCTION TO GENERAL PLAN (NEW TASK)	
Task 10.3 Introduction to General Plan (New Task) • ($0, not originally budgeted) • $5,500 required to complete task	$5,500
TOTAL Task 10.3 (New Task – Fourth Amendment)	**$5,500**

SAFETY ELEMENT PREPARATION	
Task 11.1 • ($7,500 originally budgeted) • ($10,000 additionally budgeted, Third Amendment) • $2,500 additional required to complete task	$2,500
TOTAL Task 11.1 (Fourth Amendment)	**$2,500**

Subtotal – Fourth Amendment	**$284,920**

Reimbursables – PlaceWorks: Additional required to complete project	**$10,819**

Reimbursables – Fehr & Peers: Additional required to complete project	**$19,300**

Contingency: Additional to complete project	**$10,000**

GRAND TOTAL – Fourth Amendment	**$325,039**

Notes: Reimbursable expenses are estimated above and include the costs for printing, photography, copies, blueprinting, and deliveries. The above budget

is an estimate. Actual reimbursable expenses will be billed at cost plus 12.5%.

o. Modification

Except as expressly set forth herein, the Agreement, the First Amendment, the Second Amendment, and the Third Amendment shall continue in full force and effect. The Agreement together with the First Amendment, Second Amendment, Third Amendment and this Fourth Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency between this Fourth Amendment and the Agreement, First Amendment, Second Amendment, and Third Amendment the terms of this Fourth Amendment shall prevail. This Fourth Amendment may be modified or amended only by a subsequent writing executed by all of the parties and approval by the City Council.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this Fourth Amendment as of this 4th day of October 2022.

CITY OF REDONDO BEACH
A chartered municipality

DocuSigned by:
Nils H. Nehrenheim
DC2A3D6CA98045B...

For William C. Brand, Mayor

Nils H. Nehrenheim,
Mayor Pro Tempore

PLACEWORKS, INC.
a California Corporation

DocuSigned by:
Wendy Nowak
AA27F1E389504BE...

By: _____
Name: Wendy Nowak
Title: Principal

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...

Eleanor Manzano, City Clerk

APPROVED

DocuSigned by:
Diane Strickfaden
ABED8CF35EEF48C...

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:
Michael W. Webb
669049EDE03D402...

Michael W. Webb, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614 Attn: NewportBeach.CertRequest@marsh.com/F: 212-948-4323 CN115158923--01-22-23	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED PlaceWorks, Inc 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Crum & Forster Specialty Insurance Co — 44520 **INSURER B :** Travelers Property Casualty Co. of America — 25674 **INSURER C :** N/A — N/A **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002288075-16 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X BI & PD Ded. $5,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			EPK140207	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Contractors Pollution	$ 5,000,000 $ 50,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA1N96406A2243G	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Deductibles	$ 1,000,000 $ $ $ $ 1,000
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB7K7286762243G	07/01/2022	07/01/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Errors & Omissions-Claims Made Retro Dates: See 2nd Page			EPK140207	07/01/2022	07/01/2023	Each Claim/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Redondo Beach, its officers, elected, and appointed officials, employees, and volunteers are included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to General Liability.

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN115158923

LOC #: Irvine

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh Risk & Insurance Services		PlaceWorks, Inc 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Errors & Omissions Retro Dates:

7/1/99 - Planning Center, Inc.

1/1/87 - Design Community & Engineering Inc.

Subject to policy terms, conditions, limitations and exclusions.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**

B. **BLANKET ADDITIONAL INSURED**

C. **EMPLOYEE HIRED AUTO**

D. **EMPLOYEES AS INSURED**

E. **SUPPLEMENTARY PAYMENTS - INCREASED LIMITS**

F. **HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS**

G. **WAIVER OF DEDUCTIBLE - GLASS**

H. **HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT**

I. **PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT**

J. **PERSONAL PROPERTY**

K. **AIRBAGS**

L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

M. **BLANKET WAIVER OF SUBROGATION**

N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION** II - **COVERED AUTOS LIABILITY COVERAGE:**

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in **A.1., Who Is An Insured, of SECTION** II - **COVERED AUTOS LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured, of SECTION** II - **COVERED AUTOS LIABILITY COVERAGE:**

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your busi- ness.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance, of SECTION IV - BUSINESS AUTO CONDITIONS:**

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be cov. ered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

©2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2),** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4),** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day be- cause of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **8.7., Policy Period, Coverage Territory, of SECTION IV - BUSINESS AUTO CONDITIONS:**

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, em- bargo, or similar regulation imposed by the United States of America applies to and pro- hibits the transaction of business with or within such country or jurisdiction, for Cov- ered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and H1at is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit describecl in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have usecl up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Jnc. with its permission.

You agree to maintain all required or compulsory insurance in any such coun- try up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory in- surance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph **D., Deductible,** of **SECTION III - PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses,** of **SECTION** III - **PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses,** of **SECTION** III - **PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions,** of **SECTION** III - **PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions,** of **SECTION** III - **PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.,** but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.,** of **SECTION IV- BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.,** Transfer **Of Rights Of Recovery Against Others To Us,** of **SECTION IV - BUSINESS AUTO CONDI- TIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **8.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV - BUSINESS AUTO CONDITIONS:**

The unintentional om1ss1on of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract.	Where Required By Written Contract.
Information required to complete this Schedule, if not shown above, will beshown in the Declarations.	

A. Section III - Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Crum & Forster
part of the FAIRFAX group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON--CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CON1'RACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Oraanizationfs)
Where Required by Written Contract

A. SECTION III - WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work· for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named Insured's sole negligence.

B. We waive any right of recovery we may have against the person(s) or organization(s) indicated In the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).

C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" lo which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614 Attn: NewportBeach.CertRequest@marsh.com/F: 212-948-4323 CN115158923--01-22-23	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED PlaceWorks, Inc 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Crum & Forster Specialty Insurance Co — 44520 **INSURER B :** Travelers Property Casualty Co. of America — 25674 **INSURER C :** N/A — N/A **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002288075-16 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X BI & PD Ded. $5,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			EPK140207	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Contractors Pollution	$ 5,000,000 $ 50,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA1N96406A2243G	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Deductibles	$ 1,000,000 $ $ $ $ 1,000
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB7K7286762243G	07/01/2022	07/01/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Errors & Omissions-Claims Made Retro Dates: See 2nd Page			EPK140207	07/01/2022	07/01/2023	Each Claim/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Redondo Beach, its officers, elected, and appointed officials, employees, and volunteers are included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to General Liability.

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN115158923

LOC #: Irvine

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh Risk & Insurance Services		PlaceWorks, Inc 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Errors & Omissions Retro Dates:

7/1/99 - Planning Center, Inc.

1/1/87 - Design Community & Engineering Inc.

Subject to policy terms, conditions, limitations and exclusions.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**

B. **BLANKET ADDITIONAL INSURED**

C. **EMPLOYEE HIRED AUTO**

D. **EMPLOYEES AS INSURED**

E. **SUPPLEMENTARY PAYMENTS - INCREASED LIMITS**

F. **HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS**

G. **WAIVER OF DEDUCTIBLE - GLASS**

H. **HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT**

I. **PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT**

J. **PERSONAL PROPERTY**

K. **AIRBAGS**

L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

M. **BLANKET WAIVER OF SUBROGATION**

N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION** II - **COVERED AUTOS LIABILITY COVERAGE:**

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in **A.1., Who Is An Insured, of SECTION** II - **COVERED AUTOS LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured, of SECTION** II - **COVERED AUTOS LIABILITY COVERAGE:**

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your busi- ness.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance, of SECTION IV - BUSINESS AUTO CONDITIONS:**

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be cov. ered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

©2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2),** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4),** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day be- cause of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **8.7., Policy Period, Coverage Territory, of SECTION IV - BUSINESS AUTO CONDITIONS:**

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, em- bargo, or similar regulation imposed by the United States of America applies to and pro- hibits the transaction of business with or within such country or jurisdiction, for Cov- ered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and H1at is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit describecl in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have usecl up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Jnc. with its permission.

You agree to maintain all required or compulsory insurance in any such coun- try up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory in- surance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph **D., Deductible,** of **SECTION III - PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses,** of **SECTION** III - **PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses,** of **SECTION** III - **PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions,** of **SECTION** III - **PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions,** of **SECTION** III - **PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.,** but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.,** of **SECTION IV- BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.,** Transfer **Of Rights Of Recovery Against Others To Us,** of **SECTION IV - BUSINESS AUTO CONDI- TIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **8.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV - BUSINESS AUTO CONDITIONS:**

The unintentional om1ss1on of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract.	Where Required By Written Contract.
Information required to complete this Schedule, if not shown above, will beshown in the Declarations.	

A. Section III - Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Crum & Forster
part of the FAIRFAX group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON--CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CON1'RACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Oraanizationfs)
Where Required by Written Contract

A. SECTION III - WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work· for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named Insured's sole negligence.

B. We waive any right of recovery we may have against the person(s) or organization(s) indicated In the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).

C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" lo which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND PLACEWORKS, INC.

THIS THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Third Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Placeworks, Inc., a California corporation ("Consultant" or "Contractor").

WHEREAS, on October 4, 2016, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement"); and

WHEREAS, on December 19, 2017, the parties hereto entered into that certain First Amendment to the Agreement between the City and Consultant ("First Amendment"); and

WHEREAS, on April 16, 2019, the parties hereto entered into that certain Second Amendment to the Agreement between the City and Consultant ("Second Amendment"); and

WHEREAS, City and Consultant desire to amend the Agreement, First Amendment, and Second Amendment (collectively "Amended Agreement") pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree to make the following amendments to the Amended Agreement:

a. **Additional General Plan Advisory Committee (GPAC) Meetings.**

EXHIBIT "A" PROJECT DESCRIPTION **AND/OR** SCOPE OF SERVICES of the Amended Agreement entitled, "**II. Consultant's Duties, Phase 2. Community Engagement Program, Task 2.3 General Plan Advisory Committee (GPAC)"** is hereby amended to add the following duties and deliverables:

"The Consultant shall jointly facilitate the GPAC meetings with the City during the General Plan and Aviation-Artesia Corridor Area Plan preparations. Consultant shall prepare for and attend up to 27 GPAC meetings as directed by the City. Additional meeting attendance (other than that stated above) must be approved by the City.

Four (4) additional meetings of the GPAC (ten (10) originally contracted, ten (10) per the First Amendment, and three (3) per the Second Amendment) are required to better balance the interest by the City to provide more meaningful opportunities for input and feedback from this body and the community. The



additional GPAC meetings have become necessary to revisit GPAC's draft land plan recommendations in light of recent changes in State Housing Law and the pending Regional Housing Needs Assessment (RHNA) allocation, further assessment, analysis, and integration of the City's open spaces (parks and recreation areas, conservation resources, and public spaces), and a final review by GPAC of the updated General Plan document. These matters were not included in the scope of the Original Agreement, First Amendment, or Second Amendment.

Deliverables:

- Preparation for, attendance at, and follow up to, 27 GPAC Meetings (four (4) additional GPAC Meetings plus three (3) GPAC Meetings per the Second Amendment plus ten (10) GPAC Meetings per the First Amendment plus the ten (10) originally contracted."

b. Community-Wide Workshops.

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, **"II. Consultant's Duties, Phase 2. Community Engagement Program, Task 2.4 Community-Wide Workshops"** is hereby amended to add the following duties and deliverables:

"The Consultant shall conduct up to four (4) community-wide outreach workshops at various locations throughout the City over the course of the project to present the community with the existing context and process, obtain feedback on the draft land use plan, conservation, parks and recreation, and open space concepts, the Safety and Noise Element updates, and the Aviation-Artesia Corridor Area Plan. Three (3) community-wide workshops were originally contracted, a fourth (4) was added with the First Amendment to focus specifically on the Aviation-Artesia Corridor Area Plan only, and the Second Amendment determined the Aviation-Artesia Corridor Area Plan would be a combined Community-Wide Workshop along with all of GPAC's land use plan recommendations reducing the number of Community-Wide Workshops to three (3). This Third Amendment serves to align the Community-Wide Workshops program with what was planned with the First Amendment. All four (4) community-wide workshops shall be before the public hearing phase of the Draft Proposed General Plan Updates.

The Draft Proposed Plans shall be developed in coordination with the GPAC, the City Manager's Artesia/Aviation Revitalization Committee, and City based on the public feedback received and the Council-approved Strategic Plan, Mission, and Vision. The feedback received on the Draft Proposed Plans shall be packaged and forwarded to the Planning Commission and the Council for their review. The Proposed Plans shall also be available online, and online users will have the opportunity to comment on the plans digitally; those

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

comments shall also be presented to the Planning Commission and the City Council.

The Consultant shall gather information through the use of multiple visual and interactive tools to engage the community in a discussion about the future of the City. Activities shall be designed to engage adults and children and may also enlist the participation of other City departments to make this a larger civic event that could draw more attendees.

Deliverables:

- Preparation for, facilitation of, and follow up to, community workshops (four (4) workshops total)
- Online engagement tools (Survey Monkey)
- Preparation of summary of big ideas and take-aways from each workshop"

c. Study Sessions and Public Hearings

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**II. Consultant's Duties, Phase 2. Community Engagement Program, Task 2.5 Study Sessions and Public Hearings**" is hereby amended to add the following duties and deliverables:

"***Study Sessions***
At the City's request, Consultant shall co-host study session(s) with the Planning Commission and City Council (joint session if desirable) to provide preliminary feedback regarding the concepts and approaches related to the land use plan.

The format and intent of the study session(s) will vary from the public hearings to adopt the General Plan. These session(s) are intended to keep decision makers informed, get informal approval at key points, and provide an additional opportunity for community participation. Consultant(s) may participate in these study session(s) as determined by the City in lieu of Consultant(s) attending the same number of public hearings prescribed below.

Public Hearings
Consultant shall participate in up to two (2) public hearings for the public draft Revised Land Use; Conservation, Recreation and Parks, and Open Space; Noise; and Safety Elements with both the Planning Commission and City Council (two adoption hearings held for both Planning Commission and City Council – total of four hearings) as determined by the City. This task includes some preparation in support of the study session(s) or hearings with the City to prepare the PowerPoint presentations and staff reports and the Consultant(s) to be in attendance by up to two staff members of the Consultant as well as representatives from Sub-Consultants Fehr and Peers

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

and BAE, as needed. Sub-Consultant Fehr and Peers will attend up to 3 public meetings (study session or public hearing) and will provide input on the preparation of presentation materials as it relates to land use changes and their effect on transportation.

Consultant(s) shall work with City staff in support of the City staff's development of required staff reports and PowerPoint presentations. At the study session(s) and/or hearings, the Consultant shall be available for presentations and responding to questions and comments received.

City will be responsible for any subsequent work related to revisions of the adopted Local Coastal Program (including text changes or coordination/hearings with the California Coastal Commission).

Deliverables:

- Support City staff's preparation of staff reports and PowerPoint presentations
- Attendance at Study Sessions or Public Hearings (up to 4, 2 each at Planning Commission and City Council)."

d. Evaluate Traffic Impacts of Land Use Scenarios.

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Agreement entitled, "**II. Consultant's Duties, Phase 4. Prepare Draft Land Use Element, Task 4.3 Evaluate Traffic Impacts of Land Use Scenarios**" is hereby deleted in its entirety.

e. Evaluate Fiscal Impacts of Land Use Scenarios.

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**II. Consultant's Duties, Phase 4. Prepare Draft Land Use Element, Task 4.4 Evaluate Fiscal Impacts of Land Use Scenarios**" is hereby amended to add the following duties and deliverables:

"For this task, Sub-Consultant BAE shall conduct a fiscal impact analysis to determine the net fiscal impacts to the City's General Fund for the GPAC recommended land use plan. A fiscal impact model shall be prepared to measure the recurring annual impacts of the recommended land use plan at project build out. Sub-Consultant BAE shall prepare the fiscal model using the City's most recent budget.

Revenues will be based on a hybrid average revenue/marginal revenue approach. Sub-Consultant BAE shall project revenues using a marginal approach (e.g., property taxes, property tax in lieu of VLF, sales taxes) based

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

on development characteristics. Sub-Consultant BAE shall project revenues using an average revenue approach based on the anticipated increase in service population (i.e., new residents plus half of new employment). Sub-Consultant BAE shall use an average cost approach to project new costs and will supplement the analysis with information gathered and provided by the City to determine whether a marginal cost approach is needed (e.g., police, fire). Sub-Consultant BAE shall compare projected revenues to costs in order to determine whether revenues from new development are sufficient to cover the costs of providing municipal services.

Deliverables:

- Fiscal Impact Analysis Report (GPAC recommended draft Land Use Plan)"

f. Aviation-Artesia Corridor Area Plan.

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**Phase 12. Aviation-Artesia Corridor Area Plan, Task 12.7 Community Workshop"** is hereby amended to revise the following duties and deliverables:

"A workshop is designed to gather broad input and buy-in from a community-wide audience and to provide an opportunity for the greater Redondo Beach community to personally weigh in on the proposed refinements to the Aviation-Artesia Corridor.

Consultant shall conduct one (1) community outreach workshop over the course of the project to present the community with the existing context and process and to obtain feedback on the draft Area Plan.

The workshop shall be focused on reviewing and commenting on the Draft Proposed Aviation-Artesia Corridor Area Plan. The Draft Proposed Plan shall be developed in coordination with the GPAC, the Artesia/Aviation Boulevard Revitalization Committee, and City staff and based on the public feedback received and the Council-approved Strategic Plan and Vision. The feedback received on the Draft Proposed Aviation-Artesia Corridor Area Plan shall be packaged and forwarded to Planning Commission and Council for their review and approval. The Draft Proposed Aviation-Artesia Corridor Area Plan shall also be available online, and online users shall have the opportunity to comment on the plan digitally; those comments shall also be presented to Planning Commission and Council.

Consultant shall gather information using multiple visual and interactive tools to engage the community in a discussion about the future of the Aviation-

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

Artesia Corridors. Activities shall be designed to engage adults and children and may also enlist the participation of other departments to make this a larger civic event that could draw more attendees.

Deliverables:

- Preparation for, and facilitation of one (1) community workshop focused on the Aviation-Artesia Corridor Area Plan
- Online engagement tools (Survey Monkey for feedback on the Area Plan and prioritizing the Implementation Plan within the Area Plan)
- Preparation of summary of big ideas and take-aways from workshop"

g. **General Plan/Area Plan/Zoning Consistency Analysis.**

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**Phase 14. General Plan/Zoning Consistency Analysis"** is hereby amended to revise the following duties and deliverables:

"California planning law requires that general plans be consistent with other elements of the general plan and other implementation tools, including zoning ordinances. The consultant shall provide a high-level review of the City's Zoning Ordinance for consistency with new General Plan Elements (Land Use, Noise, Safety, and Open Space, Parks, Recreation and Conservation).

City staff, with assistance from the Consultant, will development a table to compare zoning and General Plan designations, standards and goals/policies, and Area Plan policies and strategies, that will identify differences/inconsistencies. City staff will serve as the lead in determining necessary zoning amendments. The Consultant will conduct the General Plan/Zoning map comparison and develop a map that demonstrates consistency. If the review of the mapping is more efficient than estimated (less than 40 hours or $6,350.00), the Consultant shall provide additional support of the policy/zoning consistency analysis. Changes that must be made to be consistent with State mandates (legal requirement) shall be identified in the "table". The Consultant shall identify suggested changes in the Zoning Map that result from changes in General Plan definitions, intent, intensity/standards and proposed/adopted land use plan, policies and any implementation strategies from the Area Plan. Zoning Code amendments to address determined inconsistencies are not included in this task and will be completed by City Staff separately.

Deliverables:

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

- Consultant shall provide examples of consistency review methodology documents/tables to the City is support of this task,
- Review by Consultant of the table developed by City staff identifying the findings of the General Plan/Area Plan/Zoning Consistency Analysis,
- Map, in GIS and print, identifying inconsistent zoning designations with updated General Plan Map."

h. **EXHIBIT "B" SCHEDULE FOR COMPLETION** of the Amended Agreement is hereby amended as follows:

"The term f this Agreement shall extend from December 31, 2020 to December 31, 2021 ("Term") unless otherwise terminated as herein provided. The Agreement shall automatically renew for a subsequent annual term upon the City Manager providing notice to Consultant at least 30 days prior to the expiration of the Term. In no event shall the Agreement extend beyond December 31, 2022."

i. **EXHIBIT "C" COMPENSATION** of the Amended Agreement is hereby amended and revised to increase the total cost for this Third Amendment from **$1,348,292** to an amount not to exceed **$1,436,608**. Tasks with budgets available for repurpose/reallocation are itemized first followed by additional budgets required to complete identified tasks.

STUDY SESSIONS AND PUBLIC HEARINGS	
Task 2.5 • ($20,982 originally budgeted) • $4,000 available for repurpose/reallocation with reduced scope	($4,000)
TOTAL Task 2.5 (Third Amendment-Available for Reallocation)	**($4,000)**

EVALUATE TRAFFIC IMPACTS OF LAND USE SCENARIOS	
Task 4.3 • ($2,999 originally budgeted) • This task to be completed as part of "Phase 8. CEQA Review Process" and "Task 9.6 Traffic Impact Analysis" • $2,999 available for repurpose/reallocation	($2,999)
TOTAL Task 4.3 (Third Amendment-Available for Reallocation)	**($2,999)**

ELEMENT FORMAT AND STRUCTURE	
Task 7.2 • ($5,508 originally budgeted) • This task is complete with budget remaining	($1,225)

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

• $1,225 available for repurpose/reallocation.	
TOTAL Task 7.2 (Third Amendment-Available for Reallocation)	**($1,225)**

GENERAL PLAN/AREA PLAN/ZONING CONSISTENCY ANALYSIS	
Phase 14 • ($16,500 originally budgeted) • $10,000 available for repurpose/reallocation with reduced scope	($10,000)
TOTAL Phase 14 (Third Amendment-Available for Reallocation)	**($10,000)**

Subtotal – Available for Reallocation **($18,224)**

GENERAL PLAN ADVISORY COMMITTEE MEETINGS	
Task 2.3 • (4) @ $9,300/GPAC: ○ (4) additional per Third Amendment required to complete task	$37,200
TOTAL Task 2.3 (Third Amendment)	**$37,200**

COMMUNITY WIDE WORKSHOPS	
Task 2.4 • ($25,480 originally budgeted) • ($7,500 additionally budgeted, First Amendment - Task 12.7 AACAP) • $1,000 additional required to complete task	$1,000
TOTAL Task 2.4 (Third Amendment)	**$1,000**

PROJECT COLLATERAL, CONTENT FOR CITY WEBSITE AND MEDIA	
Task 2.6 • ($35,924 originally budgeted) • $5,000 additional required to complete task	$5,000
TOTAL Task 2.6 (Third Amendment)	**$5,000**

UPDATE AND REFINE LAND USE DIAGRAM	
Task 4.1 • ($12,688 originally budgeted) • ($36,014 additionally budgeted, Second Amendment) • $5,000 additional required to complete task	$5,000
TOTAL Task 4.1 (Third Amendment)	**$5,000**

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

EVALUATE FISCAL IMPACTS OF LAND USE SCENARIOS	
Task 4.4 • ($18,014 originally budgeted) • ($13,650 of the originally budgeted funds were repurposed administratively for additional economic analysis and participation of the economic consultant at GPAC meetings in the development of AACAP – Tasks 12.4 and 12.12 AACAP) • $10,000 additional required to complete task	$10,000
TOTAL Task 4.4 (Third Amendment)	**$10,000**

UPDATE LAND USE ELEMENT	
Task 4.5 • ($15,878 originally budgeted) • $4,000 additional required to complete task	$4,000
TOTAL Task 4.5 (Third Amendment)	**$4,000**

UPDATE CONSERVATION, PARKS AND RECREATION, AND OPEN SPACE ELEMENT	
Task 5.2 • ($8,874 originally budgeted) • $8,500 additional required to complete task	$8,500
TOTAL Task 5.2 (Third Amendment)	**$8,500**

PROJECT TEAM MEETINGS	
Task 10.2 • ($23,868 originally budgeted) • ($30,000 additionally budgeted, Second Amendment) • $15,840 additional required to complete task	$15,840
TOTAL Task 10.2 (Third Amendment)	**$15,840**

SAFETY ELEMENT PREPARATION	
Task 11.1 • ($7,500 originally budgeted) • $10,000 additional required to complete task	$10,000
TOTAL Task 11.1 (Third Amendment)	**$10,000**

Subtotal – Third Amendment	**$96,540**
Subtotal – Third Amendment Minus Reallocation ($96,540 - $18,224)	**$78,316**

Reimbursable: Additional required to complete project	**$10,000**

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

Contingency: Additional to complete project	**$0**

GRAND TOTAL – Second Amendment	**$88,316**

Notes: Reimbursable expenses are estimated above and include the costs for printing, photography, copies, blueprinting, and deliveries. The above budget is an estimate. Actual reimbursable expenses will be billed at cost plus 12.5%.

j. Modification

Except as expressly set forth herein, the Agreement, the First Amendment, and the Second Amendment shall continue in full force and effect. The Agreement together with the First Amendment, Second Amendment and this Third Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency between this Third Amendment and the Agreement, First Amendment, and Second Amendment the terms of this Third Amendment shall prevail. This Third Amendment may be modified or amended only by a subsequent writing executed by all of the parties and approval by the City Council.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

IN WITNESS WHEREOF, the parties have entered into this Third Amendment as of this 17th day of March 2020.

CITY OF REDONDO BEACH
A chartered municipality

William C. Brand, Mayor

PLACEWORKS, INC.
a California Corporation

By:
Name: Wendy Nowak
Title: Principal

ATTEST:

Eleanor Manzano, City Clerk

APPROVED

Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

FOR

Michael W. Webb, City Attorney

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND PLACEWORKS, INC.

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Second Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Placeworks, Inc., a California corporation ("Consultant" or "Contractor").

WHEREAS, on October 4, 2016, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement"); and

WHEREAS, on December 19, 2017, the parties hereto entered into that certain First Amendment to the Agreement between the City and Consultant ("First Amendment"); and

WHEREAS, City and Consultant desire to amend the Agreement and First Amendment pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree to make the following amendments to the Agreement and First Amendment (collectively "Amended Agreement"):

a. **Additional General Plan Advisory Committee (GPAC) Meetings.**

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "II. **Consultant's Duties, Phase 2. Community Engagement Program, Task 2.3 General Plan Advisory Committee (GPAC)"** is hereby amended to add the following duties and deliverables:

"The Consultant shall jointly facilitate the GPAC meetings with the City during the General Plan and Aviation-Artesia Corridor Area Plan preparations. Consultant shall prepare for and attend up to 23 GPAC meetings as directed by the City. Additional meeting attendance (other than that stated above) must be approved by the City.

Three (3) additional meetings of the GPAC (ten (10) originally contracted and ten (10) per the First Amendment) are required to better balance the interest by the City to provide more meaningful opportunities for input and feedback from this body and the community. The additional GPAC meetings have become necessary to reconcile work by the GPAC upon the Guiding Principles and the development and presentation to the community of multiple land plan options (neither of which were included in the scope of the Agreement or First Amendment).



Deliverables:

- Preparation for, attendance at, and follow up to, 23 GPAC Meetings (three (3) additional GPAC Meetings plus ten (10) GPAC Meetings per the First Amendment plus the ten (10) originally contracted."

b. **Community-Wide Workshops.**

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, **"II. Consultant's Duties, Phase 2. Community Engagement Program, Task 2.4 Community-Wide Workshops"** is hereby amended to add the following duties and deliverables:

"The Consultant shall conduct up to three (3) community-wide outreach workshops (three (3) originally contracted, a fourth (4) was added with the First Amendment to focus specifically on the Aviation-Artesia Corridor Area Plan only. The Aviation-Artesia Corridor Area Plan will be presented at a combined Community-Wide Workshop along with all of GPAC's recommendations) at various locations throughout the City over the course of the project to present the community with the existing context and process, obtain feedback on the draft land use plan, conservation parks and recreation and open space concepts, the Safety and Noise Element updates (if determined by the City), and the Aviation-Artesia Corridor Area Plan. All three (3) community-wide workshops shall be before the public hearing phase of the Draft Proposed General Plan Updates and Area Plan.

The Draft Proposed Plans shall be developed in coordination with the GPAC, the Artesia/Aviation Boulevard Revitalization Committee, and City based on the public feedback received and the Council-approved Strategic Plan, Mission, and Vision. The feedback received on the Draft Proposed Plans shall be packaged and forwarded to the Planning Commission and the Council for their review. The Proposed Plans shall also be available online, and online users will have the opportunity to comment on the plans digitally; those comments shall also be presented to the Planning Commission and the City Council.

The Consultant shall gather information through the use of multiple visual and interactive tools to engage the community in a discussion about the future of the City. Activities shall be designed to engage adults and children and may also enlist the participation of other City departments to make this a larger civic event that could draw more attendees.

Deliverables:

- Preparation for, facilitation of, and follow up to, community workshops (three (3) workshops total)
- Online engagement tools (Survey Monkey)

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

- Preparation of summary of big ideas and take-aways from each workshop"

c. **Aviation-Artesia Corridor Area Plan.**

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, **"Phase 12. Aviation-Artesia Corridor Area Plan, Task 12.7 Community Workshop"** is hereby amended to revise the following duties and deliverables:

"Task 12.7 Community Workshop

A workshop is designed to gather broad input and buy-in from a community-wide audience and to provide an opportunity for the greater Redondo Beach community to personally weigh in on the proposed refinements to the Aviation-Artesia Corridor.

Consultant shall conduct one (1) community outreach workshop over the course of the project to present the community with the existing context and process and to obtain feedback on the draft Area Plan.

The workshop shall be focused on reviewing and commenting on the Draft Proposed Aviation-Artesia Corridor Area Plan and is combined with the Community Workshop to present all of GPAC's recommendations to the community. The Draft Proposed Plan shall be developed in coordination with the GPAC, the Artesia/Aviation Boulevard Revitalization Committee, and City staff and based on the public feedback received and the Council-approved Strategic Plan and Vision. The feedback received on the Draft Proposed Aviation-Artesia Corridor Area Plan shall be packaged and forwarded to Planning Commission and Council for their review and approval. The Draft Proposed Aviation-Artesia Corridor Area Plan shall also be available online, and online users shall have the opportunity to comment on the plan digitally; those comments shall also be presented to Planning Commission and Council.

Consultant shall gather information using multiple visual and interactive tools to engage the community in a discussion about the future of the Aviation-Artesia Corridors. Activities shall be designed to engage adults and children and may also enlist the participation of other departments to make this a larger civic event that could draw more attendees.

Deliverables:

- Preparation for, and facilitation of one (1) community workshop (that includes a focus on the Aviation-Artesia Corridor Area Plan)

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED AS TO LEGAL DEFINITION

- Online engagement tools (Survey Monkey with focus on Area Plan)
- Preparation of summary of big ideas and take-aways from workshop"

d. **EXHIBIT "B" SCHEDULE FOR COMPLETION** of the Amended Agreement is hereby amended to extend the term of the Agreement from December 31, 2019 to December 31, 2020 unless otherwise terminated as herein provided.

This Amended Agreement shall automatically renew for a subsequent annual term upon the City Manager providing notice to Consultant at least 30 days prior to the expiration of the Term. In no event shall this Amended Agreement extend beyond October 4, 2021.

e. **EXHIBIT "C" COMPENSATION** of the Amended Agreement is hereby amended and revised to increase the total cost for this Amended Agreement from $1,207,507 to an amount not to exceed **$1,348,292**.

This amount shall include a Placeworks contingency of $20,000 to account for unforeseen services during the process. This fee will require approval by City Manager or Designee prior to its use.

The Task Repurpose Authorizations 1 and 2, dated February 4 2019 and February 12, 2019 respectively, reflect adjustments that did not impact the budget or scope of the contract. Those are hereby incorporated into this Second Amendment and noted below as administrative approvals.

PROJECT FORMAT, BRANDING, TEMPLATES AND BASE MAPS	
Task 1.2 • ($16,575 originally budgeted) • $3,000 repurposed/reallocated towards "Task 2.3 GPAC Meetings" through administrative approval for reallocation on February 12, 2019 • $4,994 remains available for repurpose/reallocation	($4,994)
TOTAL Task 1.2 (Second Amendment-Available for Reallocation)	**($4,994)**

STAKEHOLDER INTERVIEWS (MAX. 8 HOURS OF INTERVIEWS)	
Task 2.2 • ($5,508 originally budgeted) • $5,508 repurposed/reallocated towards "Task 4.1 Update and Refine Land Use Diagram; Task	

10.1 Project Administration and Schedule; and Task 10.2 Project Team Meetings" through administrative approval for reallocation on February 4, 2019	
TOTAL Task 2.2	($0)

ADDITIONAL COMMUNITY-WIDE WORKSHOP	
Task 2.4 • This additional "Community-Wide Workshop" is deleted. • (Included In the budget for AACAP, See Task 12.7)	
TOTAL Task 2.4	($0)

DEVELOP GENERAL PLAN WRITING GUIDE	
Task 7.1 • ($2,876 originally budgeted) • $2,876 repurposed/reallocated towards "Task 4.1 Update and Refine Land Use Diagram; Task 10.1 Project Administration and Schedule; and Task 10.2 Project Team Meetings" through administrative approval for reallocation on February 4, 2019)	
TOTAL Task 7.1	($0)

AVIATION-ARTESIA CORRIDOR AREA PLAN – Preparation of Area Plan	
Task 12.9 • ($60,000 originally budgeted) • $40,000 Required • $20,000 available for repurpose/reallocation	($20,000)
TOTAL Phase 12 (Second Amendment-Available for Reallocation)	**($20,000)**

Subtotal – Available for Reallocation **($24,994)**

DATA GATHERING AND REVIEW	
Task 1.3 • ($17,079 originally budgeted) • $2,430 additional required to complete task	$2,430
TOTAL Task 1.3 (Second Amendment)	**$2,430**

DEVELOP COMMUNITY PARTICIPATION PLAN	
Task 2.1	$1,855



• ($2,203 originally budgeted) • $1,855 additional required to complete task	
TOTAL Task 2.1 (Second Amendment)	**$1,855**

GENERAL PLAN ADVISORY COMMITTEE MEETINGS	
Task 2.3 • (6) @ $7,500/GPAC: ○ (3) per First Amendment-depleted budget needing augment, ○ (3) additional per Second Amendment required to complete task	$45,000
TOTAL Task 2.3 (Second Amendment)	**$45,000**

UPDATE AND REFINE LAND USE DIAGRAM	
Task 4.1 • ($12,668 originally budgeted), • $36,014 additional required to complete task	$36,014
TOTAL Task 4.1 (Second Amendment)	**$36,014**

PROJECT ADMINISTRATION AND SCHEDULE	
Task 10.1 • ($25,949 originally budgeted), • $15,480 additional required to complete task	$15,480
TOTAL Task 10.1 (Second Amendment)	**$15,480**

PROJECT TEAM MEETINGS	
Task 10.2 • ($23,868 originally budgeted) • $2,000 repurposed/reallocated towards "Task 2.3 GPAC Meetings" through administrative approval for reallocation on February 12, 2019 • $30,000 additional required to complete task	$30,000
TOTAL Task 10.2 (Second Amendment)	**$30,000**

Subtotal – Second Amendment	**$130,779**
Subtotal – Second Amendment Minus Reallocation ($130,779 - $24,994)	**$105,785**

Reimbursable: Additional required to complete project	**$15,000**

Contingency: Additional to complete project	**$20,000**

GRAND TOTAL – Second Amendment	**$140,785**

Reimbursable expenses are estimated above and include the costs for printing, photography, copies, blueprinting, and deliveries. The above budget is an estimate. Actual reimbursable expenses will be billed at cost plus 12.5%. In no event shall the compensation exceed **$1,348,292.**

f. **Modification**

Except as expressly set forth herein, the Amended Agreement shall continue in full force and effect. The Agreement together with the First Amendment ("Amended Agreement") and this Second Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency between this Second Amendment and the Agreement and First Amendment, the terms of this Second Amendment shall prevail. This Second Amendment may be modified or amended only by a subsequent writing executed by all of the parties and approval by the City Council.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this Second Amendment as of this 16th day of April 2019.

CITY OF REDONDO BEACH
A chartered municipality

William C. Brand, Mayor

PLACEWORKS, INC.
a California Corporation

By:
Name: Wendy Nowak
Title: Principal

ATTEST:

Eleanor Manzano, City Clerk

APPROVED

Jill Bushholz, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND PLACEWORKS, INC.

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("First Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Placeworks, Inc., a California corporation ("Consultant" or "Contractor").

WHEREAS, on October 4, 2016, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement"); and

WHEREAS, City and Consultant desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree to make the following amendments to the Agreement:

a. **Additional General Plan Advisory Committee (GPAC) Meetings.**

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES section, "**II. Consultant's Duties, Phase 2. Community Engagement Program, Task 2.3 General Plan Advisory Committee (GPAC)**" of the Agreement is hereby amended to add the following duties and deliverables

"The Consultant shall jointly facilitate the GPAC meetings with the City during the General Plan and Aviation-Artesia Corridor Area Plan preparations. Consultant shall prepare for and attend up to 20 GPAC meetings as directed by the City. Additional meeting attendance (other than that stated above) must be approved by the City.

Ten (10) additional meetings of the GPAC (ten (10) originally contracted) are required to review additional General Plan Element Updates to the Safety and Noise Elements and Local Hazards Mitigation Plan, the development of the Aviation-Artesia Corridor Area Plan, and to better balance the interest by the City to provide more meaningful opportunities for input and feedback from this body and the community.

Deliverables:

- Preparation for, attendance at, and follow up to, ten (10) additional GPAC Meetings plus the ten (10) originally contracted (maximum of 20 GPAC meetings)."

b. **Additional Community-Wide Workshop.**

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES section, "**II. Consultant's Duties, Phase 2. Community Engagement Program, Task 2.4 Community-Wide Workshops**" of the Agreement is hereby amended to add the following duties and deliverables

"The Consultant shall conduct up to four (4) community-wide outreach workshops (three (3) originally contracted) at various locations throughout the City over the course of the project to present the community with the existing context and process, obtain feedback on the draft land use plan, conservation parks and recreation and

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED AS TO LEGAL DEFICIENCY

open space concepts, the Safety and Noise Element updates (if determined by the City), and the Aviation-Artesia Corridor Area Plan. All four (4) community-wide workshops shall be before the public hearing phase of the Draft Proposed General Plan Updates and Area Plan. One (1) of the four (4) community-wide workshops shall be focused on the Aviation-Artesia Corridor Area Plan.

The Draft Proposed Plans shall be developed in coordination with the GPAC, the Artesia/Aviation Boulevard Revitalization Committee, and City based on the public feedback received and the Council-approved Strategic Plan, Mission, and Vision. The feedback received on the Draft Proposed Plans shall be packaged and forwarded to the Planning Commission and the Council for their review. The Proposed Plans shall also be available online, and online users will have the opportunity to comment on the plans digitally; those comments shall also be presented to the Planning Commission and the City Council.

The Consultant shall gather information through the use of multiple visual and interactive tools to engage the community in a discussion about the future of the City. Activities shall be designed to engage adults and children and may also enlist the participation of other City departments to make this a larger civic event that could draw more attendees.

Deliverables:

- Preparation for, facilitation of, and follow up to, community workshops (four (4) workshops total)
- Preparation of summary of big ideas and take-aways from each workshop"

c. Update Environmental Hazards/Natural Hazards Element of the General Plan.

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Agreement is hereby amended to **add PHASE 11** with the following project description and/or scope of services inclusive of additional tasks, duties and deliverables under a new section entitled, "**Phase 11. Update Environmental Hazards/Natural Hazards Element of the General Plan.**"

"The City's current General Plan Environmental Hazards/Natural Hazards Element is a combination of the City's Safety and Noise Elements and includes: Geologic/Seismic Hazards; Noise (Ambient and Stationary Sources); Flooding Hazards; Toxic Wastes and Materials; and Fire Hazards.

Significant statewide legislation has been passed that requires a greater level of analysis concerning flooding, fire, and climate change/resiliency, and also requires the development of feasible implementation measures. This update shall address all current state legislation applicable to the City's Safety and Noise Elements. Additionally the Consultant shall identify all necessary updates to other existing General Plan Elements and the City's Zoning Ordinance for consistency purposes, and prepare the required environmental documents.

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

Task 11.1 Safety Element Preparation

The Consultant shall integrate new data and mapping information available since the last update of the City's Safety Element. These include but are not limited to, new data and mapping for geology, seismicity, flooding, fire risks, and hazardous materials.

Based on the climate change/adaption resiliency strategies developed as part of Tasks 11.2 and 11.3, the Consultant shall incorporate a series of goals and policies that shall be consolidated in this Element and incorporated throughout the General Plan where necessary.

These goals and policies shall provide a foundation for the climate change adaptation and resiliency strategies developed as part of the Implementation Plan described in Task 11.2 and 11.3 and all goals and policies shall be in accordance with the legislative requirements pursuant to SB 379, Government Code Section 65302, and all applicable Federal and State requirements.

The Safety Element shall include new goals, policies, and actions that respond to the vulnerability assessment to be prepared as part of Task 11.2. Given that adaptation is a cross-sector issue, new goals, policies, shall be necessary in other Elements, such as, but not limited to, the Land Use Element and the Parks, Recreation, Conservation and Open Space Element. Examples of issue areas required to be addressed in this update pursuant to SB 379 include, but are not limited to, the following:

- Ensuring that new development avoids or minimizes climate change impacts.
- Locating essential public facilities outside of at-risk areas, or minimizing damage if in at-risk areas.
- Designating adequate and feasible infrastructure in at-risk areas.
- Coordinating with other agencies on adapting to the full set of threats from climate change.
- Identifying natural infrastructure available for adaptation projects.

Since the City has been active in creating a healthy community (i.e. Blue Zones, etc.) the Consultant shall support the City in adding health related goals and if determined appropriate by the City create a Health & Safety Element.

Deliverable(s):

- Studies and assessments pursuant to Federal and State requirements
- Administrative and Final Drafts of the Safety Element

Task 11.2 Vulnerability Assessment

SB 379 requires General Plan Safety Elements to be reviewed and updated to include climate change adaptation and resiliency strategies. This review and update must occur with the next revision of the Local Hazard Mitigation Plan (LHMP), on or after January 1, 2017 and must consist of the following components:

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

- A vulnerability assessment that identifies the risks climate change poses to the local jurisdiction and the geographic areas at risk from climate change.
- A set of adaptation and resilience goals, policies, and objectives based on the information specified in the vulnerability assessment.
- A set of feasible implementation measures designed to carry out the adaptation and resilience goals, policies, and objectives, including:
    - Avoiding or minimizing climate change impacts associated with new land uses.
    - Locating, whenever feasible, new essential public facilities (e.g., hospitals and health care facilities, emergency shelters, emergency command centers, and emergency communications facilities) outside of at-risk areas, or identifying methods to minimize damage if located in at-risk areas.
    - Designating adequate and feasible infrastructure in at-risk areas.
    - Establishing guidelines to work cooperatively with relevant local, regional, State, and federal agencies.
    - Identifying natural infrastructure, where feasible.

Regarding sea level rise in general, the City is partnered with an LA County consortium of agencies called Regional Adapt LA. This group is studying anticipated impacts and developing a framework of adaptive management policies for the coastal communities of LA County, including Redondo Beach. The Regional Adapt LA's study provides an overview of a preliminary vulnerability assessment for participating agencies to develop an inventory of infrastructure, assets and critical resources that fall within the exposure zones for the different hazard scenarios.

Because a formal Vulnerability Assessment was not included with the LA Adapt assessment, the need exists to perform this assessment to establish a comprehensive understanding of the risks that climate change poses to Redondo Beach. This assessment shall be included in a new section on climate change adaptation and resilience in the General Plan Safety Element and become the basis for the LHMP Risk Assessment. Pursuant to SB 379 the Vulnerability Assessment shall be based on the following:

- Information from the Internet-based Cal-Adapt tool, currently available at http://beta.caladapt.org.
- Information from the most recent version of the California Adaptation Planning Guide, currently available here: http://resources.ca.gov/climate/safeguarding/local-action.
- Information from local agencies and special districts on the types of assets, resources, and populations that will be sensitive to various climate change exposures.
- Information from local agencies and special districts on their current ability to deal with the impacts of climate change.
- Historical data on natural events and hazards, including locally prepared maps of areas subject to previous risk, areas that are vulnerable, and sites that have been repeatedly damaged.
- Existing and planned development in identified at-risk areas, including structures, roads, utilities, and essential public facilities.

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

- Federal, State, regional, and local agencies with responsibility for the protection of public health and safety and the environment, including special districts and local offices of emergency services.

Because the City recently adopted its Housing Element (October 2017), pursuant to AB 162 and SB 5, the City is required to update the Safety Element. SB 379 requires Cities to prepare a Vulnerability Assessment with this update of the Safety Element.

Deliverable(s):

- Vulnerability Assessment (integrated into LHMP)

Task 11.3 Local Hazard Mitigation Plan Update (LHMP)

Although not required at this time, updating the LHMP will allow the City to become eligible for mitigation grant funding sources provided by FEMA, if needed in the event of an emergency.

Planning Team Coordination and Support
The Consultant shall coordinate with and support the City's to be created internal "Hazard Mitigation Planning Team". This team shall be composed of various City Departments that participate in hazard mitigation and emergency management activities.

Hazard Mitigation Planning Meetings
The Consultant shall facilitate three (3) team meetings that will document the hazard mitigation planning process. These meetings shall include the following:

Meeting 1 – Provides an overview of the Hazard Mitigation Planning Process, reviews the hazards of concern, identifies critical facilities, development of mitigation goals for the plan, and prioritization of the hazards of concern.

Meeting 2 – Provides an overview of the Hazard Profiles and Risk Assessment prepared by the Consultant for the LHMP. Feedback received from the team during this meeting will also inform the Consultants development of potential mitigation actions for Meeting 3.

Meeting 3 – This meeting will focus on review and comment of the draft mitigation actions, as well as discussion of the actions costs and prioritization.

Each meeting is anticipated to require two hours of meeting time, and would be facilitated by one (1) staff member from the Consultants team. Upon completion of these meetings, the Administrative Draft LHMP will be prepared by the Consultant for ***Planning Team*** (City) review.

Hazard Mitigation Planning Outreach
Per FEMA, the City is required to obtain feedback during the hazard mitigation planning process as well as once the draft plan has been developed. Outreach during the planning process shall take the form of an online survey and one (1) public meeting. Once the plan is ready for public review, the City will need to make it publicly accessible and provide the community the opportunity to review and comment. Once this review period is complete, the plan shall be submitted to the Cal OES to begin the review process.

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

Hazards Assessment and Identification
Based on the results of Meeting 1, the Consultant will prepare hazard profiles for the hazards of concern identified by the team. The Consultant will review the "profiles" against the "hazards" identified in City's prior LHMP, the 2013 CA State Hazard Mitigation Plan, hazard mitigation plans of neighboring jurisdictions, and past disaster declarations and occurrences to identify additional hazards that could affect the City. Each "hazard profile" will include a description of the hazard, previous occurrences, location, extent (magnitude or strength), and probability of future occurrences. Location-based hazard data will be captured in a GIS database compatible with the City's GIS systems appropriate for hazard profiling at the desired scale. The Consultant will utilize current and newly created (as needed) data that shall be used to develop mapping to illustrate the location, extent, severity, and other information for hazards that have the potential to impact the City.

The LHMP may include but are not limited to earthquakes, liquefaction, coastal erosion, sea level rise, flooding, wave uprush, tsunami, and drought. Although not yet required, FEMA is looking at ways to incorporate climate change into local hazard mitigation planning. The Consultant shall include a "Climate Change Considerations" discussion under each hazard profile. The discussion shall be qualitative in nature (with some quantitative analysis, where appropriate) to ensure that the document's focus remains on concerns regarding hazards. This discussion is intended to comply with SB 379 requirements.

Critical Facility Inventory and Vulnerability Assessment
The Consultant shall develop a critical facility inventory and assess each facilities vulnerability from identified hazards. Results from this step shall form the foundation for the subsequent identification of the appropriate mitigation actions for reducing losses. The Consultant shall work with the planning team to review the inventory from the prior LHMP and include new and updated information, as necessary.

Development of Mitigation and Adaptation Goals and Implementation Program
The Consultant shall work closely with City staff and the planning team to develop hazard mitigation and adaptation goals that identify what acceptable risk is to Redondo Beach, and develop policies and actions to reduce or minimize the determined risks. The Consultant shall also include an implementation and monitoring plan that shall identify priorities, potential funding sources, responsible departments, and monitoring mechanisms to ensure effective tracking over the plan life.

Local Hazard Mitigation Plan Preparation
Adopting the City's hazard mitigation plan concurrent with the General Plan will bring the City into compliance with SB 379, AB 2140 and the Disaster Mitigation Action of 2000 (DMA 2000) and ensure complete integration of the LHMP into the Safety Element. AB 2140 allows the State of California to offset local match requirements during emergency proclamations in accordance with the California Disaster Assistance Act.

The Consultant shall prepare the draft LHMP in accordance with DMA 2000, FEMA's 44 Code of Federal Regulations (CFR) Part 201 and 206, and FEMA's Local Hazard Mitigation Planning Guidance. Following the completion of the risk assessment and

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

mitigation action strategy steps of the planning process, the Consultant shall incorporate the information, data, and associated narratives into the LHMP to be submitted to Cal OES and FEMA Region IX for plan review and subsequent approval. The following tasks reflect this plan approval process.

The Consultant shall prepare the administrative draft version of the LHMP for review and comment by the City. This document shall generally follow the outline provided below:

Section 1 – Introduction: includes an overview of the document and the regulatory authority requiring the update.

Section 2 – Planning Process: includes the review and analysis of the previous LHMP, the planning team formation and roles/responsibilities, the public outreach strategy and results, and review/incorporation of previous studies, plans, technical documents.

Section 3 – Capability Assessment: includes a description and assessment of the City's hazard mitigation capabilities.

Section 4 – Community Profile: include information on the City's population, economy, housing, existing land use, development trends, and planned/future development.

Section 5 – Hazard Identification, Analysis, and Assessment: includes a compilation of the hazards profiled within the City, and the potential risks and vulnerabilities associated with these hazards.

Section 6 – Mitigation and Adaptation Strategy: includes the mitigation goals, actions, and strategies developed by the Consultant and the planning team during the planning process.

Section 7 – Plan Maintenance Procedures: includes the procedures for monitoring and tracking progress, continued public involvement, and updating the plan over the five-year period of activity.

Technical Appendices: shall include all documentation compiled to support the planning process throughout.

Once these sections are completed, the Consultant shall compile them into an administrative draft LHMP and submit to the City for review.

Cal OES/FEMA Review Draft LHMP

The Consultant shall compile all comments received on the public review draft for inclusion as an appendix item and revise the LHMP, as necessary. The Consultant shall then submit the LHMP to Cal OES for initial review; the Consultant shall address any comments/concerns from Cal OES before submission to FEMA for formal review. The Consultant shall also prepare the FEMA Hazard Mitigation Plan Review Tool, which shall accompany the Cal OES and FEMA submission.

If comments are provided by Cal OES and/or FEMA, requiring plan revisions, the Consultant shall revise the plan prior to adoption by the Redondo Beach City

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

Council. If revisions are necessary, the Consultant shall work with Cal OES and/or FEMA to address them and ensure the City's plan is approved by these agencies. The Consultant shall work with all required agencies until the City has received an "approvable pending adoption" (APA) determination.

Final Draft LHMP Prepare Final Adoption of LHMP

Once the City's LHMP has received an "APA" determination from FEMA, the Consultant shall work with the City to adopt the plan by resolution. The Consultant shall develop a sample adoption resolution that can be used by the City. The Consultant's Project Manager shall also attend the City of Redondo Beach City Council meeting. For FEMA to approve the LHMP, the City must formally adopt the LHMP. After plan adoption and once the plan has received its final review and approval by FEMA, the Consultant shall submit the final adopted LHMP to Cal OES and FEMA.

Deliverable(s):

- Internal Team Meetings (up to 3)
- Local Hazard Mitigation Plan (Administrative, Public Review/Hearing Draft and Final Draft)
- Preparation of Cal OES/FEMA Draft LHMP (Coordination with OES and FEMA)
- Facilitate Hazard Mitigation Planning Team meetings
- GIS Mapping
- Technical Appendix to the LHMP
- Hazard Mitigation Outreach (online survey and one public meeting)

Task 11.4 Noise Element Preparation

The Consultant shall assist the City in updating the Noise Element (currently contained within the Environmental Hazards/Natural Hazards Element as Section 4.2). The scope/focus shall be on reviewing and updating the Noise Element materials, along with the field measurement of existing noise levels.

Update of Noise Element

The Consultant's environmental staff shall coordinate with and assist the City with the technical review and updating of the issues, objectives, policies, and implementation measures of the City's Noise Element; all with the goal of enhancing the City's overall Noise Control Program. This Noise Element technical assistance shall include the generation of Existing-and Future-conditions noise contour maps, using the results of the traffic and rail assessments (discussed below).

Existing Noise Conditions

The Consultant shall characterize the existing conditions for the Plan Area. To document existing ambient noise conditions and to identify potential issues, opportunities, and challenges with respect to noise and land use compatibility, an evaluation of existing ambient noise conditions shall be conducted. The Consultant shall conduct field surveys of the General Plan Area to acquire ambient noise level data. These ambient noise measurement surveys shall consist of short-term (15-minute) sampling at up to sixteen locations and long-term (24-hour) noise monitoring at up to four locations within the City. These locations shall be selected by the Consultant, in coordination with City staff, and will take into consideration the

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

railways, as well as major roadways, arterials, and freeways in the planning area, including Marine Avenue, Manhattan Beach Boulevard, Pacific Coast Highway (PCH), Artesia Boulevard, 190th Street, Del Amo Boulevard, Torrance Boulevard, Sepulveda Boulevard/El Camino Real, and Aviation Boulevard. Additionally, traffic flows on Interstate 405 (I-405) generate substantial noise levels within the community. In addition to roadway noise, rail-related noise from railroads running along and within the eastern boundary of North Redondo (near Inglewood Avenue) shall be studied. This field data shall provide insights into the existing noise environments in the City and shall be used to supplement traffic and train modeling conducted for the EIR.

Additional aspects and issues for community noise, including transportation noise, stationary noise, land use compatibility, and construction noise and vibration, shall be included within the scope of this Noise Element update.

A review and recommended amendments of the City's existing Noise Ordinance is also included within the scope of this Noise Element update.

Noise Chapter: The results of the noise analysis included in this scope shall be summarized and incorporated into the EIR noise section and pertinent calculation details shall be included in the associated Technical Appendix.

Deliverable(s):

- Field surveys and ambient noise measurements
  - Short-term (15-minute) sampling at 16 locations
  - Long-term (24-hour) noise monitoring at four (4) locations
- Noise Contour Maps
- Administrative, Hearing and Final Drafts of the Noise Element
- Recommended amendments of the City's existing Noise Ordinance
- Technical Appendix to the EIR for General Plan Land Use Element Update

Task 11.5 Meetings – Safety and Noise Element Updates

The Consultant will participate at meetings (up to four (4) maximum) with the GPAC, the Public Safety Commission, the Planning Commission, and the City Council as determined by the City for the review of the Noise and Safety Elements (to review the goals and policies for these Elements) or to review the LHMP. The Consultant shall attend and prepare PowerPoint presentations for all required meetings.

Deliverable(s):

- Preparation for and attendance at one (1) GPAC meeting and up to two (2) City Commission meetings and one (1) City Council meeting.

Task 11.6 Staff Meetings – Administration

The Consultant shall be required to provide additional coordination with the Public Works Department, Fire Department, and other agencies that are essential to complete the Safety and Noise Element Updates and the update of the LHMP.

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

d. Aviation-Artesia Corridor Area Plan.

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Agreement is hereby amended to **add Phase 12** with the following project description and/or scope of services inclusive of additional tasks, duties and deliverables under a new section entitled, "**Phase 12. Aviation-Artesia Corridor Area Plan.**"

The City desires to build upon the land use analysis of the Aviation-Artesia corridors initiated in the General Plan update process to develop more detailed direction for the future enhancement and redevelopment of the approximately .5-mile along Aviation Boulevard between Ford Avenue and Artesia Boulevard and the approximately 1-mile along Artesia Boulevard between Aviation and Hawthorne Boulevards.

The Aviation-Artesia Boulevard Vitalization Strategy initiated by the City aims to explore the feasibility of revitalization tools such as creating a Business Improvement District, a sign plan, and architectural design standards, and other guidelines.

The Aviation-Artesia Corridor Area Plan shall provide revitalization strategies, implementation actions, site design and building massing concepts, preferred land uses and general development standards and design guidelines for a mix of development building off the Vitalization Strategy and the General Plan to revitalize the corridor. The corridor is important to the City's future and must be carefully planned to encourage the highest and best uses of land, a proper relationship and seamless transition and integration with adjoining residential neighborhoods, and outline implementable strategies and development concepts to facilitate reinvestment and transitions to new uses and development over time to improve the functionality and appearance and economic vitality of the corridor.

Guidance generated as part of the Aviation-Artesia Corridor Area Plan must also take into consideration the community needs and outcomes of the input received through the General Plan update. While existing General Plan policies and land use designations provide capacity to accommodate a diversity of uses, little has happened since its adoption. Investment has been limited. The development of an Area Plan is prompted by the City's desire to redevelop the corridor and to reconsider and modify as needed existing policies and regulations to achieve a mix of uses that is appropriate for the area, and will be consistent with the direction articulated in the updated General Plan Land Use Element policies.

The Consultant shall prepare an economic feasibility analysis and a comprehensive parking study to support the policies, concepts, standards, and guidelines proposed for the Plan Area. The Consultant shall craft draft policy language that is consistent with the General Plan to avoid the need for a General Plan amendment and extensive additional environmental analysis.

The Area Plan shall be referenced in both the City's General Plan and Zoning Ordinance and shall serve as a "companion" document to guide future projects.

Task 12.1 Project Kick-off Meeting

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

The Consultant shall coordinate a kick-off meeting with the City that shall:

- Introduce key participants
- Hear from the City regarding insights gained from the proposal review process and consultation with decision makers
- Share expectations for the project
- Refine the work program, scope of work, and schedule
- Identify the roles of anticipated stakeholders such as outside agencies, organizations, and individuals
  - GPAC involvement and/or other stakeholder groups to be determined
- Identify available resources and any current or related projects that must be considered
- Memorialize expectations for stakeholder and public engagement
- Establish communication protocols for the project
- Identify potential project pitfalls and establish strategies to address them
- Address ongoing implementing projects or programs that could potentially affect the project
- Summarize the meeting in a set of guiding principles for the Area Plan development process

It is anticipated that the kick-off meeting will include key members from various departments in the City that would be reviewing the Area Plan document (Planning, Public Works, Community Services, etc.).

Deliverable(s):

- Preparation for and attendance at kick-off meeting

Task 12.2 Background Review

The Consultant shall review the existing documents, materials, and baseline data relevant to the project site that was compiled as part of the General Plan Land Use Update project. The City will provide the consultant with any additional relevant documents and materials to be used to support more focused planning efforts, beyond those that the Consultant has already acquired through the General Plan update effort. These could include streetscape plans, infrastructure master plans, economic studies and other relevant studies specific to the project site. During this task, the Consultant shall also revisit the block configurations and parcel size work that was also done as part of the General Plan Land Use Element update to determine if the orientation and size of lots is limiting the ability of the corridor to redevelop.

The Consultant shall utilize the City's recently updated GIS-based mapped data of the site as the basis for creating exhibits necessary to the preparation of the Area Plan and any associated Zoning Amendment(s) as well as exhibits for public meetings, workshops, and hearings. The project data generated by the Consultant shall be turned over to the City along with a Metadata Dictionary file to facilitate integration and use on the City's GIS system.

CITY OF REDONDO BEACH
CITY ATTORNEY'S OFFICE
APPROVED BY LEGAL DEPARTMENT

Additionally, all files and materials shall be prepared in a manner to facilitate electronic distribution, both via e-mail and on the City's website. Special attention shall be paid in generating documents and graphics to minimize file size and maximize accessibility.

Deliverable(s):

- Review of existing reports, mapping and materials

Task 12.3 Existing Conditions Analysis – Opportunities and Constraints of the Corridor

Consultant shall develop a set of strategies to consider and an overview of the opportunities, challenges or tradeoffs associated with each. Consultant shall determine the issues associated with future development by evaluating the challenges the corridor has faced in attracting new investment and determining what the barriers to change may be.

Consultant shall evaluate the corridor by land use planning and design considerations such as, but not limited to the following:

- Relationship to and compatibility with surrounding uses (and pending plans for development projects in adjoining areas)
- Creating economically viable uses
- Integration of sustainable building and site design practices
- Economic development and diversification
- Experience of the resident, visitor, business owner
- Appropriate building scale and heights
- Convenient and safe movement of people and goods
- Building heights, massing, intensity (FAR), and density
- Parking
- Interface between commercial and residential neighborhoods
- Signage
- Adjacent road network
- Pedestrian and bicycle coordination
- Landscaping

Parking

Fehr & Peers shall assist the project team and city staff in taking inventory of existing parking supply throughout the Area Plan area, assessing parking demand for proposed new uses under the Area Plan (as determined through the General Plan Land Use Element update process), and right-sizing parking supply to meet future needs. Fehr & Peers shall collect new counts of existing on-street and off-street parking supply and utilization during typical weekday and weekend peak periods. Using parcel data provided by the City, Fehr & Peers shall utilize the methodologies in the Urban Land Institute's (ULI) Shared Parking, Second Edition (2005) to develop a calibrated existing shared parking model for each of three subareas within the study area (each approximately 0.5 miles in length). Fehr & Peers shall then estimate future parking demand associated with proposed parcel land use changes

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

in each of these subareas. This assumes data collection focused only on PM and weekend midday peak periods, using national averages in our shared parking model to estimate demand patterns for other times of day.

Assumptions

Technical consultants may need to be retained as part of this process to provide information related to infrastructure needs, existing infrastructure conditions or future demand in the Area Plan. If the City determines technical studies for infrastructure are necessary, the Consultant shall retain a consultant to provide the data under a separate contract. Costs associated with technical studies for infrastructure are not included in "Exhibit C".

Deliverable(s):

PlaceWorks

- Opportunities and constraints summary and mapping

Fehr&Peers

- Parking supply count, including on-street and off-street supply.
- Parking utilization counts for a two-hour window during a typical weekday PM peak period and weekend midday peak period.
- Technical memorandum summarizing results of the analysis that includes but is not limited to, the estimate of future parking demand associated with proposed parcel land use changes in each of the subareas. Upon receipt of comments from the client, the technical memorandum will be revised and shall be submitted to the City of Redondo Beach.

Task 12.4 Economic Feasibility and Pro Forma Analysis

Consultant shall prepare a development feasibility analysis exploring the financial feasibility of various land uses in the plan area to ensure that the plan reflects market realities. Different land use mixes and prototypical building types and intensities shall be tested in the analysis. Cost and revenue assumptions in the model shall be vetted with local developers active in Redondo Beach and/or other land development professionals as determined by the city.

In addition to helping identify the most feasible land use mixes and product types for the plan area, the analysis shall provide insight on how different parcel sizes and development standards could factor into a project's financial performance. The pro forma shall test sensitivity to variables such as building heights, FARs/density, parking ratios, and other planning/zoning factors to provide recommendations on market-appropriate standards for the plan area.

This analysis shall also explore the extent to which development in the plan area can provide desired community benefits, to be identified based on the input received during advisory committee or public outreach meetings. For example, the pro forma analysis can help to uncover the potential for new development projects in change

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

areas to contribute to a Business Improvement District or other community amenities.

The findings of the development feasibility analysis shall inform the development scenarios/options (as identified in Task 12.5) and mix of land uses by building type and phasing for key sites in the plan area. The analysis shall describe the trade-offs from options, evaluating economic factors such as developer return on cost; provision of community benefits; onsite job creation; and the likely magnitude of subsidies required.

Deliverable(s):

- Review of existing reports, mapping and materials
- Memorandum report on financial feasibility analysis, including findings and recommendations for development standards and community benefit strategies

Task 12.5 Identify Revitalization Strategy Options and Determine Feasibility of Each

With information and insight provided by the Existing Conditions Analysis in Task 12.3 and the Economic Feasibility and Pro Forma Analysis prepared in Task 12.4, Consultant shall compile a list of revitalization strategies, tools or other options for consideration for application in the Aviation-Artesia Corridor Area Plan. Each strategy or option shall be evaluated on its ability to meet the Area Plan objectives and its ability to respond to additional criteria developed by the consultant team. Each option or strategy shall receive a "scorecard" comparing similar criteria. For example, each alternative may receive a ranking for criteria such as timing (near term, short term), costs, remediation levels, phasing ability, general change in trip generation, compatibility with adjacent uses, degree of political support, etc. The analysis shall provide the public, City staff and stakeholders with a tool to quickly compare the benefits, constraints, or tradeoffs of each redevelopment strategy.

Consultant shall review the strategy options and tradeoffs with City staff and the GPAC/Artesia-Aviation Boulevard Revitalization Committee (Task 12.6) and make revisions as necessary to arrive at the strategies and implementation actions that shall be included in the Area Plan.

PARKING

Fehr & Peers shall prepare parking recommendations that consider weekday, weekend, daytime, nighttime, and seasonal demand patterns, as well as management of the parking supply through time limits and long-term/short-term controls. If estimated future demand exceeds supply, the study will determine amount and make recommendations for the best parcel within each sub area to accommodate new parking supply, based on parcel size, shape, and access, as well as the importance of the pedestrian network and walkability to and from new parking supply.

Policies for administering a district parking strategy, such as a framework for evaluating the need for and implementing parking supply as demand increases in the future, as well as funding strategies, such as in-lieu fees will be summarized.

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED AS TO LEGAL SUFFICIENCY

Deliverable(s):

PlaceWorks

- Memorandum/report summarizing strategies and options and feasibility of implementation (up to two rounds of revision)
- Meeting with staff to review options
- Meeting with GPAC to review options

Fehr&Peers

- Technical memorandum summarizing recommendations.
  - Upon receipt of comments from the client and the City, the technical memorandum will be revised and can be submitted to the City of Redondo Beach.
- Participation in up to two (2) team conference calls and attendance at up to one (1) external meeting with the project team and/or City staff. This scope does not include attendance at any public meetings/hearings.

Task 12.6 Aviation-Artesia Corridor Advisory Committee (GPAC- AC2)

The City Manager's Artesia/Aviation Boulevard Revitalization Committee along with the GPAC shall serve as the advisory committees for the development of the Aviation-Artesia Corridor Area Plan.

The Artesia/Aviation Boulevard Revitalization Committee and GPAC shall separately review existing conditions, look at redevelopment opportunities and constraints and discuss other strategies such as the potential of creating a Business Improvement District (BID).

The GPAC shall help to identify opportunities and challenges that need to be addressed and provide staff with feedback on the Existing Conditions Analysis (Task 12.3), Economic Feasibility Analysis (Task 12.4), and Revitalization Strategy Options (Task 12.5) that shall inform land uses, development standards and design guidelines. The Consultant shall prepare for, attend and facilitate, and provide follow up at three (3) Aviation-Artesia Corridor Area Plans focused meetings; Two (2) with the GPAC only and one (1) joint meeting of the Artesia/Aviation Boulevard Revitalization Committee and GPAC during the Area Plan preparation.

Deliverable(s):

- Preparation for, facilitation and attendance at, and follow up to two (2) GPAC only meetings and one (1) joint meeting of the Artesia/Aviation Boulevard Revitalization Committee and the GPAC Meetings (maximum of 3 AACAP meetings)
- Preparation of meeting summaries

Task 12.7 Community Workshop

A workshop is designed to gather broad input and buy-in from a community-wide audience and to provide an opportunity for the greater Redondo Beach community to personally weigh in on the proposed refinements to the Aviation-Artesia Corridor.

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED AS TO LEGAL DEPARTMENT

Consultant shall conduct one (1) community outreach workshop over the course of the project to present the community with the existing context and process and to obtain feedback on the draft Area Plan.

The workshop shall be focused on reviewing and commenting on the Draft Proposed Aviation-Artesia Corridor Area Plan. The Draft Proposed Plan shall be developed in coordination with the GPAC, the Artesia/Aviation Boulevard Revitalization Committee, and City staff and based on the public feedback received and the Council-approved Strategic Plan and Vision. The feedback received on the Draft Proposed Aviation-Artesia Corridor Area Plan shall be packaged and forwarded to Planning Commission and Council for their review and approval. The Draft Proposed Aviation-Artesia Corridor Area Plan shall also be available online, and online users shall have the opportunity to comment on the plan digitally; those comments shall also be presented to Planning Commission and Council.

Consultant shall gather information using multiple visual and interactive tools to engage the community in a discussion about the future of the Aviation-Artesia Corridors. Activities shall be designed to engage adults and children and may also enlist the participation of other departments to make this a larger civic event that could draw more attendees.

Deliverables:

- Preparation for, and facilitation of one (1) community workshop (focused on Aviation-Artesia Corridor Area Plan)
- Preparation of summary of big ideas and take-aways from workshop

Task 12.8 Website Support and Online Engagement Tools

This scope assumes that the City's current PLANredondo website shall continue to be used for this focused project, and that City Staff will post relevant information and documents as they become available. The Consultant shall help draft content (news updates, next steps, announcements, GPAC-AACAP summaries, etc.) to populate the City's PLANredondo webpage.

Consultant shall engage the community and gain feedback digitally and shall provide the tools to do so at strategic milestones in the process. Consultant shall prepare text to be posted on the City's social media platforms as well.

Deliverables:

- Prepare text (announcements, informational, etc.) for City to post on project website, cable, newsletters, and social media forums
- Online engagement tools (Survey Monkey)

Task 12.9 Preparation of the Area Plan

Consultant shall create a user-friendly Area Plan document that shall contain graphics, diagrams, tables, and text to convey necessary information in a way that is easy to understand. Consultant shall prepare the Area Plan in Word or Adobe InDesign formats.

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

An Area Plan organizational structure, as well as style, format and graphics shall be proposed by the Consultant and finalized based on feedback from City staff. Consultant shall discuss the organization and content of the Area Plan with City staff. Through this collaboration, Consultant shall establish a well-structured Area Plan that presents an executable and useful tool for City Staff, City Council members, other agencies, and potential project developers.

The Area Plan shall be prepared in accordance with any applicable State Laws and may contain the following sections and contents:

Chapter 1. Setting – The Introduction shall contain an overview of the history of the Aviation-Artesia Corridors; the purpose of the project and Area Plan; the authorization and scope of the document; a discussion of the major environmental, economic, and land use and site planning issues and how the project responds to these key issues; a discussion of the plan's consistency and integration with the General Plan, Zoning Code, and surrounding land uses; a description of the preparation process and public participation; and a discussion of the document's organization.

Chapter 2. Area Plan Objectives – This chapter shall describe the agreed-upon objectives for the project that are supported by the existing conditions and economic feasibility & pro forma analysis, and reflects the collaborative effort and consensus between City, property owners, and business owners to set forth the major attributes of the project and how they will "fit" and enhance the corridor.

Chapter 3. Opportunities and Constraints – This chapter shall highlight the cultural, economic, and physical opportunities and constraints that have been revealed through prior tasks.

Chapter 4. Land Use Approach – This chapter shall include a description of the overall development concept, an exhibit and description of the ultimate "preferred community structure" envisioned based upon the pattern and type of preferred land uses, major design elements, the project's relationship and integration to/with the surrounding area, and conceptual streetscapes.

Chapter 5. Tools and Strategies to Promote Revitalization – This section of the Plan shall identify potential tools or incentives to generate new community benefits, and other requirements associated with the preferred land use approach. The purpose of this chapter is to provide a flexible framework that will reduce existing roadblocks preventing development or to provide incentives for the development of priority uses at specific locations throughout the Plan area. The Area Plan shall reference the tools or strategies deemed feasible for the City to implement (Task 12.5).

Chapter 6. Illustrative Master Plans – These plans illustrate the possible future organization of streets, blocks, open spaces, and buildings to achieve revitalization of the Aviation-Artesia Corridor, as concluded by the analysis conducted in support of the Area Plan and the collaboration between City staff, GPAC, Artesia/Aviation Boulevard Revitalization Committee, and the community. Each of the master plans describes in text and graphics certain key aspects of site layout employed to implement the Plan's Land Use Approach. The specific layout of street and building

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

locations illustrated in the master plans are not required outcomes, but are presented to show how the plan's urban design concept can be expressed within the context of selected corridor sites.

This Chapter shall generally define the preferred land use types within the AACAP based on the studies and analysis developed in support of this Area Plan and present a summary of in policy form of General Development Standards and Design Guidelines in support of the revitalization of the Aviation-Artesia Corridor. The purpose of this chapter is to provide a flexible framework that will ensure an aesthetic and cohesive quality of development throughout the Plan area.

Chapter 7. Parking - This Chapter contains policies and strategies to ensure that parking throughout the Aviation-Artesia Corridor Area Plan is convenient and accessible, accommodates all land uses, and supports the Plan's intended outcomes.

Chapter 8. Administrative Procedures – The administration of the Plan shall define the development processing and approval process, and any special procedures or conditions for review and approval. The Administrative Procedures shall incorporate the City's existing Site Plan Review process and Design Review process. Consultant shall work with City Staff to identify fast-tracking procedures for projects within the project area consistent with the preferred Uses, policies outlining general Development Standards and Design Guidelines. References to existing procedures will be made where appropriate.

Chapter 9. Implementation Strategy – Consultant shall develop a coherent program that allows the Plan to be managed effectively. Consultant shall describe each action to be undertaken, responsibilities, time frame, and where appropriate, potential funding sources.

This scope assumes that there shall be three (3) drafts of the Area Plan: an Administrative Draft for internal review by City staff; a Hearing Draft that includes comments and revisions requested by the first round of reviewers; and a Final Draft that includes final edits after the City Council's action on the plan. Consultant shall provide the City with digital files of the document, which will be prepared in Word or InDesign.

Assumptions

Digital copies of the Area Plan shall be provided to the City; the number of hard copies that shall be prepared shall be based on need and budget available in the reimbursable task. Consultant shall coordinate with the City to determine how many copies need to be made; the City will be responsible for additional copies and distribution as needed. The City will also be responsible for posting all documents to the project's website.

Deliverables:

- Screen check, Hearing, and Final Draft Area Plan (10 hard copies, budget permitting, and a digital copy of each draft)

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

- Deliverable from Tasks 12.3, 12.4, and 12.5 will serve as appendixes to the Area Plan
- Technical Studies if determined necessary by the City, under separate contract (infrastructure, traffic)

Task 12.10 Environmental Analysis

The anticipated mix of uses and buildout of the Aviation-Artesia Corridor Area Plan shall be described in great enough detail under the General Plan Update Project Description required by CEQA that the analysis of impacts associated with the mix of uses planned for the corridors in the General Plan shall cover a significant portion of the environmental analysis required for the Area Plan. Any determined (City and Consultant) environmental analysis required for the Area Plan would not need to focus on land use changes (because they would be consistent with the General Plan and impacts have already been assessed), but rather, any environmental analysis required for the Area Plan would only need to analyze any development standards and design guidelines. It is not anticipated or planned that any conceptual streetscape guidelines would change planned roadway or intersection geometrics and therefore warrant environmental review either.

If it is determined by the City that the Area Plan requires an addendum to the Draft EIR for the General Plan Update be processed, the City shall consider adding additional counts and intersections to the traffic analysis in the General Plan Update to cover the impacts of the corridor itself. The City shall also need to have separate VMT done for both GHG and to cover issues relating to SB 743, resulting in some additional costs that would need to be budgeted separately to analyze the corridor as a stand-alone project within the General Plan. It is anticipated that the cost for the additional traffic analysis would be approximately $20,000. This amount is not included in the currently proposed budget for this first amendment contained in Exhibit B.

If it is determined that a separate full Environmental Impact Report (EIR) is required for the Area Plan, it is anticipated that the costs for environmental review would increase to approximately $175,000. This amount is not included in the currently proposed budget for this first amendment contained in Exhibit B.

Deliverables:

- No additional environmental analysis is anticipated with the development of Aviation-Artesia Corridor Area Plan as scoped with this first amendment

Task 12.11 Planning Commission and City Council Study Sessions and Public Hearings

The Consultant shall participate in one (1) Joint Planning Commission and City Council Study Session focused on the AACAP and that are in addition to any other contracted joint meetings and public hearings for the other phase's and tasks with the Consultant under the terms of the original contract and any amendments. The Consultant shall attend and prepare a PowerPoint presentation for use at this meeting. The Joint Study Session is anticipated to take place before the release for

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

public review of the Draft EIR covering both the General Plan Updates and the Aviation-Artesia Corridor Area Plan. The goal of the AACAP focused Joint Study Session is to educate the Commission and Council about the Aviation-Artesia Corridor Area Plan and obtain insight into their concerns prior to the release of the Draft EIR and the public hearings, thereby increasing the chances of a smooth and straightforward adoption process and reducing the potential for additional/redundant environmental review. The City staff will be responsible for preparing staff reports for these public hearings in consultation with the Consultant.

Deliverables:

- Preparation for and attendance at Aviation-Artesia Corridor Area Plan focused Study Sessions and Public Hearings (one (1) Joint Planning Commission and City Council Study Session.
    - As determined by the City, this public meeting may be combined with other public meetings within the original contract and any amendments

Task 12.12 Meetings & Administration

This task accounts for the ongoing operational and coordination activities that are essential for keeping a project on schedule and within budget. This task includes activities such as project start-up, minutes and agendas, budget and schedule tracking, and ongoing coordination with the City Staff and Consultant's team.

Wendy Nowak, AICP, Associate Principal, shall serve as Project Manager and shall oversee the project's day-to-day operations and subconsultant coordination and provide the leadership at critical milestones in the process, including ongoing updates with the City's project manager, preparation of a preferred land use plan, preparation of the Area Plan, and coordination with other agencies and stakeholders in the process. The updates will be completed through e-mail communications and phone calls with the City's Project Manager.

Deliverables:

- Weekly coordination with the City
- Project team meetings
- Conference calls (as needed)
- Monthly status reports (progress of work being performed, milestones attained, resources expended, problems encountered, corrective actions taken)

e. **General Plan Vision 2040.**

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Agreement is hereby amended to **add Phase 13** with the following project description and/or scope of services inclusive of additional tasks, duties and deliverables under a new section entitled, "**Phase 13. General Plan Vision 2040.**"

Task 13.1 Meetings & Administration

The General Plan Advisory Committee and staff determined to establish a Vision Statement to guide future decision making as it relates to the General Plan Element

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED AS TO LEGAL DEPARTMENT

updates and their goals and policies. The General Plan Vision 2040 is an essential component of the General Plan update moving forward, to best ensure that the goals and policies ultimately drafted implement the community ideas and priorities articulated in the Vision.

Consultant shall prepare multiple versions of the Vision statement for consideration by the GPAC, shall prepare an online survey for the community to provide feedback and facilitate a meeting with the GPAC and shall support a meeting with the City Council to develop and confirm with the City Council the statement.

Deliverables:

- One (1) meeting of the GPAC to develop Draft General Plan Vision
- Draft General Plan Vision 2040 Statement
- Revised Vision Statement (two versions)
- Vision Statement Online Survey – review of community comments

f. **General Plan/Area Plan/Zoning Consistency Analysis.**

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Agreement is hereby amended to **add Phase 14** with the following project description and/or scope of services inclusive of additional tasks, duties and deliverables under a new section entitled, "**Phase 14. General Plan/Zoning Consistency Analysis.**"

California planning law requires that general plans be consistent with other elements of the general plan and other implementation tools, including zoning ordinances. The consultant shall provide a high-level review of the City's Zoning Ordinance for consistency with the new General Plan Elements (Land Use, Noise, Safety, and Open Space, Parks, Recreation and Conservation) in three ways—definitions and standards of land uses, policy direction, and map changes—as described below.

Consultant shall compare zoning and General Plan designations and standards, and Area Plan policies and strategies, in a tabular form to identify differences between their definitions, intent and intensity/standards. Consultant shall identify areas in the Zoning Ordinance that require updating to reflect the intent and intensity/standards, and new policy direction of the new General Plan and Area Plan and shall prepare a report that identifies the necessary changes. Changes shall be identified in two separate categories – those that must be made to be consistent with state mandates (legal requirement), and those that should be made if the City Council priorities support it or if budget is available (implementation action items). Consultant shall identify changes in the Zoning Map that result from changes in General Plan definitions, intent, intensity/standards and preferred land use plan and the Illustrative Master Plans, policies and parking strategies from the Area Plan. Zoning Code amendments to address inconsistencies are not included in this task and will be completed by City Staff.

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED AS TO LEGAL DEPARTMENT

Deliverable:

- Memorandum describing the findings of the General Plan/Area Plan/Zoning Consistency Analysis, including next steps for the City to take to create consistency between the three documents (for example, creating a new mixed-use zone to implement the mixed-use General Plan designations and new development standards for envisioned illustrative Master Plans from AACAP).

g. **EXHIBIT "B" SCHEDULE FOR COMPLETION** of the Agreement is hereby amended to extend the term of the Agreement from April 3, 2019 to December 31, 2019 unless otherwise terminated as herein provided.

Upon City Manager's notice of at least 30 days prior to the expiration of the Term, this Agreement shall automatically renew for a subsequent annual term. In no event shall this Agreement continue four years beyond the commencement date which is April 3, 2020.

h. **EXHIBIT "C" COMPENSATION** of the Agreement is hereby amended and revised to increase the total cost for this Agreement from $699,917 to an amount not to exceed $1,207,507. This amount shall include a Placeworks contingency of $45,210 to account for unforeseen services during the process. This fee will require approval by City Manager or Designee prior to its use.

GENERAL PLAN ADVISORY COMMITTEE MEETINGS	
Task 2.3 (10 additional @ $7,500/GPAC)	$75,000
GPAC Meetings originally budgeted @ $5,500/GPAC (10 GPAC Meetings additionally require $2,000/GPAC)	$20,000
TOTAL Task 2.3	**$95,000**

ADDITIONAL COMMUNITY-WIDE WORKSHOP	
Task 2.4 (Included in the budget for AACAP, See Task 12.5)	**$0**

GENERAL PLAN UPDATE (SAFETY, NOISE & LHMP) COST	
Task 11.1 Safety Element (tech studies, element prep)	$7,500
Task 11.2 Vulnerability Assessment (Required by SB 379)	$27,000
Task 11.3 Local Hazard Mitigation Plan Update	$40,000
Task 11.4 Noise Element (monitoring, tech studies, element prep)	$16,500
Task 11.5 Meetings (4 total: 2 GPAC, 1 PWC/PC, 1 CC) (See Task 2.3)	$0

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

Task 11.6. Staff Meetings & Administration	$10,500
TOTAL Phase 11 (Safety and Noise Element Updates/LHMP)	**$101,500**

AVIATION-ARTESIA CORRIDOR AREA PLAN COST

Task 12.1 Project Kick-off Meeting	$3,600
Task 12.2 Background Review	$2,500
Task 12.3 Existing Conditions Analysis – Barriers Preventing Revitalization of the Corridor	$45,000
Task 12.4 Economic Feasibility and Pro Forma Analysis	$20,000
Task 12.5 Identify Revitalization Strategy Options and Determine Feasibility of Each	$37,000
Task 12.6 Aviation-Artesia Corridor Advisory Committee/GPAC (See Task 2.3)	$0
Task 12.7 Community Workshop	$7,500
Task 12.8 Website Support and Online Engagement Tools	$12,000
Task 12.9 Preparation of the Area Plan	$60,000
Task 12.10 Environmental Analysis (Within Scope of GPU EIR)	$0
Task 12.11 Planning Commission & City Council Study Sessions and Public Hearings	$11,500
Task 12.12 Meetings & Administration	$25,000
TOTAL Phase 12 (Aviation-Artesia Corridor Area Plan)	**$224,100**

Phase 13. General Plan Vision 2040	
Task 13.1 Meetings and Administration	$15,000
TOTAL Phase 13. General Plan Vision 2040	**$15,000**

Phase 14. General Plan/Zoning Consistency Analysis	
TOTAL Phase 14. General Plan/Zoning Consistency Analysis	**$16,500**

Subtotal	**$452,100**

Reimbursable:	**$10,280**

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

Contingency (10%)	**$45,210**
GRAND TOTAL	**$507,590**

Notes: Reimbursable expenses are estimated above and include the costs for printing, photography, copies, blueprinting, and deliveries. The above budget is an estimate. Actual reimbursable expenses will be billed at cost plus 12.5%.

i. **Modification**

Except as expressly set forth herein, the Agreement shall continue in full force and effect. The Agreement together with this First Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency between this First Amendment and the Agreement, the terms of this First Amendment shall prevail. This first Amendment may be modified or amended only by a subsequent writing executed by all of the parties and approval by the City Council.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of this 19th day of December 2017.

CITY OF REDONDO BEACH
A chartered municipality

William C. Brand, Mayor

PLACEWORKS, INC.,
a California Corporation

By:
Name: Brian Judd
Title: Principal

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Risk & Insurance Services
17901 Von Karman Avenue, Suite 1100
(949) 399-5800; License #0437153
Irvine, CA 92614
Attn: NewportBeach.CertRequest@marsh.com/F: 212-948-4323
980627--01-17-18

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance Co	44520
INSURER B : Travelers Property Casualty Company Of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Placeworks
Dba: The Planning Center
Design Community & Enviornment
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707

COVERAGES **CERTIFICATE NUMBER:** LOS-002020368-03 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			EPK118128	07/01/2017	07/01/2018	EACH OCCURRENCE	$	5,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	50,000
	X BI & PD Ded. $5,000						MED EXP (Any one person)	$	5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$	5,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$	5,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$	5,000,000
							Contractors Pollution	$	5,000,000
B	AUTOMOBILE LIABILITY			BA7E37616717CAG	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
							Comp/Coll Deductibles	$	$1,000
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	
	DED [ ] RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB7E37616717	07/01/2017	07/01/2018	X PER STATUTE [ ] OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$	1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Redondo Beach, its officers, elected, and appointed officials, employees, and volunteers are included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to General Liability.

CERTIFICATE HOLDER
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services
Rosalynda Martinez R. Martinez

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 980627

LOC #: Irvine

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	Placeworks Dba: The Planning Center Design Community & Enviornment 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Errors & Omissions Retro Dates:

7/1/99 - Planning Center, Inc.

1/1/87 - Design Community & Engineering Inc.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

EPK-118128

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Where Required By Written Contract.

A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of "your work" for that person or organization performed by you, or by those acting on your behalf.

B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:

   1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.

   2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of "your work" performed under a written contract with that person(s) or organization(s).

   3. The term "additional insured" is used separately and not collectively, but the inclusion of more than one "additional insured" shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Eleanor Manzano
City Clerk

415 Diamond Street, P.O. Box 270
Redondo Beach, California 90277-0270
www.redondo.org

tel 310 318-0656
fax 310 374-0220

November 29, 2016

Ms. Kara Kosel, Contracts Manager
3 MacArthur Place, Suite 1100
Santa Ana, California 92707

RE: Placeworks Agreement

Dear Ms. Kosel,

Enclosed is an original signed agreement. Please review, sign, and return the executed original agreement to my attention to 415 Diamond Street, Redondo Beach, CA 90277. Unfortunately a second original was not processed; it is not the regular practice of the City. However, feel free to make and keep a copy of the executed agreement for your files.

If you have any questions or need anything additional, please let me know. I may be reached at (310) 318-0656 ext. 1-2644 or at emily.colborn@redondo.org. Thank you.

Regards,

Emily Colborn, MMC
Chief Deputy City Clerk

Administrative Report

Council Action Date: October 4, 2016

To: **MAYOR AND CITY COUNCIL**

From: **AARON JONES, COMMUNITY DEVELOPMENT DIRECTOR**

Subject: **CONSULTANT SELECTION FOR GENERAL PLAN UPDATE TO LAND USE AND CONSERVATION, RECREATION AND PARKS, AND OPEN SPACE ELEMENTS INCLUDING ANALYSIS AND RECOMMENDATIONS REGARDING AMENDMENTS TO MIXED USE ZONING AND DEVELOPMENT STANDARDS**

RECOMMENDATION

1. Approve the Contract for Planning and Environmental Consulting Services with PLACEWORKS in an amount of $ 699,917 for updates to the "Land Use Element" and the "Conservation, Recreation and Parks, and Open Space Elements" of the City's General Plan and preparation of the required environmental documents (EIR) and authorize the Mayor to execute all necessary authorizations.

EXECUTIVE SUMMARY

The City's three-year Strategic Plan goal to "Ensure sustainability, livability, and health by completing the General Plan update and by implementing environmentally responsible programs" was approved by the City Council on March 29, 2016.

On May 17, 2016 the City Council approved the "Request for Proposal" (RFP) for consultant services to update the General Plan (attached). At the City Council's direction the Community Development Department circulated the RFP to nearly 50 qualified consultants across the State on May 20, 2016 and extended the deadline until July 1, 2016 after receiving several requests from additional time for proposal submittals.

The City received two (2) competitive proposals on July 1, 2016, from qualified consulting firms with local and pertinent experience, Environmental Science Associates (ESA) and Placeworks. Pursuant to the RFP a "Selection Committee" was formed and both consulting firms were interviewed on July 21, 2016. The "Selection Committee" consisted of City Staff (Assistant City Manager, Community Development Director, Waterfront and Economic Development Director, Public Works Director, Community Services Director, Fire Chief, and Planning Manager).

Both firms demonstrated a high level of expertise and applicable experience in their written proposals and their respective interviews. ESA and Placeworks are each qualified to perform the required tasks and both are familiar with Redondo Beach. ESA had considerable expertise on technical and environmental matters. Placeworks also

demonstrated the necessary technical and environmental qualifications and in addition conveyed the highest level of leadership and project management skills. Specifically, the key members of the Placeworks team are industry leading professionals in the areas of community outreach and consensus building which are priority elements for this project.

After measuring the totality of the proposals against the requirements for the project per the RFP and conducting face to face interviews with each firm, it is the recommendation of the "Selection Committee" and the Community Development Department to award the project to Placeworks, pursuant to the terms and conditions contained within the attached contract prepared by the City Attorney.

The "BACKGROUND" section of this report contains a brief "chronology" of the City's current General Plan and summarizes updates to the General Plan since its adoption in 1992.

The "ANALYSIS" section summarizes the general phases, tasks, deliverables, and schedules for the General Plan Update outlined in Placework's proposal.

This report concludes with a "FISCAL IMPACTS" section that identifies budget amounts and funding sources.

BACKGROUND

Chronology of the City's Current General Plan

In early 1988, the City of Redondo Beach, in an effort to account for and reflect the changes in it's physical, economic, social, and political character, formally initiated the process of updating and revising its 1964 comprehensive General Plan.

The City's current General Plan was adopted on May 26, 1992.

The City's goal in this 1988-1992 effort was to undertake and successfully carry out an inclusive planning process that would:

1. Define and analyze the conditions and issues currently facing the community;
2. Integrate these issues with goals, objectives, and concerns expressed by local citizens, business people, and public administrators; and
3. Generate a comprehensive new General Plan that could guide local development, policy, and resource management into the twenty-first century.

The scope of the update in the 1988 - 1992 plan update process included a complete revision of five of the seven required elements of the previous General Plan:

- Land Use;
- Circulation;
- Noise;
- Housing; and
- Safety.

- The two remaining required elements: Conservation; and Open Space, were only reviewed, updated, and sufficiently revised to ensure that they met the latest established state guidelines for internal consistency of General Plans.

Updates to the General Plan since 1992

A General Plan has an approximate "shelf life" of 20 years. With that understanding, the State Department of Planning and Research (OPR) recommends that a General Plan be "revisited" every 5 years. In addition, two (2) of the required seven (7) elements, Housing and Circulation, are required by statute to be updated on more regular intervals. The Housing Element must be updated every four, five or eight years. Redondo Beach is on a four year Housing Element cycle with the next update being required in 2018. The Circulation Element must be synchronized with regional housing elements on eight-year schedules.

To remain compliant with General Plan statutory requirements both the Housing and Circulation Elements have recently been updated. The Housing Element and Circulation Elements were comprehensively updated in November 2009, and the Housing Element was further updated in April 2014.

Although there has not been a comprehensive update to the entire General Plan since its adoption in 1992, the 2009 effort was robust and substantial and included the formation of a 33 Member Citizens' Growth Management and Traffic Committee (CGMTC) that met for regular meetings over 18 months through 2009. As part of the 2009 effort amendments to the City's mixed use zoning districts to reduce allowable height, to require public open space and to expand office uses were also included. Recommendations to reduce the allowable mixed use density from 35 units/acre to 30 units/acre and to transfer that density to areas well-served by transit were not implemented due to the estimated $180,000.00 cost of a public vote requirement.

ANALYSIS

The attached "AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND PLACEWORKS" presents a comprehensive and detailed scope for performing this project and the specific project schedule with target dates and expected durations of each Phase and Task required to complete this project. Also attached is project schedule that presents the General Plan Update actions to be taken over the next six months per the recently approved Strategic Plan, 09.14.16.

Herein is a summary outline of the phases and tasks for moving the project forward. For the specific project schedule see Exhibit "B" SCHEDULE FOR COMPLETION within the attached "AGREEMENT". Pursuant to the "SCHEDULE" with a project initiation date of September 20, 2016, public hearings before the Planning Commission and City Council are planned to begin in early 2019.

PHASE 1. PROJECT INITIATION

This task will set the stage for preparing the updated Land Use and Conservation, Recreation and Parks, and Open Space Elements. Here we will conduct a kick-off meeting, confirm the work program and schedule, establish project coordination procedures, and learn about key planning objectives and issues through an engaged conversation with City staff.

- **Task 1.1 Kick-off Meeting and Project Protocols**
- **Task 1.2 Project Format, Branding, Templates and Base Maps**
- **Task 1.3 Data Gathering and Review**

PHASE 2. COMMUNITY ENGAGEMENT PROGRAM

The broad objectives of outreach for a general plan visioning and update include: Educate the public on the City's history, socioeconomic and market trends, and fiscal health; Obtain input on the community's area of desired change; Generate consensus while addressing concerns and opponents; Build capacity for future public outreach and education; Engage key stakeholders to perpetuate strategic involvement; Engage those who are typically silent by allowing for a variety of in-person or online input opportunities; Raise the profile of the General Plan and establish a greater connection to current planning issues.

To ensure the City's outreach efforts are as effective as possible, the scope proposes to: Use existing City leaders as ambassadors of the General Plan to reinforce the public's confidence in the planning process; Leverage partnerships with local organizations and capitalize on well-established and -attended community events to increase value, maximize participation, and generate support for the General Plan Update process; Keep two-way communications open with the community and decision-makers even if no specific outreach events are active.

- **Task 2.1 Community Participation Plan**
- **Task 2.1 Stakeholder Interviews**
- **Task 2.2 General Plan Advisory Committee (GPAC)** (maximum of 10 meetings)
- **Task 2.3 Community-Wide Workshops** (maximum of 3 meetings)
- **Task 2.4 Study Sessions and Public Hearings** (up to 4, 2 each at Planning Commission and City Council)
- **Task 2.5 Project Collateral, Content for City Website and Media** (up to 5 Survey Monkey topics)

PHASE 3. REVIEW EXISTING CONDITIONS AND DATA

The PlaceWorks team will research, compile, and analyze all pertinent data and studies required to inform the development of updated Land Use and Conservation, Recreation and Parks, and Open Space Elements goals and policies and contribute to the Environmental Setting section of its Program EIR. Data will describe relevant

historical information, existing conditions, and trends and summarize their implications as opportunities, constraints, and issues that should be addressed through Plan policy.

- **Task 3.1 Land Use and Urban Form** (historical growth, existing land use and urban form, and neighborhood and district identity)
- **Task 3.2 Review of Existing General Plan Land Use and Zoning**
- **Task 3.3 Mobility and Traffic Analysis** (Fehr & Peers)
- **Task 3.4 Demographic and Economic Trends Analysis** (BAE will prepare a Demographic and Economic Trends Analysis report)

PHASE 4. PREPARE DRAFT LAND USE ELEMENT

PlaceWorks will prepare a draft updated Land Use Element incorporating revisions to the Land Use Diagram, goals and policies, and implementation programs in consideration of the analyses completed in the preceding work tasks and input from the public outreach and engagement process.

- **Task 4.1 Update and Refine the Land Use Diagram**
- **Task 4.2 Evaluate Existing Land Use Goals and Policies**
- **Task 4.3 Evaluate Traffic Impacts of Land Use Scenarios** (Fehr & Peers)
- **Task 4.4 Evaluate Fiscal Impacts of Land Use Scenarios** (BAE will conduct a fiscal impact analysis to determine the net fiscal impacts to the City's General Fund for up to two land use scenarios)
- **Task 4.5 Update Land Use Goals and Policies**
  - Climate Change
  - Healthy Communities
  - Economic Development
  - Social Equity, Environmental Justice, and Community Resilience

PHASE 5. PREPARE DRAFT CONSERVATION, RECREATION AND PARKS, AND OPEN SPACE ELEMENT

- **Task 5.1 Evaluate Parks Resources and Goals and Policies**
- **Task 5.2 Update Conservation, Recreation and Park and Open Space Element and Policies** (The element will address the following topics: Parks deficient areas; Opportunities for new parks or public spaces in an urban setting; Opportunities to acquire new land for park or public spaces; Features that contribute to the sustainability of the resource (water conservation) and the health of the community (climate change and physical well-being)

PHASE 6. PREPARE IMPLEMENTATION PROGRAM

- **Task 6.1 Prepare Updated Implementation Program** (For each implementation item we will: Describe the implementing action; Identify policies that the action implements; Identify the agency, department, or organization to carry out the action; Identify resources required for the action, as appropriate; Identify the time frame needed to complete the action; Establish a measure to indicate successful implementation)

PHASE 7. ELEMENT FORMAT AND PRODUCTION

In this phase, PlaceWorks will collaborate with the City in preparing Draft Revised Land Use and Conservation, Recreation and Parks, and Open Space Elements that will be published and posted on-line for public review and feedback in formal hearings to be conducted by the Planning Commission and City Council.

- **Task 7.1 General Plan Element Writing Guide**
- **Task 7.2 Element Format and Structure**
- **Task 7.3 Element Production**

PHASE 8. CEQA REVIEW PROCESS

- **Task 8.1 Initial Study/Notice of Preparation**
  - Task 8.1.1 Initial Study
  - Task 8.1.2 Notice of Preparation
- **Task 8.2 Public Scoping Meeting**
- **Task 8.3 Program Environmental Impact Report** (Aesthetics; Air Quality; Cultural Resources; Hazards and Hazardous Materials; Hydrology and Water Quality; Greenhouse Gas Emissions; Land Use and Planning; Noise; Population and Housing; Public Services; Parks and Recreation; Transportation; Utilities and Service Systems; Tribal Cultural Resources; Alternatives Analysis; AND CEQA-Required Assessment Conclusions)
- **Task 8.4 Screen Check Draft EIR**
- **Task 8.5 Draft EIR for Public Review**
- **Task 8.6 Final EIR**
- **Task 8.7 Mitigation Monitoring and Reporting Program**
- **Task 8.8 Findings of Fact and Statement of Overriding Considerations** (Statement of Overriding Considerations only if necessary)
- **Task 8.9 CEQA Project Management**
  - Task 8.9.1 CEQA Meetings & Hearings
  - Task 8.9.2 CEQA Project Management

PHASE 9. TECHNICAL STUDIES

- **Task 9.1 Biological Resources**
- **Task 9.2 Geology and Soils**
- **Task 9.3 Air Quality & Greenhouse Gas Emissions**
- **Task 9.4 Cultural Resources**
  - Task 9.4.1 Cultural Resources Report
  - Task 9.4.2 Paleontological Resources Report
- **Task 9.5 Noise and Vibration** (Existing Noise Conditions; Transportation Noise; Stationary Noise and Land Use Compatibility; AND Construction Noise and Vibration)
- **Task 9.6 Traffic Impact Analysis** (Fehr & Peers)
  - Task 9.6.1 Data Collection
  - Task 9.6.2 Existing Conditions Analysis

  - Task 9.6.3 Travel Demand Forecasting
  - Task 9.6.4 Transportation Impact Analysis
- **Task 9.7 Water, Wastewater, and Stormwater Utility Systems**

PHASE 10. PROJECT ADMINISTRATION

- **Task 10.1 Day-to-Day Project Coordination and Schedule**
- **Task 10.2 Project Team Meetings**

FISCAL IMPACT

The cost for the General Plan Update as proposed is $ 699,917. Funding for the "updates" includes $ 500,000 allocated by the City Council at mid-year, March 15, 2016, with the balance of $ 199,917 being funded from the General Plan Maintenance Fund. The General Plan Maintenance Fund is collected with building department permit fees for the purpose of supporting updates to the General Plan as required. The remaining funds within the General Plan Deposit Account after this expenditure will be $ 228,000.

General Plan Update Fiscal Impact	
Revenues	**Expenditures**
Fiscal Year 2015-16 Mid-Year Budget one-time appropriation of $500,000 (March 15, 2016)	General Plan Update: $ 699,917
General Plan Deposit Account (Account Number 800-42000-260045) $199,917	

Submitted by:
Aaron Jones
Community Development Director

Approved for forwarding by:
Joe Hoefgen
City Manager

Attachment(s):

- AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND PLACEWORKS
- Immediate Project Schedule Per 09.14.16 Strategic Plan (6 month Schedule)
- PlaceWorks Written Proposal
- General Plan Update Request For Proposal

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND PLACEWORKS, INC.

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Placeworks, Inc., a California corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."

2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".

3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.

2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to

the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder.

4. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.

5. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.

6. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.

7. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

8. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with

any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

9. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.

10. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

11. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any negligent act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the

deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

12. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

13. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.

14. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.

15. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

16. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant

shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

17. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.

18. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

19. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.

20. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

21. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

22. Time of Essence. Time is of the essence of this Agreement.

23. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

24. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

25. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

26. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

27. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

28. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

29. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

30. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

31. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.

32. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 4th day of October, 2016.

CITY OF REDONDO BEACH

Mayor

ATTEST:

for City Clerk

PLACEWORKS INC.

By:
Name: Keith McCann
Title: Principal

APPROVED:

Risk Manager

APPROVED AS TO FORM:

City Attorney's Office

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

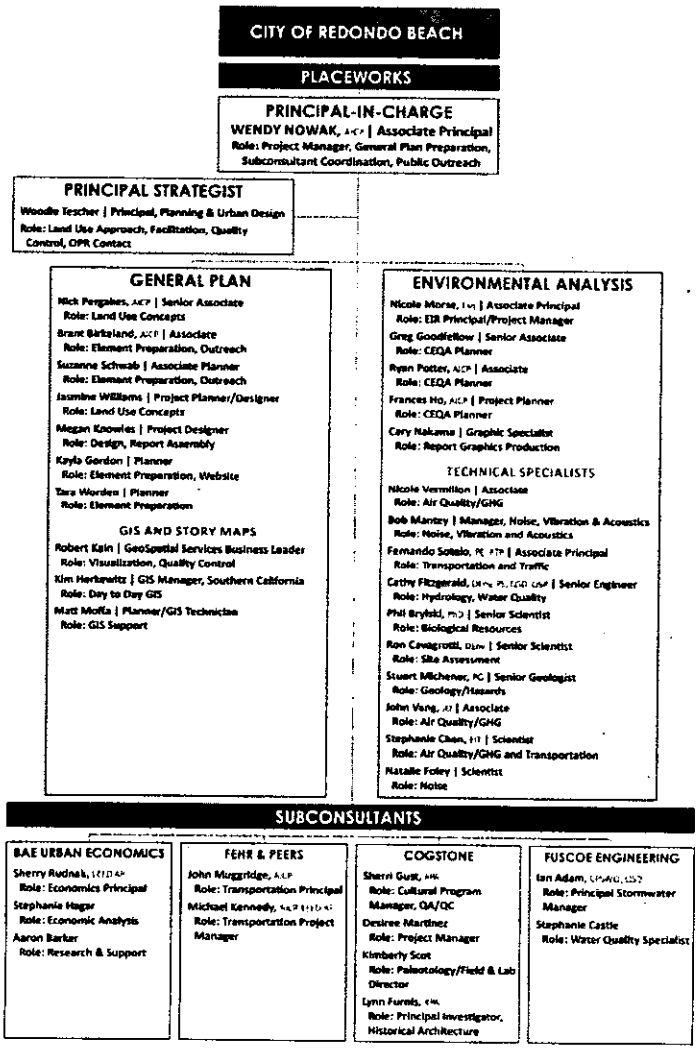
EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

Consultant has been retained to perform planning and environmental consulting services for an update to the "Land Use Element" and the "Conservation, Recreation and Parks, and Open Space Element" of the City's General Plan. Additionally the Consultant will identify all necessary updates to other existing General Plan Elements and the City's Zoning Ordinance for consistency purposes, and prepare the required environmental documents.

I. PROJECT ORGANIZATION, PERSONNEL, AND STAFFING

Consultant shall ensure that the organization of the Project will be in accordance with the following chart. In the event the organization of Project needs to be modified, Consultant shall obtain written approval from the City.



II. CONSULTANT'S DUTIES

Consultant's duties shall be as follows:

PHASE 1. PROJECT INITIATION

This task will set the stage for preparing the updated Land Use and Conservation, Recreation and Parks, Open Space Elements. The Consultant shall conduct a kick-off meeting, confirm the work program and schedule, establish project coordination procedures, and learn about key planning objectives and issues through an engaged conversation with the City. The Consultant shall collect relevant City-specific documents and create base maps to be used in documenting data and alternative and selected land uses.

Task 1.1 Kick-off Meeting and Project Protocols

Kick-off Meeting

The project kick-off meeting will provide the opportunity to bring together representatives of relevant City departments and Consultant's staff to introduce themselves and their project responsibilities; review the work scope and project management procedures, protocols, and schedule; and enable the Consultant's team to hear staff's observations of the key planning issues and objectives for the Land Use and Conservation, Recreation and Parks, Open Space Elements. Prior to the meeting, the Consultant shall provide the City with an agenda and list of participating Consultant team members.

At the kick-off meeting the Consultant shall coordinate with the City to:

- Discuss insights gained from the proposal review process.
- Identify recent or current studies, plans, and/or planning efforts that may contribute or support the work program.
- Finalize the Land Use and Conservation, Recreation and Parks, Open Space Elements and EIR scopes of work, budgets, and schedules.
- Identify City and Consultant contacts.
- Establish protocols for project management, access to City departments, submittal and review of work products, and coordination of the public outreach program.
- Establish a communication plan for City and Consultant, including regular in-person meetings and/or conference calls and other communication protocols.
- Confirm project tracking, reporting, and invoicing procedures.

Project Protocols

Following the kick-off meeting, Consultant shall prepare a project management plan providing a detailed schedule of tasks, deliverables, and responsibilities; a system to track, monitor, and report performance; protocols for submittal and review of work products; and formats for submittal of invoices to the City. Consultant shall be assigned to tasks regularly. Consultant shall provide monthly progress reports, and the project schedule shall be reviewed and updated periodically.



Consultant shall establish an approach and process to exchange or post project documents such as the work program, work task and community engagement schedule, tracking reports, resource materials, and draft work products.

Deliverables:

- Prepare for and attend Kick-off Meeting (Up to 3 members of Consultant's team)
- Project Protocols Memorandum

Task 1.2 Project Format, Branding, Templates and Base Maps

The General Plan can be organized in many ways, from traditional to the extremely creative, from pater to web-based, and from simple to the most complex form. The Consultant shall develop a workable, illustrative and graphic General Plan format that is appealing, readable and engaging. The Consultant's graphics team shall develop a format that not only meets the above_criteria, but also serves as a branding and marketing tool.

The Consultant shall develop a design template for digital files and hard copy reproduction of working memoranda and studies and GIS mapping products to ensure a consistent image and quality for the project developed in the planning process. This will address such items as logo, layout, fonts, order of headings, photographs and illustrations, and use of infographics. The Consultant shall provide example color schemes, layouts, develop a mock-up of the preferred design, and create final templates.

The Consultant shall prepare an accurate parcel-level base map for the recording of baseline data, alternative and preferred land use designations, and other geographically relevant information.

At a minimum, base maps shall depict City boundaries, streets and circulation systems, and parcels that can be used as an overlay on an aerial photograph. The transferable base map shall be developed in both electronic and physical formats. The electronic base map shall be developed as an Esri-compliant file geodatabase and based on the file schema agreed upon by the City. The focus of this task shall be to:

- Obtain relevant map information from the City.
- Assemble various GIS data sources into an integrated GIS platform to support the General Plan and EIR work program.
- Identify and resolve any outstanding data deficiencies and potential inaccuracies.
- Prepare an accurate parcel-level base map that includes, among other items, current City boundaries, streets and circulation system, and parcels over an aerial photograph. The transferable base map shall be developed in both electronic and physical formats. The electronic base map shall be developed as an Esri-compliant file geodatabase and based on the file schema agreed upon by the City.
- Deliver parcel base as an interactive web map (if compatible with City's website).

For all GIS-related analysis and map exhibit work products, the Consultant shall utilize ArcMap 10.3.1. During this phase, the Consultant shall work with the City to establish data transfer protocols, data format parameters, database schemas, and metadata formats.

GIS Public Comment Mapping Application

As a companion to community outreach efforts outlined in Phase 2, the Consultant shall create configurable web mapping applications that shall allow stakeholders to provide public comments to an interactive map. The Consultant shall utilize ArcGIS Online to develop this application. This application shall be accessed through a link on the project website via an internet browser on a personal computer or mobile device such as a smart phone or tablet.

Existing Land Use Inventory

The Consultant shall provide the City with a series of land use maps to identify vacant parcels and areas where the current land use designation may not accurately reflect existing conditions to verify the types of uses currently existing on the ground. This information can be provided to SCAG and other regional entities at project completion so it can accurately inform (sub) regional planning efforts. The Consultant shall budget up to 20 hours to make updates or revisions to the mapping based upon the City's direction.

Deliverables:

- General Plan Format (draft and final)
- Up to three logo options to choose from
- Mock-up of GIS and mapping templates (draft and final)
- GIS Base mapping, webmapping and interactive maps
- Existing Land Use Inventory (City to verify uses; the Consultant to revise maps)

Task 1.3 Data Gathering and Review

Consultant shall collect existing City planning documents and technical studies and relevant studies prepared by regional and state entities that will inform updating Plan goals, policies, and programs and assemble into a project information library. This includes relevant studies prepared by regional and state entities to the extent possible. The studies and data shall be reviewed by Consultant for its relevance in order to better understand the overall context for preparation of the General Plan Elements. The Consultant shall consult with City to review and access appropriate files from the City's GIS database. This task shall involve collecting and reviewing the following:

- Redondo Beach Planning and Zoning Code (Title 10 of the City's Municipal Code)
- Redondo Beach Subdivision Ordinance
- Local Coast Program Implementing Ordinance
- Historic Resources List and Program

- Redondo Beach California Environmental Quality Act Procedures
- Planning Commission and City Council Reports and Minutes pertaining to the "Focused and Strategic" General Plan update
- List and description of pending development projects
- Recent environmental documentation for pending projects
- Park master plans
- Capital Improvement Program
- City budgets
- Local bicycle and transit plans

Deliverables:

- List of document and data needs and compiled resources
- Review of materials to inform the recommendations for element updates

Phase 2. Community Engagement Program

Public outreach efforts conducted for general plan updates can range from minimal to extravagant. The key is to strike the right balance for Redondo Beach so that outreach is effective but not excessive. Consultant shall implement the broad objectives of outreach for a general plan visioning and update as follows:

- Educate the public on the City's history, socioeconomic and market trends, and fiscal health.
- Obtain input on the community's area of desired change.
- Generate consensus while engaging concerns and opponents.
- Build capacity for future public outreach and education.
- Engage key stakeholders to perpetuate strategic involvement.
- Engage those who are typically silent by allowing for a variety of in-person or online input opportunities.
- Raise the profile of the General Plan and establish a greater connection to current planning issues.

To ensure the City's outreach efforts are as effective as possible, Consultant shall:

- Use existing City leaders as ambassadors of the General Plan to reinforce the public's involvement in the planning process.
- Leverage partnerships with local organizations and capitalize on well-established and -attended community events to increase value, maximize participation, and increase involvement for the General Plan Update process.
- Keep two-way communications open with the community and decision-makers even if no specific outreach events are active.

Consultant shall modify the outreach program as necessary, after consulting with City.

Task 2.1 Community Participation Plan

Consultant shall draft of a Community Participation Plan that provides detailed guidance for conducting community outreach programs during the project, informed by clear

objectives and strategies for achieving successful results. The components of the Public Participation Plan shall serve as a vehicle for the project team to fine-tune ideas, concepts, and approaches proposed for each element while maintaining transparency and creating trust in the element update process.

The Community Participation Plan will include:

- Objectives for public involvement.
- Review of guiding principles for conducting the planning process.
- Assessment of potential project issues and stakeholders.
- Program descriptions (purpose, timing, and approach).
- Role, charge, and anticipated meetings for the General Plan Advisory Committee.
- Communication techniques, consistent with established city protocols for website postings, email blasts, tweets, etc.

The Consultant shall research past community engagement efforts to formulate the most effective Community Participation Plan.

Deliverables:

- Community Participation Plan (Memorandum)

Task 2.2 Stakeholder Interviews

The Consultant shall consult with City to develop a list of stakeholder representatives for interviews, coordinate scheduling, facilitate the interviews, and create an input summary document that identifies major themes, pinpoints issues, and identifies opportunities, and constraints that shall inform the General Plan update. The Consultant shall also interview outside agencies as necessary, after consulting with City. Examples of interviews/outside agencies include:

- Elected officials
- Department heads
- Governmental agencies
- Chamber of Commerce
- Select businesses
- Service organizations
- Boards and commissions

Interviews shall be led by Consultants' Project Manager and Principal Strategist. The meetings shall occur in one-hour blocks. The interviews shall be arranged and scheduled by the City and shall be hosted at City Hall or some other location identified and arranged by City. Conference calls to desired stakeholders may also be coordinated in place of in person meetings so long as the total number of interviews does not exceed up to 8 one-hour sessions.

Deliverables:

- Stakeholder interviews (in person or on the phone) with up to 8 individuals or organizations and summary notes about key findings

Task 2.3 General Plan Advisory Committee (GPAC)
The Consultant shall jointly facilitate the GPAC meetings with the City during the General Plan preparation. Consultant shall prepare for and attend up to 10 GPAC meetings as directed by City. Additional meeting attendance (other than that stated above) must be approved by the City.

Deliverables:

- Preparation for, and attendance at GPAC Meetings (maximum of 10 meetings)
- Preparation of meeting summaries

Task 2.4 Community-Wide Workshops
The Consultant shall conduct up to three (3) community-wide outreach workshops at various locations throughout the City over the course of the project to present the community with the existing context and process, obtain feedback on the draft land use plan and conservation parks and recreation and open space concepts. One (1) of the three (3) community-wide workshops shall be before the public hearing phase to "unveil" the Draft Proposed General Plan.

Draft Proposed Plan shall be developed in coordination with the GPAC and City based on the public feedback received and the Council-approved Strategic Plan, Mission, and Vision. The feedback received on the Draft Proposed Land Use Plan shall be packaged and forwarded to Planning Commission and Council for their review. The Proposed Land Use Plan shall also be available online, and online users will have the opportunity to comment on the plan digitally; those comments shall also be presented to Planning Commission and Council.

The Consultant shall gather information through the use of multiple visual and interactive tools to engage the community in a discussion about the future of the City. Activities shall be designed to engage adults and children and may also enlist the participation of other City departments to make this a larger civic event that could draw more attendees.

Deliverables:

- Preparation for, and facilitation of community workshops (3 meetings)
- Preparation of summary of big ideas and take-aways from each workshop

Task 2.5 Study Sessions and Public Hearings
Study Sessions
At the City's request, Consultant shall co-host study session(s) with the Planning Commission and City Council (joint session if desirable) to provide preliminary feedback regarding the concepts and approaches related to the land use plan.

The format and intent of the study session(s) will vary from the public hearings to adopt the General Plan. These session(s) are intended to keep decision makers informed, get

informal approval at key points, and provide an additional opportunity for community participation. Consultant(s) may participate in these study session(s) as determined by the City in lieu of Consultant(s) attending the same number of public hearings prescribed below.

Public Hearings
Consultant shall participate in up to two (2) public hearings for the public draft Revised Land Use and Conservation, Recreation and Parks, and Open Space Elements with both the Planning Commission and City Council (two adoption hearings held for both Planning Commission and City Council—total of four hearings) as determined by the City. This task includes preparation for the study session(s) or hearings (PowerPoint, presentation boards, etc.) and attendance by up to two staff members of Consultant as well as representatives from Sub-Consultants Fehr & Peers and BAE, as needed. Sub-Consultant Fehr & Peers will attend up to 3 public meetings (study session or public hearing) and will provide input on the preparation of presentation materials as it relates to land use changes and their effect on transportation.

Consultant shall work with City staff in developing content for their staff reports and preparing PowerPoint presentations. At the study session(s) and/or hearings, the Consultant shall be available for presentations and responding to comments received.

City will be responsible for any subsequent work related to revisions of the adopted Local Coastal Program (including text changes or coordination/hearings with the California Coastal Commission).

Deliverables:

- Preparation of staff reports and PowerPoint presentations
- Attendance at Study Sessions or Public Hearings (up to 4, 2 each at Planning Commission and City Council)

Task 2.6 Project Collateral, Content for City Website and Media
Consultant shall prepare collateral materials that can be used to support the General Plan Update, including but not limited to FAQ's or fact sheets, flyers, press releases, social media blurbs, etc.

The Consultant shall provide original artwork and digital files of each document, and the City will be responsible for their distribution, including their distribution to community organizations or local media outlets. Consultant shall format these for posting on the project's website. Consultant shall provide the City with digital copies of the final products and up to 100 color hardcopies of flyers or FAQ's.

Project Website and Online Engagement Tools
Consultant shall draft content (news updates, next steps; announcements, GPAC summaries, etc.) to populate the City's website page for the General Plan.

At the City's request, Consultant shall prepare up to five Survey Monkey topics to post on the City's website over the duration of the project, at key milestones where targeted input or feedback from the community is needed (in addition to the Community Workshops in Task 2.4). The outreach tools and approach shall be further refined and clarified in Task 2.1, and the types of engagement tools used shall be specified depending on the outcome of the City's Social Media Policy. If Survey Monkey is not an acceptable engagement option, Consultant shall explore alternatives with City that fit within the budget assumed for this task.

Deliverables:

- Screen check draft and final project factsheet (electronic file)
- Up to six press releases or project flyers and announcements, or combination thereof (up to 100 printed color copies of each flyer)
- Prepare text (announcements, informational, etc.) for City to post on project website
- Online engagement tools (up to 5 Survey Monkey topics)

Phase 3. Review Existing Conditions and Data

The Consultant shall research, compile, and analyze all pertinent data and studies required to inform the development of updated Land Use and Conservation, Recreation and Parks, Open Space goals and policies and contribute to the Environmental Setting section of its Program EIR. Data shall describe relevant historical information, existing conditions, and trends and summarize their implications as opportunities, constraints, and issues that should be addressed through General Plan policy. The following describes the scope of data and analyses anticipated for the Land Use Element and is subject to revision based on review by City and assessment of the adequacy of available resources.

Task 3.1 Land Use and Urban Form

Historical Growth

Consultant shall develop a series of maps depicting the historical development of Redondo Beach's neighborhoods and districts, to the extent information is available from the City's Historical Society, UCLA Photo Archive, and other sources. The time frame will be dependent on the available information. Consultant shall consult with City and review records to develop a profile of building permits and development of residential and nonresidential uses on an annual basis for the past 20 years or longer, as readily available. This profile shall describe the types of uses and quantify the amount of housing units and building square feet.

Existing Land Use and Urban Form

Consultant shall build database on existing maps available from the City. It is assumed that staff will initially review the existing maps to identify areas in which uses and/or development densities may differ and properties on which new entitlements are anticipated. For these areas, Consultant shall review aerial photographs and conduct a windshield survey to verify the types of existing uses.

As a component of this task, Consultant shall develop an overlay to the land use map differentiating areas according to their salient urban form characteristics. First, Consultant shall develop form typologies, describe contributing characteristics for each, and confirm these with City. Example typologies include:

- "Traditional" grid-block-based single family residential neighborhoods.
- "Suburban" single-family residential neighborhoods with curvilinear streets and cul-de-sacs.
- Multifamily residential clusters with buildings and units oriented on common open spaces and inward.
- "Urban" multifamily residential neighborhoods with buildings oriented to the street frontage.
- Automobile-oriented commercial corridors and districts with building on individual parcels and unrelated to adjoining parcels.
- Pedestrian-oriented commercial districts with buildings located along and oriented to street frontages.
- Large block Industrial and business parks.

Using these typologies, Consultant shall develop a preliminary urban form diagram bases on review of aerial photographs, GIS generated maps of building footprints, and a windshield survey of selected locations. This shall be reviewed with City and finalized in response to comments received.

Neighborhood and District Identity

Consultant shall meet with City to review existing land use and urban form maps and identify the City's known neighborhoods and districts. For each, consultant shall describe the salient characteristics contributing to their unique identity, such as location, history, use, urban form, and culture. Photographs of each area shall be correlated with maps depicting their locations.

Deliverables:

- Memorandum and series of maps and analyses that assess City's historic growth
- Series of maps and memorandum summarizing the types of urban form found and associated characteristics of each area
- Urban form diagram and summary of neighborhood characteristics that should be preserved, enhanced or changed (neighborhoods and districts)

Task 3.2 Review of Existing General Plan Land Use and Zoning

The existing Land Use Element presents an extensive list of goals and policies related to each category of use depicted on the Land Use Diagram. Consultant shall develop a simplified table summarizing pertinent provisions addressing permitted uses, development standards (densities/intensities), and design guidelines.

Existing Zoning Land Use Designations and Standards

Consultant shall review the existing zoning map and develop a simplified table summarizing pertinent provisions addressing permitted uses, development standards (densities/intensities), and design guidelines.

Analysis of Existing Use and General Plan/Zoning Designations
Consultant shall evaluate the consistency of existing land uses with both the General Plan Land Use Diagram and Zoning Map. First, Consultant shall identify and confirm with City which criteria to use for this analysis, which may include metrics such as use type, density/intensity, and/or standards or guidelines specified by policy. The plan and zoning maps shall be overlaid onto the existing-uses map and differences identified and their locations mapped. Consultant shall prepare a spreadsheet describing the factors contributing to their differences for each area. For locations in which existing development densities/intensities are less than their theoretical capacity, as determined by applying the permitted density/intensity to the land area, Consultant shall calculate the remaining undeveloped capacity for housing units and nonresidential building square feet.

Land Use Constraints and Issues - Infrastructure
Consultant shall meet with Redondo Beach Public Works staff to assess the availability and adequacy of existing and planned infrastructure to support future development. Analyses shall include wastewater collection and treatment, water supply and distribution, storm drainage infrastructure, and solid and hazardous waste disposal based on review of existing studies and reports. In addition, Consultant shall consult with external service agencies, including Southern California Gas, Southern California Edison, and telecommunications providers.

Sub-Consultant (Fuscoe) shall also evaluate the general capacity of the City's infrastructure (storm drain, water and sewer) related to projected land use changes, growth and additional demands on the infrastructure systems. Sub-Consultant (Fuscoe) shall identify opportunities and constraints related to future land use changes and recreational and open space areas for infrastructure improvements and water quality/water conservation opportunities. Prepare an assessment of potential impacts on new development and suggested infrastructure remedies. Sub-Consultant (Fuscoe) shall summarize findings for the general plan with narratives and graphics, including:

- Drainage & Flood Control
- MS4/NPDES Compliance and Regional Water Quality Improvement Opportunities
- Sanitary Sewer
- Domestic Water Services

Deliverables:

- Interim Existing Conditions and Trends Report: one digital file
- Existing conditions database: digital text and graphic files and GIS data layers
- Evaluation of Existing Goals and Policies Matrix (Administrative and Final Draft)
- Evaluation of Existing Zoning Standards (as it relates to the GP)

Task 3.3 Mobility and Traffic Analysis

Sub-Consultant Fehr & Peers shall review available data and previously completed analyses to identify an inventory of available transportation networks and qualitatively summarize their operations, opportunities, and constraints. This information shall be summarized in text and up to three transportation-network GIS maps suitable for inclusion in the interim report as well as the existing conditions section of the transportation impact study. Consultant shall modify/update existing City GIS shapefiles to map:

- Roadway Network (including intersection or segment level of service as available from existing studies).
- Existing and Planned Bicycle Network.
- Existing Transit Network (and existing transit ridership for Metro served transit routes, as well as other operators if daily station ridership data are available).

Base maps upon which the deliverables noted above will be overlaid will be provided by the City and Consultant.

Deliverables:

- Sub-Consultant (Fehr & Peers) and Consultant shall provide inventory of transportation networks memorandum and maps (up to 3)

Task 3.4 Demographic and Economic Trends Analysis

Sub-Consultant (BAE) shall prepare a Demographic and Economic Trends Analysis report that evaluates existing demographic conditions (e.g., population, households, age, educational attainment, income) and trends to help City understand how its composition has been changing; and compare those rates of change to larger benchmark areas. The analysis shall do the same for economic conditions and trends (e.g., employment by industry, real estate markets), showing how changes to the regional economy impacts the City's economy. These shall inform the Land Use Element as to the types of uses currently in demand. Uses to be evaluated shall include for-sale and rental multifamily residential, office, retail, and industrial.

The analysis shall address household and employment trends using data from Nielsen-Claritas, US Census, and the California Employment Development Department. Current real estate market trends for the identified uses, including sale prices and rental rates, absorption rates, occupancy rates, and identification of comparable properties will be obtained from CoStar and other available sources. BAE shall show any existing oversupply or pent-up demand for analyzed land uses. Future demand conditions will be based on SCAG population, household, and employment projections as well as City building permit trends and will be compared to planned and proposed development from the City that could accommodate demand. BAE shall then project net demand for each land use. This will help inform the land use alternatives to make sure that alternatives are market supportable and respond to the Community's needs and desires. BAE shall prepare a report of findings that includes existing conditions data, projections, methodology, and net demand findings.

Deliverables:

- Demographic Trends and Analysis Report (Administrative and Final Draft)

Phase 4. Prepare Draft Land use Element
Consultant shall prepare a draft updated Land Use Element incorporating revisions to the Land Use Diagram, goals and policies, and implementation programs in consideration of the analyses completed in the preceding work tasks and input from the public outreach and engagement process. In developing the Diagram, one or more alternatives may be identified for areas of change, evaluated for their comparative impacts, and a preferred use selected. Consultant and City shall select the preferred land use plan. Goals and policies shall be revised to reflect the selected plan diagram and address issues regarding continuing utility and relevance.

Task 4.1 Update and Refine the Land Use Diagram
In this task, Consultant shall prepare an updated land use plan for incorporation into the General Plan. Consultant shall:

- Identify existing land uses to be conserved for their existing uses and densities and properties appropriate for targeting new development (through our analyses, input from staff, input from the public).
- Review land use designations and, where consistent with the existing uses, retain those designations and, where inconsistent (e.g., differing use or density), revise the land use category.
- For properties targeted to accommodate growth (new uses, densities, etc.), Consultant shall identify one or more alternatives defining use, density, and urban form characteristics—through City Staff, GPAC, and other input, as well as Consultants' technical analyses including market evaluations and constraints analyses, with a focus on mixed-use corridors and activity nodes. In this task, Consultant shall provide visual illustrations (photographs or illustrations).
- Test these for their comparative impacts (only traffic and fiscal)
- Review findings with City Staff and GPAC and select preferred land uses, densities, and urban form characteristics.
- For these properties, review the current GP designations for consistency with the outcomes of the preceding task (preferred uses and densities) and modify/revise the designation if appropriate for consistency.
- Prepare updated land use plan diagram, including a table defining permitted uses, densities/intensities, and design/development characteristics (see discussion in Approach).

Deliverables:

- Revised Land Use Diagram, Buildout Summary, and Design Characteristics

Task 4.2 Evaluate Existing Land Use Goals and Policies
Consultant shall evaluate and update of the Land Use Element's goals and policies, modifying these as necessary to ensure consistency with the Land Use Diagram. Consultant shall consult with City to confirm pertinent criteria and distribute a simplified

survey to staff involved in the Plan's implementation. Possible questions to be considered in evaluating the policies are:

- Are the policies clearly worded, understandable, and easy to implement?
- Have they proven to be effective in addressing community visions and issues?
- Are they feasible and do they have resident and political support?
- Do they address contemporary topics of importance to the community such as health and well-being?
- Do they adequately address legislative requirements?

Based on the comments received, Consultant shall prepare a checklist annotating the scope and issues to be addressed in revising the goals and policies in Task 4.5.

Deliverables:

- Revised Land Use Diagram

Task 4.3 Evaluate Traffic Impacts of Land Use Scenarios

Sub-Consultant Fehr & Peers shall evaluate traffic impacts of the revised Land Use Plan Diagram, as described in Task 8. As plan alternatives are developed, Consultant and Sub-Consultant shall estimate their potential buildout and calculate and compare the percentage increase in vehicle trips above existing traffic conditions. Any significant changes in local level of service shall be identified as input for plan refinement and selection of a preferred land use alternative.

Deliverables:

- Evaluation of traffic impacts from land use diagram (see Task 8)

Task 4.4 Evaluate Fiscal Impacts of Land Use Scenarios

For this task, Sub-Consultant BAE shall conduct a fiscal impact analysis to determine the net fiscal impacts to the City's General Fund for up to two land use scenarios. A fiscal impact model shall be prepared to measure the recurring annual impacts of each scenario at project build out. Sub-Consultant BAE shall prepare the fiscal model using the City's most recent budget.

Revenues will be based on a hybrid average revenue/marginal revenue approach. Sub-Consultant BAE shall project revenues using a marginal approach (e.g., property taxes, property tax in lieu of VLF, sales taxes) based on development characteristics. Sub-Consultant BAE shall project revenues using an average revenue approach based on the anticipated increase in service population (i.e., new residents plus half of new employment). Sub-Consultant BAE shall use an average cost approach to project new costs and will supplement the analysis with calls to department heads to determine whether a marginal cost approach is needed (e.g., police, fire). Sub-Consultant BAE shall compare projected revenues to costs in order to determine whether revenues from new development are sufficient to cover the costs of providing municipal services.

Deliverable:

- Fiscal Impact Analysis Report (up to two land use alternatives)

Task 4.5 Update Land Use Goals and Policies

Consultant shall review and revise existing Land Use goals and policies for consistency with the revised land use diagram. To improve the Element's clarity, Consultant shall reorganize its content into four subsections:

- Land Use Diagram
- Goals and policies applicable to all uses and locations
- Goals and policies applicable to specific land use designations
- Goals and policies applicable to specific subareas/nodes, corridors, and districts

In the first subsection, the Consultant shall consolidate policies addressing permitted uses and densities/intensities into a table correlated with the Land Use Diagram, reducing the existing repetitive use of policies for use categories and subareas. The Consultant shall also review the existing Element's discrete subareas and redefine as confirmed by City Staff based on land use strategies developed during preparation of the updated Diagram in response to public input.

Consultant shall also revise goals and policies to address issues regarding understandability, usefulness, and feasibility identified in Task 4.2. Revisions shall be documented in a report using strikeouts and underlines to enable City Staff to understand the recommended changes. This shall be submitted for City Staff review and comment to ensure that the revisions adequately address their identified issues.

Finally, the Consultant shall prepare new goals and policies addressing land use strategies contributing to each of the key focus topics identified in the City's RFP and identified herein. The Consultant shall draw from the significant amount of research and recommendations for relevant policies developed for communities throughout the State, from regional and state agencies and non-governmental organizations, as well as Consultant's extensive experience in writing general plan elements. The following provides examples of general categories of land use strategies that shall be considered for each of the following topic areas that shall be included within the updated Land Use Element.

Climate Change. Distribution, mix, and density of land uses reducing vehicle trips and achieving an improved jobs/housing balance; adaptive reuse of existing buildings; energy and water efficient buildings and landscapes; incorporation of facilities and services supporting non-automotive vehicles such as bicycles; and siting/design of development to avoid impacts from sea level rise; and other.

Healthy Communities. Distribution, mix, and density of land uses and complete/living streets promoting active transportation/walking and bicycling; land use patterns reducing vehicle trips and associated air pollution; housing location and design minimizing exposure to air pollution and excessive noise; parks and other facilities promoting active recreation; access to healthy food sources including community gardens, stores, and restaurants; social and cultural facilities and community events

engaging community participation; development design contributing to public safety; access to health and safety facilities; and other.

Economic Development. Land use designations and capacities adequate to support existing and new businesses; land uses capitalizing on key market opportunities including tourism; design and layout of commercial districts enhancing their value and attraction of customers; adequate housing accommodating employees of local businesses; linking land use patterns with a mobility network and modes facilitating city and external access; parks, cultural facilities, and other amenities attracting new investments and businesses in a competitive environment; built environment that facilitates incubation of new businesses and innovation; and other.

Social Equity, Environmental Justice, and Community Resilience. Equitable distribution of parks, and community-serving facilities and services; affordable housing; land use designations and capacities providing jobs to all residents; safety through environmental design; integration of transit facilities with development and access to residential neighborhoods; and other.

Goals and policies addressing one of the topics above may also contribute to another (e.g., land use policies enhancing pedestrian activity contribute to objectives for climate change, healthy communities, economic development, and social equity). A summary matrix shall be prepared by the Consultant indicating the application of updated policies to each topic category.

Consultant shall prepare and submit an administrative draft of recommended updated goals and policies for City Staff review and comment. These shall be revised by the Consultant in response to comments received, reviewed with the General Plan Advisory Committee, and documented for inclusion in a Draft Revised Land Use Element for public review and comment in Phase 5.

Deliverables:

- Administrative draft updated Land Use goals and policies
- Revised draft updated Land Use goals and policies

Phase 5. Prepare Draft Conservation, Recreation and Parks, and Open Space Element

Task 5.1 Evaluate Parks Resources and Goals and Policies

Consultant shall prepare an assessment of the Conservation, Recreation and Parks and Open Space Element that addresses the preservation, conservation, and managed production of natural resources, open space for outdoor recreation, and open space for public health and safety. General guidance and standards from any available parks and recreation or community services plans shall also be integrated into the policy direction that is developed within this element.

Deliverables:

- Memorandum and mapping assessing Opportunities and Constraints

- Evaluation of Existing Conservation, Recreation and Parks and Open Space Element Goals and Policies Matrix (Administrative and Final Draft)

Task 5.2 Update Conservation, Recreation and Park and Open Space Element and Policies

Consultant shall review and revise existing Conservation, Recreation and Park and Open Space goals and policies for consistency with the revised land use diagram and to reflect updates shaped by feedback received from the GPAC and the public. The element shall address the following topics:

- Parks deficient areas
- Opportunities for new parks or public spaces in an urban setting
- Opportunities to acquire new land for park or public spaces
- Features that contribute to the sustainability of the resource (water conservation) and the health of the community (climate change and physical well-being)

Consultant shall prepare and submit an administrative draft of recommended updated goals and policies for City Staff review and comment. These shall be revised in response to comments received, reviewed with the General Plan Advisory Committee, and documented for inclusion in a Draft Conservation, Recreation and Park and Open Space Element for public review and comment in Phase 5.

Deliverables:

- Administrative draft updated C/RP/OS goals and policies
- Revised draft updated C/RP/OS goals and policies

Phase 6. Prepare Implementation Program

Task 6.1 Prepare Updated Implementation Program

As goals and policies are being drafted, Consultant shall explore appropriate actions for the effective implementation of Land Use and C/RP/OS goals and policies. If none can be identified, Consultant shall consider deleting the policy from further consideration. Consultant shall collaborate with City Staff, external agencies, and any outside organizations that may have a role in the Elements' implementation. For each implementation item Consultant shall:

- Describe the implementing action.
- Identify policies that the action implements.
- Identify the agency, department, or organization to carry out the action.
- Identify resources required for the action, as appropriate.
- Identify the time frame needed to complete the action.
- Establish a measure to indicate successful implementation.

Consultant shall develop a list of potential external funding sources, including grants from OPR, the Strategic Growth Council, Metro, the Southern California Association of Governments, and comparable agencies.

Consultant shall also review all other Redondo Beach General Plan Elements and zoning and other municipal ordinances for consistency with the updated Land Use and C/RP/OS Elements, identify required changes, and develop an action program for their revisions. Consultant shall also review the Local Coastal Program, and identify modifications required for consistency.

Consultant shall work with City Staff to prioritize programs into short-, mid-, and long-term time frames. Criteria should include need, value, likely effectiveness, and availability of resources. Consultant shall work with City Staff in developing an annual evaluation program, which can coincide with the City's annual general plan progress report (required by State legislation).

Consultant shall document and format the implementation programs in a separate Implementation Manual that is organized and formatted digitally to incorporate new tools and delete those no longer relevant or proven to be ineffective over time, without necessitating formal General Plan amendments and CEQA review. Consultant shall prepare and submit an administrative draft of recommended updated implementation programs for City review and comment. Consultant shall revise their proposed updated implementation programs in response to comments received and documented for inclusion in a Draft Revised Land Use Element for public review and comment in Phase 5.

Deliverables:

- Updated Land Use and C/RP/OS Implementation Programs (Administrative, Hearing and Final Drafts)
- General Plan, LCP and Zoning Review and Amendment Recommendations (Administrative and Final Draft)

Phase 7. Element Format and Production

Consultant shall collaborate with City Staff in preparing Draft Revised Land Use and C/RP/OS Elements that shall be published and posted on-line for public review and feedback in formal hearings to be conducted by the Planning Commission and City Council.

Task 7.1 General Plan Element Writing Guide

Before drafting goals and policies, the Consultant shall develop a Writing Guide that shall provide authors and future editors clear direction in how to write the Elements' narrative, goals, policies, and implementation programs. The Consultant's Writing Guide shall differentiate the intent of policies as action-oriented statements and commitments as mandates or permissive implementation. Consultant, through an iterative process with City Staff, shall compile a simplified hierarchy of language that can denote different levels of implementation commitment. This shall ensure that City staff and elected officials have a common understanding and sufficient guidance to effectively implement the Elements.

Deliverables:

- Land Use and C/RP/OS Element writing guide memorandum

Task 7.2 Element Format and Structure
Consultant shall collaborate with City Staff in developing a format and layout for the updated Land Use and C/RP/OS Elements. Consultant shall create documents that not only fulfill State statutory requirements but create real interest and enthusiasm in Redondo Beach's community of residents, businesspersons, organizations, and elected and appointed officials. Documents shall be graphically rich, appealing, and engaging. They shall be produced as digital files enabling printed reproduction, posting on the City's website, and continuing use by City Staff.

Deliverable:

- Land Use and C/RP/OS Element template and style guide

Task 7.3 Element Production
Consultant shall prepare the revised Elements, incorporating the plan maps, graphics, goals, policies, and implementation programs developed in the preceding work tasks. The revised Elements shall be formatted consistent with the templates for printed and on-line versions developed in Task 7.2.

Consultant shall also consider and reflect any substantive changes suggested by the pending Revised General Plan Guidelines published by the Governor's Office of Planning and Research (OPR). Woodie Tescher, PlaceWorks Principal (Consultant Staff), has been and continues to be actively engaged in the review and comment on OPR's draft revisions and shall advise City Staff and the Consultant's team regarding their implications for Element content and format.

Consultant shall prepare a screen check draft of the revised Elements for internal review and comment by City Staff. Consultant shall prepare a second draft incorporating revisions in response to City Staff's comments and submitted for review and confirmation that their comments have been adequately addressed. After City Staff approval, a public hearing draft shall be prepared for public review and Planning Commission and City Council public hearings and adoption. Consultant shall prepare final Revised Elements after adoption incorporating any changes approved by the City Council.

Deliverables:

- Screen check draft Revised Land Use and Conservation, Recreation and Parks, and Open Space Elements: 10 hard copies formatted in Microsoft Word 2013 and 1 in electronic format
- Revised draft incorporating revisions prepared in response to City Staff comments: 10 hard copies formatted in Microsoft Word 2013 and 1 in electronic format
- Hearing draft Revised Land Use and Conservation, Recreation and Parks, and Open Space Elements: 50 hard copies formatted in Microsoft Word 2013, 2 in electronic format, and 1 copy convertible to a "PDF" file

- Draft Revised GIS Land Use Designation Map in ArcVIew GIS shape file format
- Adopted Revised Land Use and Conservation, Recreation and Parks, and Open Space Elements: 10 hard copies formatted in Microsoft Word 2013, 1 in electronic format (compatible with on-line format), and 1 copy convertible to a "PDF" file
- Adopted Revised GIS Land Use Designation Map in ArcVIew GIS shape file format (shall be compatible with on-line format)

Phase 8. CEQA Review Process
Consultant shall conduct a two-phase environmental review process that includes preparing an Initial Study to "scope out" impacts found to be less than significant, then preparing a program-level Environmental Impact Report that is limited to analyses of potentially significant environmental topics. Consultant shall work alongside the City Staff and Consultant's Team and Sub-Consultants to incorporate General Plan policies that mitigate environmental impacts.

Task 8.1 Initial Study/Notice of Preparation
Consultant shall prepare an Initial Study (IS) and Notice of Preparation (NOP) of an EIR, pursuant to CEQA Section 15082.

Task 8.1.1 Initial Study
Consultant shall prepare an IS that documents existing conditions and the resulting level of significance for each of the topical areas required under CEQA. CEQA permits the exclusion of environmental issues in the EIR on which it can be ascertained with certainty that the project would have no significant negative impact.

Consultant shall include substantial evidence for all such conclusions, incorporating regulatory standards pertinent to the project, standard conditions of approval by the City of Redondo Beach and/or Los Angeles County, and General Plan policies or implementation measures as necessary.

Consultant shall include detailed environmental evaluations for biological resources and geological resources (See Phase 7, Technical Studies).

Task 8.1.2 Notice of Preparation
Consultant shall draft an NOP pursuant to CEQA Section 15082. The NOP shall include the meeting time of the environmental scoping meeting, a project description, and a list of the topics to be analyzed in the EIR. Consultant shall be responsible for circulation to the State Clearinghouse.

Deliverables:
- 1 electronic copy of the Administrative Draft IS/NOP in Word and PDF format to the City

- 15 hard copies of the IS/NOP and 1 electronic copy of the IS/NOP in Word and PDF format and compact discs (CDs) with the complete IS and technical appendices attached to the State Clearinghouse

Task 8.2 Public Scoping Meeting
During the 30-day comment period for the IS and NOP, Consultant shall attend a public scoping meeting(s) to hear comments on the environmental issues to be addressed in the EIR. Consultant shall prepare the public notices for the meeting(s) and City Staff will arrange the meeting location and date and will issue the public notices for the meeting(s). Consultant shall facilitate the meeting and prepare supporting material as needed, including a brief presentation, comment cards, and other materials as directed by City Staff. Consultant shall prepare a written summary of the environmental issues raised at the scoping meeting for inclusion in the Draft EIR.

Deliverables:

- PowerPoint presentation for Scoping Meeting
- Public notice for Scoping Meeting, electronic copies in Word and PDF format
- Presentation materials, comment cards, and other materials as directed by City Staff

Task 8.3 Program Environmental Impact Report
Using the results of the IS to limit analysis to the most relevant areas, the Consultant shall prepare a focused, Program EIR that has broad applicability as a CEQA review tool in the City of Redondo Beach. Per Section 15168 of the CEQA Guidelines, a Program EIR is a broad assessment of a series of related actions as if they were a single project. This type of EIR allows the City of Redondo Beach to consider broad policy alternatives and program wide mitigation measures early in the General Plan update process.

Environmental Analysis
Consultant shall prepare a Program EIR that documents existing conditions, potential project impacts, and mitigation measures, as well as the resulting level of significance for potential impacts under relevant CEQA categories. As permitted by CEQA, the EIR will focus on CEQA resource categories where substantial evidence of a potentially significant environmental impact exists, as determined by the Initial Study. Similarly, environmental issues on which it was shown that the project would have no significant impact on the basis of existing documentation and regulation will not be analyzed. The existing conditions and regulatory framework information from Phase 3 shall form the basis for the environmental setting for the topic areas that were addressed in that task.

The EIR shall include detailed analyses to determine the environmental impacts for the following resource categories:

- **Aesthetics.** The aesthetics analysis shall review the Draft General Plan land use map and policies and programs that may impact scenic vistas and other resources,

such as views of the coast. This section shall describe existing visual resources in Redondo Beach, including descriptions of scenic views and corridors within and adjacent to the City, as defined in the General Plan Update, the State Scenic Highways Program, and other documents. Based on the aesthetic resource significance criteria, Consultant shall assess potential significant aesthetic impacts, including impacts on scenic views and corridors, the visual character of Redondo Beach, and light and glare.

- **Air Quality.** Air quality impacts of the project shall be evaluated in the EIR (See Phase 9, Technical Studies).

- **Cultural Resources.** Sub-Consultant (Cogstone) shall prepare a cultural and paleontological resources assessment (See Phase 9, Technical Studies). The result of the technical evaluation shall be incorporated into the EIR.

- **Hazards and Hazardous Materials.** The EIR shall describe existing conditions and the regulatory framework relating to hazards and hazardous materials in Redondo Beach. The evaluation shall consider environmental hazards associated with hazardous materials, hazardous waste disposal, airport safety, emergency preparedness, and wildland fire. Consultant shall obtain and review maps and other public information that are readily available regarding the geologic setting and hydrogeological conditions, such as groundwater depth and regional flow direction, as well as properties where chemical releases have been documented. This research shall include a database search of properties in the plan area that use, store, or transport hazardous waste or materials. The EIR additionally shall present a significance threshold analysis of identified hazards. Redevelopment of certain properties within the plan area may require removal and/or remediation of hazardous materials. The environmental analysis, therefore, shall also describe the requirements for redevelopment on these parcels in the event that hazards or hazardous materials are uncovered.

- **Hydrology and Water Quality.** The hydrology and water quality section of the EIR shall identify the regulatory framework, City-specific hydrological setting, stormwater drainage characteristics, water quality data (both surface and groundwater), local receiving water bodies, pollutants of concern based on changes in land use, and flooding hazards. Pertinent local plans, laws, and regulations pertaining to hydrology and water quality shall be identified, including the City of Redondo Beach's Municipal Code Section 5-7.113, "Standard Urban Stormwater Mitigation Plan (SUSMP) and Low Impact Development (LID) requirements for new development and redevelopment projects"; and the Los Angeles County Public Works Department's stormwater pollution prevention program developed to meet requirements of a National Pollutant Discharge Elimination System (NPDES) Permit from the California Regional Water Control Board.

Future development within the plan area shall be assessed in terms of the following:
- Potential increases in runoff volume with increases in impervious surfaces.
- Potential degradation of water quality associated with urban pollutants.
- Alterations in drainage patterns resulting in erosion, siltation, or flooding.

Consultant shall identify mitigation measures that would reduce or eliminate any of the potential impacts. Consultant shall identify best management practices (BMPs) and low impact development (LID) to be considered for future development. This section shall be prepared under the direction of a Registered Engineer in the State of California.

- **Greenhouse Gas Emissions.** GHG impacts of the project shall be evaluated in the EIR (See Phase 7, Technical Studies).

- **Land Use and Planning.** Consultant shall evaluate impacts related to physical divisions of existing communities, as well as conflicts with applicable land use plans, policies, and regulations that are intended to avoid or mitigate an environmental effect, such as those established in the Los Angeles County General Plan 2035.

- **Noise.** Noise impacts of the project shall be evaluated in the EIR (See Phase 7, Technical Studies).

- **Population and Housing.** Consultant shall evaluate the potential for displacement of people or housing and for substantial population growth that could result from buildout and implementation of the updated Redondo Beach General Plan elements. The environmental setting shall incorporate the population and demographics information from Phase 3 and shall include a description of the City's current Regional Housing Needs Assessment (RHNA) and certified 2014 Housing Element. Consultant shall also analyze potential demographic and housing changes for consistency with the community-articulated goals, policies, and programs of the existing General Plan and zoning code. Based on the population and housing significance criteria in Appendix G of the CEQA guidelines, Consultant shall analyze potential population and housing impacts.

- **Public Services.** Consultant shall evaluate potential impacts of General Plan Update buildout on public services in Redondo Beach, including fire and emergency medical services, police services, and schools. Consultant shall quantify the current and projected capacities of each public service provider in the City in order to establish baselines for impact. Using the CEQA public services significance criteria, Consultant shall assess the potential impacts of future, project-related growth on the capacity and functionality of those service providers. Consultant shall contact the following service providers directly to obtain the most recent statistics for current and future capacity:
  - Redondo Beach Fire Department
  - City of Redondo Beach Police Department
  - Redondo Beach Unified School District
  - Redondo Beach Public Library

- **Parks and Recreation.** Consultant shall describe existing parks and recreation resources in Redondo Beach and evaluate the potential impacts of implementation of the draft General Plan on those resources. Consultant shall draw on relevant standards and objectives established in City policy documents. The City has stressed that the

acquisition of open space is one of the guiding principles of this project, and the ultimate impact of associated policies on existing parks resources shall be carefully considered.

- **Transportation.** Sub-Consultant (Fehr & Peers) shall evaluate transportation impacts. The result of the technical evaluation shall be incorporated into the EIR (See Phase 7, Technical Studies).

- **Utilities and Service Systems.** Sub-Consultant (Fuscoe Engineering) shall prepare an assessment of the utilities infrastructure in the City. The result of the technical evaluation shall be incorporated into the EIR (See Phase 7, Technical Studies).

- **Tribal Cultural Resources.** Sub-Consultant (Cogstone) shall evaluate potential tribal cultural resources impacts. The result of the technical evaluation shall be incorporated into the EIR (See Phase 7, Technical Studies).

- **Alternatives Analysis.** Consultant shall evaluate up to three alternatives to the proposed project, one of which shall be the CEQA-required No Project Alternative, which for the Land Use Element is the current Land Use Plan. The alternatives shall be based in part on the various land use scenarios the City considers in Phase 4 and on their ability to reduce the environmental impacts of the project. CEQA Guidelines allow EIR alternatives to be evaluated in less detail than the project, but they must be defined with sufficient quantifiable metrics to facilitate comparison. Accordingly, Consultant and Sub-Consultant (Fehr & Peers) shall utilize one or more appropriate metric (e.g., VMT, square miles designated open space) to compare and differentiate the potential effects of the land use alternative. Based on this analysis, an Environmentally Superior Alternative shall be identified (as required by CEQA).

- **CEQA-Required Assessment Conclusions.** Consultant shall prepare the appropriate conclusions to fulfill CEQA requirements by providing an assessment of unavoidable significant environmental impacts; significant irreversible environmental changes; relationship between local short-term uses of the environment and long-term productivity; and effects found not to be significant.

Task 8.4 Screen Check Draft EIR
Consultant shall compile the information into a Screen Check Draft EIR (SCDEIR) and submit to City Staff for review and comment.

Deliverables:

- Screen Check Draft EIR (1electronic version in Word and PDF formats)

Task 8.5 Draft EIR for Public Review
Consultant shall incorporate one consolidated set of comments on the SCDEIR from City Staff to create the Public Review Draft EIR for publication, distribution, and public review. Consultant allocated 40 hours for addressing comments from the City Staff on

the Screen Check Draft EIR, preparing the Public Review Draft EIR, and publication of the document.
Consultant shall be responsible for delivery of the Draft EIR, Notice of Availability (NOA), and Notice of Completion (NOC) to the State Clearinghouse. City Staff will publish and locally distribute the NOA.

Deliverables:

- Second Screen Check EIR; Print ready copy (1 electronic version in Word and PDF formats)
- Draft EIR (20 hardcopies and 50 CDs)
- 1 hard copy of the NOC, 15 hard copies of the NOA and Executive Summary, 15 CDs with the complete EIR and technical appendices attached to the State Clearinghouse

Task 8.6 Final EIR
Immediately following the completion of the 45-day public review period, Consultant shall discuss with City Staff any comments received during the public review period and the approach to responding to the comments. Consultant shall incorporate public and/or agency comments received on the Draft EIR and the responses to these comments, as appropriate, into the Final EIR document. Other members of the Consultant's Team shall also participate as needed. The project budget includes up to 70 hours for Consultant to respond to comments, which is commensurate with the anticipated level of effort. (Reanalysis is not included in this Scope of Services.)

Deliverables:

- Screen Check Final EIR with Response to Comments (1 electronic version in Word and PDF formats)
- Final EIR with Response to Comments (30 copies and 30 CDs)
- Certified Final EIR (2 copies and 1 unbound, copy-ready version), including the responses to comments, revisions to the Draft EIR, and other components as described above
- Electronic versions of the Draft Response to Comments and the Certified Final EIR

Task 8.7 Mitigation Monitoring and Reporting Program
Concurrent with the preparation of the Final EIR, a Mitigation Monitoring and Reporting Program (MMRP) shall be assembled by the Consultant, working in close collaboration with City Staff to ensure that procedures are put in place so that the EIR mitigation measures are carried out in an appropriate, timely, and verifiable manner. The MMRP, shown in tabular form, shall identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequencies. The MMRP shall be submitted as a draft document to the City and revised for publication with the Final EIR.

Deliverables:

- Screen Check MMRP (1 electronic version in Word and PDF format)
- MMRP (50 copies)

- An electronic copy of the Screen Check MMRP

Task 8.8 Findings of Fact and Statement of Overriding Considerations
Consultant shall prepare the Findings of Fact for the resolutions on the EIR, and in the event that significant and unavoidable impacts are disclosed in the Findings, Consultant shall prepare the Statement of Overriding Considerations necessary to support certification of the EIR. Consultant shall prepare draft and final documents, pending City Staff review and comment.

Deliverables:

- Screen Check Findings of Fact (1 electronic version in Word and PDF format) and Draft Findings of Fact (50 copies) for City Staff review and comment
- Screen Check Statement of Overriding Considerations (1 electronic version in Word and PDF format) and Draft Statement of Overriding Considerations (50 copies) for City Staff review and comment
- An electronic copy only of the Screencheck Findings of Fact and Statement of Overriding Considerations

Task 8.9 CEQA Project Management

Task 8.9.1 CEQA Meetings & Hearings
Consultant's environmental project director and project manager shall attend up to three meetings with City Staff during the course of the environmental review process, including the kick-off meeting, a Draft EIR review meeting, and one meeting or hearing during the public review process. Additional meeting attendance by Consultant shall be billed on a time-and-materials basis in accordance with the hourly rates for the personnel involved and an amendment shall be executed if necessary. Consultant's environmental project director and project manager shall attend up to two public hearings (one Planning Commission and one City Council hearing).

Deliverables:

- 3 meetings with City staff
- 2 public hearings

Task 8.9.2 CEQA Project Management
This task includes but is not limited to activities such as project start-up, minutes and agendas, budget and schedule tracking, ongoing coordination with the Consultant Team, and providing the daily point of contact with the City Staff. Consultant's project manager shall oversee the project from beginning to end and provide the leadership at critical milestones in the process during the approximately 12-month CEQA process. The Consultant shall be responsible for coordinating with Sub-Consultants, processing invoices, reviewing and managing deliverables, ensuring quality control, and adhering to the schedule.

Phase 9. Technical Studies

Task 9.1 Biological Resources

Consultant shall collect and review existing information on biotic resources in Redondo Beach in order to assess potential impacts of the Draft General Plan updates on biological resources in the City. Consultant shall utilize the following information sources:

- Previous environmental documentation for specific development applications in the area
- Records on occurrences of special-status taxa and sensitive natural communities maintained by the California Natural Diversity Data Base (CNDDB)
- Vegetation and habitat types mapped as part of the CALVEG program
- Information on sensitive or special-status taxa available from the City and County, the California Department of Fish and Wildlife (CDFW), and the US Fish and Wildlife Service (USFWS)
- One-day "windshield" reconnaissance of the planning area in order to locate and map undeveloped or vacant properties

In the analysis Consultant shall identify vegetation types, wildlife habitats, and known occurrences of special-status species, sensitive natural communities and wetland features. The impact analysis shall qualitatively evaluate the impacts of the Draft General Plan updates on these biological resources, and identify proposed General Plan policies that mitigate potential impacts, if necessary.

Deliverables:

- Analysis incorporated into the Initial Study

Task 9.2 Geology and Soils

Consultant shall prepare the IS which shall provide an overview of current geologic, soil, and seismic conditions throughout the City that is based on synthesized and clearly articulated research, along with a description and evaluation of the relevant regulatory framework. The IS shall evaluate the potential for General Plan Update implementation to result in significant direct and/or indirect environmental impacts as they may relate to geology, soils, and seismicity.

In the analysis Consultant shall employ a variety of data sources, such as geologic and soil maps, investigations, and studies published by the California Geological Survey, the US Geological Survey, and the US Department of Agriculture's Natural Resources Conservation Service; available geotechnical studies within the plan area; and seismic and geologic hazard maps and studies prepared by the California Geological Survey, the California Office of Emergency Services, and the Northern California Earthquake Data Center. In addition, the Consultants' technical specialists, including a state-licensed geologist with more than 30 years of relevant experience, shall review client-supplied information related to geology, soils, and seismicity, and incorporate that data within the IS. The need, if any, for supplemental information shall also be addressed as the EIR analysis progresses.

Deliverables:

- Analysis incorporated into the Initial Study

Task 9.3 Air Quality & Greenhouse Gas Emissions

Consultant shall prepare an air quality and greenhouse gas (GHG) emissions analysis for the City of Redondo Beach General Plan EIR. The air quality and GHG analysis shall be based on the current methodology of the South Coast Air Quality Management District (SCAQMD) for projects in the South Coast Air Basin (SoCAB), and modeling files shall be included as an appendix to the EIR.

- **Criteria Air Pollutant Emissions Inventories (Existing and General Plan Buildout):** The air quality analysis shall provide an estimate of long-term criteria air pollutant emissions using the latest models (e.g., EMFAC, OFFROAD, CalEEMod). Buildout of the General Plan would generate emissions from an anticipated increase in trips and vehicle miles traveled (VMT) associated with land uses in the City. In addition, use of natural gas and other area sources generate criteria air pollutants. Construction of individual development projects would also generate emissions from vehicles, off-road equipment, off-gas emissions, and fugitive dust. Potential impacts from construction activities associated with implementation of the General Plan shall be described qualitatively. The EIR shall compare criteria air pollutants generated by existing land uses (CEQA Baseline) in the City of Redondo Beach compared to land uses projected at buildout of the City (i.e., not a plan-to-plan analysis). An inventory of criteria air pollutants generated by existing land uses and proposed land uses shall be based on an existing inventory of land uses on the ground and future buildout statistics generated for the proposed Land Use Plan. Cumulative air quality impacts from buildout of the General Plan shall be described based on the emissions inventory compared to SCAQMD's regional significance thresholds.

- **Air Quality Management Plan Consistency:** The SoCAB is designated nonattainment of the National and/or California ambient air quality standards (AAQS) for ozone, nitrogen dioxide, and particulate matter (PM_{10} and $PM_{2.5}$). Consistency of the project's regional emissions shall also be evaluated against SCAQMD's Air Quality Management Plan.

- **CO Hotspots:** The SoCAB has been designated as attainment of the state and federal carbon monoxide (CO) ambient air quality standards. Given that no intersection has exceeded the CO standards since redesignation, quantitative evaluation is not warranted. Instead, the potential for the proposed project to generate a CO hotspot shall be addressed qualitatively by the Consultant.

- **Nuisance Odors:** The air quality impact analysis shall describe land uses in the City that have the potential to generate nuisance odors. Buffer distances and/or control measures for sources listed in the SCAQMD's guidelines shall be incorporated.

- **GHG Emissions Inventories for the General Plan EIR (CEQA Baseline and General Plan Buildout):** Pursuant to current CEQA Guidelines, all phases of the project must be considered (CEQA Guidelines Section 15126). Because the time horizon of a General Plan extends beyond the GHG reduction target year of Assembly Bill 32 (AB 32) (i.e., 2020 compared to General Plan buildout), the GHG impact analysis for the EIR shall identify GHG emissions associated with full buildout of the General Plan. To date, there is no comprehensive statewide plan that identifies GHG reduction programs past 2020. However, the California Air Resources Board (CARB) is currently in the process of updating the Scoping Plan to address interim targets to reach the 2030 goal of reducing GHG emissions to 40 percent below 1990 levels pursuant to Executive Order B-30-15 (anticipated by fall 2017).

The EIR shall include a GHG emissions inventory for the City for the CEQA baseline year and General Plan buildout. The GHG inventory for CEQA baseline and buildout shall provide an estimate of long-term GHG emissions using the latest models (e.g., EMFAC, OFFROAD) for the applicable GHG emissions sectors. Sources of GHG emissions in the City shall be based on those within the City's jurisdictional control and shall utilize the recent GHG emissions inventory and forecast compiled by the City for the Energy Efficiency Climate Action Plan (EECAP) and shall include:

- Residential and Nonresidential Energy (based on electricity use provided by Southern California Edison and natural gas use provided by the Southern California Gas Company)
- Transportation (on-road vehicles based on VMT provided by Sub-Consultant (Fehr & Peers))
- Water Use and Wastewater Treatment (from California Water Services)
- Other Area Sources (e.g., off-road equipment)
- Permitted Sources (GHG for this sector shall be presented, if available from SCAQMD)

The inventories shall be adjusted by the Consultant for reductions associated with statewide programs that have been adopted to reduce GHG emissions. The EIR shall evaluate the impact from the change in GHG emissions in the City compared to CEQA baseline conditions pursuant to SCAQMD's draft thresholds.

- **Consistency with Plans Adopted for the Purpose of Reducing GHG Emissions:** The GHG section in the EIR shall discuss the City's commitment to reducing GHG emissions in accordance with the GHG reduction goals of AB 32 and Senate Bill 375. Project consistency with CARB's Scoping Plan and the Southern California Association of Governments' (SCAG) 2016 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) shall be reviewed by the Consultant, in accordance with the CEQA requirements.

In addition, the San Gabriel Valley Council of Government (SAVCOG), in partnership with Southern California Edison (SCE), implemented an Energy Wise Partnership for cities in the San Gabriel Valley. As part of this program, an Energy Efficiency chapter of the Climate Action Plan (EECAP) for the City of Redondo Beach was prepared and

includes measures to reduce energy use and associated GHG emissions. Consistency with the recommended energy action measures shall be incorporated to ensure consistency with this regional program for the San Gabriel Valley.

Deliverables:

- Analysis incorporated into the EIR and model outputs included as an appendix

Task 9.4 Cultural Resources

Sub-Consultant (Cogstone) shall evaluate potential impacts to archaeological, paleontological, and historical resources from implementation of the Draft General Plan Updates. Sub-Consultant (Cogstone) shall research and record searches that cover the entire City including, if necessary, the AES Redondo Beach Electric Generating Station. The resulting information shall inform the following two technical reports.

Task 9.4.1 Cultural Resources Report

Sub-Consultant (Cogstone) shall prepare a Cultural Resources Report that summarizes the study procedures and state significance criteria, evaluates local sensitivity, identifies with text and mapping any historical and archaeological sensitive areas, and recommends subsequent courses of actions. Information in the report shall come from the following research efforts:

- Cultural records search at the South Central Coastal Information Center. City Staff shall provide Cogstone any previous archaeological resources assessments completed for the current General Plan.
- Consultation with Native American and historical societies, including a Sacred Lands Search from the Native American Heritage Commission.
- Preparing and mailing consultation letters to appropriate Tribal Representatives in order to meet the requirements of SB 18/AB 52.
- Research into the history of Redondo Beach's built environment, making use of historical maps, aerial photographs, and other sources as directed by City Staff.

Task 9.4.2 Paleontological Resources Report

Sub-Consultant (Cogstone) shall prepare a Paleontological Resources Report that summarizes the study procedures and state significance criteria, evaluates local sensitivity, identifies with text and mapping any paleontologically sensitive areas, and recommends subsequent courses of actions. Information in the report shall come from the following research efforts:

- Paleontological records search at the Los Angeles County Natural History Museum and in online databases. Supplemental research on geological mapping, formations, previous paleontological studies, and online paleontological databases shall also be conducted.
- Cultural records search at the South Central Coastal Information Center. City Staff shall provide Cogstone any previous paleontological resources assessments completed for the current General Plan.

The EIR shall use the results of these reports to describe the regional and local prehistoric and historical context of Redondo Beach; summarize research results; and outline local, state, and federal policies, laws, and regulations regarding the treatment of cultural resources.

Task 9.5 Noise and Vibration

Consultant shall prepare noise and vibration technical analyses to evaluate potential acoustical impacts associated with the Draft General Plan Update. The EIR shall identify the impacts on sensitive land uses from implementation of the focused update of the General Plan. Particular attention shall be paid to areas in the City that are expected to experience the most growth in the coming years. The EIR shall discuss relevant standards and criteria for noise exposure, and the assessment of impacts shall be based on federal, state, and local ordinances, policies, and standards, including those in the City of Redondo Beach's existing Noise Element and Municipal Code. Since the General Plan Noise Element is not being updated, there shall be no need for technical noise staff to support the planning process via reviews of proposed new goals and/or policies.

Existing Noise Conditions

Consultant shall use Consultant's knowledge of similar noise environments to evaluate existing ambient noise conditions and identify potential issues, opportunities, and challenges with respect to noise and land use compatibility.

Transportation Noise

Existing and future vehicular traffic noise shall be assessed using a version of the US Federal Highway Administration (FHWA) Traffic Noise Model. These contours shall rely on traffic forecasts provided in the traffic impact analyses for the General Plan. These analyses shall identify areas along freeway and roadway segments that would be exposed to noise increases above criteria in the City's General Plan Noise Element. In addition, the noise analysis shall identify potential noise impacts to noise-sensitive uses in the City from railways. Aircraft noise from operations at nearby airports (outside the City limits, including LAX, Torrance, and Hawthorne Municipal Airports) would be expected to have minimal impacts on the general community, but shall be addressed for CEQA completeness on a qualitative basis.

Stationary Noise and Land Use Compatibility

Noise impacts from nontransportation sources such as major commercial/industrial uses shall be discussed in terms of potential impacts to nearby noise-sensitive receptors. Future ambient noise and land use compatibility that could be affected by land use changes or by changes in traffic patterns shall be discussed qualitatively in light of the recent related California Supreme Court ruling (*CBIA v BAAQMD*).

Construction Noise and Vibration

Construction impacts with implementation of the project shall be evaluated at a programmatic level for the General Plan. Future noise and vibration effects from construction activities shall be discussed in terms of accepted standards from the US

Federal Transit Administration (FTA). Feasible mitigation measures shall be identified to minimize future construction-related impacts in the study area.

The results of the above analyses shall be summarized in the EIR noise section, and pertinent calculation details shall be provided in an appendix.

Deliverables:
Analysis incorporated into the EIR, and model outputs included as an appendix

Task 9.6 Traffic Impact Analysis
Sub-Consultant Fehr & Peers will utilize the following four-part process to prepare a technical report that will inform the Transportation/Traffic section of the EIR.

Task 9.6.1 Data Collection
Sub-Consultant (Fehr & Peers) shall begin with a robust data collection effort, the focus of which shall be collecting roadway segment and/or intersection traffic counts to augment any traffic data available from ongoing and recently completed environmental studies in Redondo Beach. For budgeting purposes, this scope includes data collection for:

- Up to twenty-five, 24-hour daily roadway segment machine traffic counts on one weekday and one weekend day. Weekday and weekend segment volumes shall be compared to determine if weekday traffic volumes represent the highest traffic volume on each of the counted links. Up to 10 weekday peak period intersection turning movement traffic counts (with pedestrian and bicycle crossing counts) at key intersections identified in areas where land use change is expected. An additional 15 intersection counts would be drawn from existing data sources (Redondo Waterfront Project and/or the South Bay Galleria Project).

Specific locations for data collection shall be identified in consultation with the City.

Task 9.6.2 Existing Conditions Analysis
In order to establish the existing conditions baseline against which to assess the potential for transportation/traffic impacts associated with the General Plan updates, Sub-Consultant (Fehr & Peers) shall conduct the following analyses:

- Weekday AM and PM peak hour analysis of up to 10 key intersections where new counts were collected using the ICU LOS methodology consistent with City requirements.
- Incorporation of the existing ICU values of up to an additional 15 intersections drawn from prior projects in the City.
- Map of existing daily traffic volumes at up to 25 key segments.

Task 9.6.3 Travel Demand Forecasting
With baseline conditions established, Sub-Consultant (Fehr & Peers) shall forecast travel demand associated with the Draft General Plan updates. The Redondo Beach Travel Model (RBTM) was developed for the 2009 Circulation Element update and validated to 2007 base year conditions. Although the RBTM was developed to forecast

increases in daily traffic volumes, it was not developed to estimate vehicle miles travelled (VMT). Because of the passage of time since the RBTM was validated and the need to estimate VMT changes associated with the updates of the two elements to reflect SB 743 and current practice, Sub-Consultant (Fehr & Peers) shall use the SCAG RTP/SCS regional travel demand model for this analysis.

Sub-Consultant (Fehr & Peers) shall use the 2016 SCAG RTP/SCS model if made available by SCAG during the project process. If it is not made available, Sub-Consultant (Fehr & Peers) shall use the 2012 SCAG RTP/SCS regional model. Both models are developed on the TransCAD software platform, an application with which Sub-Consultant (Fehr & Peers) is extremely familiar.

Sub-Consultant (Fehr & Peers) shall review the transportation network attributes in the SCAG model for the City to be consistent with existing conditions, including existing land use data provided by City Staff.

This travel model shall be employed for the following purposes:

- Future weekday daily roadway segment volumes for the following land use scenarios shall be calculated using the model (and compared to the daily traffic counts collected at up to 50 segments):
- Adopted General Plan
- Preferred Land Use Scenario
- Alternative Land Use Scenario
- The SCAG model shall be used to evaluate the following VMT scenarios for the City based on the origin/destination approach, which shall exclude through travel but shall account for vehicles traveling within and into and out of the City.
- Existing
- Currently Adopted General Plan
- Preferred Land Use Scenario
- Alternative Land Use Scenario

Sub-Consultant (Fehr & Peers) shall calculate Total VMT, as well as VMT per capita. These VMT forecasts shall be also employed for any GHG analysis conducted in the EIR.

City Staff, with support from Consultant, shall provide Sub-Consultant (Fehr & Peers) with land-use/socioeconomic data by SCAG transportation analysis zone (TAZ) or other geography easily aggregated into the TAZ for the following scenarios:

- Existing
- Currently Adopted General Plan
- Preferred Land Use Scenario
- Alternative Land Use Scenario

Task 9.6.4 Transportation Impact Analysis

Sub-Consultant (Fehr & Peers) shall summarize the previously developed Existing Conditions analysis and any updated future conditions analysis in a Transportation Impact Study for use by the EIR consultant. The Study shall include:

- Intersection impact analysis of up to 25 key intersection at spot locations where the magnitude of land use changes in those areas associated with the Preferred Land Use Scenario has the potential to have localized traffic impacts. This analysis shall not be prepared for the alternative land use scenarios. A Cumulative No Project scenario shall be prepared as an additional impact baseline to assess project impacts at these spot locations.
- Changes to roadway segment volumes at the 25 segments to be provided as an input in the air quality and noise analysis
- Changes to VMT and VMT per capita
- Analysis and identification of any conflicts with plans establishing performance measures for various modes of travel
- Consistency with Los Angeles County's Congestion Management Program
- Review of hazards due to design features
- Analysis and identification of any conflicts with adopted plans or policies regarding alternative travel modes.

Once the impacts are identified, Sub-Consultant (Fehr & Peers) shall identify potential mitigations for the Preferred Land Use Scenario. Aside from potential spot traffic mitigation measures associated with individual intersection impacts (where feasible), citywide mitigation measures are expected to include transportation demand management (TDM) measures that would reduce vehicle trips and VMT.

Sub-Consultant (Fehr & Peers) shall summarize the results of the above analyses in a technical Transportation Report (or EIR chapter), which shall be provided to the Consultant and City Staff for review. This Draft Report shall be sent to Consultant for their initial review and updated in response to one set of internal comments received. The report shall be revised to provide a Draft Report to the City Staff for their review. The report shall be updated after receipt of one round of comments from City Staff. The Consultant shall prepare the Traffic Section of the EIR using data in this Transportation Report.

Deliverables:

- Screen Check Traffic Impact Analysis for City Staff review (1 electronic version in Word and PDF format)
- Final Traffic Impact Analysis (1 electronic version in Word and PDF format)

Task 9.7 Water, Wastewater, and Storm Water Utility Systems

Consultant and Sub-Consultant (Fuscoe Engineering) shall prepare the Utilities and Service Systems section of the EIR, covering water, wastewater, and storm Water utility systems. Consultant shall utilize the *Baseline Assessment Memorandum*, prepared by Sub-Consultant (Fuscoe Engineering) as part of the General Plan Update process in

Phase 3, to inform the environmental setting section. This shall include information on the age, condition, adequacy, and capacity of utilities infrastructure in Redondo Beach.

To assess utilities-related impacts and identify any needed mitigation measures, Consultant shall utilize the results of Sub-Consultant's (Fuscoe's) evaluation, performed as part of Phase 4, of the general capacity of the City's infrastructure (storm drain, water and sewer) related to projected land use changes, growth, and additional demands on the infrastructure systems. Recommended improvements needed to serve planned future development shall be integrated into both the EIR and the General Plan.

Providers and management organizations that compose the utilities and service system in Redondo Beach include, but are not limited to:

- Los Angeles County Sanitation Districts
- Hermosa-Redondo District, California Water Services Company (CalWater)
- Carson Joint Water Pollution Control Plant
- City of Redondo Beach Solid Waste Division
- Athens Services
- Los Angeles County Department of Public Works
- CalRecycle
- Southern California Edison
- Southern California Gas Company

Sub-Consultant (Fuscoe Engineering) shall prepare a technical report to serve as an appendix to the EIR covering infrastructure and water quality evaluations. This report shall include analyses and conclusions per the CEQA Appendix G checklist, as well as concept-level hydrology comparison of existing versus proposed conditions, and all MS4 LID/BMP measures required.

Deliverables:

- Draft Water, Wastewater, and Storm Water Utility Systems Technical Report (1 electronic version in Word and PDF format)
- Final Water, Wastewater, and Storm Water Utility Systems Technical Report (1 electronic version in Word and PDF format)

Phase 10. Project Administration

Task 10.1 Day-to-Day Project Coordination and Schedule

The "Project Schedule" shall define the sequence and critical path for performance of work tasks, including document submittal deadlines to the City Staff, City Staff review periods, and time frames for document revisions. It shall also establish the schedule for the public outreach program developed in Phase 2, Planning Commission study sessions and public hearings, and City Council hearings.

This task includes but is not limited to activities such as project start-up, minutes and agendas, budget and schedule tracking, and ongoing coordination with the Consultant's Team, City Staff, outside Agencies, and documentation of public comments-interactions, etc.

Wendy Nowak, Associate Principal, of Consultant shall serve as Project Manager for the update of the General Plan Elements. She shall oversee the project's day-to-day operations and Sub-Consultant coordination and provide the leadership at critical milestones in the process, including ongoing updates with the City's designated Project Manager, preparation of the community participation plan, and general coordination with internal and external persons as required.

The updates shall take the form of formal memos, notices, e-mails, or conference calls, and meetings—this process shall be further defined during the kick-off meeting in Phase 1. Approximately four hours per month over the 30-month project time frame is allocated for project coordination by the PIC/Project Manager (Wendy Nowak).

Deliverables:

- Weekly coordination with the City's designated Project Manager;
- Status reports (progress of work being performed, milestones attained, resources expended, problems encountered, corrective actions taken)
- Sub-Consultant Coordination
- Activities such as project start-up, minutes and agendas, budget and schedule tracking, and ongoing coordination with the Consultant's Team, City Staff, outside Agencies, and documentation of public comments-interactions, reports and memorandums, etc.
- Review and processing of project invoices

Task 10.2 Project Team Meetings

The Consultant's Team shall participate in conference calls and/or in-person meetings with City Staff scheduled on a fixed date and time—weekly or every two weeks—to coordinate work tasks and deliverable products among our team members and other service area consultants, review project progress, schedule future tasks, and discuss and identify solutions for any issues impacting the successful performance of the work program. At the conclusion of each meeting, participants shall identify the agenda of topics to be addressed in the following meeting, with additional topics identified in the intervening period as necessary. The meeting agendas shall be distributed to all participants two days in advance of the meeting to confirm their content.

Deliverables:

- Project management meeting agendas
- Summary of project management meeting comments and actions

Project flow is attached as Attachment 1 to this Exhibit and is incorporated herein.

ATTACHMENT 1 TO EXHIBIT "A"
PROJECT FLOW

CITY OF REDONDO BEACH "FOCUSED" GENERAL PLAN UPDATE

BASELINE CONDITIONS

Getting Smart

Project Background
- Land Use & Urban Form
- Built Environment
- Neighborhoods & Districts
- Infrastructure
- Urban Design/Livability
- External Mandates
- Parks Locations
- Planned Projects

Economic Analysis
- Economic Development
- Market Demand

Mobility
- Trip Generation
- Non-motorized Opportunities

Evaluation

Policy Relevance

Project & Focus Area Goals

Land Use Demands and Opportunities

Constraints

PLAN AND POLICY DEVELOPMENT

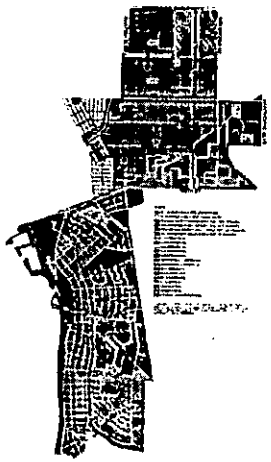
Element Approach and Preparation of Documents

Land Use Element
- Identify Conservation and Revitalization Areas and Uses
- Evaluate Development Standards
- Design Considerations
- Fiscal Feasibility

Conservation, Recreation & Parks, and Open Space Element
- Parks & Recreation Patterns
- Parks Deficient Areas
- Parks & Recreation Opportunities

Follow Up Research
- Statistical Analysis
- Infrastructure Analysis
- Preliminary Environmental Analysis

Develop the Land Use Plan



PLAN PREPARATION AND ADOPTION

Preparation of Documents

General Plan Elements
- LAND USE
- Plan Diagram
- Goals and Policies
- Healthy Communities
- Social Equity, Environmental Justice & Community
- Resilience
- Economic Development
- Climate Change
- CONSERVATION, RECREATION & PARKS, OPEN SPACE

Local Coastal Program Amendment
- To be completed by the City

Program Environmental Impact Report
- Technical Modeling
- Environmental Analysis
- Public Review
- Response to Comments

Approving the Elements

1. Screencheck Draft
2. Public Review Draft
3. Hearing Draft & Final Adoption

Public Involvement
- General Plan Advisory Committee
- Stakeholder Interviews
- Community Workshops
- City Council/Planning Commission Briefings
- Project Website (Optional)
- Online Feedback (Optional)

Public Involvement
- General Plan Advisory Committee
- Community Workshops
- City Council/Planning Commission Briefings
- Project Website (Optional)
- Online Feedback (Optional)

Public Involvement
- General Plan Advisory Committee
- Scoping Meeting
- Community Workshop
- City Council/Planning Commission Briefings
- Project Website (Optional)
- Online Feedback (Optional)

Public Involvement
- Planning Commission Public Hearing
- City Council Public Hearing
- Coastal Commission (separate effort)

EXHIBIT "B"

SCHEDULE FOR COMPLETION

Term. The term of this Agreement shall commence on October 4, 2016 and expire April 3, 2019 ("Term ") unless otherwise terminated as herein provided.

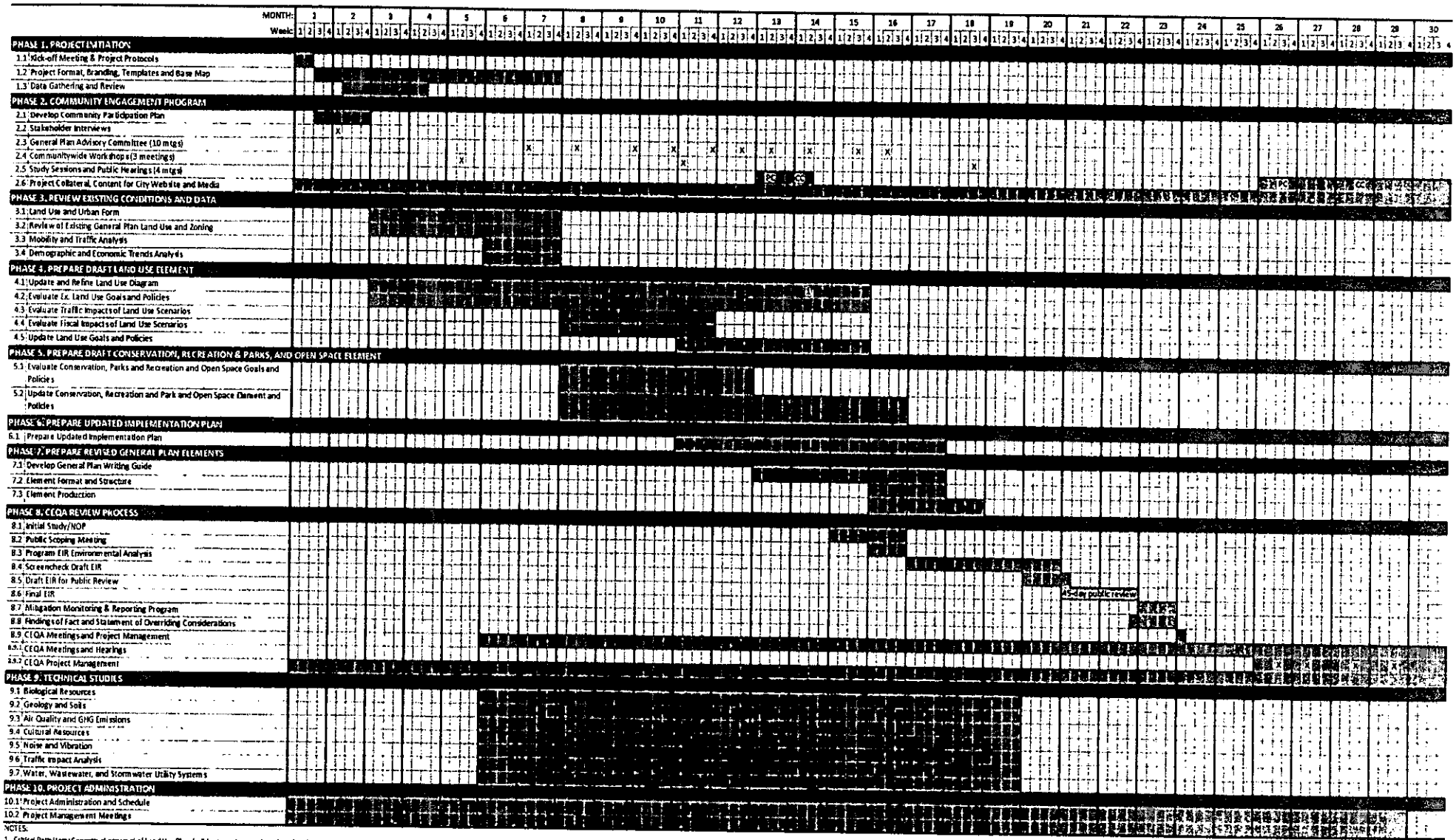
Upon City Manager's notice of at least 30 days prior to the expiration of the Term, this Agreement shall automatically renew for a subsequent annual term. In no event shall this Agreement continue three and one half years beyond the commencement date which is April 3, 2020.

The "Project Schedule" which is attached hereto as Attachment 1 to this Exhibit and incorporated herein, assigns a general timeline to the phases and tasks outlined within the "Scope of Services" set forth in Exhibit "A". The Community Development Director will have the authority to make as needed adjustments in the "Project Schedule" as required.

ATTACHMENT 1 TO EXHIBIT "B"
PROJECT SCHEDULE

CITY OF REDONDO BEACH - GENERAL PLAN ELEMENTS UPDATE AND PROJECT EIR

Project Schedule



NOTES:
1. Critical Path Item: Conceptual approval of Land Use Plan, buildout numbers and project description needed to initiate preparation of EIR
X = Meetings

EXHIBIT "C"

COMPENSATION

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below.

I. COST QUOTE AND HOURLY RATES.

A. Amount. Consultant shall be paid a total of $699,917 in accordance with the schedule and rate schedule attached hereto as Attachment 1 to this Exhibit and incorporate herein.

In the event Consultant's costs, including direct costs and costs of Sub-Consultants are less than the projected estimates described above Consultant's compensation shall be adjusted accordingly.

B. Hourly Rates.

i. Consultant shall be paid pursuant to the hourly rates that are outlined in Attachment 1 to this Exhibit.

1. Consultant and Sub-Consultants shall be paid 1.5 times the hourly rate for time spent as an expert witness at court trials, mediation, arbitration hearings, and depositions.
2. Consultant and Sub-Consultants shall be paid the standard hourly rate for the time spent preparing for trials, hearings, and depositions.

ii. Sub-Consultants shall be paid pursuant to the hourly rates outlined in Attachment 1 to this Exhibit.

B. Reimbursable Expenses.

1. Routine other direct ("ODCs"), such as day-to-day copying, faxing, printing, telephone charges, and supplies are included in the hourly rates.
2. Non-routine ODC's, such as large scale reproduction specialty printing, equipment rentals etc. shall be charged at cost
3. Travel (i.e. air fares, lodging, meals, and rental cars) shall be charged at actual cost incurred and not at the hourly rate. Mileage will be charged at the current IRS rate per mile.
4. Any other non-routine direct costs, not specifically identified herein, shall be charged at cost.
5. Travel and other reimbursable expenses invoiced by Consultant shall not be paid unless first approved by the City in writing.

II. **METHOD OF PAYMENT.** Consultant shall provide invoices to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

III. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of the monthly invoice, provided, services are completed to City's reasonable satisfaction.

1. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant

Wendy Nowak
Woodie Tescher
Placeworks, Inc.
3 MacArthur Place, Suite 1100
Santa Ana, California 92707

City

Aaron Jones, Community Development Director
415 Diamond Street
Redondo Beach, CA 90277

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

ATTACHMENT 1 TO EXHIBIT "C"
COSTS

Redondo Beach General Plan Elements Update and EIR

COST PROPOSAL

Task	Description	Senior Planning & Urban Design ($240)	Principal-in-Charge/Project Manager ($180)	Associate Planner ($135)	Senior Designer ($100)	Project Planner ($100)	Project Designer ($105)	PlaceWorks Hours	PlaceWorks Labor Total	SAZ	FBP	FISCOS	COASTORE	Subcons. Labor Total	Total Task Budget
PHASE 1. PROJECT INITIATION															
1.1	Kick-off Meeting & Project Protocols	4	6	12		6		20	$4,486	2,200				$2,420	$6,906
1.2	Project Format, Branding, Templates and Base Maps	2	4	20			20	138	$16,264					$0	$16,676
1.3	Data Gathering and Review	4	8	20	16	24		72	$10,800		6,790			$6,369	$17,070
	Phase 1. Subtotal	10	18	52	16	30	20	230	$31,226	$2,200	$6,790	$0	$0	$8,789	40,640
PHASE 2. COMMUNITY ENGAGEMENT PROGRAM															
2.1	Develop Community Participation Plan		12					12	$2,160					$0	$2,200
2.2	Stakeholder Interviews (max 6 hours of interviews)	12	14					28	$6,400					$0	$6,500
2.3	General Plan Advisory Committee (10 mtgs)	60	80	100		20		348	$60,720					$0	$61,734
2.4	Community-wide Workshops (3 mtgs)	24	30	40		20		170	$26,000					$0	$26,400
2.5	Study Sessions and Public Hearings (4 mtgs)	16	40	20				100	$16,300		3,800			$4,264	$20,882
2.6	Project Collateral, Content for City Website and Video	8	4	72		65	50	178	$34,720					$0	$35,024
	Phase 2. Subtotal	112	176	180	0	40	8	628	$98,580	$0	$3,800	$0	$0	$4,260	$141,832
PHASE 3. REVIEW EXISTING CONDITIONS AND DATA															
3.1	Land Use and Urban Form	16	24	30	24			84	$16,530					$0	$16,861
3.2	Review of Existing General Plan Land Use and Zoning	2	10	40				62	$7,680			9,800		$10,488	$18,284
3.3	Mobility and Traffic Analysis	2	4	8				14	$2,280					$0	$2,328
3.4	Demographic and Economic Trends Analysis	2	4	8				14	$2,280	18,800				$20,840	$23,008
	Phase 3. Subtotal	22	42	86	24	0	0	174	$28,770	$18,800	$0	$9,800	$0	$31,130	$60,475
PHASE 4. PREPARE DRAFT LAND USE ELEMENT															
4.1	Update and Refine Land Use Diagram	8	16	16				92	$12,420					$0	$12,668
4.2	Evaluate Ex. Land Use Goals and Policies	4	16	40		16		76	$10,820					$0	$11,136
4.3	Evaluate Traffic Impacts of Land Use Scenarios	4	8	4				19	$2,960					$0	$2,991
4.4	Evaluate Fiscal Impacts of Land Use Scenarios	4	8	4				16	$2,960	13,660				$16,016	$19,014
4.5	Update Land Use Element	4	20	48		16		88	$12,720		2,840			$2,904	$16,870
	Phase 4. Subtotal	24	68	112	0	32	0	288	$41,860	$13,660	$2,840	$0	$0	$17,911	$60,698
PHASE 5. PREPARE DRAFT CONSERVATION, RECREATION AND PARKS, AND OPEN SPACE ELEMENT															
5.1	Evaluate Conservation, Parks and Recreation and Open Space Goals and Policies	4	16	36				108	$14,180					$0	$14,443
5.2	Update Conservation, Recreation and Park and Open Space Element and Policies	4	16	36				60	$8,700					$0	$8,874
	Phase 5. Subtotal	8	32	72	0	0	0	164	$22,880	$0	$0	$0	$0	$0	$23,317
PHASE 6. PREPARE UPDATED IMPLEMENTATION PLAN															
6.1	Prepare Updated Implementation Plan	8	28	40				78	$12,380					$0	$12,607
	Phase 6. Subtotal	8	28	40	0	0	0	78	$12,380	$0	$0	$0	$0	$0	$12,607
PHASE 7. PREPARE REVISED GENERAL PLAN ELEMENTS															
7.1	Develop General Plan Writing Guide	2	4	12				18	$2,820					$0	$2,876
7.2	Element Format and Structure	4	6	16		8		36	$6,400					$0	$6,608
7.3	Element Production	4	16	40		20		80	$11,360					$0	$11,667
	Phase 7. Subtotal	10	26	68	0	28	0	134	$11,580	$0	$0	$0	$0	$0	$19,951
PHASE 8. CEQA REVIEW PROCESS															
8.1	Initial Study/Notice of Preparation			6				96	$12,440					$0	$12,680
8.2	Public Scoping Meeting							30	$4,120					$0	$4,712
8.3	Program Environmental Impact Report		12	28				286	$41,040					$0	$41,868
8.4	Screencheck Draft EIR							70	$8,050					$0	$8,211
8.5	Draft EIR for Public Review							40	$6,280					$0	$6,406
8.6	Final EIR							78	$11,880					$0	$12,118
8.7	Mitigation Monitoring or Reporting Program							4	$640					$0	$651
8.8	Findings of Fact & Statement of Overriding Considerations							36	$5,160					$0	$5,263
8.9	CEQA Project Management							36	$6,840					$0	$6,977
	Phase 8. Subtotal	0	12	34	0	0	0	676	$96,850	$0	$0	$0	$0	$0	$98,782
PHASE 9. TECHNICAL STUDIES															
9.1	Biological Resources							28	$4,620					$0	$4,810
9.2	Geology and Soils							16	$2,800					$0	$2,856
9.3	Air Quality & Greenhouse Gas Emissions							110	$14,110					$0	$14,392
9.4	Cultural Resources							0	$0				12,148	$13,362	$13,362
9.5	Noise and Vibration							16	$9,800					$0	$10,066
9.6	Traffic Impact Analysis							0	$0		81,800			$90,090	$90,090
9.7	Water, Wastewater, and Stormwater Utility Systems							0	$0			20,000		$22,000	$22,000
	Phase 9. Subtotal	0	0	0	0	0	0	210	$31,330	$0	$81,800	$20,000	$12,148	$126,442	$157,401
PHASE 10. PROJECT ADMINISTRATION															
10.1	Project Administration and Schedule	16	120					130	$26,440					$0	$26,969
10.2	Project Team Meetings	24	80	24				120	$23,400					$0	$23,868
	Phase 10. Subtotal	40	200	24	0	0	0	244	$48,840	$0	$0	$0	$0	$0	$48,817
TOTAL LABOR (Excluding Optional Tasks)		234	604	650	40	130	20	[illegible]	$433,310	$34,660	$94,290	$29,600	$12,148	$187,844	$665,547
SUBCONSULTANT REIMBURSABLE EXPENSES TOTAL										$750	$8,750	$1,500			$11,000
PLACEWORKS REIMBURSABLES TOTAL (2% of Labor for Miscellaneous Reimbursable expenses (Mileage, postage, copies) plus costs to reproduce 50 copies, CD's, etc of Environmental Documents)															$23,371
GRAND TOTAL															$699,317

PlaceWorks

Page 1 of 1

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

Without limiting Consultant's indemnification obligations under this Agreement, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

Employer's Liability: $1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Consultant's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Consultant acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614 Attn: NewportBeach.CertRequest@marsh.com/F: 212-948-4323 CN115158923--01-18-19	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED PlaceWorks, Inc Dba: The Planning Center Design Community & Enviornment 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Crum & Forster Specialty Insurance Co. — 44520 **INSURER B :** Travelers Property Casualty Company Of America — 25674 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002288075-07 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EPK122995	07/01/2018	07/01/2019	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X BI & PD Ded. $5,000						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:						Contractors Pollution	$ 5,000,000
B	**AUTOMOBILE LIABILITY**			BA7E37616718CAG	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll Deductibles	$ $1,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			UB7K7286761843G	07/01/2018	07/01/2019	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory In NH)**	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Redondo Beach, its officers, elected, and appointed officials, employees, and volunteers are included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to General Liability.

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Rosalynda Martinez R. Martinez

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN115158923

LOC #: Irvine

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	PlaceWorks, Inc Dba: The Planning Center Design Community & Enviornment 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Errors & Omissions Retro Dates:

7/1/99 - Planning Center, Inc.

1/1/87 - Design Community & Engineering Inc.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Risk & Insurance Services
17901 Von Karman Avenue, Suite 1100
(949) 399-5800; License #0437153
Irvine, CA 92614
Attn: NewportBeach.CertRequest@marsh.com/F: 212-948-4323
CN115158923-01-19-20

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance Co	44520
INSURER B : Travelers Property Casualty Company Of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
PlaceWorks, Inc
Dba: The Planning Center
Design Community & Enviornment
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707

COVERAGES **CERTIFICATE NUMBER:** LOS-002288075-08 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			EPK127413	07/01/2019	07/01/2020	EACH OCCURRENCE	$	5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	50,000
	X BI & PD Ded. $5,000						MED EXP (Any one person)	$	5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$	5,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$	5,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$	5,000,000
							Contractors Pollution	$	5,000,000
B	AUTOMOBILE LIABILITY			BA1N96406A19CAG	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
							Comp/Coll Deductibles	$	1,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	
	DED RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB7K7286761943G	07/01/2019	07/01/2020	X PER STATUTE OTH-ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Redondo Beach, its officers, elected, and appointed officials, employees, and volunteers are included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to General Liability.

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services
Rosalynda Martinez R. Martinez

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN115158923

LOC #: Irvine

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	PlaceWorks, Inc Dba: The Planning Center Design Community & Enviornment 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Errors & Omissions Retro Dates:
7/1/99 - Planning Center, Inc.
1/1/87 - Design Community & Engineering Inc.

Subject to policy terms, conditions, limitations and exclusions.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD