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

THIS SEVENTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Seventh 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

WHERES, on March 12, 2024, the parties hereto entered into that certain Sixth Amendment to the Agreement between the City and Consultant ("Sixth Amendment"), and

WHEREAS, City and Consultant desire to amend the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth 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 2.5: Study Sessions and Public Hearings
Additional time and budget to prepare materials/maps/data in support of future public hearings. Attendance at two (2) future public hearings for adoption of the General Plan.

Deliverable(s):

- Additional materials in support of the General Plan update public hearing process.

Task 8.5: Draft Environmental Impact Report Edits
Additional out of scope work performed during summer and fall of 2024. Additional meetings with City and associated revisions to the Project Description to incorporate BCHD, Expedited QA/QC, analysis, and formatting to meet August milestone for release of DEIR, revisions to DEIR Sections to incorporate updated SCAG RTP/SCS for 2024-2050 and edits to analyses.

Deliverable(s)

- Multiple rounds of edits to zoning tables and addition of Housing Consistency Table.
- Additional Notice of Availability (NOA) Distribution (labor and reimbursables).
- Additional edits to the Notice of Determination and Final EIR related to the bifurcation of the Housing Element.

Task 8.9: CEQA Project Management
Additional time required to reference and confirm that the scope of the remaining General Plan Element updates and the Non-Residential related update actions are within the scope and purview of the completed FEIR.

Deliverable(s)

- CEQA findings within the approval resolutions.
- Regular meetings with staff.
- Attendance at two (2) future public hearings.

Task 9.6: Article XXVII – Traffic Impact Analysis (Two Additional Runs)
Preparation of two (2) additional Article XXVII traffic studies. The original scope was for one (1) Article XXVII analysis to address all Land Use Plan changes associated with the General Plan Update. The additional studies were necessary due to different land use scenarios related to the treatment of Housing Element Sites and Non-Housing Element residential amendments that were required to be run separately and ahead of the non-residential changes due to Housing Element certification requirements.

Deliverable(s)

- Two (2) additional Article XXVII Traffic Impact Analysis.

Task 10.1: Project Management
Extend Project Management for an additional 9 months for anticipated project completion in November 2025. 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 Element updates, any CEQA documents, and zoning changes. As needed virtual coordination through November 2025 is assumed.

Deliverable(s):
- Project Management coordination time through November 2025.

TASK 10.2: Project Team Meetings
Extend Team Meetings for an additional 9 months for anticipated project completion in November 2025. This task covers the additional time needed for regular project progress calls and check ins related to the completion of the General Plan, CEQA documents, zoning changes and LCP Amendments. Bi-weekly virtual meetings through November 2025. No in person meetings are assumed at this time.

Deliverable(s):
- Bi-weekly virtual meetings through November 2025.

Task 14: Article XXVII – Analysis
Preparation of two (2) additional studies and identified measures required to meet the provisions of Sections 27.4 b. and 27.5 a. 3 & 4 of Article XXVII traffic studies. The original scope was for one (1) Article XXVII analysis to address all Land Use Plan changes. The additional studies were necessary due to different land use scenarios related to the treatment of Housing Element Sites and Non-Housing Element residential amendments that were required to be run separately and ahead of the non-residential changes due to Housing Element certification requirements.

Deliverable(s)
- Two (2) additional Article XXVII Traffic and Land Use Impact Analysis.

(New) Task 20: LEAP Submittal Assistance
LEAP close out report. Work already completed as directed by City Staff.

Deliverable(s)
- LEAP Close Out Report submitted to State HCD.

(New) Task 21: FAR Testing for Artesia, BCHD, and Other PI Properties
This task is intended to support an evaluation of the City's institutional FAR approach. Additionally, this task would also include the study of Artesia FARs, including the

investigation of development standards, development capacity, and building height. Analysis may include visual aids so that decision makers can better understand the massing and tradeoffs associated with a 1.5 FAR.

(Optional with additional budget) The City may also choose to evaluate FAR and additional development standards for PCH and the overlay areas, which would require a separate budget.

Deliverable(s)

- FAR Public Institutional memorandum.
- Visual aids in support of FAR discussions."

SECTION 2. EXHIBIT "B" SCHEDULE FOR COMPLETION of the Amended Agreement is hereby amended as follows:

"The term of this Agreement shall extend to March 31, 2026 ("Term") unless otherwise terminated as herein provided. The Amended Agreement shall automatically renew for a subsequent nine (9) months 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, 2026."

SECTION 3. EXHIBIT "C" COMPENSATION of the Amended Agreement is hereby amended and revised to increase the total cost for this Seventh Amendment in the amount of $187,474 which increases the total compensation amount from $2,272,372 to an amount not to exceed $2,459,846.

Standard Fee Schedule

PlaceWorks – 2025 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	$210–$345
Associate Principal	$195–$285
Senior Associate II	$170–$270
Senior Associate I	$160–$235
Associate II	$135–$200
Associate I	$125–$185
Project Planner	$105–$175
Planner	$90–$155
Graphics Specialist	$90–$165
Administrator	$135–$245
Clerical/Word Processing/Technical Editor	$45–$170
Intern	$80–$125

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

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Compensation

The compensation to perform the additional scope of work shall not exceed $187,474.

Table 1. Compensation

TASK	SEVENTH AMENDMENT AUGMENT
LABOR EXPENSES	
Task 2.5: Study Sessions and Public Hearings Additional time and budget to prepare materials/maps/data in support of future City Council public hearings.	$9,500
Task 8.5: Draft Environmental Impact Report Edits Additional out of scope work performed during summer and fall of 2024 to analyze contemplated BCHD FAR of 1.25 and "bifurcation" of Housing Element implementation and other residential amendments.	$10,000
Task 8.9: CEQA Project Management Additional time required to reference and confirm that the scope of the remaining General Plan Element updates and the Non-Residential related update actions are within the scope and purview of the completed FEIR.	$5,600
Task 9.6: Article XXVII – Traffic Impact Analysis (Two Additional Runs) The original scope was for one (1) Article XXVII analysis to address all Land Use Plan changes associated with the General Plan Update. Two (2) additional Article XXVII analysis are required related to the Housing Element Sites and Non-Housing Element residential amendments and then separately all proposed non-residential changes.	$92,774
Task 14: Article XXVII – Additional Buildout Data Required to Support Traffic Analysis Preparation of two (2) additional studies and identified measures required to meet the provisions of Sections 27.4 b. and 27.5 a. 3 & 4 of Article XXVII traffic studies.	$20,500
Task 10.1: Project Management Extend Project Management for an additional 9 months for anticipated project completion in November 2025.	$4,200
Task 10.2: Project Team Meetings Extend Project Management for an additional 9 months for anticipated project completion in November 2025.	$10,000
NEW TASKS	
(New) Task 20 LEAP Submittal Assistance LEAP close out report; work already completed as directed by City Staff.	$4,900
(New) Task 21 FAR Testing for Artesia, BCHD, and other PI properties This task is to evaluate the City's institutional FAR approach. Additionally, this task will study Artesia FARs, including development standards, development capacity, and building height.	$20,000
Contingency and Reimbursables	$10,000
Grand Total Labor	**$187,474**

SECTION 4. MODIFICATION

Except as expressly set forth herein, the Agreement, the First Amendment, the Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment shall continue in full force and effect. The Agreement together with the First

Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and this Seventh Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency between this Seventh Amendment and the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment the terms of this Seventh Amendment shall prevail. This Seventh 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 Seventh Amendment as of this 18th day of March 2025.

CITY OF REDONDO BEACH
A chartered municipality

Signed by:
For
73563B93D8B8469...

James A. Light, Mayor

Paige Kaluderovic,
Mayor Pro Tempore

PLACEWORKS, INC.
a California Corporation

Signed by:
Wendy Nowak
AA27F1E389504BE...

By: _____
Name: wendy Nowak
Title: Principal

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...

Eleanor Manzano, City Clerk

APPROVED

Signed by:
Diane Strickfaden
ABED8CF35EEF48C...

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

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

Michael W. Webb, City Attorney