# 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:

- 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. <u>Term and Time of Completion</u>. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- 3. <u>Compensation</u>. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

## **GENERAL PROVISIONS**

- 1. <u>Independent Contractor</u>. 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. <u>Brokers</u>. 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. <u>Changes and Extra Work</u>. 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. <u>Business License</u>. 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. <u>Insurance</u>. 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. <u>Compliance with Laws</u>. 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. <u>Limitations upon Subcontracting and Assignment</u>. 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. <u>Subcontractors</u>. 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. <u>Amendment</u>. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
- 19. <u>Conflicting Provisions</u>. 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. <u>Non-Exclusivity</u>. 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. <u>Time of Essence</u>. Time is of the essence of this Agreement.
- 23. <u>Confidentiality</u>. 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. <u>Third Parties</u>. 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. <u>Interpretation</u>. 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.
- 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. <u>Severance</u>. 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. <u>Waiver</u>. 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

PLACEWORKS INC.

By:

Name: Keith

Title: Principal

ATTEST

APPROVED:

C(ty Clerk

Risk Manager

APPROVED AS TO FORM:

City Attorney's Office



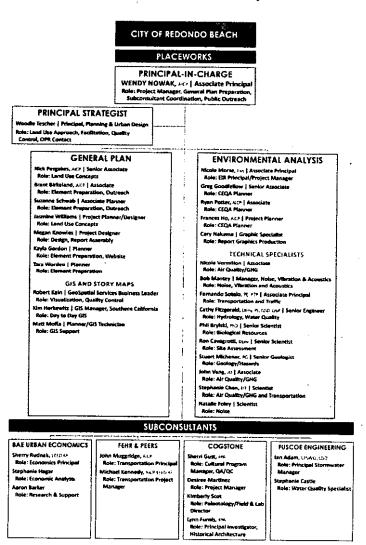
#### **EXHIBIT "A"**

## 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 inperson 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.



ŧ

## 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 ArcVlew 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 ArcVlew 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 statelicensed 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, offroad 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<sub>10</sub> and PM<sub>2.5</sub>). 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 commentsinteractions, 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

AND ADOLESIA	Approving the Elements	1. Screencheck Draft 2. Public Review Draft 3. Hearing Draft & Final Adoption Final Adoption	Dublic Intellegence	Planning Commission Public Hearing Offy Council Public Hearing Coastal Commission (separate effort)
PLAN PREPARATION AND ADOLD	Preparation of Documents	General Plan Elaments	Public Involvement	General Pan Advisory Committee     Scoping Meeting     Community Workshop     City Counnity Workshop     Project Website (Optional)     Online Feedback (Optional)
ICY DEVELOPMENT	Preparation of Documents	Develop the Land Use Plan	Public Involvement	Anthory Committee Workshops Planning Commission Briefings its (Optional)
PLAN AND POLICY	Element Approach and Prepar	Land Use Element  old Gruty-Goist-Totalon and  dryfulla Broukreas-anders; old Eliment  old Eliment  old Den Space Brown,  and Open Space Brown,  old Den Space Brown,  old Grand Grand,  old Grand,  follow Up Research  old Grand,  old	13 <b>967</b>	General Plan Advisory Committee Community Workshops  Gity Council/Planning Commission Briefings Project Website (Options)  Online Feedback (Options)
ONS	Evaluation	Rollsy Rejected Groeus Area Geals Lend Was Demands and Opportunitias Genstrefuts	ment ***	ietings
<b>BASELINE CONDITIONS</b>	Getting Smart	Project Background  otinidationancan oti	Public Involvement	General Plan Advisory Committee Stakeholder Interviews Community Workshops City Countily Planing Commission Briefings Project Website (Optional) Online Feedback (Optional)



## **EXHIBIT "B"**

## SCHEDULE FOR COMPLETION

<u>Term</u>. 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

## OTH OF REDONDO BACH - GENERAL PIAN EEMENTS UPDATE AND PROJECT ER Project Schedule

	obscols										A . C . T . C . T . C . T . C . T . C . T . C . T . C . C				7	7 7 7 7			
	1 7 that as from Branding Temperature and Branding	_			-														7
	Cew ages our samed numbers and ages of the court of	ш		3			+			<u> </u>									- :
	Lis Date Jamening and Neview										<del> -</del>	1	-	İ	İ			1	1
	2.1. Severop Community Paradopation Plan																		ř
	2.2 Stalesholder Interviews	×		-  -	- - -		+				+			- 1					
					×	×	×	×	×	- <del> </del> -	+	-  -						-1	1, 1
	2.5 Study Sessions and Public Hearings (4 mites)		1	<u> </u>	1		× i				×		4	-		-1-	-	•	-
																が対応	THE PARTY	別を始める場	15 26
									,		4		4115	400	11 6 7 11	<b>建筑建</b>	X 82	Eg San A	1 2
	31. tand Use and Urban Form			1				-											, A
	3.2 Review of Ensting General Plan Land Use and Zoning										+			-	- 1				
	3.4 Den egraphic and France Parets Accided								-	<u> </u>	-	-	- 4	1.		-	-	~;	
	Secondaries and Contains and Party of the Co										1	-  -	1		+	-	-		1
	Carlotte and Reformation the Description		- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1															,	
The control of the co	4.2 Forbusing and the Coulement Collider												, ,						
The state of the s	1						-					1	-	; ;	1	-	1	1.	
The state of the s	1.4 Evaluate Fiscal Impects of Land Use Scenarios		<del> </del>	1				-					<u> </u>			-	1-		-
The state of the s	1.5: Update Land Use Goals and Policies														<u>.</u>		-		i.
The state of control of the state of control of the state of control of the state o	MANE S. PREPARE DRAFT CONSERVATION, RECREATION & PARKS, AND OP	PRINCIPAL PRINCIPAL											1				-		
The continue of the production	1. Evaluate Conservation, Parks and Recreation and Open Space Goals and					1							* 14	上の大学を	ではは次には		- F.O.		
And the second was trained and by an edge mixed channel and the second was trained and by an edge mixed channel and the second channel an	Policies														-				L
The Control of Control	2 Update Conservation, Recreation and Park and Open Space Dement and				+	1						1			- - - :		. ,		
TO THE PARTY OF TH	TOTAL S									7					_				
The first interpretation of th	ASS 6: PREPARE UPDATED MAPIEMENTANOM PLAN													-				1	
The control of the first wing does in the control of the first wing does in the control of the first wing does in the control of the first wing does in the control of the first wing does in the control of the control	richale optime unpermentation fram						1.7											× ×	
The control of the co	AND A MEMBER REVISED GENERAL PLAN FLEMENTS											•					- - -		
TO COLD A COUNTY DESCRIPTION OF THE PROPERTY O										۲							1		200
The Constitution of the Co	3 Elyment Production	++++	+	+						-				1	1	1		-	*
The stand of the standard of t	ASC BLOCKED PROCESS										3								÷
The control of the co	janital sudy/NOP														2 30 But			1.00	C. S.
To be supported to the support of th	2 Public Scoping Meeting	-	-	-			1					=;	_				1 1 1		-
To the first of th	Program EIR Environmental Analysis												- i						-
THE IN THE PROPERTY OF THE PRO	:							-	+					1	-				-:
And after the toward of the property of the pr	•	 							-				See publicies	P					1
Colvering and Project Management Colvering and Project Management Colvering and Project Management Colvering and Project Management Colvering and Project Management E. Triching and Project Management E. Triching and Project Management E. Triching and Project Management Colvering and Project Management E. Triching and Project Mana		1	1		+										1			1 .	L
Contentions and to the fact that the fact th		1	1	1	<u> </u>				=======================================						1	-	<u> </u>	-	} 
CON Antering and the Pints  Control to State of the Pints  State o	9 CLOA Meetings and Project Management	-															=	-	
CONTROL MANAGEMENT  ATTENDING TO THE PROPERTY OF THE PROPERTY		-	†												18.5	超级的 医丁克	<b>阿拉斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯斯</b>	10	
The first of the f		Z											_	-		×	を	-7.5	
congrad state of security and s						4					,		Ş	÷	1000	THE SERVICE	H 10 S 12 S 4	124	17.6
to Galificand Girds Emissions.  A substance of the State	Foodpical Resources Coopport and Soils									-						-			
district Association of a particular of the control	G Emissions	1			L	ded server in		44.4						ī	-			-	+-
one and Marketon This most charged in the Streets The choice of Marketon and Streets The choice of Marketon and Streets The choice of Marketon and Streets The choice of Marketon and Streets The choice of Marketon and Streets The choice of Marketon and The Charge and The Charg	Cultural Assources	1													-			-	:
The Property and Stommeter Using Systems (1) of the Property o	:						*	1			1	1		,	- 1				
10. PRODECT (DUNINSTRATION) Obt CAMMINISTER OF A STANCE OF A STANC	Water Waterware and from party little forms	-								-	]			:	-	:	-		_ :
OptifAmmilieration and Schedule	ASC 10, PROJECT ADMINISTRATION												-	-		1	-		*
Opti Maragerini Melaling		1 1 1 1			1.1														
	oject Management Meetings														深. 网络红	<b>经验的</b>	<b>1978</b> 878	(1)	L



## **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. <u>Amount</u>. 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.
  - 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

Redords Besch General Plan Elements Update and ER. COST PROPOSAL.

00515 0515 0511		LACEWORKS REMBURSABLES 101AL DW of Labor for Ma culture our Rolabur
	PLACENDRY REMDISSARES TOTAL TWO ILENE WE WERE THE BENEVE THE PRINCES (REMEDIS) SOUTH SERVICES TO THE THE SERVICES OF THE SERVI	
METERS 67 MARKET ST. SERVICE ST. ST. ST. ST. ST. ST. ST. ST. ST. ST.	220   The column   120   The col	State Asset State Section Sect
DW 123 CO	3	U.S.): Type 2 comm. Moved for St. Community Co
60 (51), COS (50, COS) (12,148)		PHASE 10, PROJECT ADMINISTRATION IN AMERICAN PROPERTY OF THE P
	6	Conset, waterward, and Standard Caley Systems Plant of Dickland
12,148		9 blings treat Analysis
879,000		Alghra Amorre
2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Control of the contro
OS   OS	ı	PIASES, TECHNICAL STUDES IN THE PROPERTY OF THE PERSON OF
		CEOA Februa Meropenera
Н		8 / Miggard Marienty or Reporting Program 8 Me metry, of East & Steemen of Overday Constantions
		8.5 Craft CR In Public Reason 3 of Frank R
St. 123	88	Program Envelormental Impact Report
512 645		Puttic Scoping Mayoring
CC CT CC CC CC CC CC CC CC CC CC CC CC C		Z 8. CEGA RÉVIEW PROCESS IMPROMEMBLE
00'114   00	9 77 0	Press 7. Subfres
)		7.2/Entrary Format and Stateship
(2) 121   67   67   68   13   14   15   15   15   15   15   15   15		
	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	The Court of the second
12 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
	2	Element and Poticies Present Enderson
	39 39	Goats and Policide
titing the party of the training		PASSE 3: PREFARE DRAFT CONTERVATION, RECREATION AND PARKS; AND OPEN SPACE ELEMENT AN
10 10 10 10 10 10 10 10 10 10 10 10 10 1	22 a (5) (56)	Update Land Lev Et men Phage 4, Subvery 24
33.00		Eveluate Fraits Impacts of Land Use Scenarios
27 (27 (27 (27 (27 (27 (27 (27 (27 (27 (	9.9	4 (Optable and Refers Land Use Degrann 4 (See superfer Levis Use Could and Policies.
9 o 6 o 174 tay 776 ta say on 194 to 195		
	3	(Chrystell and Lemons, 1 and Arabes Phase 3 Subset 22
01	2 0	CHANNE of Evalua General Plant and Louis and Zoring
185C) 00 01 08EC 00 10	The second secon	PHARE J. REVIEW EXISTING CONDITIONS AND DATA.
14 15 15 15 15 15 15 15 15 15 15 15 15 15	2	Physical Current to Chylingside grounds and the file
200	2	
01172	3 3	
	,	
000 013 000 013 013 013 013 013 013 013	123 Pa	Colonia Colonia and Colonia Co
1270	2 2 2 2	
THE REPORT OF THE PERSON OF TH		Ш
The column   Column	1004 4005 9665 9705	SE 1. PROJECT BATTASTON
CONT. (CERTAIN CONT.)   Design   Period in Charge County of Strate Budger Period (1915) Franke Strate Period (1915) Franke Strate Str	Merc Plenting &	
ŀ	Part Table 1 The Collection 1	TiodeA

Place Works



### **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.

