

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

THIS SECOND AMENDMENT ("Second Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and RINCON CONSULTANTS, INC., a California corporation ("Consultant" or "Contractor").

WHEREAS, on August 20, 2019, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement") to perform the environmental review for the project located at 100-132 North Catalina Avenue; and

WHEREAS, on June 16, 2020, the parties hereto entered into a First Amendment to the Agreement ("First Amendment") to extend the term to June 20, 2021; and

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

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

1. Scope of Services: Exhibit A is hereby amended as follows:

**"Project Management**

Project management shall involve staff and subconsultant coordination, regular coordination meetings with City staff, and additional as-needed meetings at key points in the process. This task also includes internal coordination with our project team, coordination with Fehr & Peers, and on-going project management responsibilities such as cost and schedule tracking, progress reporting and invoicing.

**Task 1. Prepare Initial Study and Notice of Preparation**

A draft of the Initial Study has been prepared under the original contract for the IS-MND. All thresholds that are found to be less than significant in the Initial Study shall be eliminated from further review in the EIR. Rincon shall finalize the Initial Study and prepare the Notice of Preparation (NOP) to be circulated for the required 30-day comment period. Rincon shall submit the Initial Study and NOP to the State Clearinghouse and circulate the NOP to other agencies and interested parties. The City shall be responsible for the radius mailing. The NOP, the Initial Study, and all correspondence received in response to the NOP shall be attached as an appendix to the Draft EIR. If the scoping comments identify issues beyond

the scope of this amendment, a finalized scope for the Draft EIR shall be defined after all comments on the NOP have been received.

### **Task 2. Scoping Meeting**

Rincon shall prepare for and conduct one public scoping meeting. Rincon assumes that the meeting shall be held virtually, and the City shall provide public notices of the meeting. Rincon shall be responsible for a PowerPoint presentation and any other presentation graphics.

### **Task 3. Administrative Draft Environmental Impact Report**

The Administrative Draft EIR (ADEIR) shall be prepared in accordance with the State CEQA Guidelines, which set the standards for adequacy of an EIR. Specifically, the CEQA Guidelines state that:

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

Where possible, Rincon shall incorporate information from existing environmental and planning documents that apply to the site and project. As necessary, Rincon shall conduct original research to augment existing information. Rincon shall provide electronic copies of the ADEIR, which shall include the specific components described below.

#### Summary

The EIR shall contain a summary of the proposed project and its environmental effects. This information shall be presented in tabular format to simplify review by decision-makers and the general public. This table shall include:

- A synopsis of issue-specific environmental impacts by issue area by level of significance
- Mitigation measures required for any identified significant impacts
- The residual effects after mitigation
- A synopsis of the alternatives reviewed and their associated impacts
- Identify areas of known public controversy and issues to be resolved

#### Project Description

The EIR shall include a project description that describes proposed land use changes and controls, planned structural or landscape modifications, operational or other features, policies and programs that have been incorporated into the project to minimize potential environmental or land

use conflicts. Textual, tabular, and graphic presentation shall be included as necessary to facilitate a thorough understanding of the proposal.

### *Introduction and Environmental Setting*

The EIR shall include introductory sections required by CEQA that lay the groundwork for and summarize the substantive analysis to follow. The introduction shall describe the purpose and legal authority of the study, scope and content of the EIR, a discussion of lead, responsible and trustee agencies, and a brief project history. The environmental setting shall provide a general description of existing conditions in Redondo Beach and the project area. The regional environmental setting shall also contain a discussion of cumulative development in the area utilizing a cumulative project list developed in consultation with the City and Fehr & Peers specifically for this project.

### *Impact Analysis*

Each environmental discussion shall include the following:

- Setting
- Impact Analysis
- Mitigation measures for identified significant impacts
- Level of significance after mitigation

The setting for each section shall describe existing conditions relevant to the given issue area based on existing data sources. Sources shall include the City's General Plan elements, other relevant environmental documents prepared during the last five years, data provided by the City, and the results of reconnaissance visits to the site.

The impact analysis shall include a discussion of the methodology used to quantify or determine impacts and the criteria for determining significance. Where possible, impacts shall be quantified. If existing data does not allow definitive quantification, reasonable assumptions shall be used to qualitatively forecast potential impacts. Cumulative impacts shall also be analyzed based on a list of planned and pending projects in and around the City.

Rincon typically orients analyses around clear impact statements that are separately highlighted in the text. This allows a more precise statement of the specific issue at hand and sets the stage for the technical discussion that follows. For impacts that warrant mitigation measures, they are indexed to and immediately follow the numbered impact in question. Rincon has found that such an approach focuses the analysis and becomes clearer for the public and decision-makers to follow.

Mitigation measures may include design measures and programs proposed by City staff and the consultant team. All mitigation measures shall be presented in wording that can be directly applied to conditions of approval.

The Administrative Draft IS-MND identifies eight issue areas that shall require mitigation to reduce impacts to less than significant. The impact analyses for the following issues areas shall be prepared under the EIR:

- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Noise
- Transportation
- Tribal Cultural Resources

#### Other CEQA-Required Discussions

This section of the EIR shall discuss the growth-inducing effects of the proposed project and significant irreversible environmental changes. Drawing on the information provided in the regional setting and the preceding issue discussion, the growth inducing impacts analysis shall address the potential for the project to directly induce population or economic growth or remove obstacles to growth in the area. The significant irreversible environmental changes discussion shall summarize the significant impacts of the project and discuss other irreversible changes that may result.

#### Alternatives

The EIR shall analyze up to four alternatives. These shall include the CEQA-required “no project” alternative and three alternative buildout schemes. Rincon recommends finalizing the alternative descriptions after completion of some of the preliminary analysis in order to ensure that the studied alternatives address significant impacts of the proposed project. Rincon shall work directly with City staff to identify alternatives.

Evaluation of alternatives shall be in less detail than for the proposed project, though the analysis shall provide sufficient information to allow decision-makers to select a project alternative if they chose to do so. To that end, the analyses shall be quantified and impacts for the alternatives shall be compared to applicable thresholds of significance in order to make a significance determination for all issue areas.

The applicability of mitigation measures required for the proposed project shall be discussed for each alternative and, as necessary, additional mitigation measures shall be developed.

This section shall also discuss alternative sites and identify the environmentally superior alternative. If the “no project” alternative is determined to be environmentally superior, the EIR shall identify the environmentally superior alternative among the remaining scenarios.

#### **Task 4. Draft Environmental Impact Report**

This task involves the production, editorial work and communication processes to publish the Draft EIR for circulation to the public and concerned agencies. Rincon shall produce a screen check Draft EIR for City review and, upon receipt of final City comments on the screen check, shall publish the Draft EIR. Rincon shall prepare a Notice of Completion (NOC) and a Notice of Availability (NOA). Rincon shall file the NOC with the State Clearinghouse and produce up to 10 hard copies of the Draft EIR. Rincon shall file the NOA with the County Clerk and send the NOA to agencies and other interested parties. The City shall be responsible for publishing the notice in a local newspaper and the radius mailing.

#### **Task 5. Final Environmental Impact Report**

The final formal stages of the EIR process involve responding to comments and final publication tasks. Through this process, final changes and policy decisions concerning the project shall be made. Rincon’s work effort for this task is described below.

##### **Responses to Comments/Administrative Final EIR**

Subsequent to receipt of all public comments on the Draft EIR, Rincon shall prepare formal responses and publish an Administrative Final EIR for City review. This shall include a list of commenters, comment letters, responses to comments, and any added or revised text of the Draft EIR that may be necessary. This scope assumes that 42 hours of professional time shall be sufficient to respond to the volume of public comments. The final version of the responses to comments shall be incorporated into the Final EIR. All responses shall include reasoned analysis, referencing the analysis contained in the EIR and augmenting with additional analysis as appropriate.

##### **Final EIR Publication**

Rincon shall deliver a PDF version of the document to the City for website posting. Upon certification of the Final EIR and project approval, Rincon shall deliver up to five bound copies of the Final EIR. If the project is approved, Rincon shall be responsible for filing a Notice of Determination (NOD) with the County Clerk (but note that the required filing fees

including California Department of Fish and Game fees are not included in the cost estimate).

**Mitigation Monitoring and Reporting Plan**

Rincon shall prepare a mitigation monitoring and reporting plan (MMRP) in accordance with City requirements. The MMRP shall be provided in a format designed for use by planners, environmental monitors, or code enforcement officers. Essentially, this plan shall take the form of a detailed table, which shall compile all the mitigation measures developed within the body of the EIR, as well as information necessary to monitor compliance with each measure. The program shall include:

- Suggested wording as a condition of approval
- Identification of persons/agencies responsible for monitoring compliance with each condition
- Timing when monitoring must occur
- Frequency of monitoring
- Criteria to be used to determine compliance with conditions

**Findings and Statement of Overriding Considerations**

Rincon shall prepare the required CEQA Findings and a Statement of Overriding Considerations (SOC). These shall be prepared in accordance with CEQA Guidelines sections 15091 and 15093, and in the City's preferred format.

**Task 6. Technical Approach to the Transportation Analysis**

Fehr & Peers' technical approach shall be the same as discussed in the original proposal dated June 13, 2019. The following is Fehr & Peers' scope of work for the EIR:

- Alternatives Analysis: Fehr & Peers shall develop VMT estimates for the project alternatives identified by the City and compare them to the City's VMT significance thresholds to identify potential transportation impacts. This analysis shall require up to two SCAG model runs. Level of Service (LOS) analysis shall not be conducted for project alternatives.
- Report Updates: Fehr & Peers shall develop two separate reports (CEQA and Non-CEQA) and shall update the CEQA report to incorporate our analysis of mitigation strategies and project alternatives.
- Response to Comments: Fehr & Peers shall respond to up to two rounds of public comments on the transportation section of the EIR
- Public Hearings: Fehr & Peers shall participate in up to two public hearings for the EIR."

2. **Term:** Exhibit B is hereby amended to extend the term of the Agreement from June 20, 2021 to December 31, 2021.

3. Compensation: Exhibit C is hereby amended as follows:

"The Agreement is hereby amended to increase the total cost from \$99,921 to an amount not to exceed \$179,058. This amount includes an increase in the cost of the traffic analysis to be performed by Fehr & Peers from \$36,035 to \$49,055. The costs for the additional services provided in this Second Amendment shall be as follows:



**RINCON CONSULTANTS, INC.**  
100-130 Catalina Avenue Project

**Cost Amendment**

			Principal II	Supervisor I	Professional III	GIS/CADD Specialist I	Production Specialist	Clerical
Tasks	Labor Cost	Hours	\$240	\$195	\$130	\$112	\$88	\$75
Administrative Draft EIR								
Project Description and Intro Sections	\$3,172	22	2	4	12		4	
Environmental Analysis (8 sections)	\$18,672	132	8	16	96	4	8	
Alternatives	\$6,938	49	2	6	40		1	
Other CEQA-Required Sections	\$1,670	11	1	2	8			
Public Review Draft EIR	\$8,608	56	6	16	24	2	8	
Final EIR								
Response to Comments	\$6,596	42	4	12	24		2	
MMRP	\$1,758	12	1	2	8		1	
Findings/State of Overriding Consideration	\$3,866	24	4	6	12		2	
Publication of Final EIR	\$3,304	24		8	8		8	
Public Meetings (2)	\$4,350	20	10	10				
Project Management	\$4,230	24	6	12				6
<b>Subtotal Cost</b>	<b>\$ 63,164</b>	<b>416</b>	<b>\$ 10,560</b>	<b>\$ 18,330</b>	<b>\$ 30,160</b>	<b>\$ 672</b>	<b>\$ 2,992</b>	<b>\$ 450</b>

**Direct Cost Summary**

Miscellaneous Expenses	\$ 1,000
F&P	\$ 13,020
General & Administrative	\$ 1,953
<b>Subtotal Additional Costs</b>	<b>\$ 15,973</b>

**Summary**

Professional Fees Subtotal	\$ 63,164
Direct Costs Subtotal	\$ 15,973
<b>Total Project Budget</b>	<b>\$ 79,137</b>

Professional Services - are based on Rincon's standard fee schedule and labor classifications. The above is provided as an estimate of Rincon's effort per task. Rincon may reallocate budget between staff and tasks, as long as the total contract price is not exceeded.

Annual Escalation - Standard rates subject to 3% escalation annually

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

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties have entered into this Second Amendment as of this 2nd day of February, 2021.

CITY OF REDONDO BEACH

RINCON CONSULTANTS, INC.

\_\_\_\_\_  
William C. Brand, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

APPROVED:

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

ATTEST:

\_\_\_\_\_  
Eleanor Manzano, City Clerk