

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

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Rincon Consultants, Inc., a California corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

\* \* \* \* \*

**GENERAL PROVISIONS**

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials,

shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. 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. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.

8. 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.
9. 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.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. 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.
12. 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.

13. 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.
14. 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 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.

15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. 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.
17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
18. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. 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.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. 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.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. 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.
29. 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.
30. 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.

31. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. 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.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. 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.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 6th day of April, 2021.

CITY OF REDONDO BEACH

RINCON CONSULTANTS, INC.

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

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

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

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



## **EXHIBIT "A"**

### **PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES**

#### **PROJECT DESCRIPTION**

Prepare a Parking Study for the Artesia Aviation Corridors Area Plan (AACAP), and California Environmental Quality Act (CEQA) documentation for the amendments to Article 5, Parking Regulations, of the City's Zoning Ordinance and the land use amendments associated with the AACAP.

Both the land use and parking standard amendments shall be analyzed in one Initial Study-Negative Declaration (IS-ND).

The traffic sub-consultant Fehr & Peers shall concurrently prepare the Implementation Parking Study that shall create and support a parking plan under the AACAP update.

#### **SCOPE OF SERVICES**

It is assumed that all project impacts can be mitigated to a less than significant level and that an environmental impact report (EIR) will not be required. If during the course of the preparation of the IS it is determined that one or more issues will or may have significant and unavoidable impacts, Rincon shall notify the City immediately to discuss an appropriate course of action.

#### **Task 1 – Project Kickoff**

Rincon team shall organize a virtual kick-off meeting with City staff. Rincon shall use this opportunity to collect any relevant studies and information not already transmitted, confirm study objectives, and establish an operational protocol.

#### **Task 2 – Administrative Draft IS-ND**

Rincon shall prepare an internal review (Administrative) Draft IS-ND based on the City's preferred format, the CEQA Guidelines Appendix G checklist. The Administrative Draft IS-ND shall address all items on the environmental checklist. The analysis shall be programmatic in nature, focusing on the overall effects of the proposed amendments. As appropriate, prescriptive mitigation shall be developed for potentially significant effects. Rincon shall submit an electronic copy of the Administrative Draft IS-ND for City review in PDF and/or Word format.

#### **Task 3 – Public Review Draft IS-ND**

Rincon shall respond to City comments on the Administrative Draft IS-ND and prepare the Public Review Draft IS-ND. Rincon shall be responsible for preparing and mailing the Notice of Intent (NOI) to adopt an IS-ND to responsible agencies, file the NOI with the County Clerk, and prepare a newspaper notice. The City shall be responsible for publishing the NOI in a local newspaper. Rincon shall provide one electronic (PDF) copy of the Public Review Draft IS-ND for posting on the City's website and up to 20 bound or CD copies. The City shall be responsible for radius mailing for CEQA noticing.

#### **Task 4 – Final IS-ND**

Upon receipt of public comments on the Public Review Draft IS-ND, Rincon shall prepare draft responses to comments for City review and prepare the Administrative Final IS-ND. The Mitigation Monitoring and Reporting Program (MMRP) shall be a table listing all mitigation measures and indicating what monitoring actions are required, the department(s) responsible for monitoring, and when monitoring is to occur. Prior to or following IS-ND approval, Rincon shall provide a PDF of the Final IS-ND (including responses to comments and the MMRP) on CD and up to 10 bound or CD copies. Rincon shall file the Notice of Determination (NOD) and the City shall pay applicable filing fees.

#### **Task 5 – Public Hearings**

Rincon shall attend two public hearings on the project. If needed, Rincon staff shall make a presentation summarizing the environmental review process and IS-ND conclusions. Rincon staff can attend additional hearings in accordance with Rincon's standard fee schedule.

#### **Task 6 – Project Management**

This task addresses project coordination and management. Rincon shall participate in bi-weekly conference calls with City staff throughout the CEQA process. These meetings shall serve as a forum to review working schedules and details for scheduled tasks shall be discussed.

This task also includes internal coordination with Rincon's project team, coordination with subconsultants, and on-going project management responsibilities such as cost and schedule tracking, progress reporting and invoicing.

#### **Parking Study Scope of Work**

The tasks below outline Fehr & Peers' approach to completing the Parking Study.

##### **F&P Task 1.1 – Estimate Existing Residual Parking Capacity & Parking Management Triggers**

As part of the AACAP update, Fehr & Peers conducted inventory and occupancy counts of existing parking throughout the Corridor Area Plan. Fehr & Peers collected new counts of existing on-street and off-street parking supply and utilization during one weekday and one weekend midday peak period, which identified available parking supply. Using parcel data provided by the city and the existing parking utilization data, Fehr & Peers calibrated an existing conditions shared parking model, to be used to estimate future parking demand.

Due to existing available parking in the AACAP, there is the capacity to increase land intensity without necessarily increasing the parking supply. Using parking demand ratios from the Urban Land Institute (ULI) Shared Parking, Third Edition (2020) manual, Fehr

& Peers shall estimate the residual capacity for land use growth for a range of different uses, targeting an overall parking occupancy percentage of 85% in the corridor as an effective capacity. This shall provide the City with information for how much organic land use growth could occur on the corridor before the need to implement parking management strategies and/or parking supply increases.

### **F&P Task 1.2 – Parking Management Strategies & Recommended Amendment to the City’s Existing Parking Regulations**

Fehr & Peers shall evaluate best practices in other nearby coastal cities with similar parking management goals intended to balance future land use impacts with projected parking demand. This analysis would identify parking and land use ratios adopted by nearby cities in areas similar to the Aviation Artesia Corridor (like Long Beach’s 2nd Street corridor) and explore the successes and/or shortfalls of curbspace management tactics such as pricing. Policy and management recommendations that consider weekday, weekend, daytime, nighttime, and seasonal demand patterns, as well as management of the parking supply through time limits and long-term/short-term controls.

Policies for administering a district parking strategy, such as a framework for evaluating the need for and implementation of parking supply as demand increases in the future, as well as funding strategies, such as in-lieu fees would be summarized as well. Fehr & Peers shall identify “flexible” parking standards/regulations that could support addressing the increased development of the preferred uses, namely restaurants and in some cases medical office (higher parking rate than professional office).

### **F&P Task 1.3 – Parking Implementation Plan Report & Public Meetings**

Fehr & Peers shall prepare a concise draft and final parking implementation plan report. Fehr & Peers is including three public hearings / workshops over the course of the parking implementation plan.

### **Technical Approach to IS-ND**

The IS-ND shall address each issue on the CEQA checklist.

- Aesthetics: Long-term visual impacts (i.e., visual character and views from adjacent areas) resulting from the proposed amendments shall be reviewed based on a visual survey of the AACAP area. The analysis shall also consider light and glare impacts from street lights, vehicle headlights, and building lights.
- Agriculture and Forestry Resources: The IS-ND shall confirm that there would be no effect on farmland or forestland and that the project would not convert such lands to another use.

- Air Quality: Emissions associated with construction and operation under the AACAP shall be quantified using the California Emissions Estimator Model (CalEEMod) and compared to the South Coast Air Quality Management District (SCAQMD) thresholds of significance. Consistency with regional air quality plans shall also be evaluated.
- Biological Resources: Given the developed nature of the AACAP area, no sensitive biological species or habitat are expected to occur in the plan area. Conditions shall be confirmed.
- Cultural Resources: This discussion shall rely on readily available information, such as aerial photographs, and shall cite appropriate provisions of the CEQA Guidelines. The historic analysis shall include a windshield survey to identify potential historic resources. The cost estimate includes a South Central Coast Information Center (SCCIC) records search. The analysis shall be provided in memo that shall be included as an appendix to the IS-ND.
- Energy: The analysis shall include qualitative and quantitative evaluation of energy consumption resulting from estimated construction and operation derived from the CalEEMod data.
- Geology and Soils: Based on readily available sources, this analysis shall identify existing regional and local geology and soils constraints (such as liquefaction, compressible soils, and subsidence). As necessary, the analysis shall identify erosion control criteria and grading requirements to achieve consistency with the City's geologic and grading standards and policies.
- Greenhouse Gas (GHG) Emissions: The GHG analysis shall quantitatively assess GHG emissions using CalEEMod. Emissions shall be compared to applicable thresholds, including the threshold currently recommended by the SCAQMD. The discussion shall also compare the proposed amendments to applicable plans and policies such as the City's Energy Efficiency Climate Action Plan and the Southern California Association of Government's (SCAG) Sustainable Communities Strategy (SCS).
- Hazards and Hazardous Materials: Hazard conditions shall be examined based upon readily available data from agency databases, field observations, and any available technical studies. If potentially significant impacts are identified, a mitigation program shall be developed.
- Hydrology and Water Quality: Existing hydrology/drainage data for the AACAP area shall be reviewed to identify any existing localized flooding or drainage problems. The review shall consider changes in absorption rates, drainage patterns, storm drain improvements, and downstream effects. The potential impacts associated with the violation of water quality standards or waste discharge requirements shall also be analyzed. Standard Urban Stormwater Mitigation Plan (SUSMP) and National Pollutant

Discharge Elimination System (NPDES) requirements shall be referenced and incorporated as appropriate.

- Land Use and Planning: This discussion shall analyze the relationship of the proposed amendments to applicable planning policies and ordinances, including the City's General Plan and Development Code.
- Mineral Resources: This discussion shall verify that there would be no effect upon mineral resources.
- Noise: Potential noise impacts associated with construction and operation under the proposed amendments shall be analyzed. Due to the current restrictions associated with COVID-19 there is a reduced use of area roadways, so noise measurements taken at this time may not be representative of typical pre- or post-pandemic conditions. Therefore, background noise shall be calculated using the Federal Highway Administration Traffic Noise Model (FHWA TNM) acoustic algorithms, or similar model, and shall be based on traffic volume counts provided in the project traffic report, which assumes an eventual return to pre-pandemic traffic volumes.
- Population/Housing: The analysis shall discuss the potential for the proposed amendments to result in growth inducement or residential displacement.
- Public Services: The project's effects related to the provision of services, including fire, law enforcement, educational, and recreational services, shall be evaluated. Data sources shall include readily available documents, such as the City's General Plan, and contact with affected agencies.
- Recreation: The analysis shall address direct impacts to local recreation facilities as well as indirect impacts associated with increased demand for recreational facilities. Data sources shall include the City's General Plan and General Plan EIR.
- Transportation/Traffic: Based on Fehr & Peers' scope of work, because the parking implementation study is likely to be primarily management/policy focused and not include any development of proposed physical infrastructure projects, it is not anticipated that a detailed quantitative evaluation of transportation impacts would be required. However, VMT and the other Appendix G CEQA checklist items (geometric hazards, emergency response and plans policies, ordinances and programs review) shall be evaluated.
- Tribal Cultural Resources: Rincon shall conduct a cultural resources records search and facilitate Native American outreach in accordance with AB 52. Rincon shall assist the City in preparing the AB 52 consultation letters and participate in one conference call or virtual meeting for tribal consultation.
- Utilities: Impacts to existing infrastructure, including water, wastewater, electricity, natural gas, and solid waste facilities shall be evaluated. Water demand and wastewater

and solid waste generation shall be quantified using standard rates under the proposed amendment and compared to current and future system capacity.

- Wildfire: The IS shall indicate the distance to the nearest wildfire zone and discuss potential impacts related to wildland fire.
- Mandatory Findings of Significance: This section shall address cumulative effects, impacts to biological or cultural resources, and impacts to human beings.

## **EXHIBIT "B"**

### **SCHEDULE FOR COMPLETION**

#### **TERM**

This Agreement shall commence on April 6, 2021 and shall continue until January 31 2022, unless otherwise terminated as herein provided.

#### **SCHEDULE**

Rincon shall complete the IS-ND for the AACAP update based on the following schedule:

- Administrative Draft IS-ND to be submitted for City review within nine weeks of notice to proceed (this timing is based on receipt of the transportation analysis noted below).
- Public Review Draft IS-ND to be submitted within two weeks of receipt of City comments on the Administrative Draft IS-ND.
- Final IS-ND to be submitted within two weeks of receipt of all public comments on the Public Review Draft IS-ND

Fehr & Peers shall complete the Parking Study in six weeks, excluding potential time extensions if needed based on the specific public meeting schedule the City would like to have for the project. For the IS-ND, Fehr & Peers shall complete the transportation analysis two weeks following finalization of the Parking Study.


Based on these timeframes and assuming two-week City turnaround of internal review work products, the environmental review process can be completed within about six months.

## EXHIBIT "C"

### COMPENSATION

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below.

1. **AMOUNT** The total cost for the environmental review is \$84,065. This amount includes \$27,430 for the traffic analysis to be prepared by a sub-consultant. The amount also includes the complete scope of work described in Exhibit A.

 <b>RINCON CONSULTANTS, INC.</b> <b>AACAP IS-ND and Parking Study</b>								
Cost Estimate								
			Principal II	Supervisor I	Professional III	GIS/CADD Specialist I	Production Specialist	Clerical
Tasks	Labor Cost	Hours	\$247	\$201	\$134	\$115	\$91	\$77
1 - Project Kickoff	\$1,452	8	2	4				2
2 - Administrative Draft IS-ND	\$17,904	120	8	20	80	4	8	
Cultural Resources Analysis Memo	\$5,196	36	1	6	24	3	2	
3 - Public Review Draft IS-ND	\$7,712	52	2	16	20	2	12	
4 - Final IS-ND	\$6,008	40	2	12	16	2	8	
5 - Public Hearings	\$4,388	20	8	12				
6 - Project Management	\$5,160	28	6	16				6
<b>Subtotal Cost</b>	<b>\$ 47,820</b>	<b>304</b>	<b>\$ 7,163</b>	<b>\$ 17,286</b>	<b>\$ 18,760</b>	<b>\$ 1,265</b>	<b>\$ 2,730</b>	<b>\$ 616</b>
<b>Direct Cost Summary</b>								
Print Draft IS-ND (10 hard copies)	\$ 750							
Print Final IS-ND (10 hard copies)	\$ 750							
AB 52 Assistance and SCCIC Records Search	\$ 2,200							
Miscellaneous Expenses	\$ 1,000							
F&P - Parking Study and CEQA Analysis	\$ 27,430							
General & Administrative	\$ 4,115							
<b>Subtotal Additional Costs</b>	<b>\$ 36,245</b>							
<b>Summary</b>								
Professional Fees Subtotal	\$ 47,820							
Direct Costs Subtotal	\$ 36,245							
<b>Total Project Budget</b>	<b>\$ 84,065</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

2. **METHOD OF PAYMENT** Consultant shall provide monthly invoices to City for approval and payment. Invoices must be 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.



3. **SCHEDULE FOR PAYMENT** City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that payments by City shall not exceed \$53,491 and services are performed to the full satisfaction of the City. Consultant acknowledges that the payment of services is subject to a separate reimbursement agreement with a third party and that payment may be delayed due to delay in the City's receipt of reimbursement monies.

4. **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

Rincon Consultants, Inc.  
250 East 1<sup>st</sup> Street, Suite 301  
Los Angeles, CA 90012  
Attn: Joe Power

City

City of Redondo Beach  
Planning Division  
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.

## **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.