

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND SWA GROUP**

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

The parties hereby agree as follows:

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

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole

discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder.

4. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.
5. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
6. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses; certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
7. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
8. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials

or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

9. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.
10. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
11. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any negligent act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or

prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
12. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
13. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
14. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
15. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether

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

16. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
17. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
18. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
19. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
20. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
21. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
22. Time of Essence. Time is of the essence of this Agreement.

23. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
24. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
25. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
26. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
27. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
28. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
29. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

30. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
31. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
32. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 17th day of August, 2021.

CITY OF REDONDO BEACH

SWA GROUP

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, CMC, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT “A”

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

Consultant has been retained to develop a comprehensive Waterfront Public Amenities Plan. The plan shall serve as a framework to improve the existing public waterfront amenities between Portofino Way to the north and Quality Seafood to the south. This framework plan shall include an overall site plan, drawings, and diagrams that are summarized in overall plan report addressing what amenities should be rebuilt, renovated or newly added; where the amenities should be located; and what recreational, operational, and other functional elements should be included in the design.

Project plan

Consultant shall work closely with the City of Redondo Beach, the Working Committee, and stakeholders to produce a final plan that fulfills the community's shared interests and goals. Consultant shall conduct an existing conditions analysis (Task A); participate in Working Committee meetings (Task B); facilitate community outreach (Task C); prepare a draft plan and implementation strategy (Task D, Task E); and present to the City Council and Harbor Commission (Task F). Consultant acknowledges the 9-month timeline for the delivery of this project, which includes the first 6 months of plan preparation and last 3 months for public agency review.

Consultant shall propose a final submission of the King Harbor Public Amenities Plan, after the completion of the 3-month public hearings process that addresses comments which may arise from the commission and council members.

TASK A: Existing Conditions Analysis

Task Goals: Project Kick-off, Existing Conditions Analysis

Task A.1: Project Kick-Off

Consultant shall gather the information necessary to meet its contract obligations, and establish project goals with the City of Redondo Beach. Consultant shall attend a project kick-off meeting (virtual if necessary) to establish lines of communication, goals, define expectations and finalize the proposed schedule.

Task A.2: Existing Conditions Analysis

Consultant and team shall document and describe existing conditions of the site in order to provide an understanding of the project context and changing conditions or

characteristics that may represent unique segments, significant features of influence, or other factors. As part of this task Consultant shall provide a:

- Visual Inspection on existing site conditions of the waterfront
- Review of planning documents, technical studies, and relevant materials including the General Plan, the Harbor/Civic Center Specific Plan, and the Local Coastal Plan. *Consultant also understands the City is in the process of updating their General Plan.*
- Review of materials for existing documents for projects in progress including the Seaside Lagoon, Public Boat Launch and Moonstone Park.
- Summary of Key Issues and Findings

Data request to City of Redondo Beach:

- Site survey
- Utility Information
- Prior master plan and planning documents
- Pertinent mobility plans
- Waterfront tenants / leases

Deliverables

- Memorandum of Existing Conditions
- Revised Community Participation Plan

Meetings

- Kick-Off Meeting - One (1)
- City Meeting - One (1)

TASK B: Working Committee Collaboration

Task Goals: Consult with Working Committee

The Consultant shall engage with the Working Committee (established by the City) early on to establish the groundwork for the King Harbor Public Amenities Plan. Consultant shall meet with the Working Committee prior to facilitating the public outreach process, to ensure Consultant has received a comprehensive overview of the key challenges, opportunities and goals of the project.

Task B.1: Working Committee Charrette

Upon completion of the Existing Conditions Analysis and review of all relevant materials, Consultant shall facilitate and lead a planning charrette with the Working Committee. The charrette shall begin with listening to project background, issues and challenges from the

committee members including key considerations and issues from their distinct perspectives.

Based on the information and details received from the Working Committee, Consultant shall refine a site plan analysis that identifies key opportunities and considerations along the waterfront and document them in graphic form.

Task B.2: Working Committee Meetings

As part of this task, Consultant shall meet periodically with the Working Committee to receive comments, feedback and input on the plan progress.

Deliverables

- Working Committee Presentations
- Site Plan Analysis
- Meeting Notes

Meetings

- Working Committee Charrette - One (1)
- Working Committee Meetings/Updates - Four (4)

TASK C: Community Participation Plan

Consultant shall actively participate in community meetings in order to obtain local input that shall contribute to the development of the King Harbor Public Amenities Plan. Throughout this task, Consultant shall coordinate with City staff prior to each meeting to determine roles and approach, as well as follow up to determine objectives and next steps.

A collaborative process shall include interpreting the outreach efforts conducted during previous planning efforts. Consultant shall also provide a variety of engagement touch points throughout the life of the project with the goal of targeting a range of multi-generational and interest groups.

The outreach approach shall include a social media presence and online surveys. Should the need arise, proposed community outreach events and public meetings shall be conducted via online virtual meetings.

Task C.1: Website and Social Media

Consultant team shall design and produce an interactive project website to be implemented for the community participation program. Throughout the project, the Consultant team shall also design and develop social media posts to promote public

workshops and announcements to be posted on the project website, or City platforms. The website shall be used to include project updates, concept progress, meeting dates and schedule. The City shall provide all necessary contact email lists, promote events to the community, or assign someone at the City to distribute outreach promotional materials.

Task C.2: Project Videos

Consultant team shall produce videos to promote the project and its progress, to be posted on the project website and City social media channels.

Task C.3: Community Workshop (#1)

The purpose of the first community meeting is to introduce the project and project goals to the community. If at the time Consultant is ready to engage in Public Outreach it is deemed safe and reasonable to hold in-person city-sponsored events, Consultant can facilitate an in-person meeting to collect community input on preliminary ideas that came from the Working Committee session (Community Meeting #1). Consultant shall provide a presentation, pin-up boards, and posters which reflect preliminary engagement questions. The workshop may also include focused breakout sessions or conversations. If required, this Community Workshop shall be held online. With a combination of an online survey and Zoom meeting, Consultant shall present the project to the community, and solicit feedback. Consultant proposes the use of the program Mentimeter (<https://www.mentimeter.com/>) to prepare and collect community input. Mentimeter can be used for real-time input gathering during Zoom meetings, and can generate a shareable link to send to community members who may not be able to attend. Consultant shall prepare a survey with a variety of questions, polls, and word clouds to electronically gather community input.

Quantity: One (1)

Interaction Type: In-Person or Synchronous

Anticipated Participants: 20-45

Duration: 1.5 hours

Task C.4: Community Open House (#2, #3)

After Consultant has met with the community and has had an opportunity to begin developing a preliminary plan, Consultant shall host a series of open houses to inform the community on the plan progress and provide updates. The meetings shall be held in an open house format, where participants may come and go as they please. There shall be various stations staffed by Consultant team members to collect input and answer any questions the community may have on the plan progress. City officials shall also be

present and available to answer questions. These open houses shall be conducted online or in a socially distant format if required.

Quantity: Two (2)

Interaction Type: In-Person or Asynchronous

Anticipated Participants: 50+

Duration: 2-3 hours

Task C.5: Outdoor Pop-Ups

Consultant shall hold a series of pop-up events throughout the plan process to further promote the project and continue to gather community feedback. The purpose of the pop-ups is to provide a hassle-free way to engage those who would not typically make it out to a community meeting. The events shall include printed materials, visuals, a means to collect input either in person or on a tablet/computer. People shall also be directed to the website to sign-up for project updates, and to take an online poll. Possible pop-up locations include the Pier and Farmers Market.

Quantity: Four (4): Two (2) Pier, and Two (2) Farmers Market

Interaction Type: In-Person

Anticipated Participants: 50+

Length: 2-3 hours

Deliverables

- Finalized Community Participation Plan
- Outreach Materials (Printed and Graphic)
- Project Website and Videos
- Online Survey Materials
- Presentations
- Summary of Input Received

Meetings

- Community Workshop: One (1)
- Community Open Houses: Two (2)
- Outdoor Pop-Ups: Four (4)
- City Preparation Meetings: Four (4)

TASK D: Draft Waterfront Public Amenities Plan

The Consultant team shall work collaboratively along with the City to develop a comprehensive Draft Waterfront Public Amenities Plan. The plan shall serve as a framework to improve the existing public waterfront amenities between Portofino Way to the north and Quality Seafood to the south. This framework plan shall include an overall

site plan, drawings, and diagrams that are summarized in an overall plan report addressing what amenities should be rebuilt, renovated or newly added; where the amenities should be located; and what recreational, operational, and other functional elements should be included in the design.

The first step shall be to confirm a plan outline with the City, to verify the Consultant team is working towards all plan elements. The second step shall be to begin drafting the plan based on the input collected from the various interactions with the Working Committee and the public. Consultant shall begin the plan process after the first Community Workshop with the goal of having continued public input throughout the plan progress.

Task D.1: Draft Waterfront Public Amenities Plan

The framework plan shall identify specific enhancements to the Waterfront and specifically incorporate the following elements into the overall site plan:

- A plan to enhance the waterfront promenade that connects Mole C to the Horseshoe Pier and specifically identifies ways to improve the overall pedestrian experience along the International Boardwalk and reduce flooding that occurs along the boardwalk during high tides, including, any structural upgrades, additional facilities, aesthetic improvements and possible reconfiguration of Basin 3 boat slip layout;
- The location and design of the public boat launch facility and required support parking;
- A plan for the future use, design, and lay-out of Seaside Lagoon, including its use as a public event space;
- The location and programmatic elements of a replacement Sportfishing Pier, if any;
- The location and design of a dinghy dock to serve the harbor mooring field;
- Upgrades to the City's existing personal watercraft hand launching facility, including the consideration of a zero-depth launch option;
- Consideration of additional amenities, educational features, visitor attractions and public art.
- Consideration of large public events that may take place within the plan footprint, such as music concerts, 5k runs, sport tournaments and other similar events.

Task D.2: Moonstone Park and Mole B

Consultant shall also work with the City to prioritize and expedite the planning effort for Moonstone Park and Mole B. The goal is to consider how these projects advance the overall improvements of the waterfront amenities at a holistic level. The outcome shall be updated detailed concept design drawings. The purpose of this task is to develop an

overall design concept for the sites and to document in written and graphic form the layout and character of the project.

Deliverables

- Draft Plan Outline/Key Elements
- 50% Draft King Harbor Amenities Plan
- 100% Draft King Harbor Amenities Plan
- Detailed Concept Design for Moonstone Park and Mole B

Meetings

- City Meetings –Bi-Weekly Meetings
- Draft Plan Milestone Presentations – Two (2)

Task E: Implementation Strategy

The Consultant team shall help the City develop an implementation strategy for the Public Amenities Plan.

Task E.1: Implementation Strategy

Consultant shall consider how Public Amenities Plan will be implemented and funded throughout the planning and design process keeping strategic improvements and cost effectiveness in mind.

Task E.2: Cost Estimate

Consultant team shall prepare a statement of probable cost at the 50% and 100% Draft Public Amenities Plan completion. The Consultant team shall provide market-related advice on preliminary construction cost, and general conditions cost for preparation of estimates.

Deliverables

- Implementation Strategy
- Cost Estimate - 50% and 100% Submissions

Meetings

- City Meetings - Two (2)

Task F: Public Hearings

Task F.1: Public Hearings

At the conclusion of the 6-month planning and design period, Consultant shall attend a series of public hearings to present the 100% Draft Public Amenities Plan and

Implementation Strategy. Consultant anticipates four (4) Public Hearings shall be held which could be divided between: City Council, Harbor Commission, or another department/agency deemed appropriate by the City.

Task F.2: Final Submission of King Harbor Public Amenities Plan

Throughout the public hearing process the Council Members or Commission Members may present comments or feedback to the City staff and Consultant team. At this time, Consultant shall incorporate comments and update the draft at the end of the 3-month public hearing process for one Final King Harbor Public Amenities and Plan.

Deliverables

- Presentations
- Final Submission King Harbor Public Amenities Plan

Meetings

- City Preparation Meetings: Four (4)
- Public Hearings: Four (4)

EXHIBIT “B”

SCHEDULE FOR COMPLETION

Term. The term of this Agreement shall commence on August 17, 2021 and expire August 16, 2022 (“Term”) unless otherwise terminated as herein provided.

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 outlines within the “Scope of Services” set forth in Exhibit “A”. The Waterfront & Economic Development Director shall have the authority to make as needed adjustments in the “Project Schedule” as required.

ATTACHMENT 1 TO EXHIBIT "B" PROJECT SCHEDULE

KING HARBOR PUBLIC AMENITIES PLAN - SCHEDULE				Month 1				Month 2				Month 3			
				July 2021				August 2021				September 2021			
#	Description	Start	End	1	2	3	4	1	2	3	4	1	2	3	4
A Existing Conditions Analysis				1 MONTH											
A.1	Project Kick-Off	7/5/2021	7/5/2021	●		●									
A.2	Revised Community Participation Plan	7/16/2021	7/16/2021		▼										
A.3	Existing Conditions Analysis	7/5/2021	7/30/2021				▼								
B Working Committee Collaboration				5 MONTHS											
B.1a	Working Committee Charrette (#1)	8/2/2021	8/2/2021					○	Site Plan Analysis						
B.1b	Site Plan Analysis	8/2/2021	8/20/2021						▼						
B.2	Working Committee Meetings (#2, 3, 4, 5)	8/2/2021	12/31/2021							○					○
C Community Participation				4 MONTHS											
C.1	Website and Social Media	9/6/2021	12/31/2021									▼			
C.2	Project Videos	9/6/2021	12/31/2021										▼		
C.3	Community Workshop (#1)	9/9/2021	9/9/2021									■			
C.4	Community Open House (#2, #3)	10/1/2021	11/1/2021												
C.5	Outdoor Pop-Ups (#1, 2, 3, 4)	10/1/2021	11/1/2021									■			
D Draft Waterfront Public Amenities Plan				3.5 MONTHS											
D.1	Draft Waterfront Public Amenities Plan	9/20/2021	12/31/2021												●
D.1a	Draft Plan Outline	10/4/2021	10/4/2021												
D.1b	50% Draft Waterfront Amenities Plan	11/12/2021	11/12/2021												
D.1c	100% Draft Waterfront Amenities Plan	12/20/2021	12/20/2021												
D.1.d	City Review														
D.2	Expedited Planning Track	8/2/2021	10/29/2021												
D.2a	Moonstone Park - Detailed Concept 50%	8/2/2021	10/29/2021					●		●		▼		●	
D.2b	City Review														
D.2c	Moonstone Park - Detailed Concept 100%														
E Implementation Strategy				1.5 MONTHS											
E.1	Implementation Strategy	11/22/2021	12/31/2021												
E.2	Cost Estimate	11/22/2021	12/31/2021												
F Public Hearings				3 MONTHS											
F.1	City Council/Harbor Commission Presentations	1/3/2022	3/25/2022												
F.2	Final Submission	1/3/2022	3/25/2022												

Key

● City Meeting

○ Working Committee Meeting

▼ Milestone/Deliverable

■ Outreach Meeting/Event

■ Task

■ Subtask

■ City Review

■ Expedited Planning Track

EXHIBIT "C"

COMPENSATION

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

I. COST QUOTE AND HOURLY RATES.

- A. Amount. Consultant shall be paid a not to exceed amount of \$242,872 in accordance with the schedule and rate schedule attached hereto as Attachment 1 to this Exhibit and incorporated 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. However, in no event shall the total costs and compensation under this Agreement exceed the amount of \$242,872.

B. Hourly Rates.

- i. Consultant shall be paid pursuant to the hourly rates that are outlines in Attachment 1 to this Exhibit.
 1. Consultant and Sub-Consultants shall be paid 1.5 times the hourly rate for time spent as an expert witness at court trials, mediation, arbitration hearings, and depositions.
 2. Consultant and Sub-Consultants shall be paid the standard hourly rate for the time spent preparing for trials, hearings, and depositions.
- ii. Sub-Consultants shall be paid pursuant to the hourly rates outlined in Attachment 1 to this Exhibit.

C. Reimbursable Expenses.

- i. Routine other direct costs ("ODCs"), such as day-to-day copying, faxing, printing, telephone charges, and supplies are included in the hourly rates.
- ii. Non-routing ODC's, such as large-scale reproduction specialty printing, equipment rentals, etc. shall be charged at cost.
- iii. 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.
- iv. Any other non-routing direct costs, not specifically identified herein, shall be charged at cost.
- v. 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.
- IV. **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

Jeremy Klemic, Associate Principal / Project Manager
JKlemic@SWAGroup.com
811 W. 7th St., 8th Floor
Los Angeles, California
90017

City

Stephen Proud
Waterfront & Economic Development Director
City of Redondo Beach
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

TASK	SWA	Anchor QEA	ARG	Murakawa	Cumming	TOTAL
Task A: Existing Conditions Analysis/Project Kick-Off	\$13,287	\$5,114	\$4,930	\$2,220	\$1,600	\$27,151
Task B: Working Committee Collaboration	\$12,577	\$8,439	----	\$2,960	----	\$23,976
Task C: Community Participation Plan	\$37,241	\$5,506	----	\$12,080	----	\$54,827
Task D: Draft Waterfront Public Amenities Plan	\$58,141	\$28,561	\$8,310	----	----	\$95,012
Task E: Implementation Strategy	\$9,190	\$4,128	\$1,740	----	\$16,840	\$31,898
Task E: Public Hearings/ Final Submission	\$7,460	\$2,548	----	----	----	\$10,008
Total by Firm	\$137,896	\$54,296	\$14,980	\$17,260	\$18,440	\$242,872

FIRM	Staff Classification	Billing Rate	Task A	Task B	Task C	Task D	Task E	Task F	TOTALS
SWA	Co-CEO	\$305	12	12	12	38	4	6	84
SWA	Managing Principal	\$295	8	8	30	25	2	4	77
SWA	Associate Principal, PM	\$165	30	25	38	150	28	20	291
SWA	Associate Principal, Outreach	\$148	4	4	82	12	--	--	102
SWA	Urban Planner	\$115	15	16	55	110	24	10	230
Anchor QEA	Principal	\$283	2	13	6	18	--	--	39
Anchor QEA	Senior Manager	\$255	--	--	--	2	--	--	2
Anchor QEA	Manager	\$238	12	20	16	36	9	4.5	97.5
Anchor QEA	Senior Staff	\$211	6	--	--	65	8	7	86
Anchor QEA	Senior Technical Editor	\$149	--	--	--	--	2	--	2
Anchor QEA	Technical Editor	\$124	--	--	--	2	--	--	2
Anchor QEA	Senior Project Coordinator	\$142	3	--	--	3	--	--	6
ARG	Principal	\$230	3	--	--	1	--	--	4
ARG	Project Manager	\$155	16	--	--	22	8	--	46
ARG	Designer	\$125	16	--	--	38	4	--	58
Murakawa	Task Leader	\$200	6	8	24	--	--	--	38
Murakawa	Co-Task Leader	\$170	6	8	24	--	--	--	38
Murakawa	Digital Communications	\$100	--	--	32	--	--	--	32
Cumming	Associate Director	\$210	4	--	--	--	24	--	28
Cumming	Senior Cost Manager	\$190	4	--	--	--	40	--	44
Cumming	Cost Manager	\$175	--	--	--	--	24	--	24
Total By Task			147	114	319	522	177	51.5	1330.5

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.