

**CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, February 9, 2021**

415 DIAMOND STREET, REDONDO BEACH

**THIS VIRTUAL MEETING IS HELD PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED
BY GOVERNOR NEWSOM ON MARCH 17, 2020.**



**Bill Brand, Mayor
Nils Nehrenheim, Councilmember, District 1
Todd Loewenstein, Councilmember, District 2
Christian Horvath, Councilmember, District 3
John F. Gran, Councilmember, District 4
Laura Emdee, Councilmember, District 5**

**Michael W. Webb, City Attorney
Eleanor Manzano, City Clerk
Steven Diels, City Treasurer**

AGENDA AND SUPPORTING MATERIALS - An agenda packet is available 24 hours a day at the Redondo Beach Police Department and at www.redondo.org on the City Clerk page. Agenda packets are available during Library hours, at the reference desks at the Redondo Beach Main Library and Redondo Beach North Branch Library. During City Hall hours, agenda packets are available for review in the Office of the City Clerk, Door 1.

AGENDA POSTING NOTIFICATION - If you would like to receive notification of the agenda availability, please subscribe to our eNotify list at www.redondo.org/services/subscribe.asp. You will receive notification when the agenda is available for viewing on the website and you may view and/or print a copy of the agenda.

DOCUMENTS DISTRIBUTED FOLLOWING THE POSTING OF THE AGENDA (BLUE FOLDER ITEMS) - Any writing that relates to an agenda item for an open session that is distributed within 72 hours of the meeting is available for public inspection at the City Clerk's Office, 415 Diamond Street, Door 1, Redondo Beach. In addition, such writings and documents will be posted on the City's website at www.redondo.org

PUBLIC COMMENT - The public is encouraged to address the City Council on any matter posted on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council on non-agenda items, you may do so during the **PUBLIC PARTICIPATION ON NON-AGENDA ITEMS** section on the agenda. Each person is allotted three (3) minutes to speak.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

AMERICANS WITH DISABILITIES ACT - It is the intention of the City of Redondo Beach to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at (310) 318-0656 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

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CITY COUNCIL AGENDA
Tuesday, February 9, 2021**

415 DIAMOND STREET, REDONDO BEACH

**THIS VIRTUAL MEETING IS HELD PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY
GOVERNOR NEWSOM ON MARCH 17, 2020.**

4:30 PM - CLOSED SESSION - CANCELLED

6:00 PM - OPEN SESSION - REGULAR MEETING

**ALL COUNCILMEMBERS ARE PARTICIPATING BY VIRTUAL MEETING.
MEMBERS OF THE PUBLIC MAY ONLY PARTICIPATE BY ZOOM,
eCOMMENT OR EMAIL.**

City Council meetings are broadcast live through Spectrum Cable, Channel 8, and Frontier Communications, Channel 41 and/or rebroadcast on Wednesday at 3PM and Saturday at 3PM following the date of the meeting. Live streams and indexed archives of meetings are available via internet. Visit the City's office website at www.Redondo.org/rbtv.

TO WATCH MEETING LIVE ON CITY'S WEBSITE:

<https://redondo.legistar.com/Calendar.aspx>

*Click "In Progress" hyperlink under Video section of meeting

TO WATCH MEETING LIVE ON YOUTUBE:

<https://www.youtube.com/c/CityofRedondoBeachIT>

TO JOIN ZOOM MEETING (FOR PUBLIC INTERESTED IN SPEAKING. OTHERWISE, PLEASE SEE ABOVE TO WATCH/LISTEN TO MEETING):

Register in advance for this meeting:

https://us02web.zoom.us/webinar/register/WN_ohebx10NRDqVP6qHu1j5AA

After registering, you will receive a confirmation email containing information about joining the meeting.

If you are participating by phone, be sure to provide your phone # when registering. You will be provided a Toll Free number and a Meeting ID to access the meeting. Note; press # to bypass Participant ID. Attendees will be muted until the public participation period is opened. When you are called on to speak, press *6 to unmute your line. Note, comments from the public are limited to 3 minutes per speaker.

eCOMMENT: COMMENTS MAY BE ENTERED DIRECTLY ON WEBSITE AGENDA PAGE:

- 1) Public comments can be entered before and during the meeting.
- 2) Select a SPECIFIC AGENDA ITEM to enter your comment;
- 3) Public will be prompted to Sign-Up to create a free personal account (one-time) and then comments may be added to each Agenda item of interest.
- 4) Public comments entered into eComment (up to 2200 characters; equal to approximately 3 minutes of oral comments) will become part of the official meeting record. Comments may be read out loud during the meeting.

EMAIL: TO PARTICIPATE BY WRITTEN COMMUNICATION BEFORE 3:00PM DAY OF MEETING (EMAILS WILL NOT BE READ OUT LOUD): Written materials pertaining to matters listed on the posted agenda received after the agenda has been published will be added as supplemental materials under the relevant agenda item. Public comments may be submitted by email to cityclerk@redondo.org. Emails must be received before 3:00 p.m. on the date of the meeting to ensure Council and staff have the ability to review materials prior to the meeting.

6:00 PM - OPEN SESSION - REGULAR MEETING

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. SALUTE TO THE FLAG AND INVOCATION**
- D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS**
- E. APPROVE ORDER OF AGENDA**
- F. AGENCY RECESS**
- G. BLUE FOLDER ITEMS- ADDITIONAL BACK UP MATERIALS**

Blue folder items are additional back up material to administrative reports and/or public comments received after the printing and distribution of the agenda packet for receive and file.

- G.1. [For Blue Folder Documents Approved at the City Council Meeting](#)**

H. CONSENT CALENDAR

Business items, except those formally noticed for public hearing, or those pulled for discussion are assigned to the Consent Calendar. The Mayor or any City Council Member may request that any Consent Calendar item(s) be removed, discussed, and acted upon separately. Items removed from the Consent Calendar will be taken up under the "Excluded Consent Calendar" section below. Those items remaining on the Consent Calendar will be approved in one motion. The Mayor will call on anyone wishing to address the City Council on any Consent Calendar item on the agenda, which has not been pulled by Council for discussion. Each speaker will be permitted to speak only once and comments will be limited to a total of three minutes.

- H.1. [APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF FEBRUARY 9, 2021](#)**

CONTACT: ELEANOR MANZANO, CITY CLERK

- H.2. [APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA.](#)**

CONTACT: ELEANOR MANZANO, CITY CLERK

- H.3. [APPROVE CONTRACTS UNDER \\$35,000:](#)**

[1. APPROVE FIRST AMENDMENT TO THE AGREEMENT WITH GLICKSMAN CONSULTING LLC FOR ACTUARIAL STUDIES OF THE CITY'S WORKERS' COMPENSATION AND LIABILITY SELF-INSURANCE PROGRAMS FOR AN ADDITIONAL AMOUNT OF \\$8,500 AND TO EXTEND THE TERM TO JUNE 30, 2022.](#)

CONTACT: MARNI RUHLAND, FINANCE DIRECTOR

- H.4.** [APPROVE SEPARATE CONSULTING SERVICES AGREEMENTS WITH BUREAU VERITAS NORTH AMERICA INC., HAYER CONSULTANTS INC., J. LEE ENGINEERING INC., INTERWEST CONSULTING GROUP INC., JASON ADISON SMITH \(JAS\) CONSULTING SERVICES INC., AND CSG CONSULTANTS INC., FOR AS-NEEDED BUILDING PLAN CHECK AND INSPECTION SERVICES FOR AN AMOUNT NOT TO EXCEED \\$15,000 RESPECTIVELY FOR THE TERM OF FEBRUARY 9, 2021 THROUGH FEBRUARY 8, 2024](#)

CONTACT: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

- H.5.** [APPROVE AGREEMENT WITH KOSMONT TRANSACTIONS SERVICES, INC. FOR MUNICIPAL ADVISORY ACTIVITIES RELATED TO THE REFINANCING OF THE CITY'S UNFUNDED ACCRUED LIABILITY \(UAL\) WITH THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM \(CALPERS\) FOR AN AMOUNT NOT TO EXCEED \\$145,000 FOR THE TERM OF FEBRUARY 9, 2021 TO JUNE 30, 2024](#)

CONTACT: MARNI RUHLAND, FINANCE DIRECTOR

I. EXCLUDED CONSENT CALENDAR ITEMS

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

This section is intended to provide members of the public with the opportunity to comment on any subject that does not appear on this agenda for action. This section is limited to 30 minutes. Each speaker will be afforded three minutes to address the Mayor and Council. Each speaker will be permitted to speak only once. Written requests, if any, will be considered first under this section.

- J.1.** [For eComments and Emails Received from the Public](#)

K. EX PARTE COMMUNICATIONS

This section is intended to allow all elected officials the opportunity to reveal any disclosure or ex parte communication about the following public hearings

L. PUBLIC HEARINGS

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

- N.1.** [DISCUSSION AND POSSIBLE ACTION ON THE BUILDING PLAN CHECK EXPEDITING FEE](#)

CONTACT: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

O. CITY MANAGER ITEMS

- O.1.** [DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY'S LOCAL EMERGENCY PERTAINING TO COVID-19](#)

CONTACT: JOE HOEFGEN, CITY MANAGER

P. MAYOR AND COUNCIL ITEMS

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

R. CLOSED SESSION

S. RECONVENE TO OPEN CLOSED SESSION

T. ADJOURNMENT

T.1. ADJOURN IN MEMORY OF LANG BOSTON, FORMER REDONDO BEACH COMMISSIONER & LONGTIME RESIDENT

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, February 16, 2021, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California, via teleconference.



Administrative Report

G.1., File # 21-2041

Meeting Date: 2/9/2021

TITLE

For Blue Folder Documents Approved at the City Council Meeting



Administrative Report

H.1., File # 21-2042

Meeting Date: 2/9/2021

To: MAYOR AND CITY COUNCIL
From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF FEBRUARY 9, 2021

EXECUTIVE SUMMARY

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF REDONDO BEACH)

AFFIDAVIT OF POSTING

In compliance with the Brown Act, the following materials have been posted at the locations indicated below.

Legislative Body	City Council
Posting Type	Regular Agenda
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ City Hall Kiosk
Meeting Date & Time	FEBRUARY 9, 2021 6:00 p.m. Open Session

As City Clerk of the City of Redondo Beach, I declare, under penalty of perjury, the document noted above was posted at the date displayed below.

Eleanor Manzano, City Clerk

Date: February 5, 2021



Administrative Report

H.2., File # 21-2043

Meeting Date: 2/9/2021

TITLE

APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA.



Administrative Report

H.3., File # 21-2052

Meeting Date: 2/9/2021

To: MAYOR AND CITY COUNCIL
From: MARNI RUHLAND, FINANCE DIRECTOR

TITLE

APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE FIRST AMENDMENT TO THE AGREEMENT WITH GLICKSMAN CONSULTING LLC FOR ACTUARIAL STUDIES OF THE CITY'S WORKERS' COMPENSATION AND LIABILITY SELF-INSURANCE PROGRAMS FOR AN ADDITIONAL AMOUNT OF \$8,500 AND TO EXTEND THE TERM TO JUNE 30, 2022.

EXECUTIVE SUMMARY

Approve Contracts Under \$35,000

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

Contract, Signatures and Insurance

**FIRST AMENDMENT TO THE CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND GLICKSMAN CONSULTING LLC**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Glicksman Consulting LLC, a Florida limited liability company ("Consultant").

WHEREAS, on February 20, 2018, the parties originally entered into the Agreement for Project Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:


1. Scope of Services. Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1", which provides that Consultant shall perform a worker's compensation and liability actuarial studies for 2021 and 2022 and perform a workers' compensation actuarial study of the City's Fire Department as of June 30, 2020.
2. Term. Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to June 30, 2022. Exhibit "B-1" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A-1" in accordance with the schedule set forth in Exhibit "B-1".
3. Compensation. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to provide that Consultant shall be paid in the amount of \$8,500 for the services described in Exhibit "A-1". Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A-1".
4. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 9th day of February, 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation

William C. Brand, Mayor

GLICKSMAN CONSULTING LLC,
a Florida limited liability company

DocuSigned by:

13CFFEB0D496444...
By: _____
Name: Steven Glicksman
Title: Consulting Actuary

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:

ABED8CF35EEF48C...

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A-1"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

The City has a self-insurance program for workers' compensation and liability (automobile liability, general liability and other common exposures of California municipalities). The City pays claims from an earmarked fund and maintains financial reporting in accordance with GASB Statement No. 10 definitions.

- A. Annual Workers' Compensation and Liability. Consultant shall perform annual actuarial studies for the City's workers' compensation and liability programs.
1. Estimate Outstanding Losses. Estimate outstanding losses, including allocated loss adjustment expenses ("ALAE") as of June 30, 2021 and June 30, 2022 . The estimated outstanding losses are the cost of unpaid claims. The estimated outstanding losses include case reserves, the development of known claims and incurred but not reported ("IBNR") claims. ALAE are the direct expenses for specific claims, primarily legal expenses. The amounts will be shown at full value and present value (discounted), and at various confidence levels
 2. Project Ultimate Limited Losses. Project the ultimate limited losses, including ALAE for 2021/22 and 2022/23. The projected ultimate limited losses are the accrual value of losses and ALAE with accident dates in 2021/22 and 2022/23, regardless of report or payment date. The amount is limited to the self-insured retention, if applicable. The amounts will be shown at full value and present value (discounted), and at various confidence levels.
 3. The work described herein shall be based on loss data as of June 30, 2021 and June 30, 2022.
 4. Provide a written report of the conclusions and a thorough actuarial analysis to support the conclusions. Provide separate reports for the workers' compensation and liability programs.
 5. Submit draft written reports for the workers' compensation and liability programs on or before May 1, 2021 and May 1, 2022. Submit final reports upon the City's approval of the draft reports.
- B. Fire Department Workers Compensation. Perform a workers' compensation actuarial study of the City's Fire Department as described in Section A of this Exhibit "A-1". For this specific study, submit the draft written report by March 31, 2021. The report shall include estimated outstanding losses, including ALAE as of June 30, 2020 and projected ultimate limited losses, including ALAE for 2020/21.

EXHIBIT "B-1"

SCHEDULE FOR COMPLETION

TERM. This Agreement shall be extended to June 30, 2022, unless otherwise terminated as herein provided. This Agreement may be extended by mutual agreement.

EXHIBIT "C-1"

COMPENSATION

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

- A. **AMOUNT.** Consultant shall be paid in accordance with the following schedule.

Description	Amount
Annual Workers Compensation and Liability for 2021 - Section A	\$3,500
Annual Workers Compensation and Liability for 2022 - Section A	\$3,500
Fire Department Workers Compensation - Section B	\$1,500
Total Amount	\$8,500

- B. **EXPENSES.** Expenses for copying, postage and telephone are included. There are no fees for teleconferences.
- C. **METHOD OF PAYMENT.** Consultant shall provide invoices to City for approval and payment. Invoices must list the services performed, date of service, and fee. 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.
- D. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of Consultant's invoice; provided, however, that services are completed to the City's full satisfaction.
- E. **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: Glicksman Consulting, LLC
3124 NW 59 Street, Suite 100
Boca Raton Florida 33496
Attention: Steven Glicksman, FCAS, MAAA

City: City of Redondo Beach
Human Resources Department
415 Diamond Street
Redondo Beach, CA 90277
Attention: Diane Strickfaden, Director of Human Resources

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Florida 10739 Deerwood Park Blvd S 200 Jacksonville FL 32256		CONTACT NAME: Nita Butler PHONE (A/C, No, Ext): 904-446-3151 E-MAIL ADDRESS: nita.butler@hubinternational.com FAX (A/C, No): 904-396-7432		
INSURED Glicksman Consulting LLC 599 West Royal Palm Road Ste A Boca Raton FL 33486		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Continental Casualty Company		20443
		INSURER B: Lloyd's of London		15792
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 814867728

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5094105736	6/4/2020	6/4/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5094105736	6/4/2020	6/4/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5094107969	6/4/2020	6/4/2021	EACH OCCURRENCE \$4,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	E&O/ Professional			KBRMPL0017202	11/1/2020	11/1/2021	Prof Liab \$1,000,000 Prof Liab Agg. \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

E&O Split Retro Date: 11/1/04 --1,000,000 / 1,000,000; 11/1/11--1,000,000 / 2,000,000.

CERTIFICATE HOLDER**CANCELLATION**City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND GLICKSMAN CONSULTING LLC**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Glicksman Consulting LLC, a Florida limited liability company ("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


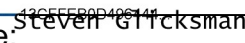
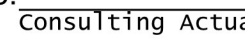
IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 5th day of May, 2020.

CITY OF REDONDO BEACH,
a chartered municipal corporation

GLICKSMAN CONSULTING LLC ,
a Florida limited liability company

DocuSigned by:

E6413C7231DF4E1...
William C. Brand, Mayor


DocuSigned by:

By: 
Name: 
Title: Consulting Actuary

ATTEST:

APPROVED:

DocuSigned by:

72F2AC716C214CF...
Eleanor Manzano, City Clerk

DocuSigned by:

B7F2B0D00BA64E7...
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:


DocuSigned by:

009049E0E03D402...
Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

The City has a self-insurance program for workers' compensation and liability (automobile liability, general liability and other common exposures of California municipalities). The City pays claims from an earmarked fund and maintains financial reporting in accordance with GASB Statement No. 10 definitions.

Consultant shall perform annual actuarial studies for the City's workers' compensation and liability programs.

1. Estimate Outstanding Losses. Estimate outstanding losses, including allocated loss adjustment expenses ("ALAE") as of June 30, 2019. The estimated outstanding losses are the cost of unpaid claims. The estimated outstanding losses include case reserves, the development of known claims and incurred but not reported ("IBNR") claims. ALAE are the direct expenses for specific claims, primarily legal expenses. The amounts will be shown at full value and present value (discounted), and at various confidence levels
2. Project Ultimate Limited Losses. Project the ultimate limited losses, including ALAE for 2019/20 and 2020/21. The projected ultimate limited losses are the accrual value of losses and ALAE with accident dates in 2019/20 and 2020/21, regardless of report or payment date. The amount is limited to the self-insured retention, if applicable. The amounts will be shown at full value and present value (discounted), and at various confidence levels.
3. The work described herein shall be based on loss data as of June 30, 2019.
4. Provide a written report of the conclusions and a thorough actuarial analysis to support the conclusions. Provide separate reports for the workers' compensation and liability programs.
5. Submit draft written reports for the workers' compensation and liability programs before May 1st of each year. For 2020, the draft report shall be submitted by May 15, 2020. Submit final reports upon the City's approval of the draft reports.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

Term. This Agreement shall commence on May 5, 2020 and shall continue until May 4, 2021, unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

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

1. **AMOUNT.** Consultant shall be paid \$3,500 for the annual workers compensation and liability actuarial studies.
2. **EXPENSES.** Expenses for copying, postage and telephone are included. There are no fees for teleconferences.
3. **METHOD OF PAYMENT.** Consultant shall provide 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.
4. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of Consultant's invoice; provided, however, that services are completed to the City's full satisfaction.
5. **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: Glicksman Consulting, LLC
3124 NW 59 Street, Suite 100
Boca Raton, Florida 33496
Attention: Steven Glicksman, FCAS, MAAA

City: City of Redondo Beach
Human Resources Department
415 Diamond Street
Redondo Beach, CA 90277
Attention: Diane Strickfaden, Director of Human Resources

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.



Administrative Report

H.4., File # 21-2031

Meeting Date: 2/9/2021

To: MAYOR AND CITY COUNCIL

From: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

APPROVE SEPARATE CONSULTING SERVICES AGREEMENTS WITH BUREAU VERITAS NORTH AMERICA INC., HAYER CONSULTANTS INC., J. LEE ENGINEERING INC., INTERWEST CONSULTING GROUP INC., JASON ADISON SMITH (JAS) CONSULTING SERVICES INC., AND CSG CONSULTANTS INC., FOR AS-NEEDED BUILDING PLAN CHECK AND INSPECTION SERVICES FOR AN AMOUNT NOT TO EXCEED \$15,000 RESPECTIVELY FOR THE TERM OF FEBRUARY 9, 2021 THROUGH FEBRUARY 8, 2024

EXECUTIVE SUMMARY

On August 18, 2020, the City Council authorized staff to proceed with the issuance of an RFP to identify outside firms to provide plan check services on an as-needed basis. After an RFP process, six firms, as identified in this report, are recommended for separate service contracts, based on their qualifications and experience.

The contract services will provide the capability for the Community Development Department to offer an expedited plan check option for any applicant requesting it. In addition, services can be utilized to fill staffing gaps on an as-needed basis.

BACKGROUND

At the June 16, 2020 City Council meeting adopting the fiscal year 20-21 budget, the City Council requested that staff prepare a report regarding the possibility of providing an expedited plan check process utilizing consultant services. This service would be intended as complementary to current staffing functions rather than in lieu.

On August 18, 2020, staff presented a report addressing the history of staffing and procedures for Building Division plan check, the current plan check fee and contract structure, and options for this potential service offering of expedited plan check. After the discussion, staff was directed to move forward with seeking the contract services.

The Community Development Department issued a Request for Proposal and Qualification on December 1, 2020. After review of submitted proposals, six firms have been identified to retain on an as-needed basis. The firms were selected based on thoroughness of the proposal, firm's history and past performance, experience with typical project types in Redondo Beach, level of licensed and experienced staff, turnaround time, and cost.

The initial term of the agreements will be for three years at a cost not to exceed \$15,000 for each firm. The cost for plan check expediting will be reflected in an associated additional plan check fee paid by the applicant. The additional plan check fee will cover the costs of the outside service. The structure of this additional fee will be discussed as a separate item on this agenda, but is currently an additional 50% of the plan check fee.

COORDINATION

Each agreement has been coordinated with the City Attorney's Office.

FISCAL IMPACT

The consultant cost for expedited plan check services will be funded through an additional plan check fee paid by the applicant. The structure of this fee will be discussed as a separate item on this agenda.

Costs associated with utilizing the consultants when the department may be short of staffing may be reflected in reduced plan check revenues available for standard department expenditures.

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

Request for Proposal and Qualifications Plan Check Services
August 18, 2020 City Council Administrative Report
Bureau Veritas North America Inc. Contract
Hayer Consultants Inc. Contract
J. Lee Engineering Inc. Contract
Interwest Consulting Group Inc. Contract
Jason Adison Smith (JAS) Consulting Services Inc. Contract
CSG Consultants Inc. Contract



**PLAN CHECK & AS-NEEDED BUILDING INSPECTION SERVICES
REQUEST FOR PROPOSAL**

CITY OF REDONDO BEACH
Department of Community Development
415 Diamond Street, Door 2
Redondo Beach, CA 90277

Inquiries regarding this project should be directed to:

Lina Portolese at PlanningRedondo@Redondo.org with the subject line
"Plan Check and Inspection Services RFP Questions"

Submittal Deadline: December 1, 2020

PROPOSAL REQUEST

The City of Redondo Beach Department of Community Development requests proposals from qualified consultants to perform architectural (life safety), structural, grading, mechanical, plumbing, electrical, accessibility, and energy plan review services on an as needed basis as outlined in this proposal. See Scope of Work for additional information.

CITY INFORMATION

The City of Redondo Beach contains 6.35 sq. miles of land and is a suburban city in Los Angeles County located along the Pacific Ocean. The City's bordering communities include Torrance to the south, Torrance, Lawndale, and Hawthorne to the east, Hermosa Beach to the north of South Redondo, and Manhattan Beach and Hermosa Beach to the west of North Redondo.

Redondo Beach is largely an urbanized area composed of a mix of single family, multi-family, commercial, and industrial buildings. Redondo Beach is a full-service city with its own police, fire and public works departments, two public libraries, a performing arts center, several parks, a large recreational and commercial harbor including King Harbor, a 1,500-slip private craft port, the Redondo Beach Pier and Seaside Lagoon, and a bathing and surfing beach. Significant concentrations of employment and retail activity include the northern industrial complex anchored by the Northrop Grumman Corporation campus; the Harbor/Pier area; the Galleria at South Bay—a regional mall being redeveloped at the east end of the City; and an eclectic mix of specialty shops, restaurants, and services known as the Riviera Village area in the south end of the City.

Located in the choice coastal edge of Los Angeles County, just twenty miles from downtown Los Angeles and seven miles south of Los Angeles International Airport, Redondo Beach has been a preferred resort destination for more than a century and one of the most desirable areas to live in the country. The City's population has been slowly, but steadily growing in the past few years. As of January 2010, the Census reports a total population of 66,748. Median home price is just over \$1 million.

Redondo Beach is a "charter city" governed by a council-manager form of government. The Mayor is elected at large, and one Council Member is elected from each of the five City districts. The Mayor and Council appoint the City Manager as the chief administrative officer of the City to guide day-to-day operations.

Building Safety services are managed by the Building Division of the Department of Community Development. City Hall hours of operation are typically from 7:30 am to 5:30 pm, Monday through Thursday and on alternate Fridays. However, due to the Los Angeles County and California emergency orders to address COVID-19, Redondo Beach City Hall is closed to the public until further notice. To address the temporary closing, the Building Division operations are being conducted remotely and electronically.

COUNCIL APPROPRIATIONS

Redondo Beach's fiscal year runs from July 1 to June 30. Funds for the Building Division's plan review services are provided through the annual adopted budget. This amount may vary from year to year.

SCOPE OF WORK

The Building Division of the City of Redondo Beach provides comprehensive Plan Checking and Building Inspection services for building improvements proposed by private or public applicants/owners that includes, but is not limited to the following:

Plan Review: The City may select more than one firm to perform the requested services with plan check submittals assigned to the consultant from the approved list. Consultant shall agree to attend meetings via electronic video conferencing, at City Hall (once COVID-related closure is lifted), or at a particular job site when needed to resolve plan check matters or questions, but is encouraged to work directly by telephone, video conferencing, or email with the project's applicant, engineer/architect, and City of Redondo Beach staff when reviewing submitted plans or subsequent corrections. Review shall be performed by a professional that is registered/licensed in the State of California to perform work within their respective field of competency. All plan check services shall be performed by or under the responsible charge of a California licensed professional eligible to prepare and sign such plans.

1. The consultant shall provide thorough and efficient plan review services on an as needed basis for a variety of commercial, industrial, and complex residential projects and shall include the following:
 - a. Review and recheck of architectural, structural, grading, mechanical, plumbing, electrical, accessibility, Calgreen, energy plans, calculations, reports, and specifications for compliance as outlined in this proposal.
 - b. Recheck of plans after the applicant has made corrections.
 - c. Review and recheck of field changes and deferred submittals as needed.
 - d. Review and recheck of any additional work on the project as needed.
2. Plan review of submitted projects shall ensure conformance with the City's most current codes. Plan review letter comments shall be specific, detailed, complete, and reference plan sheet numbers and code sections where applicable. Two copies (one hard copy and one electronic) of the plan check correction list shall be provided to the City for each project reviewed.
3. Geo-technical reports, testing lab reports and any other reports shall be considered in the plan review process.
4. Consultant shall perform accelerated plan review on an as-needed basis. When authorized by the City and agreed to by the consultant, developer-initiated expedited plan check may be accommodated and shall be compensated at a rate not to exceed 1 ½ times the agreed upon hourly rate.
5. Contract between City and consultant shall be valid for three years.
6. Consultant shall be available to attend pre-submittal and design discussion meetings with the permit applicant as requested by the City. These meetings shall be compensated at the rate of one (1) hour of straight-time compensation and does not include travel time.
7. Telephone calls shall be returned on the same day and a live person to answer the telephone calls. Consultant shall make his cell telephone available to City so that consultant can be contacted, if necessary, by the City between the hours of 7:30 A.M. and 5:30 P.M. from Monday through Friday, except on holidays.
8. Plans pick up and drop off at the City shall be part of the plan review services and at the expense of consultant. Plans shall be picked up within 24 hours by the consultant after receiving notification from the City.
9. Structural plans are to be reviewed by at least a registered Structural Engineer. A

registered Civil Engineer may be substituted if it can be demonstrated that the individual has acceptable experience in structural design and plan review of complex structures.

10. Accessible plans are to be reviewed by at least a Certified Access Specialist (CAsp). A B3 licensed plan reviewer may be substituted if it can be demonstrated that the individual has acceptable experience in accessible plan review and perform the review under the supervision of a CAsp.
11. The consultant shall provide an itemized billing for all services on a monthly basis.
12. The City of Redondo Beach requests consultants to guarantee the following maximum turnaround time for performing plan review services. This turnaround time should be measured from the time a plan is received and sent back with complete comments.
 - a. Structural and Architectural (includes disabled access, Calgreen, and energy)
 - i. Regular plan check: 15 working days
 - ii. Accelerated plan check over \$1,000,00 in valuation: 10 working days
 - iii. Accelerated plan check under \$1,000,000 in valuation: 5 working days
 - b. Grading
 - i. Regular plan check: 10 working days
 - ii. Accelerated plan check: 5 working days
 - c. Plumbing, Mechanical, and Electrical
 - i. Regular plan check: 8 working days
 - ii. Accelerated plan check: 4 working days

Inspections: Consultant upon request of the City shall provide ICC or Other Certified and experienced inspectors to conduct inspections of all phases of construction for compliance with approved plans and all applicable codes and City Ordinances including but not limited to those relating to structural integrity, fire and life safety, electrical, plumbing, heating and air conditioning, as well as energy conservation, handicapped access, grading and site work. Contract inspection services could also include enforcement of compliance with conditions of approval and the requirements set forth on the plans for which the permit was issued. At the request of the City, and upon the availability of the consultant, building inspection may be performed after hours at a rate not to exceed 1 ½ times the agreed upon hourly rate. In addition, building inspectors are required to perform after-hours stand-by emergency response in the event of fires, accidents, etc.

Optional On-site Contract Services: Periodically, the Department of Community Development may need unexpected or temporary project or Department-specific requirements through contract services provided by the applicant firm in the following areas on an hourly-rate basis.

- MEP Plans Examiner
- Senior Plans Examiner
- Certified Accessibility Specialist
- Code Enforcement officer
- Plan Check Engineer
- Grading Inspector
- Permit Counter Technician
- Building Inspector
- Building Official
- Others as Requested

The applicant shall identify hourly rate ranges for each of the above responsibilities that could be relied upon during the contract period should the need arise to utilize such services.

The City will provide the selected consultant with access to copies of all adopted Building Code Amendments, available data, information, reports, records and maps available in City files that may be relevant to the contracted work. Research of and familiarity with this material shall be the responsibility of the consultant.

FEE SCHEDULE

Consultants providing plan review services to the City of Redondo Beach will be compensated based on an hourly basis. Consultants will provide accounting of the hours on a monthly period to be included in the monthly invoice.

CONSULTANT'S PROPOSAL

The City's third-party plan review consultant shall be compensated for their services based on an hourly basis. Proposals shall specify and meet the following requirements.

1. Provide a proposed schedule of total fees proposed for the components of the scope that you are submitting a proposal for and a listing of estimated other direct costs. Provide a listing of hourly rates for services, by type of personnel and/or service. See sample below:

HOURLY RATE		COMMENTS
Building Plan Review	\$	
MEP Plan Review	\$	
Grading	\$	
Spoils Reports Review	\$	
Other	\$	
TURN AROUND TIME		COMMENTS
Regular	working days	
Expedited	working days	
Pick-up Delivery	Within hours	
Others	working days	
ONSITE STAFFING CAPABILITY & RATE/HR		COMMENTS
Building Inspectors	\$	
Plan Reviewer	\$	
MEP Plan Reviewer	\$	
Permit Technician	\$	
Building Official	\$	
Others	\$	

2. For accelerated plan check the consultant will be compensated as submitted in items above. In addition to this percentage, the City's plan review consultant will receive an additional 50% of the agreed upon hourly rate for the actual number of hours spent

reviewing accelerated plans. Consultant shall track total number of hours spent on plan review and submit during monthly invoicing.

3. Applicants shall provide the City with the names, addresses, and phone numbers of at least three (3) references that have used their services over the past three years. Please advise these references that someone from the City of Redondo Beach may be contacting them to inquire about the firm's past/present services to them.
4. Applicant shall provide the City with a resume for each of the staff within your organization. This resume should include but not be limited to:
 - a. Related plan review experience
 - b. Type of structures reviewed
 - c. Number of years reviewing plans
 - d. Educational background
 - e. Appropriate degrees and certifications as related to plan checking
5. Applicants shall also submit one additional resume for the company. This resume would give a brief overview of the organization and would include (but not be limited to):
 - a. Plan check experience
 - b. Size of the organization
 - c. Number of years in the plan review business
6. Applicants shall provide a schedule for plan check turn around.
7. Applicants shall provide a single point of contact and accountability to the City.
8. Describe how your firm provides for responsiveness to phone calls or email from city staff; and discuss your anticipated relationship with the City of Redondo Beach and your organization.
9. List any lawsuits or arbitration proceedings that have been initiated by or against your firm in the past five years. Briefly state the nature of the action and the outcome.
10. Describe your firm's customer service philosophy and provide examples where this philosophy is demonstrated.

PROPOSAL REQUIREMENTS

Communication with the City of Redondo Beach

All communications about this Request for Proposal must be directed through email to PlanningRedondo@Redondo.org with subject line "Plan Check and Inspection Services RFP Questions". All questions related to this RFP should be submitted in writing via email and be addressed directly to the referenced contact person - this will ensure equity among proposers and that the questions and correct information is routed to the appropriate person. All questions are to be received by the City via email no later than November 13, 2020 at 5:30 PM. Responses to all questions will be disseminated at one time to all proposers via email by end of day November 19, 2020. Telephone communications or emails outside of the official RFP process shall not be binding upon the City. Contact with City employees or officials, other than the referenced contact person, is expressly prohibited without prior consent, and may result in disqualification of the applicant.

The consultant will name a representative to communicate with the City of Redondo Beach. The representative must be a person authorized to negotiate a contract in the company's name. The vendor must also identify a person who will act as the vendor's contract administrator. This person or a successor must have full authority to resolve disputes with the City of Redondo Beach. *Please direct inquiries as follows:*

Lina Portolese
E-mail: PlanningRedondo@Redondo.org

Proposal Submission

Proposals must be *received* no later than 5:30 p.m. on Tuesday, December 1, 2020 at the following location and addressed to:

Lina Portolese
E-mail: PlanningRedondo@Redondo.org

Proposals received after this date will not be considered and will be rejected. Proposals can be returned upon request at the bidder's expense.

The City can only accept electronic proposals at this time. If the file size is over 15MB, please email a link from a file sharing website (such as Dropbox). Proposals must be submitted via email. No in person, hard copy, or FAX submittals will be accepted. *All Proposals must be submitted via email with the Subject Line "Plan Check and Inspection Services Request for Submittal". In the body of the text, the document should state:*

Request for Proposal
Plan Check and Inspection Services
"Name and Address of Proposer"

Proposals must be signed by an individual authorized to bind the proposing entity to all commitments contained therein. If necessary, proposers may place in a separate folder or files clearly identified as "confidential" all financial statements, copyrighted material, trade secrets, or other proprietary information that it asserts is exempt from disclosure under the Public Records Act.

Proposal Schedule

The City reserves the right to make changes to the below schedule, but plans to adhere to the implementation of this bid process as follows:

RFP released date: October 27, 2020

Deadline for submitting questions: November 13, 2020

Responses to question: November 19, 2020

Proposals submittal due date: December 1, 2020

Costs Incurred by Consultant

The City of Redondo Beach shall not be liable for any costs incurred by the consultant in preparing or submitting a proposal to the City of Redondo Beach. Proposals should be prepared simply and economically, providing a straightforward, concise description of consultant's capabilities to satisfy the requirements of the proposal.

Contract

Selected consultant shall agree to enter into a contract with the City of Redondo Beach to provide the services agreed upon.

Rejection of Proposals

The City of Redondo Beach reserves the right to reject any and all proposals and to waive informalities in the proposal process. The City of Redondo Beach does not intend to enter into an agreement solely on the basis of a submitted proposal or otherwise pay for the information solicited or obtained.

Subsequent procurement, if any, will be in accordance with the appropriate City of Redondo Beach contractual action. Noncompliance with any condition of this proposal may result in a recommendation to the City of Redondo Beach Council that the consultant be disqualified.

Insurance

Failure to provide insurance coverage and written acceptance of the tendered policy shall be deemed to constitute a material breach of contract by vendor. The City of Redondo Beach reserves the right to then award the contract to another applicant. In order to protect the public interest and notwithstanding any provisions herein to the contrary, consultant's failure to comply with any provision in this Section shall subject the contract to immediate termination without notice and without recourse by any person. **Insurance requirements are included in the attached "Insurance Requirements for Consultants (General)".**

Business License

The successful applicant shall agree to have a current City of Redondo Beach business license on file at City Hall or purchase said license.

Validity of Proposals

Proposals shall be valid for one hundred eighty (180) working days from the submittal deadline.

Cost of Services

The City of Redondo Beach reserves the right to negotiate the amount for contract services.

CONSULTANT INFORMATION

In submitting a proposal, each applicant shall also provide the following information. Brochures and advertisements will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items.

Organization: Describe your firm's qualifications to provide the service specified in this RFP. Be sure to include: founding date (month and year) and brief history of firm; facility/office location; current number of employees (full-time and part-time); special equipment acquired for the work; firm's vision and mission statements, and key services offered.

References: List three or more clients for whom you have provided plan check services. List references that are current and similar in size and scope of work. For each of these references, include organization name, address, and the name and telephone number of the contact person.

Quality Control Program: Describe your firm's established "proactive" Quality Control program that you will be providing to the City, to ensure a high level of performance is maintained on a consistent basis.

Contract Administrator: Indicate the name, title, telephone number, and years of experience of the individual who will be administering the contract, if awarded to your firm.

Subcontracting: Is your firm planning to subcontract portions of the work? Yes__ No__
If yes, indicate the name of the subcontractor(s) and the portion of the work that will be subcontracted in each case.

Employees: How many employees do you plan to hire or retain to provide the services specified in this RFP? Are they going to be permanent full-time or part-time employees?

Affiliations and Accreditation: If any, what are some of your firm's professional affiliations, accreditation, and awards?

EVALUATION PROCESS AND SELECTION CRITERIA

Evaluation of the proposals will be based upon a competitive selection process. Selection will not, however, be limited to price alone. The City's primary objective is to retain a consultant(s) so that the City is best positioned to provide timely and professional plan review services in a qualified, efficient, and cost-effective manner, in combination with in-house city staff resources. City staff and evaluators will review all statements of proposals received timely. The candidate will be evaluated on the following criteria:

1. Experience in providing the same or similar services.
2. Ability to understand and perform the plan review and inspection tasks efficiently and in accordance with the requirements of City, approved documents and State adopted codes.
3. Demonstrated ability to make appropriate judgments about building code interpretations and alternate methods of achieving compliance with applicable codes in consultations with the City's Building Official.
4. Knowledge and familiarity with City of Redondo Beach Department of Community Development operations.
5. Strength of personnel and team proposed to provide services.
6. Cost to perform the required services as stated in the Scope of Work.
7. Oral and written communication abilities.
8. References.
9. Responses to Scope of Work.

Consultant must satisfy the City of its ability to perform the services required. Consultant must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner which addresses the stated evaluation criteria. Consultant shall be responsible for the accuracy of information supplied concerning references. In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar projects, or litigation by the Consultant on previous contracts to be grounds for disqualification.

The City reserves the right to reject any or all Proposals, amend the RFP, and to discontinue or re-open the process at any time. The City reserves the right to request and obtain, from one or more consulting firms, supplementary information as may be necessary for the City to analyze the proposal pursuant to contract selection criteria. Upon completion of the evaluation phase, the City will select those consultants for interviews whose proposals and qualifications most closely conform to the requirements of this RFP. The consultant, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. The City may choose to interview one or more firms responding to this RFP, and may enter into more than one contract with multiple individuals or firms, if City determines that is the best way to address the full range of services needed under this RFP.

INSURANCE REQUIREMENTS FOR CONSULTANTS (GENERAL)

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/location.

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 are to 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 are to 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 is to 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 are to 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 affecting 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.



Administrative Report

N.4., File # 20-1071

Meeting Date: 8/18/2020

To: MAYOR AND CITY COUNCIL

From: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING PROVIDING BUILDING DIVISION APPLICANT WITH OPTION OF THIRD PARTY BUILDING PLAN CHECKING SERVICES

EXECUTIVE SUMMARY

At the June 16, 2020 City Council meeting adopting the Redondo Beach municipal budget, the City Council requested that staff provide a report regarding the possibility of providing an expedited plan check process. This report addresses the history of staffing and procedures for Building Division plan check, the current plan check fee and contract structure, and options for this potential service offering of expedited plan check.

BACKGROUND

At the budget hearing, the question was raised on whether the Building Division could implement an expedited plan check process. As was discussed at that budget hearing, this potential service offering is intended to be complementary to current staffing functions rather than in lieu.

Building Plan Check Background on Process and Staffing

When the City receives an application for plan check, that includes review by the Building Division, Planning Division, Engineering Division, Fire Division, etc. The more complete and correct the application is, fewer steps are required to complete plan check. For every residential and commercial addition, alteration, new construction, tenant improvement, and other work being done in the City of Redondo Beach, full sets of working drawings/technical construction documents are required to be submitted, reviewed, and approved by various City departments before building permit issuance.

The City of Redondo Beach highly recommends using the services of registered licensed professionals to design and provide all necessary documentation for the submittal and review process. An applicant may wish to contact the Building Division early in the design phase, during preparation of these working drawings, to better understand what is required. Staff are able to tell the applicant what permits are likely required, approximately how much they will cost, and what types of drawings are necessary for each project. The most common working drawings/technical construction documents include:

- Property survey
- Foundation plans
- Site plans

- Floor plans
- Framing plans
- Elevation drawings
- Electrical plans
- Mechanical plans
- Plumbing plans
- Building cross sections
- Structural calculations
- Energy conservation plans
- Soils reports
- Fire sprinkler plans

The Planning Division reviews conceptual drawings first to determine that the project plans meet Zoning Code requirements. Once Planning has reviewed the drawings for submittal, the applicant's support professionals prepare the necessary technical construction documents to move forward with submitting their application to the Building Division for plan check. The total fees are calculated at this point, and the applicant pays only the portion of fees associated with plan check. Plan check includes review from the Building, Planning, Fire, and Engineering Divisions simultaneously to evaluate if the plans are complete, if the project meets the municipal code and policy requirements, and what permits are required.

Plan check typically involves a few rounds of City review to ensure that the project fully complies with all zoning, building, fire, and public works code regulations. These reviews will result in a list of "corrections" that the applicant's licensed professional will need to incorporate into revised drawings. The length of time that each plan check takes depends on several factors, including the current number of projects under City review and how quickly the licensed professional incorporates the corrections and submits revised drawings for re-check. Once the corrections are fully incorporated into an applicant's drawings, the drawings are reviewed and stamped approved by each involved department. At that point the applicant can secure their building permit and begin work. The remainder of the fees is collected at this time. A plan check application is valid for six (6) months and building permits must be secured within that timeframe, otherwise a new plan check review is required. It should be noted that extensions can be requested and are typically approved.

The City of Redondo Beach has three plan check staff in the Building Division. The Building Division plan check process has a longer timeframe than Planning (where the conceptual drawing has already been reviewed), Fire, and Engineering. Any consideration of expediting services would be for the Building Division plan check process only.

Building Plan Check Current Fee Schedule and Past Practice

The adopted budget assumes that plan check on most projects is conducted by City staff. Larger projects may be sent to outside plan check consultants, or at times when the City is short of staffing. In instances where there is a significantly larger project (such as the upcoming South Bay Galleria site), a separate reimbursement agreement with the applicant may be executed that describes the scope and cost of supplemental contract services.

The current budget and contract structure are set up so that if a project is sent to an outside

consultant, the consultant gets a large percentage of the plan check fee, regardless of hours worked on the review. Under this structure, the cost of staff time to administer plan check may not be covered due to a majority of the fee going to contractors instead of going toward city revenue which covers Department salaries. If the outside review option is utilized too frequently, the City may not receive enough plan check fees to meet budget revenue estimates.

Building Plan Check Expediting Impacts to Fee Schedule and Contracts

Other Municipalities' Expediting:

Staff reached out to El Segundo, Manhattan Beach, Hermosa Beach, and Torrance to see which municipalities may be utilizing third party Building Division plan check expediting services. Although Hermosa does not expedite, they do send out all Building Division plan check to contractors. Manhattan Beach, El Segundo, and Torrance all offer expedited plan check for Building Division review, charging an extra 50% fee or another mark-up charge. As well, their contracts are based on actual hours worked, not a set percentage of the plan check fee. And although Building Division plan check is expedited in these communities, Planning and other division reviews are not outsourced.

- Manhattan Beach charges an extra 50% fee for expediting on top of the regular Building Division plan check fee.
- Torrance charges a mark-up that varies based on project valuation.
- El Segundo charges an extra 50% fee. They recently went out for RFP and were able to qualify nearly 10 firms to choose from for expedited plan check.

In each of these cases, the request by the applicant to expedite is a voluntary one, and thus the additional fee is something the applicant is opting to accept. This covers a similar increase in the hourly rate charged by the consultant to do the expedited review, thus fully covering the contract cost of having the consultant do the expedited work.

Revisions Required to Implement Building Plan Check Expediting:

This discussion item is for City Council to determine if they want to pursue the implementation of building plan check expediting services and at what cost and surcharge. There exists an expediting fee of an additional 50% charge of the Building plan check fee in the current Fee Schedule, although there is not a procedure in place to provide the expedited service. If City Council gives direction to pursue this option, the following will be needed to complete implementation:

- Discuss if Council wishes to revise the fee. If revised, any new fee would need to be adopted by resolution and included in the City's Master Fee Schedule.
- Issue an RFP for contractors that creates a rate structure for supplemental contract services.
- Create contracts with various qualifying consultants for hourly rates for both non-expedited and expedited services.
- Once contracts are in place, the process can be implemented and plan check application can be revised to include the option for expediting.

As noted earlier, Planning, Fire, and Engineering reviews are not expedited, but would still run concurrently with the Building Division reviews.

Expediting is of the review of the building plans, as this is the area of review that most typically requires corrections and re-submission. The timeline of initial review and subsequent reviews is

expedited, but the timeframe for the applicant to make the required revisions and re-submit would continue to be dependent on the skill and availability of the applicant's design and engineering professionals.

COORDINATION

This report has been coordinated with the City Manager's office. Staff consulted with outside municipalities to understand other practices and services.

FISCAL IMPACT

The cost of preparing this staff report is part of the Community Development Department's annual work program and is included in the Department's portion of the adopted 2020-2021 Annual Budget.

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND BUREAU VERITAS NORTH AMERICA, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Bureau Veritas North America, Inc., a Delaware 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 9th day of February, 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation

BUREAU VERITAS NORTH AMERICA, INC.,
a Delaware corporation

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"

SCOPE OF WORK

I. CONSULTANT'S DUTIES

Consultant shall provide the following plan check and building inspection services for building improvements on an as-needed basis.

A. Plan Review: Upon City's request, attend meetings via electronic video conferencing, at City Hall, or at a job site to resolve plan check matters or questions. Review submitted plans or subsequent corrections by telephone, video conferencing, or email with the project's applicant, engineer/architect, and City staff. The mode of communication will be at City's discretion. Ensure the review is performed by a California registered/licensed professional who is within his/her respective field of competency. Ensure all plan check services are performed by a California licensed professional authorized to prepare and sign such plans.

1. Provide thorough and efficient plan review services for commercial, industrial, and complex residential projects as set forth below.
 - a. Review and recheck architectural, structural, grading, mechanical, plumbing, electrical, accessibility, Calgreen, energy plans, calculations, reports, and specifications for compliance as described herein.
 - b. Recheck plans after the applicant has made corrections.
 - c. Review and recheck field changes and deferred submittals.
 - d. Review and recheck of any additional work on the project.
2. Ensure plan review complies with all laws, regulations, codes, ordinances, policies, and rules. Provide specific, detailed, complete plan review letter comments, and reference plan sheet numbers and code sections where applicable. Provide two copies (one hard copy and one electronic) of the plan check correction list to the City for each project reviewed.
3. Consider geo-technical reports, testing lab reports and any other in the plan review process.
4. Perform accelerated plan review.
5. Attend pre-submittal and design discussion meetings with the permit applicant as requested by the City.
6. Return telephone calls on the same day. Ensure a live person answers the City's telephone calls. Provide cell phone number to the City to ensure City shall be able to contact Consultant from 7:30 A.M. and 5:30 P.M., Monday through Friday (except holidays).
7. Provide plans pick up and drop off at the City at no charge to the City. Upon

receipt of notification from the City, pick up the plans within 24 hours.

8. Review structural plans and ensure the review is performed by at least a registered Structural Engineer.
9. Ensure accessible plans are reviewed by at least a Certified Access Specialist (CASP).
10. Recommend which records the City must provide to the Consultant as described in Section II of this Exhibit "A". The research of and the familiarity with the records shall be Consultant's responsibility.
11. Comply with the schedule set forth below. The turnaround time shall be measured from the date Consultant receives the plan to the date the City receives the plan with Consultant's complete comments.

Structural and Architectural (Includes Disabled Access, Calgreen, and Energy)	
Regular plan check	15 working days
Accelerated plan check over \$1,000,00 in valuation	10 working days
Accelerated plan check under \$1,000,000 in valuation	5 working days
Grading	
Regular plan check	10 working days
Accelerated plan check	5 working days
Plumbing, Mechanical, and Electrical	
Regular plan check	8 working days
Accelerated plan check	4 working days

- B. Inspections: Upon City's request, provide International Code Council ("ICC") or Other Certified and experienced inspectors to conduct inspections of all phases of construction to ensure compliance with approved plans, laws, regulations, codes, ordinances, policies, and rules, including but not limited to, those relating to structural integrity, fire and life safety, electrical, plumbing, heating and air conditioning, energy conservation, handicap access, grading and site work. Contract inspection services includes enforcement of conditions and plan's requirements as approved by the City for which the permit was issued. At the request of the City, perform building inspections after hours. Ensure building inspectors perform after-hours stand-by emergency response in the event of any emergency, including but not limited to fires and accidents.

II. **CITY'S DUTIES**

City shall provide the consultant with access to copies of all adopted Building Code Amendments, available data, information, reports, records and maps available in the City's files related work described herein.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence February 9, 2021 and expire February 8, 2024 ("Term"), unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

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

- I. **AMOUNT.** Consultant shall be paid in accordance with the following hourly rate schedule.

Hourly Rates for Plan Check Services	
Staff Level Qualifications	Hourly Billing Rate*
Building Plan Review (SE)	\$135
Building Plan Review (PE)	\$120
MEP Plan Review	\$110
Grading Plan Review	\$140
Soil Report Review	\$150
Other	
Building Plan Review	\$110
C.A.Sp. Plan Review	\$125
Fire Plan Review (FPE)	\$135
Fire Plan Review	\$115
Turn Around Time	
Regular	10 Working Days
Expedited	5 Working Days
Pick-Up Delivery	Within 48 hours
Onsite Staffing Capability & Rate/HR	
Senior Building Inspector	\$95
Building Inspector	\$85
Permit Tech	\$60
Building Official	\$145
Others	
C.A.Sp. Inspector, ADA Assessments	\$150
Fire Inspector	\$115

* Pre-submittal and design discussion meetings with the permit applicant as requested by the City shall be compensated at the rate of one (1) hour of straight-time compensation and does not include travel time.

Additional Rate. Consultant shall be paid 1 and ½ times the foregoing rates for the following scope of work. However, none of these fees shall be charged without the City's prior written approval.

1. Expedited plan review
2. Developer initiated expedited plan check
3. Building inspections after hours
4. Overtime in accordance with California State regulation

II. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Consultant exceed \$15,000 during the term of this Agreement.

III. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.

- A. Description of the work performed.
- B. Applicable hourly rate.
- C. Additional rate and City's prior written approval if applicable.
- D. Number of hours worked.

Invoice must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City. If no work is performed in a given month, no invoice is required. Consultant may be required to provide back-up material upon request.

IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty days of City's receipt of Consultant's monthly invoice; provided that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.

V. **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: Bureau Veritas North America, Inc.
600 N. Rosemead Blvd. Suite 205
Pasadena, CA 91107
Attention: Ted Mirzakhani

City: City of Redondo Beach
Community Development Department, Building Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Chief Building Official

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.

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

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Hayer 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.

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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 9th day of February, 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation

HAYER CONSULTANTS INC.,
a California corporation

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"

SCOPE OF WORK

I. CONSULTANT'S DUTIES

Consultant shall provide the following plan check and building inspection services for building improvements on an as-needed basis.

A. Plan Review: Upon City's request, attend meetings via electronic video conferencing, at City Hall, or at a job site to resolve plan check matters or questions. Review submitted plans or subsequent corrections by telephone, video conferencing, or email with the project's applicant, engineer/architect, and City staff. The mode of communication will be at City's discretion. Ensure the review is performed by a California registered/licensed professional who is within his/her respective field of competency. Ensure all plan check services are performed by a California licensed professional authorized to prepare and sign such plans.

1. Provide thorough and efficient plan review services for commercial, industrial, and complex residential projects as set forth below.
 - a. Review and recheck architectural, structural, grading, mechanical, plumbing, electrical, accessibility, Calgreen, energy plans, calculations, reports, and specifications for compliance as described herein.
 - b. Recheck plans after the applicant has made corrections.
 - c. Review and recheck field changes and deferred submittals.
 - d. Review and recheck of any additional work on the project.
2. Ensure plan review complies with all laws, regulations, codes, ordinances, policies, and rules. Provide specific, detailed, complete plan review letter comments, and reference plan sheet numbers and code sections where applicable. Provide two copies (one hard copy and one electronic) of the plan check correction list to the City for each project reviewed.
3. Consider geo-technical reports, testing lab reports and any other in the plan review process.
4. Perform accelerated plan review.
5. Attend pre-submittal and design discussion meetings with the permit applicant as requested by the City.
6. Return telephone calls on the same day. Ensure a live person answers the City's telephone calls. Provide cell phone number to the City to ensure City shall be able to contact Consultant from 7:30 A.M. and 5:30 P.M.,

Monday through Friday (except holidays).

7. Provide plans pick up and drop off at the City at no charge to the City. Upon receipt of notification from the City, pick up the plans within 24 hours.
8. Review structural plans and ensure the review is performed by at least a registered Structural Engineer.
9. Ensure accessible plans are reviewed by at least a Certified Access Specialist (CASP).
10. Recommend which records the City must provide to the Consultant as described in Section II of this Exhibit "A". The research of and the familiarity with the records shall be Consultant's responsibility.
11. Comply with the schedule set forth below. The turnaround time shall be measured from the date Consultant receives the plan to the date the City receives the plan with Consultant's complete comments.

Structural and Architectural (Includes Disabled Access, Calgreen, and Energy)	
Regular plan check	15 working days
Accelerated plan check over \$1,000,00 in valuation	10 working days
Accelerated plan check under \$1,000,000 in valuation	5 working days
Grading	
Regular plan check	10 working days
Accelerated plan check	5 working days
Plumbing, Mechanical, and Electrical	
Regular plan check	8 working days
Accelerated plan check	4 working days

- B. Inspections: Upon City's request, provide International Code Council ("ICC") or Other Certified and experienced inspectors to conduct inspections of all phases of construction to ensure compliance with approved plans, laws, regulations, codes, ordinances, policies, and rules, including but not limited to, those relating to structural integrity, fire and life safety, electrical, plumbing, heating and air conditioning, energy conservation, handicap access, grading and site work. Contract inspection services includes enforcement of conditions and plan's requirements as approved by the City for which the permit was issued. At the request of the City, perform building inspections after hours. Ensure building inspectors perform after-hours stand-by emergency response in the event of any emergency, including but not limited to fires and accidents.

II. **CITY'S DUTIES**

City shall provide the consultant with access to copies of all adopted Building Code Amendments, available data, information, reports, records and maps available in the City's files related work described herein.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence February 9, 2021 and expire February 8, 2024 ("Term"), unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

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

- I. **AMOUNT.** Consultant shall be paid in accordance with the following hourly rate schedule.

	<u>HOURLY RATE</u>	<u>COMMENTS</u>
Building Plan Review	\$85-\$100	Rate based on complexity or as negotiated
MEP Plan Review	\$85-\$100	Rate based on complexity or as negotiated
Grading	\$85-\$100	Rate based on complexity or as negotiated
Soils Reports Review	\$85-\$100	Rate based on complexity or as negotiated
<u>ONSITE STAFFING CAPABILITY & HOURLY RATE</u>		<u>COMMENTS</u>
Building Inspectors	\$90-\$105	Rate based on experience
Plan Reviewer	\$95-\$110	Rate based on experience
MEP Plan Reviewer	\$95-\$110	Rate based on experience
Permit Technician	\$55-\$70	Rate based on experience
Building Official	\$110-\$130	Rate based on experience

HCI is willing to negotiate its fees as necessary in order to provide the most cost effective yet high quality services to the City. The accelerated plan check fee will be as per the City's additional 50% rate.

* Pre-submittal and design discussion meetings with the permit applicant as requested by the City shall be compensated at the rate of one (1) hour of straight-time compensation and does not include travel time.

Additional Rate. Consultant shall be paid 1 and ½ times the foregoing rates for the following scope of work. However, none of these fees shall be charged without the City's prior written approval.

1. Expedited plan review
2. Developer initiated expedited plan check
3. Building inspections after hours
4. Overtime in accordance with California State laws

- II. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Consultant exceed \$15,000 during the term of this Agreement.
- III. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.

- A. Description of the work performed.
- B. Applicable hourly rate.
- C. Additional rate and City's prior written approval if applicable.
- D. Number of hours worked.

Invoice must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City. If no work is performed in a given month, no invoice is required. Consultant may be required to provide back-up material upon request.

- IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty days of City's receipt of Consultant's monthly invoice; provided that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.
- V. **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: Hayer Consultants, Inc.
4067 Hardwick St. PMB 250
Lakewood, CA 90712
Attention: Navdeep K. Hayer

City: City of Redondo Beach
Community Development Department, Building Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Chief Building Official

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.

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND J. LEE ENGINEERING, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and J. Lee Engineering, 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.
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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 9th day of February, 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation

J. LEE ENGINEERING, INC.,
a California corporation

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"

SCOPE OF WORK

I. CONSULTANT'S DUTIES

Consultant shall provide the following plan check and building inspection services for building improvements on an as-needed basis.

A. Plan Review: Upon City's request, attend meetings via electronic video conferencing, at City Hall, or at a job site to resolve plan check matters or questions. Review submitted plans or subsequent corrections by telephone, video conferencing, or email with the project's applicant, engineer/architect, and City staff. The mode of communication will be at City's discretion. Ensure the review is performed by a California registered/licensed professional who is within his/her respective field of competency. Ensure all plan check services are performed by a California licensed professional authorized to prepare and sign such plans.

1. Provide thorough and efficient plan review services for commercial, industrial, and complex residential projects as set forth below.
 - a. Review and recheck architectural, structural, grading, mechanical, plumbing, electrical, accessibility, Calgreen, energy plans, calculations, reports, and specifications for compliance as described herein.
 - b. Recheck plans after the applicant has made corrections.
 - c. Review and recheck field changes and deferred submittals.
 - d. Review and recheck of any additional work on the project.
2. Ensure plan review complies with all laws, regulations, codes, ordinances, policies, and rules. Provide specific, detailed, complete plan review letter comments, and reference plan sheet numbers and code sections where applicable. Provide two copies (one hard copy and one electronic) of the plan check correction list to the City for each project reviewed.
3. Consider geo-technical reports, testing lab reports and any other in the plan review process.
4. Perform accelerated plan review.
5. Attend pre-submittal and design discussion meetings with the permit applicant as requested by the City.
6. Return telephone calls on the same day. Ensure a live person answers the City's telephone calls. Provide cell phone number to the City to ensure City shall be able to contact Consultant from 7:30 A.M. and 5:30 P.M.,

Monday through Friday (except holidays).

7. Provide plans pick up and drop off at the City at no charge to the City. Upon receipt of notification from the City, pick up the plans within 24 hours.
8. Review structural plans and ensure the review is performed by at least a registered Structural Engineer.
9. Ensure accessible plans are reviewed by at least a Certified Access Specialist (CASP).
10. Recommend which records the City must provide to the Consultant as described in Section II of this Exhibit "A". The research of and the familiarity with the records shall be Consultant's responsibility.
11. Comply with the schedule set forth below. The turnaround time shall be measured from the date Consultant receives the plan to the date the City receives the plan with Consultant's complete comments.

Structural and Architectural (Includes Disabled Access, Calgreen, and Energy)	
Regular plan check	15 working days
Accelerated plan check over \$1,000,00 in valuation	10 working days
Accelerated plan check under \$1,000,000 in valuation	5 working days
Grading	
Regular plan check	10 working days
Accelerated plan check	5 working days
Plumbing, Mechanical, and Electrical	
Regular plan check	8 working days
Accelerated plan check	4 working days

- B. Inspections: Upon City's request, provide International Code Council ("ICC") or Other Certified and experienced inspectors to conduct inspections of all phases of construction to ensure compliance with approved plans, laws, regulations, codes, ordinances, policies, and rules, including but not limited to, those relating to structural integrity, fire and life safety, electrical, plumbing, heating and air conditioning, energy conservation, handicap access, grading and site work. Contract inspection services includes enforcement of conditions and plan's requirements as approved by the City for which the permit was issued. At the request of the City, perform building inspections after hours. Ensure building inspectors perform after-hours stand-by emergency response in the event of any emergency, including but not limited to fires and accidents.

II. **CITY'S DUTIES**

City shall provide the consultant with access to copies of all adopted Building Code Amendments, available data, information, reports, records and maps available in the City's files related work described herein.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence February 9, 2021 and expire February 8, 2024 ("Term"), unless otherwise terminated as herein provided.

EXHIBIT “C”

COMPENSATION

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

- I. **AMOUNT.** Consultant shall be paid in accordance with the following hourly rate schedule.

HOURLY RATE		COMMENTS
Building Plan Review	\$125.00	Sr. Plan Check Engineer
	\$110.00	Plan Check Engineer
	\$95.00	Sr. Plan Examiner
	\$85.00	Plan Examiner
MEP Plan Review	\$125.00	Sr. Plan Check Engineer
	\$110.00	Plan Check Engineer
Grading Review	\$125.00	Sr. Plan Check Engineer
	\$110.00	Plan Check Engineer
	\$95.00	Sr. Plan Examiner
	\$85.00	Plan Examiner
Soils Reports Review	\$140.00	Geotechnical Engineer/Geologist
Certified Accessibility Specialist (CAsp) Review	\$140.00	
Structural Review	\$140.00	Structural Engineer (S.E.)
TURNAROUND TIME		COMMENTS
Regular	15 working days	
Expedited	10 working days	Accelerated plan check over \$1,000,000 in valuation.
	5 working days	Accelerated plan check under \$1,000,000 in valuation.
Pick-up Delivery	24 within hours	After receiving notification during business days.
ONSITE STAFFING CAPABILITY & RATE/HR		COMMENTS
Building Inspector	\$105.00	Sr. Inspector
	\$95.00	Inspector
	\$85.00	Code Enforcement officer
Plan Reviewer	\$125.00	Sr. Plan Check Engineer
	\$110.00	Plan Check Engineer
	\$95.00	Sr. Plan Examiner
	\$85.00	Plan Examiner
MEP Plan Reviewer	\$125.00	Sr. Plan Check Engineer
	\$110.00	Plan Check Engineer
Permit Technician	\$65.00	
Building Official	\$160.00	
Certified Accessibility Specialist (CAsp)	\$140.00	

Details of Fee Schedule

- A. No additional cost for plan pickup and delivery services.
- B. The fees for “expedited” or “accelerated” plan reviews will be 1.5 times the regular hourly rates.
- C. The fees for “after-hour” inspection and other services will be 1.5 times the inspection hourly rates.
- D. The mileage while performing inspections will be reimbursed at Standard Mileage Rate per IRS at the time of occurrence when a vehicle is not provided by the City for the inspection. For 2020, the rate is \$0.575 per mile.

* Pre-submittal and design discussion meetings with the permit applicant as requested by the City shall be compensated at the rate of one (1) hour of straight-time compensation and does not include travel time.

- II. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Consultant exceed \$15,000 during the term of this Agreement.
- III. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.
 - A. Description of the work performed.
 - B. Applicable hourly rate.
 - C. Additional rate and City’s prior written approval if applicable.
 - D. Number of hours worked.

Invoice must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City. If no work is performed in a given month, no invoice is required. Consultant may be required to provide back-up material upon request.

- IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty days of City’s receipt of Consultant’s monthly invoice; provided that services are completed to the City’s reasonable satisfaction and there is no dispute over the amount.
- V. **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: J. Lee Engineering, Inc.
430 S. Garfield Ave. Suite 301
Alhambra, CA 91801
Attention: Jae Lee, PE

City: City of Redondo Beach
Community Development Department, Building Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Chief Building Official

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.

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND INTERWEST CONSULTING GROUP INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Interwest Consulting Group Inc., a Colorado 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 9th day of February, 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation

INTERWEST CONSULTING GROUP INC.,
a Colorado corporation

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"

SCOPE OF WORK

I. CONSULTANT'S DUTIES

Consultant shall provide the following plan check and building inspection services for building improvements on an as-needed basis.

A. Plan Review: Upon City's request, attend meetings via electronic video conferencing, at City Hall, or at a job site to resolve plan check matters or questions. Review submitted plans or subsequent corrections by telephone, video conferencing, or email with the project's applicant, engineer/architect, and City staff. The mode of communication will be at City's discretion. Ensure the review is performed by a California registered/licensed professional who is within his/her respective field of competency. Ensure all plan check services are performed by a California licensed professional authorized to prepare and sign such plans.

1. Provide thorough and efficient plan review services for commercial, industrial, and complex residential projects as set forth below.
 - a. Review and recheck architectural, structural, grading, mechanical, plumbing, electrical, fire and life safety, accessibility, Calgreen, energy plans, calculations, reports, and specifications for compliance as described herein.
 - b. Recheck plans after the applicant has made corrections.
 - c. Review and recheck field changes and deferred submittals.
 - d. Review and recheck of any additional work on the project.
2. Ensure plan review complies with all laws, regulations, codes, ordinances, policies, and rules. Provide specific, detailed, complete plan review letter comments, and reference plan sheet numbers and code sections where applicable. Provide two copies (one hard copy and one electronic) of the plan check correction list to the City for each project reviewed.
3. Consider geo-technical reports, testing lab reports and any other in the plan review process.
4. Perform accelerated plan review.
5. Attend pre-submittal and design discussion meetings with the permit applicant as requested by the City.
6. Return telephone calls on the same day. Ensure a live person answers the City's telephone calls. Provide cell phone number to the City to ensure City shall be able to contact Consultant from 7:30 A.M. and 5:30 P.M.,

Monday through Friday (except holidays).

7. Provide plans pick up and drop off at the City at no charge to the City. Upon receipt of notification from the City, pick up the plans within 24 hours.
8. Review structural plans and ensure the review is performed by at least a registered Structural Engineer.
9. Ensure accessible plans are reviewed by at least a Certified Access Specialist (CASP).
10. Recommend which records the City must provide to the Consultant as described in Section II of this Exhibit "A". The research of and the familiarity with the records shall be Consultant's responsibility.
11. Comply with the schedule set forth below. The turnaround time shall be measured from the date Consultant receives the plan to the date the City receives the plan with Consultant's complete comments.

Structural and Architectural (Includes Disabled Access, Calgreen, and Energy)	
Regular plan check	15 working days
Accelerated plan check over \$1,000,00 in valuation	10 working days
Accelerated plan check under \$1,000,000 in valuation	5 working days
Grading	
Regular plan check	10 working days
Accelerated plan check	5 working days
Plumbing, Mechanical, and Electrical	
Regular plan check	8 working days
Accelerated plan check	4 working days

- B. Inspections: Upon City's request, provide International Code Council ("ICC") or Other Certified and experienced inspectors to conduct inspections of all phases of construction to ensure compliance with approved plans, laws, regulations, codes, ordinances, policies, and rules, including but not limited to, those relating to structural integrity, fire and life safety, electrical, plumbing, heating and air conditioning, energy conservation, handicap access, grading and site work. Contract inspection services includes enforcement of conditions and plan's requirements as approved by the City for which the permit was issued. At the request of the City, perform building inspections after hours. Ensure building inspectors perform after-hours stand-by emergency response in the event of any emergency, including but not limited to fires and accidents.

II. **CITY'S DUTIES**

City shall provide the consultant with access to copies of all adopted Building Code Amendments, available data, information, reports, records and maps available in the City's files related work described herein.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence February 9, 2021 and expire February 8, 2024 ("Term"), unless otherwise terminated as herein provided.

EXHIBIT “C”

COMPENSATION

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

- I. **AMOUNT.** Consultant shall be paid in accordance with the following hourly rate schedule.

HOURLY RATE		COMMENTS
Building Plan Review / Plans Examiner	\$95	Building Plan review may involve a licensed engineer. See our fee schedule below.
MEP Plan Review / Plans Examiner	\$95	MEP Plan review may involve a licensed engineer. See our fee schedule below.
Grading	\$120	Grading may involve a licensed engineer. See our fee schedule below.
Soils Reports Review	Please refer to rates from Kling Consulting Group (subconsultant for geotechnical and soil report reviews) on the following page.	
OTHERS:		
Principal in Charge	\$160	
Project Manager	\$150	
Plan Review Project Manager	\$140	
Certified Building Official	\$150	
Senior Structural Engineer	\$140	
Licensed Plan Review Engineer	\$125	
Senior Plan Review Architect	\$125	
ICC Certified Plans Examiner	\$95	
Senior Plans Examiner	\$105	
CASp	\$105	
Permit Technician	\$62	
Inspector I-III	\$75-95	

ONSITE STAFFING CAPABILITY & RATE/HR		COMMENTS
Building Inspectors	\$75-95	Inspector I-III
Plan Reviewer	\$110	
MEP Plan Reviewer	\$140	
Permit Technician	\$62	
Certified Building Official	\$150	
OTHERS:		
Licensed Plan Review Engineer	\$140	

ICC Certified Plans Examiner	\$110	
Senior Plans Examiner	\$120	
CASp	\$110	
Code Enforcement Officer	\$95	
Grading Inspector	\$95	\$140 for licensed grading engineer
ICC Fire Plans Examiner	\$100	
ICC Fire Inspector	\$100	

Mileage: Vehicle mileage while performing city services will be charged utilizing the current IRS Vehicle mileage rate.

Expedited Plan Reviews: Expedited plan reviews can be provided upon request. Fees for expedited plan review services will be an additional **40%** of the above noted hourly rates. No overtime fees will be added for plan review services.

Inspection Services: Inspection services will be a minimum of 4 hours per day. Overtime fees will be assessed at **40%** of the above hourly rates for inspection exceeding 8 hours or for afterhours emergency inspection.

* Pre-submittal and design discussion meetings with the permit applicant as requested by the City shall be compensated at the rate of one (1) hour of straight-time compensation and does not include travel time.

II. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Consultant exceed \$15,000 during the term of this Agreement.

III. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.

- A. Description of the work performed.
- B. Applicable hourly rate.
- C. Additional rate and City's prior written approval if applicable.
- D. Number of hours worked.

Invoice must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City. If no work is performed in a given month, no invoice is required. Consultant may be required to provide back-up material upon request.

IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty days of City's receipt of Consultant's monthly invoice; provided that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.

V. **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: Interwest Consulting Group Inc.
1 Jenner, Suite 160
Irvine, CA 92618
Attention: Jay Elbettar

City: City of Redondo Beach
Community Development Department, Building Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Chief Building Official

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.

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND JASON ADDISON SMITH CONSULTING SERVICES, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Jason Addison Smith Consulting Services, 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 9th day of February, 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation

JASON ADDISON SMITH CONSULTING
SERVICES, INC., a California corporation

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"

SCOPE OF WORK

I. CONSULTANT'S DUTIES

Consultant shall provide the following plan check and building inspection services for building improvements on an as-needed basis.

A. Plan Review: Upon City's request, attend meetings via electronic video conferencing, at City Hall, or at a job site to resolve plan check matters or questions. Review submitted plans or subsequent corrections by telephone, video conferencing, or email with the project's applicant, engineer/architect, and City staff. The mode of communication will be at City's discretion. Ensure the review is performed by a California registered/licensed professional who is within his/her respective field of competency. Ensure all plan check services are performed by a California licensed professional authorized to prepare and sign such plans.

1. Provide thorough and efficient plan review services for commercial, industrial, and complex residential projects as set forth below.
 - a. Review and recheck architectural, structural, grading, mechanical, plumbing, electrical, accessibility, Calgreen, energy plans, calculations, reports, and specifications for compliance as described herein.
 - b. Recheck plans after the applicant has made corrections.
 - c. Review and recheck field changes and deferred submittals.
 - d. Review and recheck of any additional work on the project.
2. Ensure plan review complies with all laws, regulations, codes, ordinances, policies, and rules. Provide specific, detailed, complete plan review letter comments, and reference plan sheet numbers and code sections where applicable. Provide two copies (one hard copy and one electronic) of the plan check correction list to the City for each project reviewed.
3. Consider geo-technical reports, testing lab reports and any other in the plan review process.
4. Perform accelerated plan review.
5. Attend pre-submittal and design discussion meetings with the permit applicant as requested by the City.
6. Return telephone calls on the same day. Ensure a live person answers the City's telephone calls. Provide cell phone number to the City to ensure City shall be able to contact Consultant from 7:30 A.M. and 5:30 P.M.,

Monday through Friday (except holidays).

7. Provide plans pick up and drop off at the City at no charge to the City. Upon receipt of notification from the City, pick up the plans within 24 hours.
8. Review structural plans and ensure the review is performed by at least a registered Structural Engineer.
9. Ensure accessible plans are reviewed by at least a Certified Access Specialist (CASP).
10. Recommend which records the City must provide to the Consultant as described in Section II of this Exhibit "A". The research of and the familiarity with the records shall be Consultant's responsibility.
11. Comply with the schedule set forth below. The turnaround time shall be measured from the date Consultant receives the plan to the date the City receives the plan with Consultant's complete comments.

Structural and Architectural (Includes Disabled Access, Calgreen, and Energy)	
Regular plan check	15 working days
Accelerated plan check over \$1,000,000 in valuation	10 working days
Accelerated plan check under \$1,000,000 in valuation	5 working days
Grading	
Regular plan check	10 working days
Accelerated plan check	5 working days
Plumbing, Mechanical, and Electrical	
Regular plan check	8 working days
Accelerated plan check	4 working days

- B. Inspections: Upon City's request, provide International Code Council ("ICC") or Other Certified and experienced inspectors to conduct inspections of all phases of construction to ensure compliance with approved plans, laws, regulations, codes, ordinances, policies, and rules, including but not limited to, those relating to structural integrity, fire and life safety, electrical, plumbing, heating and air conditioning, energy conservation, handicap access, grading and site work. Contract inspection services includes enforcement of conditions and plan's requirements as approved by the City for which the permit was issued. At the request of the City, perform building inspections after hours. Ensure building inspectors perform after-hours stand-by emergency response in the event of any emergency, including but not limited to fires and accidents.

II. **CITY'S DUTIES**

City shall provide the consultant with access to copies of all adopted Building Code Amendments, available data, information, reports, records and maps available in the City's files related work described herein.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence February 9, 2021 and expire February 8, 2024 ("Term"), unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

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

- I. **AMOUNT.** Consultant shall be paid in accordance with the following hourly rate schedule.

Service Description	Hourly Rate	Comments
Building Plan Review	\$115.00	
MEP Plan Review	\$115.00	
Grading	\$115.00	
Soils Reports Review	\$115.00	
Other		

Service Description	Turnaround Time	Comments
Regular	10 working days	
Expedited	5 working days	
Pick-up Delivery	Within 24 hours	
Other		

On-Site Staffing	Hourly Rate	Comments
Building Inspectors	\$85.00 - \$105.00	
Plan Reviewer	\$95.00 - \$135.00	
MEP Plan Reviewer	\$95.00 - \$135.00	
Permit Technician	\$65.00 - \$85.00	
Building Official	\$125.00 - \$145.00	
Certified Access Specialist	\$105.00 - \$115.00	
Code Enforcement Officer	\$75.00 - \$95.00	
Grading Inspector	\$85.00 - \$105.00	

*Overtime hours shall be billed at a rate of 1.5.

* Pre-submittal and design discussion meetings with the permit applicant as requested by the City shall be compensated at the rate of one (1) hour of straight-time compensation and does not include travel time.

Additional Rate. Consultant shall be paid 1 and ½ times the foregoing rates for the following scope of work. However, none of these fees shall be charged without the City's prior written approval.

1. Expedited plan review
2. Developer initiated expedited plan check
3. Building inspections after hours
4. Overtime in accordance with California State laws

II. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Consultant exceed \$15,000 during the term of this Agreement.

III. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.

- A. Description of the work performed.
- B. Applicable hourly rate.
- C. Additional rate and City's prior written approval if applicable.
- D. Number of hours worked.

Invoice must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City. If no work is performed in a given month, no invoice is required. Consultant may be required to provide back-up material upon request.

IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty days of City's receipt of Consultant's monthly invoice; provided that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.

V. **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: Jason Addison Smith Consulting Services, Inc
201 N. Euclid Ave. Suite A
Upland, CA 91786
Attention: Stuart Tom, PE, CBO

City: City of Redondo Beach
Community Development, Building Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Chief Building Official

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.

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

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and CSG 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 9th day of February, 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation

CSG CONSULTANTS, INC.,
a California corporation

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"

SCOPE OF WORK

I. CONSULTANT'S DUTIES

Consultant shall provide the following plan check and building inspection services for building improvements on an as-needed basis.

A. Plan Review: Upon City's request, attend meetings via electronic video conferencing, at City Hall, or at a job site to resolve plan check matters or questions. Review submitted plans or subsequent corrections by telephone, video conferencing, or email with the project's applicant, engineer/architect, and City staff. The mode of communication will be at City's discretion. Ensure the review is performed by a California registered/licensed professional who is within his/her respective field of competency. Ensure all plan check services are performed by a California licensed professional authorized to prepare and sign such plans.

1. Provide thorough and efficient plan review services for commercial, industrial, and complex residential projects as set forth below.
 - a. Review and recheck architectural, structural, grading, mechanical, plumbing, electrical, accessibility, Calgreen, energy plans, calculations, reports, and specifications for compliance as described herein.
 - b. Recheck plans after the applicant has made corrections.
 - c. Review and recheck field changes and deferred submittals.
 - d. Review and recheck of any additional work on the project.
2. Ensure plan review complies with all laws, regulations, codes, ordinances, policies, and rules. Provide specific, detailed, complete plan review letter comments, and reference plan sheet numbers and code sections where applicable. Provide two copies (one hard copy and one electronic) of the plan check correction list to the City for each project reviewed.
3. Consider geo-technical reports, testing lab reports and any other in the plan review process.
4. Perform accelerated plan review.
5. Attend pre-submittal and design discussion meetings with the permit applicant as requested by the City.
6. Return telephone calls on the same day. Ensure a live person answers the City's telephone calls. Provide cell phone number to the City to ensure City shall be able to contact Consultant from 7:30 A.M. and 5:30 P.M.,

Monday through Friday (except holidays).

7. Provide plans pick up and drop off at the City at no charge to the City. Upon receipt of notification from the City, pick up the plans within 24 hours.
8. Review structural plans and ensure the review is performed by at least a registered Structural Engineer.
9. Ensure accessible plans are reviewed by at least a Certified Access Specialist (CASP).
10. Recommend which records the City must provide to the Consultant as described in Section II of this Exhibit "A". The research of and the familiarity with the records shall be Consultant's responsibility.
11. Comply with the schedule set forth below. The turnaround time shall be measured from the date Consultant receives the plan to the date the City receives the plan with Consultant's complete comments.

Structural and Architectural (Includes Disabled Access, Calgreen, and Energy)	
Regular plan check	15 working days
Accelerated plan check over \$1,000,00 in valuation	10 working days
Accelerated plan check under \$1,000,000 in valuation	5 working days
Grading	
Regular plan check	10 working days
Accelerated plan check	5 working days
Plumbing, Mechanical, and Electrical	
Regular plan check	8 working days
Accelerated plan check	4 working days

- B. Inspections: Upon City's request, provide International Code Council ("ICC") or Other Certified and experienced inspectors to conduct inspections of all phases of construction to ensure compliance with approved plans, laws, regulations, codes, ordinances, policies, and rules, including but not limited to, those relating to structural integrity, fire and life safety, electrical, plumbing, heating and air conditioning, energy conservation, handicap access, grading and site work. Contract inspection services includes enforcement of conditions and plan's requirements as approved by the City for which the permit was issued. At the request of the City, perform building inspections after hours. Ensure building inspectors perform after-hours stand-by emergency response in the event of any emergency, including but not limited to fires and accidents.

II. **CITY'S DUTIES**

City shall provide the consultant with access to copies of all adopted Building Code Amendments, available data, information, reports, records and maps available in the City's files related work described herein.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence February 9, 2021 and expire February 8, 2024 ("Term"), unless otherwise terminated as herein provided.

EXHIBIT “C”

COMPENSATION

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

- I. **AMOUNT.** Consultant shall be paid in accordance with the following hourly rate schedule.

REVIEW TYPE / ROLE	HOURLY RATE
Building, CalGreen, & Energy Plan Review – Professional Structural Engineer	\$140
MEP Plan Review	\$105
Grading Plan Review – Senior Engineer	\$200
Spoils Reports Review	\$125
CASp Consultation	\$125
Expedited Plan Review	1.5 x Hourly Rate
ONSITE STAFFING CAPABILITY	HOURLY RATE
Certified Building Inspector	\$95
Certified Commercial Building Inspector	\$105
CASp Inspection	\$125
Senior Plan Reviewer	\$125
MEP Plan Reviewer	\$105
Permit Technician	\$75
Building Official	\$160
Code Enforcement Officer I	\$79.50
Code Enforcement Officer II	\$85
Senior Code Enforcement Officer	\$120
Overtime	1.5 x Hourly Rate

* Pre-submittal and design discussion meetings with the permit applicant as requested by the City shall be compensated at the rate of one (1) hour of straight-time compensation and does not include travel time.

Overtime and Expedited Plan Review. Fees for expedited plan review or overtime shall not be charged without the City’s prior written approval.

- II. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Consultant exceed \$15,000 during the term of this Agreement.

III. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.

- A. Description of the work performed.
- B. Applicable hourly rate.
- C. Additional rate and City's prior written approval if applicable.
- D. Number of hours worked.

Invoice must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City. If no work is performed in a given month, no invoice is required. Consultant may be required to provide back-up material upon request.

IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty days of City's receipt of Consultant's monthly invoice; provided that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.

V. **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: CSG Consultants, Inc.
3707 W. Garden Grove Blvd. Suite 100
Orange, CA 92868
Attention: Khoa Duong, PE

City: City of Redondo Beach
Community Development Department, Building Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Chief Building Official

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.



Administrative Report

H.5., File # 21-2049

Meeting Date: 2/9/2021

To: MAYOR AND CITY COUNCIL
From: MARNI RUHLAND, FINANCE DIRECTOR

TITLE

APPROVE AGREEMENT WITH KOSMONT TRANSACTIONS SERVICES, INC. FOR MUNICIPAL ADVISORY ACTIVITIES RELATED TO THE REFINANCING OF THE CITY'S UNFUNDED ACCRUED LIABILITY (UAL) WITH THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) FOR AN AMOUNT NOT TO EXCEED \$145,000 FOR THE TERM OF FEBRUARY 9, 2021 TO JUNE 30, 2024

EXECUTIVE SUMMARY

To explore the possibility of refinancing the City's CalPERS UAL with bonds, it is necessary to enter into a contract for municipal advisory services with Kosmont Transactions Services (KTS). KTS will assist the City in the analysis of public financing options and strategies associated with the refinancing the City's CalPERS UAL and will provide assistance with the refinancing should the City opt to proceed with the issuance of bonds.

BACKGROUND

In its January 18, 2021 letter, the Budget and Finance Commission requested that the Mayor and City Council view the KTS presentation regarding refinancing the City's CalPERS UAL with bonds. In response to that request, the City Council directed staff to arrange for the same presentation to be made at its February 16, 2021 meeting. Although KTS was able to make a presentation to the Budget and Finance Commission before contracting with the City because the Commission serves only in an advisory capacity, a contract is necessary before presenting to the City Council as it serves as a decision-making body.

KTS' services include presentations to the City Council and the Budget and Finance Commission, analysis, recommended courses of action, and assistance with decisions regarding a refinancing of the City's CalPERS UAL. If the only KTS services utilized are the presentations, no costs will be incurred. If the City takes further action but does not proceed with a bond issuance, it will only be responsible for reimbursable expenses. If bonds are ultimately issued, the full costs (not exceeding \$145,000) will be paid from the bond proceeds.

COORDINATION

The Financial Services Department collaborated with the City Attorney's Office to develop the agreement. The City Attorney's Office has approved the amendment as to form.

FISCAL IMPACT

No appropriation is needed at this time for the KTS contract costs as it uncertain how the City will proceed in regards to a refinancing of the City's CalPERS UAL.

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

Agreement with Kosmont Transactions Services

Insurance for Kosmont Transactions Services

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND KOSMONT TRANSACTIONS SERVICES, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Kosmont Transactions Services, 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. 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. 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.
5. 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.
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 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.
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.

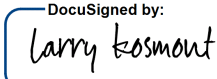
SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 9th day of February 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation

KOSMONT TRANSACTIONS
SERVICES, INC., a California
corporation

William C, Brand, Mayor

DocuSigned by:

77EB6A345A5F4B5...
By: _____
Name: Larry Kosmont
Title: CEO

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

CONSULTANT’S DUTIES

Consultant shall perform the following duties.

A. General Duties

Perform all municipal advisory activities related to the refinancing of the City’s Unfunded Accrued Liability (“UAL”) with the California Public Employees’ Retirement System (“CalPERS”). This shall include, but not me limited to the following.

1. Provide analysis and recommended courses of action related to refinancing the City’s UAL.
2. Assist the City with evaluating whether or not to issue municipal securities to refinance the UAL.
3. Assist the City with determining the amount of the UAL to refinance and the mode of securities issuance, including but not limited to, pension obligation bonds and lease revenue bonds.
4. Assist with CalPERS correspondence.
5. Perform proforma financing analyses and other analyses as requested by the City.
6. Prepare and present a budget and schedule related to bond issuance for the City’s approval.
7. Provide advisory services, including presentations and discussion, at City Council and Budget and Finance Commission meetings as requested by the City.

B. Municipal Advisor Disclosure Letter

Perform all services as described in the Municipal Advisor Disclosure Letter dated January 25, 2021, attached hereto as Attachment “A-1”.

C. Additional Services

Upon City’s request, real estate property services including but not limited to, coordination and interface with title insurance providers, evaluation and confirmation of value of various assets as pertaining to bond issuance and as necessary to support financing program(s).

ATTACHMENT “A-1”

MUNICIPAL ADVISOR DISCLOSURE LETTER

See attached.

January 25, 2021

Hon. William C. Brand
Mayor
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

Re: Municipal Advisor Disclosure Letter

Dear Mayor Brand:

The City of Redondo Beach ("City") has requested that Kosmont Transactions Services, Inc. ("KTS") undertake or perform certain "municipal advisory activities" for the City related to the possible refinancing of the City's Unfunded Accrued Liability ("UAL") with the California Public Employees' Retirement System ("CalPERS"). Since KTS is an Independent Registered Municipal Advisor ("IRMA") with the U.S. Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"), we are required, prior to, upon, or promptly after the establishment of a municipal advisory relationship, to evidence the municipal advisory relationship by a writing created and delivered to the City that will convey and disclose certain information to the City. This disclosure letter ("Disclosure Letter") is being sent to you to satisfy this requirement. This Disclosure Letter is not a proposal nor is it any form of agreement that can or will obligate the City to pay any compensation to KTS or obligate KTS to perform any specific services.

One of several integrated firms originally founded in 1986, KTS is part of a broader-based professional consulting operation that, along with Kosmont Companies and Kosmont Realty, offers a unique and full range of services to public agencies and private entities conducting business within the nexus of finance, real estate, and economic development. KTS is the IRMA of the group and specifically handles municipal advisory activities, such as transacting the issuance of municipal securities, that are regulated by and under the jurisdiction of the SEC and MSRB. The KTS professionals assigned to perform municipal advisory activities for the City are "Registered Municipal Advisor Representatives" by virtue of having passed the "Series 50" Municipal Advisor Representative Qualification Examination and are therefore authorized to offer advice to municipal entities and obligated persons on a broad spectrum of financial matters related to municipal securities and associated financial products.

Duties and Responsibilities of KTS

As an IRMA, KTS has a duty of care and loyalty to the City and has a fiduciary obligation to provide advice and conduct municipal advisory activities in a manner that is in the City's best interests, not ours or those of any other party.

Disclosure of Material Conflicts

KTS represents and warrants it does not have any conflicts that currently exist or that may come to exist by engaging in municipal advisory activities with the City.

Disclosure of Legal or Disciplinary Events

Neither KTS, its principles nor its Municipal Advisor Professionals assigned to the City have ever been the subject of any legal or disciplinary events that may be material to the City's evaluation of KTS or the integrity of our management or personnel.

Form and Basis of Compensation

For an issuance of municipal securities to refinance all or a portion of the City's approximately \$212 million UAL, KTS's fees shall not exceed \$135,000. This amount is subject to negotiation and adjustment (either up or down) based on the ultimate issue size, market approach (e.g., pension obligation bonds; lease revenue bonds; other) and other variables yet unknown to KTS and the City. In addition, and for your convenience, KTS's basic fee structure is also included with this Disclosure Letter as Attachment A for reference should the City wish to continue utilizing KTS as its municipal advisor in the future.

Anticipated Scope of Municipal Advisory Activities To Be Performed

KTS anticipates that municipal advisory activities to be performed for the City will likely include, but not necessarily be limited to, analysis and suggested courses of action related to refinancing the City's UAL. Such activities will likely involve assisting the City with evaluating whether or not to issue municipal securities to refinance the UAL, how much of the UAL to refinance, the mode of securities issuance (e.g., pension obligation bonds; lease revenue bonds; other), assistance with CalPERS correspondence, performing proforma financing analyses and other analyses as may be requested by the City. Ancillary and related activities on an on-going basis may also be performed including but not necessarily limited to evaluation and analysis of the City's financial operations and budgets, capital programs, deferred maintenance needs, utility rate and fee structures, developer engagements and proposals pending or contemplated, and other areas of the City's financial operations that may or may be related to, or lead to the issuance of, municipal securities, and as may be requested by the City from time to time.

Termination of IRMA Relationship


Each of the City and KTS is free to terminate this IRMA relationship at any time by giving notice to the other party. While the City may ultimately undertake the issuance of municipal securities, such event will not necessarily trigger a termination of the IRMA relationship that KTS has with the City. It is presently anticipated that KTS will continue to perform municipal advisory activities for the City at the City's pleasure and on an ongoing basis.

[remainder of page intentionally left blank]

Thank you for the opportunity to work with the City as its Independent Registered Municipal Advisor. Kindly acknowledge receipt of this Disclosure Letter by countersigning where indicated below and returning a copy to us so that we may remain in compliance with the various SEC and MSRB regulations governing KTS's municipal advisory activities.

Sincerely,

Kosmont Transactions Services, Inc.

By: 

Larry J. Kosmont, CRE
Its: President

ACKNOWLEDGMENT OF RECEIPT

By signing below, I hereby acknowledge receipt of this Disclosure Letter.

City of Redondo Beach

By: _____
William C. Brand

Its: Mayor

cc: Dan Massiello

ATTACHMENT A

Kosmont Transactions Services, Inc. 2021 Fee Schedule

Transactional Securities Issuance Services

Fees for specific securities issuance transactions will always be negotiated on a case-by-case basis and payable only after the adoption of the requisite authorizing resolution(s) or execution of other mutual agreements as may be applicable or appropriate. In no case will the City be charged or expected to pay any fees to KTS before KTS receives the City's express, written authorization for services under an appropriate and applicable form of authorization.

KTS's base fee for the issuance of any securities (e.g., publicly offered, privately placed, public/private partnership agreements) where KTS is compensated out of transaction proceeds is generally \$25,000, further subject to the size and complexity of each issue as generally indicated in the table below and per negotiation as applicable. Fees are charged per each underlying issue where there are different security pledges or contractual documents (e.g. leases, indentures, etc.) distinguishing between obligations or sources of repayment.

Gross Proceeds Per Issue or Underlying Series/Obligation	Fee per Underlying Rating Category					
	Tax Exempt			Taxable		
	"A" or Better	"BBB"	Unrated	"A" or Better	"BBB"	Unrated
Up to \$10,000,000	\$25,000	\$27,500	\$31,250	\$26,250	\$28,875	\$39,375
\$10,000,001 to \$20,000,000	35,000	38,500	43,750	36,750	40,425	45,938
\$20,000,001 to \$30,000,000	50,000	55,000	62,500	52,500	57,750	65,625
\$30,000,001 to \$50,000,000	75,000	82,500	93,750	78,750	86,625	98,438
\$50,000,001 to \$75,000,000	85,000	93,500	106,250	89,250	98,175	111,563
\$75,000,001 to \$100,000,000	95,000	104,500	118,750	99,750	109,725	124,688
EACH ADD'L \$25 MILLION	10,000	11,000	12,500	10,500	11,550	13,125

Professional Consulting Services

For your convenience, we are also including an hourly fee schedule should the need arise to calculate fees for certain or additional services on an hourly basis.

President	\$345/hour
Senior Vice President	\$305/hour
Vice President	\$210/hour
Senior Project Analyst	\$195/hour
Project Analyst/Project Research	\$165/hour
Assistant Project Analyst/Assistant Project Manager	\$125/hour
GIS Mapping/Graphics Service	\$95/hour
Clerical Support	\$60/hour

Fees are applicable for the 2021 calendar year and are subject to periodic adjustment.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. This Agreement shall commence on February 9, 2021 and continue until June 30, 2024, unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

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

A. **AMOUNT.** Consultant shall be paid in accordance with Attachment "A-1" for the services described in Sections A and B of Exhibit "A". In the event the City does not proceed with the bond issuance, Consultant shall only be paid for reimbursable expenses.

1. Additional Services. In the event any services described in Section C of Exhibit "A", Consultant shall be paid in accordance with the following hourly schedule.

Position	Hourly Rate
President	\$345
Senior Vice President	\$305
Vice President	\$210
Senior Project Analyst	\$195
Project Analyst/Project Research	\$165
Assistant Project Analyst/Assistant Project Manager	\$125
GIS Mapping/Graphics Service	\$95
Clerical Support	\$60

Hourly rates are applicable for the 2021 calendar year and may be subject to periodic adjustment, which shall not exceed three (3) percent in a calendar year.

2. Not to Exceed Amount. In no event shall the total amount paid to Consultant exceed \$135,000 for the services described in Sections A and B of Exhibit "A". However, if Consultant is requested by the City to perform the services described in Section C of Exhibit "A", Consultant's total compensation, including the amounts paid under Sections A and B of Exhibit "A" shall not exceed \$145,000.

B. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment. Invoices shall be based on services performed, hours worked and expenses incurred in the prior month. Invoices must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City, and attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant shall provide any other back-up material upon request.

- C. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices, provided, services are completed to City's full satisfaction.
- D. **CONSULTANT'S ADDRESS FOR NOTICE.** Written notices to Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Kosmont Transactions Services
1601 N. Sepulveda Blvd., #382
Manhattan Beach, CA 90266
Attention: Larry Kosmont, President

City: City of Redondo Beach
Financial Services Department
415 Diamond St., Door 1
Redondo Beach, CA 90277
Attention: Finance Director

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.



KOSM&AS-01

BSTERNBERG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36891 Lyddy Martin Company 5021 Verdugo Way Ste. 105 #414 Camarillo, CA 93012	CONTACT NAME: Brett R Sternberg PHONE (A/C, No, Ext): (310) 478-2625 317 FAX (A/C, No): E-MAIL ADDRESS: brett@lyddymartin.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, Ltd INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Kosmont & Associates, Inc. Dbas: Kosmont Companies 1601 N. Sepulveda Blvd. #382 Manhattan Beach, CA 90266		NAIC # 11000

COVERAGES

CERTIFICATE NUMBER: 37

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

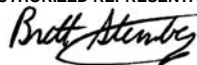
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	72SBABC3942	6/27/2020	6/27/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			72SBABC3942	6/27/2020	6/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	72SBABC3942	6/27/2020	6/27/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are included as additional insured per written contract as respects to General Liability. The insurance is primary and non-contributory and waiver of subrogation applies in favor of the cert holder See attached Business Liability Endorsement #SS 00 08 04 05

Additional Named Insured Endorsement: Kosmont Transaction Services

CERTIFICATE HOLDER

CANCELLATION

City of Redondo Beach Attn: City Manager 415 Diamond Street Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1171322

DATE (MM/DD/YYYY)

2/4/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: 888-828-8365	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED KOSMONT & ASSOCIATES, INC. 1230 ROSECRANS AVE STE 630 MANHATTAN BEACH, CA 90266-2499	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Ace American Insurance Co.		22667
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X	C68709179	10/1/2020	10/1/2021 X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WAIVER OF SUBROGATION IN FAVOR OF KOSMONT TRANSACTION SERVICES WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

KOSMONT TRANSACTION SERVICES
1601 N. SEPULVEDA BLVD. #382
MANHATTAN BEACH, CA 90266

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Workers' Compensation and Employers' Liability Policy

Named Insured Insperity, INC. L/C/F KOSMONT & ASSOCIATES, INC. 19001 Crescent Springs Drive Kingwood, TX 77339	Endorsement Number
	Policy Number Symbol: RWC Number: C68709179
Policy Period 10/1/2020 TO 10/1/2021	Effective Date of Endorsement 10/1/2020
Issued By (Name of Insurance Company) Ace American Insurance Co.	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. (X) Specific Waiver
Name of person or organization:
KOSMONT TRANSACTION SERVICES
1601 N. SEPULVEDA BLVD. #382
MANHATTAN BEACH, CA 90266

() Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
3. Premium:
The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium : INCLUDED



Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K T L Business Insurance Services, Inc. 322 8th Street Suite # 101 Del Mar CA 92014	CONTACT NAME: K T L Business Insurance Services, Inc.	
	PHONE (A/C, No. Ext): (858) 350-0555	FAX (A/C, No.): (858) 350-0556
	E-MAIL ADDRESS: kevin@ktlinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: UNDERWRITERS AT LLOYDS	15792
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Agency Lic#: CA # 0D86601

INSURED
KOSMONT TRANSACTIONS SERVICES, INC.
1601 NORTH SEPULVEDA BLVD # 382
MANHATTAN BEACH CA 90266

COVERAGES**CERTIFICATE NUMBER:**

87934

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
A	ERRORS & OMISSIONS INSURANCE			0000-00286379B	05/24/20	05/24/21	PER CLAIM \$1,000,000 AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF COVERAGES ONLY**CERTIFICATE HOLDER**

THE CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH, CA 90277

Attention:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Kevin Levine Lic # 0834847



Administrative Report

J.1., File # 21-2044

Meeting Date: 2/9/2021

TITLE

For eComments and Emails Received from the Public



Administrative Report

N.1., File # 21-2054

Meeting Date: 2/9/2021

To: MAYOR AND CITY COUNCIL

From: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION ON THE BUILDING PLAN CHECK EXPEDITING FEE

EXECUTIVE SUMMARY

On August 18, 2020, the City Council received a report and authorized staff to proceed with soliciting outside consulting firms to provide expedited plan check services. After an RFP process, six firms were identified and recommended for these services. A separate report on the February 9, 2021 agenda identified the recommended firms for these professional services on an “as needed” basis.

City Council is now asked to provide staff with direction on implementing the fee for expedited plan check.

BACKGROUND

At the June 16, 2020 City Council meeting adopting the FY 2020-21 budget, the City Council requested that staff prepare a report regarding the possibility of providing an expedited plan check process utilizing consultant services. This service would be intended as complementary to current staffing functions rather than in lieu.

On August 18, 2020, staff presented a report addressing the history of staffing and procedures for Building Division plan check, the current plan check fee and contract structure, and options for this potential service offering of expedited plan check. After the discussion, staff was directed to move forward with seeking the contract services.

The Community Development Department issued a Request for Proposal and Qualification on December 1, 2020. After review of submitted proposals, six firms were identified to retain on an as-needed basis. The firms were selected based on thoroughness of the proposal, firm’s history and past performance, experience with typical project types in Redondo Beach, level of licensed and experienced staff, turnaround time, and cost.

As described in the report earlier on the agenda, the initial term of the agreements will be for three years at a cost not to exceed \$15,000 each firm. The cost for plan check expediting will be reflected in an associated additional plan check fee paid by the applicant. The structure of payment will be for hours worked on a set of plans.

Plan Check Expediting Fee

Staff reached out to El Segundo, Manhattan Beach, Hermosa Beach, and Torrance to see which municipalities may be utilizing third party Building Division plan check expediting services. Although Hermosa does not expedite, they do send out all Building Division plan check to contractors. Manhattan Beach, and El Segundo offer expedited plan check review, charging an extra 50% fee of their plan check fee. The City of Torrance charges 60% of their plan check and energy fee. Further, although Building Division plan check is expedited in these communities, Planning and other division reviews are not outsourced.

The current Redondo Beach fee schedule includes a plan check expediting fee of an additional 50% of the base plan check fee, which appears to be the industry standard. A table comparing the fee for Redondo Beach to that of Torrance is included as an attachment, as Torrance seems to be the only local municipality with a slightly higher calculation for expediting.

As noted for the other cities, Redondo Beach's expediting is only for Building Division plan check, and would not include Planning or Engineering Division plan check. However, it's typically the Building Division area of review that requires a more significant amount of time with various rounds of corrections and resubmission. The timeline of initial review and subsequent reviews is expedited, but the timeframe for the applicant to make the required revisions and resubmit would continue to be dependent on the skill and availability of the applicant's design professionals.

Should City Council wish to revise the current plan check expediting fee, direction needs to be provided to staff on the fee amount. A revised fee will require an amendment to the City's Master Fee schedule, and must be formally adopted by resolution at a future meeting.

COORDINATION

Staff consulted with outside municipalities to understand other practices and services.

FISCAL IMPACT

The fee for expedited plan check will be applied toward the consultant cost to provide the service.

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

August 18, 2020 City Council Administrative Report

Comparison of Redondo Beach and Torrance plan check expediting fees



Administrative Report

N.4., File # 20-1071

Meeting Date: 8/18/2020

To: MAYOR AND CITY COUNCIL

From: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING PROVIDING BUILDING DIVISION APPLICANT WITH OPTION OF THIRD PARTY BUILDING PLAN CHECKING SERVICES

EXECUTIVE SUMMARY

At the June 16, 2020 City Council meeting adopting the Redondo Beach municipal budget, the City Council requested that staff provide a report regarding the possibility of providing an expedited plan check process. This report addresses the history of staffing and procedures for Building Division plan check, the current plan check fee and contract structure, and options for this potential service offering of expedited plan check.

BACKGROUND

At the budget hearing, the question was raised on whether the Building Division could implement an expedited plan check process. As was discussed at that budget hearing, this potential service offering is intended to be complementary to current staffing functions rather than in lieu.

Building Plan Check Background on Process and Staffing

When the City receives an application for plan check, that includes review by the Building Division, Planning Division, Engineering Division, Fire Division, etc. The more complete and correct the application is, fewer steps are required to complete plan check. For every residential and commercial addition, alteration, new construction, tenant improvement, and other work being done in the City of Redondo Beach, full sets of working drawings/technical construction documents are required to be submitted, reviewed, and approved by various City departments before building permit issuance.

The City of Redondo Beach highly recommends using the services of registered licensed professionals to design and provide all necessary documentation for the submittal and review process. An applicant may wish to contact the Building Division early in the design phase, during preparation of these working drawings, to better understand what is required. Staff are able to tell the applicant what permits are likely required, approximately how much they will cost, and what types of drawings are necessary for each project. The most common working drawings/technical construction documents include:

- Property survey
- Foundation plans
- Site plans

- Floor plans
- Framing plans
- Elevation drawings
- Electrical plans
- Mechanical plans
- Plumbing plans
- Building cross sections
- Structural calculations
- Energy conservation plans
- Soils reports
- Fire sprinkler plans

The Planning Division reviews conceptual drawings first to determine that the project plans meet Zoning Code requirements. Once Planning has reviewed the drawings for submittal, the applicant's support professionals prepare the necessary technical construction documents to move forward with submitting their application to the Building Division for plan check. The total fees are calculated at this point, and the applicant pays only the portion of fees associated with plan check. Plan check includes review from the Building, Planning, Fire, and Engineering Divisions simultaneously to evaluate if the plans are complete, if the project meets the municipal code and policy requirements, and what permits are required.

Plan check typically involves a few rounds of City review to ensure that the project fully complies with all zoning, building, fire, and public works code regulations. These reviews will result in a list of "corrections" that the applicant's licensed professional will need to incorporate into revised drawings. The length of time that each plan check takes depends on several factors, including the current number of projects under City review and how quickly the licensed professional incorporates the corrections and submits revised drawings for re-check. Once the corrections are fully incorporated into an applicant's drawings, the drawings are reviewed and stamped approved by each involved department. At that point the applicant can secure their building permit and begin work. The remainder of the fees is collected at this time. A plan check application is valid for six (6) months and building permits must be secured within that timeframe, otherwise a new plan check review is required. It should be noted that extensions can be requested and are typically approved.

The City of Redondo Beach has three plan check staff in the Building Division. The Building Division plan check process has a longer timeframe than Planning (where the conceptual drawing has already been reviewed), Fire, and Engineering. Any consideration of expediting services would be for the Building Division plan check process only.

Building Plan Check Current Fee Schedule and Past Practice

The adopted budget assumes that plan check on most projects is conducted by City staff. Larger projects may be sent to outside plan check consultants, or at times when the City is short of staffing. In instances where there is a significantly larger project (such as the upcoming South Bay Galleria site), a separate reimbursement agreement with the applicant may be executed that describes the scope and cost of supplemental contract services.

The current budget and contract structure are set up so that if a project is sent to an outside

consultant, the consultant gets a large percentage of the plan check fee, regardless of hours worked on the review. Under this structure, the cost of staff time to administer plan check may not be covered due to a majority of the fee going to contractors instead of going toward city revenue which covers Department salaries. If the outside review option is utilized too frequently, the City may not receive enough plan check fees to meet budget revenue estimates.

Building Plan Check Expediting Impacts to Fee Schedule and Contracts

Other Municipalities' Expediting:

Staff reached out to El Segundo, Manhattan Beach, Hermosa Beach, and Torrance to see which municipalities may be utilizing third party Building Division plan check expediting services. Although Hermosa does not expedite, they do send out all Building Division plan check to contractors. Manhattan Beach, El Segundo, and Torrance all offer expedited plan check for Building Division review, charging an extra 50% fee or another mark-up charge. As well, their contracts are based on actual hours worked, not a set percentage of the plan check fee. And although Building Division plan check is expedited in these communities, Planning and other division reviews are not outsourced.

- Manhattan Beach charges an extra 50% fee for expediting on top of the regular Building Division plan check fee.
- Torrance charges a mark-up that varies based on project valuation.
- El Segundo charges an extra 50% fee. They recently went out for RFP and were able to qualify nearly 10 firms to choose from for expedited plan check.

In each of these cases, the request by the applicant to expedite is a voluntary one, and thus the additional fee is something the applicant is opting to accept. This covers a similar increase in the hourly rate charged by the consultant to do the expedited review, thus fully covering the contract cost of having the consultant do the expedited work.

Revisions Required to Implement Building Plan Check Expediting:

This discussion item is for City Council to determine if they want to pursue the implementation of building plan check expediting services and at what cost and surcharge. There exists an expediting fee of an additional 50% charge of the Building plan check fee in the current Fee Schedule, although there is not a procedure in place to provide the expedited service. If City Council gives direction to pursue this option, the following will be needed to complete implementation:

- Discuss if Council wishes to revise the fee. If revised, any new fee would need to be adopted by resolution and included in the City's Master Fee Schedule.
- Issue an RFP for contractors that creates a rate structure for supplemental contract services.
- Create contracts with various qualifying consultants for hourly rates for both non-expedited and expedited services.
- Once contracts are in place, the process can be implemented and plan check application can be revised to include the option for expediting.

As noted earlier, Planning, Fire, and Engineering reviews are not expedited, but would still run concurrently with the Building Division reviews.

Expediting is of the review of the building plans, as this is the area of review that most typically requires corrections and re-submission. The timeline of initial review and subsequent reviews is

expedited, but the timeframe for the applicant to make the required revisions and re-submit would continue to be dependent on the skill and availability of the applicant's design and engineering professionals.

COORDINATION

This report has been coordinated with the City Manager's office. Staff consulted with outside municipalities to understand other practices and services.

FISCAL IMPACT

The cost of preparing this staff report is part of the Community Development Department's annual work program and is included in the Department's portion of the adopted 2020-2021 Annual Budget.

Comparison table of Redondo Beach and Torrance Plan Check and Expediting Fees

VALUATION	PLAN CHECK FEE		STATE ENERGY FEE		EXPEDITED FEE		TOTAL FEES EXPEDITING	
	TORRANCE	RB	TORRANCE	RB	TORRANCE	RB	TORRANCE	RB
\$500	\$33	\$52	\$29	\$13	\$37	\$26	\$99	\$91
\$1,000	\$40	\$92	\$35	\$23	\$45	\$46	\$120	\$161
\$2,000	\$56	\$172	\$48	\$43	\$62	\$86	\$166	\$301
\$5,000	\$102	\$229	\$87	\$57	\$113	\$115	\$302	\$401
\$7,500	\$183	\$298	\$157	\$75	\$204	\$149	\$544	\$522
\$10,000	\$263	\$344	\$225	\$86	\$293	\$172	\$781	\$602
\$15,000	\$330	\$459	\$283	\$115	\$368	\$230	\$981	\$803
\$20,000	\$399	\$574	\$342	\$144	\$445	\$287	\$1,186	\$1,005
\$25,000	\$432	\$689	\$371	\$172	\$482	\$345	\$1,285	\$1,206
\$30,000	\$466	\$775	\$399	\$194	\$519	\$388	\$1,384	\$1,356
\$40,000	\$534	\$955	\$458	\$239	\$595	\$478	\$1,587	\$1,671
\$50,000	\$602	\$1,135	\$516	\$284	\$671	\$568	\$1,789	\$1,986
\$75,000	\$740	\$1,438	\$635	\$360	\$825	\$719	\$2,200	\$2,517
\$100,000	\$879	\$1,715	\$753	\$429	\$979	\$858	\$2,611	\$3,001
\$125,000	\$1,038	\$1,990	\$890	\$498	\$1,157	\$995	\$3,085	\$3,483
\$150,000	\$1,197	\$2,265	\$1,026	\$566	\$1,334	\$1,133	\$3,557	\$3,964
\$175,000	\$1,356	\$2,540	\$1,162	\$635	\$1,511	\$1,270	\$4,029	\$4,445
\$200,000	\$1,515	\$2,815	\$1,298	\$704	\$1,688	\$1,408	\$4,501	\$4,926
\$225,000	\$1,673	\$3,079	\$1,434	\$770	\$1,864	\$1,540	\$4,971	\$5,388
\$250,000	\$1,832	\$3,354	\$1,571	\$839	\$2,042	\$1,677	\$5,445	\$5,870

City of Torrance expediting fee is 60% of the plan check fee and energy fee

City of Redondo Beach expediting fee is 50% of the plan check fee

REDONDO BEACH'S FEE UTILIZING TORRANCE'S STRUCTURE

VALUATION	PLAN CHECK FEE		STATE ENERGY FEE		EXPEDITED FEE		TOTAL FEES EXPEDITING	
	TORRANCE	RB	TORRANCE	RB	TORRANCE	RB	TORRANCE	RB
\$500	\$33	\$52	\$29	\$13	\$37	\$39	\$99	\$104
\$1,000	\$40	\$92	\$35	\$23	\$45	\$69	\$120	\$184
\$2,000	\$56	\$172	\$48	\$43	\$62	\$129	\$166	\$344
\$5,000	\$102	\$229	\$87	\$57	\$113	\$172	\$302	\$458
\$7,500	\$183	\$298	\$157	\$75	\$204	\$224	\$544	\$596
\$10,000	\$263	\$344	\$225	\$86	\$293	\$258	\$781	\$688
\$15,000	\$330	\$459	\$283	\$115	\$368	\$344	\$981	\$918
\$20,000	\$399	\$574	\$342	\$144	\$445	\$431	\$1,186	\$1,148
\$25,000	\$432	\$689	\$371	\$172	\$482	\$517	\$1,285	\$1,378
\$30,000	\$466	\$775	\$399	\$194	\$519	\$581	\$1,384	\$1,550
\$40,000	\$534	\$955	\$458	\$239	\$595	\$716	\$1,587	\$1,910
\$50,000	\$602	\$1,135	\$516	\$284	\$671	\$851	\$1,789	\$2,270
\$75,000	\$740	\$1,438	\$635	\$360	\$825	\$1,079	\$2,200	\$2,876
\$100,000	\$879	\$1,715	\$753	\$429	\$979	\$1,286	\$2,611	\$3,430
\$125,000	\$1,038	\$1,990	\$890	\$498	\$1,157	\$1,493	\$3,085	\$3,980
\$150,000	\$1,197	\$2,265	\$1,026	\$566	\$1,334	\$1,699	\$3,557	\$4,530
\$175,000	\$1,356	\$2,540	\$1,162	\$635	\$1,511	\$1,905	\$4,029	\$5,080
\$200,000	\$1,515	\$2,815	\$1,298	\$704	\$1,688	\$2,111	\$4,501	\$5,630
\$225,000	\$1,673	\$3,079	\$1,434	\$770	\$1,864	\$2,309	\$4,971	\$6,158
\$250,000	\$1,832	\$3,354	\$1,571	\$839	\$2,042	\$2,516	\$5,445	\$6,708

City of Torrance expediting fee is 60% of the plan check fee and ennergy fee



Administrative Report

O.1., File # 21-2060

Meeting Date: 2/9/2021

To: MAYOR AND CITY COUNCIL

From: JOE HOEFGEN, CITY MANAGER

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY'S LOCAL EMERGENCY
PERTAINING TO COVID-19

EXECUTIVE SUMMARY

An update will be provided at the City Council meeting regarding (1) the City's continuing coordination with Beach Cities Health District related to the planned operation of a Beach Cities COVID-19 Vaccine Center and (2) recent State/County actions as related to COVID-19 restrictions.

APPROVED BY:

Joe Hoefgen, City Manager



Administrative Report

T.1., File # 21-2062

Meeting Date: 2/9/2021

TITLE

ADJOURN IN MEMORY OF LANG BOSTON, FORMER REDONDO BEACH COMMISSIONER &
LONGTIME RESIDENT