SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND BOWMAN INFRASTRUCTURE ENGINEERS LTD.

This Second Amendment to the Agreement for Consulting Services ("Second Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Bowman Infrastructure Engineers Ltd., a California corporation ("Consultant").

WHEREAS, on April 2, 2024, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on June 18, 2024, the City and Consultant entered into the First Amendment to the Agreement ("First Amendment") to raise Consultant's total compensation limit to \$110,000; and

WHEREAS, the City and Consultant now desire to further amend the Agreement to increase Consultant's total compensation limit.

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 amendment to the Agreement:

- COMPENSATION. Exhibit "C" of the Agreement, as amended by Exhibit "C-1" is hereby further amended to add Exhibit "C-2", which increases Consultant's total compensation limit by \$40,000, establishing a new limit of \$150,000, and updates the notice provision. Exhibit "C-2" is attached hereto and incorporated by this reference. Consultant shall be compensated for the services described in Exhibit "A" of the Agreement.
- 2. **NO OTHER AMENDMENTS**. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, and this Second 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, First Amendment shall govern.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 17th day of September, 2024.

CITY OF REDONDO BEACH, a chartered municipal corporation

BOWMAN INFRASTRUCTURE ENGINEERS LTD., a California corporation

James A. Light, Mayor

By: _____ Name: _____ Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "C-2"

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 schedule.

Offsite Plan Check Hourly Rates	Hourly Rate	Comments
Building Plan Review	\$ 130	by certified residential and building plans examiners,
MEP Plan Review	\$ 130	structural engineer, and certified access specialist by certified mechanical, electrical, and plumbing plans examiners
Grading Plan Review	\$ 130	by civil engineers
Soils Report Review	\$ 130	by civil engineers
Fire Plan Review	\$ 130	by certified fire sprinkler plans examiners and fire plans examiner
Type of Service	Turn Around Time	Comments
Regular	10 working days	
Expedited	5 working days	Expedited rate is 50% over the normal hourly rate
Recheck	5 working days	
Pick-up and Delivery	within 4 hours	
Onsite Staffing Capability	Hourly Rate	Comments
Building Inspectors	\$ 125	
Grading Inspectors	\$ 125	
Building Plan Reviewer	\$ 125	
MEP Plan Reviewer	\$ 125	
Permit Technician	\$ 90	
Building Official	\$ 155	

II. **NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, in no event shall the total amount paid to Consultant under the Agreement, including all amendments hereto, exceed \$150,000.

- III. **METHOD OF PAYMENT**. Consultant shall provide monthly invoices to City for approval and payment. Invoices must be itemized and include:
 - A. Date of service.
 - B. Type of review.
 - C. Applicable hourly rate.
 - D. Number of hours worked or if applicable the minimum number of hours.
 - E. Any City approved subcontractor invoices.

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.

- IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within forty-five (45) days of receipt of the invoice; provided, however, that the services are completed to the City's full 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, email, or personally served, and addressed to the following parties.
 - <u>Consultant</u>: Bowman Infrastructure Engineers Ltd 3060 Saturn Street, Suite 250 Brea, CA 92821 Attn: Sid Mousavi, Senior Principal Email: <u>smousavi@infengr.com</u>
 - <u>City</u>: City of Redondo Beach Community Development Department, Building Division 415 Diamond Street Redondo Beach, CA 90277 Attention: Chief Building Official Email: <u>lorena.soules@redondo.org</u>

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. 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 in accordance with this section.