

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

THIS THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Third Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Bureau Veritas North America, Inc., a Delaware corporation ("Consultant").

WHEREAS, on February 9, 2021, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement"); and

WHEREAS, on July 19, 2022, the parties entered into a First Amendment to the Agreement ("First Amendment") to add plan review services for the City of Redondo Beach Galleria Tennant Improvement Project and increase compensation; and

WHEREAS, on November 1, 2022, the parties entered into a Second Amendment to the Agreement ("Second Amendment") to add plan review services for the Galleria 300 Residential Unit Project and increase compensation; and

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

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

1. Scope of Services. Exhibit "A" is amended to include the following:

Building Plan Check. Consultant shall provide Building Plan Check review services for the GrubHause Restaurant Project located at 2400 Artesia Blvd. The Building Plan Check review services shall include complete Building Plan review, including all meetings, until the Building Plan Check stamped approval of the project is complete. The first review shall be completed within 20 working days from the time the City approves the commencement of the Building Plan Check process and Consultant receives all relevant documents.

The hourly rate and not-to-exceed amount for Building Plan Check review are outlined below in Section 3, Compensation. Revisions required after Building Plan Check stamped approval is complete and deferred submittals are not included as part of the above described scope. Any future revisions and additional submittals shall be reviewed at an additional fee of \$130 per hour. However, any additional fees must not exceed the total not-to-exceed amount noted in Section 3, Compensation.

Grading Plan Check. Consultant shall provide Grading Plan Check review services for the GrubHause Restaurant Project located at 2400 Artesia Blvd. The Grading Plan Check review services shall include three (3) grading plan

reviews as required until the Grading Plan Check stamped approval of the project is complete. The schedule of review for the Grading Plan Check is the same schedule that is outlined in the Agreement.

The hourly rate and not-to-exceed amount for Grading Plan Check review are outlined below in Section 3, Compensation. Revisions required after Grading Plan Check stamped approval is complete and deferred submittals are not included as part of the above described scope. Any future revisions and additional submittals shall be reviewed at an additional fee of \$185 per hour. However, any additional fees must not exceed the total not-to-exceed amount noted in Section 3, Compensation.

Shoring Plan Check. Consultant shall provide Shoring Plan Check review services for the GrubHause Restaurant Project located at 2400 Artesia Blvd. The Shoring Plan Check review services shall include complete Shoring Plan Review until the Shoring Plan Check stamped approval of the project is completed. The schedule of review for the Shoring Plan Check shall be the same as the Grading Plan Check schedule that is outlined in the Agreement.

The hourly rate and not-to-exceed amount for Shoring Plan Check review are outlined below in Section 3, Compensation. Revisions required after Shoring Plan Check stamped approval and deferred submittals are not included as part of the above described scope. Any future revisions and additional submittals shall be reviewed at an additional fee of \$130 per hour. However, any additional fees must not exceed the total not-to-exceed amount noted in Section 3, Compensation.

2. Term. Exhibit "B" is amended to extend the term to February 8, 2027, unless otherwise terminated as provided in the Agreement.
3. Compensation. Exhibit "C" is amended to provide compensation in a total not-to-exceed amount of \$387,362 of which \$37,276 is for the respective reviews of the GrubHause Restaurant Project as follows:
  - a) A fixed amount of \$28,923 for Building Plan Check review and a contingency amount of \$3,000;
  - b) A fixed amount of \$2,173 for Grading Plan Check review which includes three (3) reviews at \$140/hr. and a contingency amount of \$500; and
  - c) A fixed amount of \$2,180 for Shoring Plan Check review and a contingency amount of \$500.

Invoicing for Building Plan Check, Grading Plan Check, and Shoring Plan Check services is as follows:

50% of the fixed amounts (\$28,923 for Building Plan Check; \$2,173 for Grading Plan Check, and \$2,180 for Shoring Plan Check) shall be due upon commencement of their respective plan check process and the remaining 50% of the fixed amounts shall be due upon final stamped approvals of the building plans, grading plans, and shoring plans.

If further reviews are needed after stamped approvals, invoicing for these additional reviews shall be submitted to the City pursuant to the applicable hourly rate from the respective plan check types. However, any additional fees must not exceed the total not-to-exceed amount stated above.

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

IN WITNESS WHEREOF, the parties have entered into this Third Amendment as of this 5<sup>th</sup> day of December, 2023.

CITY OF REDONDO BEACH  
A chartered municipality

BUREAU VERITAS NORTH AMERICA INC.  
a Delaware Corporation

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

\_\_\_\_\_  
Name:

APPROVED AS TO FORM:

\_\_\_\_\_  
Title, an authorized signatory

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

\_\_\_\_\_  
Signature

APPROVED:

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

ATTEST:

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