SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND WALLACE & ASSOCIATES CONSULTING LLC

THIS SECOND AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Second Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Accenture Infrastructure & Capital Projects, LLC, a Delaware limited liability company ("Consultant").

WHEREAS, on November 16, 2021, the City and Wallace & Associates Consulting, LLC, a Delaware limited liability company ("Former Consultant"), entered into an Agreement for Consulting Services (the "Agreement");

WHEREAS on May 16, 2023, City and Former Consultant entered into a First Amendment to the Agreement ("First Amendment") to modify the scope of services, extend the Agreement to May 15, 2026, and increase Consultant's total compensation cap to \$1,021,476;

WHEREAS, following a series of corporate transactions, including the conversion of Wallace & Associates Consulting, Inc. to Former Consultant and subsequent acquisitions, the Agreement was effectively assigned to Consultant;

WHEREAS, on June 10, 2025, the City, Former Consultant, Consultant, and other relevant parties executed a Consent to Assignment, whereby the City consented to the assignment of the Agreement to the Consultant with retroactive effect; and

WHEREAS, the City and Consultant desire to amend the Agreement to increase the Consultant's total compensation limit and extend the term of the Agreement to March 18, 2027.

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. **MODIFICATION OF TERMS.** Effective August 7, 2023, all references to Consultant in the Agreement and any amendments thereto shall refer to Accenture Infrastructure & Capital Projects, LLC.
- 2. TERM AND TIME OF COMPLETION. Exhibit "B" of the Agreement, as amended by Exhibit "B-1" is hereby further amended to add Exhibit "B-2" to extend the Agreement to March 18, 2027. Exhibit "B-2" is attached hereto and incorporated by this reference. Contractor shall commence and complete all services described in Exhibits "A" and "A-1" of the Agreement in accordance with the schedule set forth in Exhibit "B-2".
- 3. **COMPENSATION**. Exhibit "C" of the Agreement, as amended by Exhibit "C-1", is hereby further amended to add Exhibit "C-2" to increase Contractor's total compensation cap to \$1,491,400, and update the notice provisions. Exhibit "C-2" is attached hereto and incorporated by this reference. Contractor shall be compensated for the services described in Exhibits "A" and "A-1" of the Agreement.

4. **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, and this Second Amendment, the terms of this Second Amendment shall govern.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 10th day of June, 2025.

CITY OF REDONDO BEACH, a chartered municipal corporation

ACCENTURE INFRASTRUCTURE & CAPITAL PROJECTS, LLC, a Delaware limited liability company

	Signed by:
	Jonathan 6 Smith
By:	C228845E05274C1 Jonathan G Smith
By: Name:	Jonathan G Smith
Title:	Senior Vice President

James A. Light, Mayor

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "B-2"

SCHEDULE FOR COMPLETION

TERM. The term of the Agreement shall be extended to March 18, 2027, unless otherwise terminated as herein provided.

EXHIBIT "C-2"

COMPENSATION

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

A. **AMOUNT.** Consultant shall be paid according to the following hourly rates, inclusive of all burdens:

Staff	Hourly Rate (Fully Burdened)
Project Principal	\$190
Project Manager	\$160
Senior Construction Manager	\$184
Senior Construction Inspector	\$144
Project Administrator/Coordinator	\$86

For weekday or Saturday overtime, a multiplier of 1.4 will be added to the hourly rate. For Sunday and holiday inspection, the hourly rate will be two times the above rate, subject to the prior written approval of the City.

- B. **EXPENSES**. Consultant shall be reimbursed for expenses as detailed below. Direct reimbursable expenses include:
 - 1. Travel and mileage, telephone, and reference materials: At cost
 - 2. Plan reproduction, large printing jobs, and delivery/mail: At cost plus 12%
 - 3. Subcontractor: Subcontractor rate plus 8%

Expenses exceeding \$500 per occurrence require the City's prior written approval. All reimbursable expenses must be supported by itemized receipt and included in the monthly invoices. The City may deny payment for expenses that are not pre-approved or lack proper documentation.

- C. **NOT TO EXCEED AMOUNT.** The total compensation to be paid to Consultant, including reimbursable expenses, shall not exceed \$1,491,400 during the term of this Agreement.
- D. **METHOD OF PAYMENT.** Consultant shall submit monthly invoices to the City for approval and payment. The invoices shall describe the work performed, staff title, number of hours worked, and hourly rate. Consultant shall attach all City-approved and documented subcontractor invoices and, if applicable, receipts to substantiate expense requests. Invoices must be detailed, accurate, and in a form acceptable to the City. Consultant may be required to provide additional documentation upon request.

- E. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of the monthly invoice, provided that the City's payments shall not exceed the portion of the phase or task (as described in the Agreement) completed, and the services are completed to the City's reasonable satisfaction.
- F. **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.

Consultant:	Accenture Infrastructure & Capital Projects, LLC 300 Spectrum Center Drive, Suite 1400 Irvine, CA 92618 Attention: Jonathan Smith Email: jonathan.g.smith@accenture.com
City:	City of Redondo Beach

City: City of Redondo Beach 415 Diamond Street Public Works, Engineering Division Redondo Beach, CA 90277 Attention: Lauren Sablan, City Engineer Email: lauren.sablan@redondo.org

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.