

**SECOND AMENDMENT TO THE AGREEMENT  
FOR CONSULTING SERVICES BETWEEN  
THE CITY OF REDONDO BEACH  
AND DAVID EVANS AND ASSOCIATES, INC.**

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 David Evans and Associates, Inc., an Oregon corporation ("Contractor" or "Consultant").

WHEREAS, on January 23, 2024, the parties hereto entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on July 30, 2024, the parties hereto entered into the First Amendment to the Agreement (the "First Amendment") to increase the compensation by \$150,000, thereby establishing a total compensation limit of \$250,000; and

WHEREAS, the parties hereto desire 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. GENERAL PROVISIONS.**

Section 36 shall be added to the Agreement as follows:

36. **Non-Discrimination.** Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

2. **SCOPE OF SERVICES.** Exhibit "A" of the Agreement is hereby amended to delete Section II.C in its entirety.
3. **TERM AND TIME OF COMPLETION.** Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to January 22, 2028. Exhibit "B-1" is attached hereto and incorporated by reference. Consultant shall

commence and complete all services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B-1".

4. **COMPENSATION.** Exhibit "C" of the Agreement, as previously amended by Exhibit "C-1", is hereby amended to add Exhibit "C-2" to increase the total compensation limit paid to Consultant by \$100,000, setting a new limit of \$350,000, and update the notice provision. Exhibit "C-2" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A" of the Agreement.
5. **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 herein. 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 FOLLOW ON THE NEXT PAGE

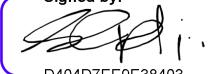
IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 20<sup>th</sup> day of January, 2026.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

---

James A Light, Mayor

DAVID EVANS AND ASSOCIATES, INC.,  
an Oregon corporation

Signed by:  
  
By: \_\_\_\_\_  
Name: Gabriel Rodriguez  
Title: Vice President  
1/12/2026 | 4:37 PM PST

ATTEST:

---

Eleanor Manzano, City Clerk

APPROVED:

---

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

---

Joy A. Ford, City Attorney

## **EXHIBIT "B-1"**

### **TERM AND SCHEDULE OF COMPLETION**

**TERM:** The term of the Agreement shall be extended to January 22, 2028 ("Term"), unless otherwise terminated as herein provided. Consultant shall perform the services in accordance with the schedule in each Task Proposal as described in the Agreement. City may approve extensions for performance of the services in each task; provided, however, that the Consultant shall not work beyond the expiration date of the Agreement, as amended hereto.

## EXHIBIT "C-2"

### COMPENSATION

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

- I. **AMOUNT.** Consultant shall perform the work for all City approved Task Proposal(s) in accordance with the attached hourly rate schedule, which is hereby incorporated.
- II. **EXPENSES.** Consultant shall be reimbursed for expenses in accordance with the attached schedule. If Consultant requires reimbursement for expenses not provided on the attached schedule, including but not limited to, mileage, reproduction costs, and subcontractor markup, Consultant shall not be reimbursed without a subsequent written amendment, which shall be at the sole discretion of the City.
- III. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to the Consultant, including reimbursable expenses, exceed \$350,000 during the term of the Agreement, and any amendments hereto.
- IV. **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. Task number.
  - B. Dates of service.
  - C. All personnel who performed work on the Task.
  - D. Description of the work performed.
  - E. Number of hours worked.
  - F. Hourly rate.
  - G. All City approved and documented subcontractor invoices.
  - H. If applicable, expenses incurred.

Invoices must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to the City. Invoices must attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required.

Within the approved amount of each approved Task Proposal, and with the written approval of the City, a portion of the amount from the line item of the task may be allocated to another line item task so long as the total amount approved for the Task Proposal as described in Exhibit "A" is not exceeded.

- V. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days after receipt of Consultant's monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.

VI. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid, or personally served, and addressed to the following parties.

Consultant: David Evans and Associates, Inc.  
17542 E. 17th Street, Suite 150  
Tustin, CA 92780-1947  
Attn: Gabriel Rodriguez

City: City of Redondo Beach  
Public Works Department, Engineering Services Division  
415 Diamond Street  
Redondo Beach, CA 90277  
Attn: Lauren Sablan, City Engineer

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the third day after mailing if sent by registered or certified mail; or (2) 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.