

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

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

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

WHEREAS, the parties desire to increase the Consultant's compensation and update the notice provisions; and

WHEREAS, the parties 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 amendment to the Agreement:

1. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1", increasing the Consultant's compensation limit by \$150,000, setting a new limit of \$250,000. Exhibit "C" is further amended to update the notice provisions. Exhibit "C-1" is attached hereto and incorporated by reference.
2. **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 agreements 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.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 30th day of July, 2024.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:

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James A. Light, Mayor

DAVID EVANS AND ASSOCIATES, INC.,
an Oregon corporation

DocuSigned by:

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By: Steven Anderson
Name: Steven Anderson
Title: Associate

ATTEST:

DocuSigned by:

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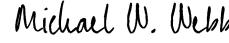
Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:

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Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:

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Michael W. Webb, City Attorney

EXHIBIT "C-1"

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 Engineer or designee approved Task Proposal(s) in accordance with the hourly rate schedule attached to and incorporated into Exhibit "C" of the Agreement.
- II. **EXPENSES.** Consultant shall be reimbursed for expenses in accordance with the schedule attached to Exhibit "C" of the Agreement. If Consultant requires reimbursement for expenses not provided on the rate schedule in the Agreement, 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 \$250,000 during the term of this 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. All personnel who performed work on the Task.
 - C. Description of the work performed.
 - D. Number of hours worked.
 - E. Hourly rate.
 - F. All City approved and documented subcontractor invoices.
 - G. If applicable, expenses incurred.

Invoices must be itemized, adequately detailed, be based on the work performed and time spent in the prior month, and 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" of the Agreement 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
Attention: Steven Anderson

City: City of Redondo Beach
Public Works Department, Engineering Services Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Lauren Sablan, Acting 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.