

**FIRST AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES BETWEEN
THE CITY OF REDONDO BEACH
AND LUCCI & 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 Lucci & Associates, a California corporation ("Contractor" or "Consultant").

WHEREAS, on May 5, 2020, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); 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 amendments to the Agreement:

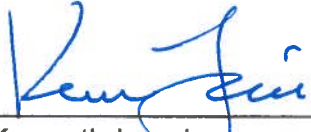
1. **SCHEDULE FOR COMPLETION.** Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to May 2, 2024. Exhibit "B-1" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B-1".
2. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase the limit for the total compensation paid to Consultant by \$100,000 for a total compensation limit of \$200,000. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A" of the Agreement.
3. **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 agreement 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.

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 3rd day of May, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

LUCCI & ASSOCIATES, INC.,
a California corporation

William C. Brand, Mayor

By: 
Name: Kenneth Lusci
Title: President *4-16-22*

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

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EXHIBIT "B-1"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to May 2, 2024 ("Term"), unless otherwise terminated as herein provided.



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 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 \$200,000 during the term of this Agreement.
- 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, 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 and addressed to or personally served on the following parties.

Consultant: Lucci & Associates, Inc.
3251 Corte Malpaso #511
Camarillo, CA 93012-8094
Attn: Ken Lucci

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

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. 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.

BASIC FEE SCHEDULE
Consulting Electrical Engineers – Services
Effective 6/30/21

<u>Classification</u>	<u>Hourly Rate</u>
Principal.....	\$215.00
Project Manager.....	\$200.00
Project Engineer.....	\$185.00
Design Engineer.....	\$155.00
Drafter	\$125.00
Word/Data Processing	\$90.00

