

**FOURTH AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND ARDURRA GROUP INC.**

THIS FOURTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Ardurra Group Inc., a California Corporation ("Consultant").

WHEREAS, on December 17, 2019, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on May 18, 2021, the parties entered into the First Amendment to the Agreement (the "First Amendment") to increase the Consultant's total compensation due to the need for additional services; and

WHEREAS, on February 15, 2022, the parties entered into the Second Amendment to the Agreement (the "Second Amendment") to increase the Consultant's total compensation due to the need for additional services; and

WHEREAS, on June 14, 2022, the parties entered into the Third Amendment to the Agreement (the "Third Amendment") to increase the Consultant's total compensation due to the need for additional services; and

WHEREAS, construction has been delayed due to unforeseen circumstances and Consultant services require additional hours; and

WHEREAS, the parties desire to enter into this Fourth Amendment to further increase Consultant's total compensation.

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.** Exhibits "C" to "C-3" of the Agreement are hereby amended to add Exhibit "C-4" to increase the limit for the total compensation paid to Consultant by \$60,000, for a total compensation limit of \$1,395,000. Exhibit "C-4" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A" of the Agreement in accordance with Exhibit "C-4".
2. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, the First Amendment, Second Amendment, the Third Amendment and this Fourth

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, the First Amendment, Second Amendment, the Third Amendment and this Fourth Amendment, the terms of this Fourth Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment in Redondo Beach, California, as of this 4th day of October, 2022.

CITY OF REDONDO BEACH

ARDURRA GROUP INC.

William C. Brand, Mayor

Lisa M. Penna, PE, Vice President

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "C-4"

COMPENSATION

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

- I. **AMOUNT.** Consultant shall be paid in accordance with the following rate schedule for additional work of the Third Amendment.

<u>Title</u>	<u>Hourly Billing Rate</u>
Principal-in-Charge	\$220.00
Construction Manager	\$180.00
Project Controls / Office Engineer	\$108.00
Public Works Inspector	\$138.00
Sub-consultants	Cost +10% Maximum
Total Not to Exceed Amount for Additional Labor	\$58,750
Reimbursable Expenses	At Cost +5%
Not to Exceed Amount for Additional Expenses	\$1,250
Total Not to Exceed Amount Paid to Consultant	\$1,395,000

- II. **EXPENSES.** Consultant shall be reimbursed for expenses at cost plus 5%. Expenses eligible for reimbursement include non-salary cost directly attributable to the Project such as oversized and color reproduction costs, site facility phone line and or internet service charges, travel expenses to remote fabrication yards per batch plant for required material inspections, and overnight postage and couriers. Travel charges to a remote fabrication yard or batch plant shall include the hourly billing rate plus travel expenses as listed in the current edition of the Caltrans Travel Guide.
- III. **NOT TO EXCEED AMOUNT.** Consultant's total not to exceed compensation, shall be increased by \$60,000. However, in no event shall Consultant's total compensation, including materials, phone calls, equipment, data, mileage, fuel, insurance and drive time, exceed \$ 1,395,000.
- IV. **METHOD OF PAYMENT.** Consultant shall provide invoices to City for approval and payment. Invoices must provide staff title, hourly rates, number of hours worked, description of work performed, expenses incurred (if applicable), and attach all City approved and documented subcontractor invoices. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City, and include 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.

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 full satisfaction.

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

Consultant: Ardurra Group Inc.
1960 East Grand Avenue, Suite 300
El Segundo, CA 90245
Attention: Dino D'Emilia

City City of Redondo Beach
415 Diamond Street, Door 2
Redondo Beach, CA 90277
Attention: Andrew Winje

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.