

**FOURTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND GILLIS & PANICHAPAN ARCHITECTS, INCORPORATED**

THIS FOURTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Fourth Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Gillis & Panichapan Architects, Incorporated, a California corporation ("Consultant").

WHEREAS, on June 12, 2018, the parties hereto originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on January 21, 2020, the parties hereto entered into the First Amendment to the Agreement for Consulting Services between the City and Consultant (the "First Amendment") to provide a new exit door, wall fabric design and coordination, additional coordination with the City's Audio-Visual Consultant, replace wood veneer finishes, and assist with bidding and construction administration; and increase the Consultant's compensation by \$14,800 for a total compensation limit of \$100,990; and

WHEREAS, on May 19, 2020, the parties hereto entered into the Second Amendment to the Agreement for Consulting Services between the City and Consultant (the "Second Amendment") to extend the term of this Agreement to December 31, 2021; and

WHEREAS, on September 15, 2020, the parties hereto entered into the Third Amendment to the Agreement for Consulting Services between the City and Consultant (the "Third Amendment") to provide a reflected ceiling plan design in the City Council lobby, new drinking fountain design and relocation, and provide deliverables, and increase the Consultant's compensation by \$9,950 for a total compensation limit of \$110,940; 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. **SCOPE OF SERVICES.** Exhibits "A" to "A-2" of the Agreement are hereby amended to add Exhibit "A-3" to provide additional construction support due to unforeseen circumstances. Exhibit "A-3" is attached hereto and incorporated by reference.
2. **COMPENSATION.** Exhibits "C" to "C-2" of the Agreement are hereby amended to add Exhibit "C-3" to increase the limit for the total compensation paid to Consultant by \$3,000 for a total compensation limit of \$113,940. Exhibit "C-2" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A-3" 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, the First Amendment, the Second Amendment, 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, the Second Amendment, Third Amendment, and this Fourth Amendment, the terms of this Fourth Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment in Redondo Beach, California, as of this 4<sup>th</sup> day of May, 2021.

CITY OF REDONDO BEACH,  
a California corporation

GILLIS & PANICHAPAN ARCHITECTS,  
INCORPORATED, a California  
corporation

\_\_\_\_\_  
William C, Brand, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

## **EXHIBIT "A-3"**

### **SCOPE OF WORK**

#### **CONSULTANT'S DUTIES.**

Consultant shall provide construction support due to unforeseen delay as set forth below.

1. Review and assess additional products and materials substitution submittals from the City's Project Contractor. These additions include, but are not limited to lighting fixtures and the drinking fountain.
2. Provide additional detailed coordination with the City's Project Contractor and City's Audio-Video Consultant for the shop drawing development of the construction of the dais.
3. Coordinate unforeseen site conditions, including without limitation, emptied cells at the lintel bolts, with the City's Project Contractor for the structural lintel design revisions and installation. Provide additional coordination with the City Building and Safety division for approval of the revisions.
4. Provide two additional site visits until the Project is completed.

## EXHIBIT "C-3"

### COMPENSATION

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

**I. HOURLY FEE SCHEDULE.** Consultant shall be paid in accordance with the following schedule.

Professional Fees	Hourly Rate
<u>Architecture:</u>	
- Principal	\$185
- Project Director	\$155
- Project Architect	\$135
- Job Captain	\$ 95
- Designer	\$ 80
<u>Electrical and Plumbing Engineering:</u>	
- Principal	\$155
- Senior Engineer	\$135
- Engineer	\$120
- Designer	\$105
- CAD Operator	\$85
<u>Structural Engineering:</u>	
- Principal	\$190
- Senior Engineer	\$175
- Engineer	\$165
- Designer	\$105
- CAD Operator	\$ 90
- Additional Site Visit	\$ 95

**II. REIMBURSABLE EXPENSE.** Expenses include costs for specialty printing (other than B&W on standard ledger or tabloid size paper), delivery fees (UPS charges), local mileage, and City's Business License fees for the Design Team. Consultant shall be reimbursed for expenses in accordance with the following schedule; provided, however, that Consultant obtains City's prior written approval and Consultant attached copies of written receipts to its invoice.

Expense	Amount
*Mileage	\$0.575 per business mile (IRS Mileage Reimbursement Rates effective January 1, 2020)
Delivery Fees, Government fees, and the costs of special sized prints/ reproductions	At Cost plus 10%
All other expenses	At cost

\*Any time spent driving to perform the services described herein, shall only be billed at the provided mileage rate.

- III. NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, the total amount paid to Consultant for services described in Exhibit A-3 shall not exceed \$3,000 as described in the attached schedule. Total compensation under this amended agreement shall not exceed \$113,940.
- IV. METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment. Invoices must be based on the hours worked, applicable billing rate, staff title, and expenses incurred (including any markup provided in Section II of this Exhibit "C-3", in the month prior to the invoice submission. Consultant shall submit two hard copies of the invoice. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City, and attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant shall provide any other back-up material upon request.
- V. SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within (30) days of receipt and approval of the monthly invoice; provided, however, that payments by City shall not exceed the amounts described in the attached schedule.
- 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: Gillis & Panichapan Architects, Incorporated  
2900 Bristol Street, Suite G-205  
Costa Mesa, CA 92626  
Attn: Jack Panichapan

City: City of Redondo Beach  
Public Works Department, Engineering Services Division  
415 Diamond Street, Door 2  
Redondo Beach, CA 90277  
Attn: 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.