

**SECOND AMENDMENT TO THE AGREEMENT  
FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND PACIFIC ARCHITECTURE AND ENGINEERING**

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 Pacific Architecture and Engineering, a California Corporation ("Consultant").

WHEREAS, on August 4, 2020, the parties originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on February 16, 2021, the parties entered into a First Amendment for additional service do to unexpected increases in the volume of work to be performed as compared to that originally anticipated to complete the services under this contract; and

WHEREAS, the volume of work to be performed exceeds what was anticipated by the original contract and First Amendment; and

WHEREAS, therefore, the parties desire to increase the 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" and "C-1" of the Agreement are hereby amended to add Exhibit "C-2" which shall increase the limit for the total compensation paid to Consultant by \$90,000; as such, the total compensation shall not exceed \$155,000. Exhibit "C-2" 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-2".
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 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 prevail.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment in Redondo Beach, California, as of this 1st day of June, 2021.

CITY OF REDONDO BEACH

PACIFIC ARCHITECTURE AND  
ENGINEERING

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

\_\_\_\_\_  
Jun Fujita Hall, President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

#### A. AMOUNT.

Total compensation provided pursuant to this agreement shall not exceed \$155,000.

Consultant shall be paid in accordance with the following hourly rates for the services described herein:

<u>Title</u>	<u>Hourly Billing Rate</u>
Admin	\$ 45.00
Drafter	\$ 65.00
Drafter II	\$ 91.00
Drafter III	\$ 97.00
Engineer	\$110.00
Engineer I	\$125.00
Document Control	\$130.00
Engineer II	\$145.00
Engineer III	\$155.00
Project Architect	\$171.00
Project Manager	\$171.00
Sr Engineer II	\$164.72
Specialist I	\$190.00
Specialist II	\$219.87

- B. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices indicating the services and tasks performed, and hourly rate, hours worked, and staff assigned during the prior month to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
- C. **SCHEDULE FOR PAYMENT.** Consultant shall be paid within thirty (30) days of City's receipt of monthly invoice, provided, however, that services are completed to the City's reasonable satisfaction.
- D. **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: Pacific Architecture and Engineering, Inc  
2447 Pacific Coast Highway, Suite 218  
Hermosa Beach, CA 90254  
Attention: Jun Fujita Hall

City: City of Redondo Beach  
Public Works Department, Engineering Division  
415 Diamond Street  
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.