

**SECOND AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH
AND MICHAEL BAKER INTERNATIONAL, INC.**

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 Michael Baker International, Inc., a Pennsylvania corporation ("Consultant" or "Contractor").

WHEREAS, on September 15, 2020, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on June 15, 2021, the parties entered into the First Amendment to the Agreement (the "First Amendment") to modify the scope of services, extend the term of the Agreement, and increase Consultant's total compensation; and

WHEREAS, the parties desire to 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 amendments to the Agreement:

1. Compensation. Exhibits "C" and "C-1" of the Agreement are hereby amended to add Exhibit "C-2" to increase Consultant's compensation by \$62,250 for a total limit on Consultant's compensation in the amount of \$171,231. Exhibit "C-2" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A-1" of the First Amendment.
2. No Other Amendments. The Agreement, First Amendment, and this Second 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, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 21st day of September, 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation

MICHAEL BAKER INTERNATIONAL, INC.
a Pennsylvania 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 "C-2"
COMPENSATION

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

A. AMOUNT

1. Hourly Rate. Consultant shall be paid the following hourly rates for services described herein.

Name/Title	Hourly Rate
Damien Delany Project Manager	\$150
Tom Lao, Housing Construction Manager	\$130
Michael Neal, Grants Coordinator	\$130
Sandra Lee, Labor Compliance/Housing Specialist	\$100
Brent Schleck, Environmental Analyst	\$ 90
Joyce Lee, Assistant Planner	\$ 85

2. Not to Exceed Amount. Notwithstanding the foregoing, Consultant's compensation shall not exceed the following amounts.

Exhibit "A" Section	Service	Not to Exceed Amount
Section A of the Agreement	General Duties	\$0.00
Sections B, D, F and G of the Agreement	CDBG Administration, CDBG-CV Administration and Public Service Agency Funding Program	\$126,731
Section C of the Agreement	Mobility Access/Emergency Repair Program	\$27,000
Section E of the Agreement	Capital Improvement Projects	\$17,500
Total Compensation Limit		\$171,231

3. Funding Reduction. If CDBG funds provided to City by HUD are reduced, suspended or terminated, City hereby reserves the right to reduce, suspend or terminate the funds allocated to the service as provided above.

- B. **METHOD OF PAYMENT**. Consultant shall provide invoices indicating the hours worked, applicable billing rate, and services and tasks performed 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**. City agrees to pay Consultant within forty-five (45) days of receipt of monthly invoices; provided however, services are completed to the City's full 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: Michael Baker International, Inc.
3760 Kilroy Airport Way, Suite 270
Long Beach, CA 90806
Attention: Albert Warot, Associate Vice President

City: City of Redondo Beach
Department of Community Services
1922 Artesia Blvd.
Redondo Beach, CA 90278
Attention: Cameron Harding, Director of Community Services

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.