

**THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES TO PROVIDE  
ON-CALL ASSESSMENT ENGINEERING DESIGN SERVICES FOR PRIVATE  
UNDERGROUNDING UTILITY DISTRICTS BETWEEN THE CITY OF HERMOSA BEACH  
AND NV5, INC.**

This Third Amendment to the Agreement for Professional Services to provide On-Call Assessment Engineering Design Services for Private Undergrounding Utility Districts (“Third Amendment”) is entered into by and between the City of Hermosa Beach, a municipal corporation (“City”) and NV5, Inc. (“CONSULTANT”) as of July 22, 2025.

**RECITALS**

- A. City and Consultant are parties to Agreement dated January 12, 2021 (the “Agreement”) by which City engaged Consultant to provide On-Call Assessment Engineering Design Services for Private Undergrounding Utility Districts for the City.
- B. City and Consultant entered into the First Amendment to the Agreement for Professional Services to provide On-Call Assessment Engineering Design Services for Private Undergrounding Utility Districts on January 12, 2024, to extend the term of the Agreement to January 12, 2025.
- C. City and Consultant entered into the Second Amendment to the Agreement for Professional Services to provide On-Call Assessment Engineering Design Services for Private Undergrounding Utility Districts on January 12, 2025 to extend the term of the Agreement to January 12, 2026.
- D. City and Consultant now desire to amend the Agreement by this Third Amendment in order to increase the total not to exceed amount of compensation to NV5, Inc. to \$600,000 and extend the term of the Agreement to expire on July 12, 2027.

**NOW, THEREFORE,** in consideration of the foregoing, the Agreement is amended as follows:

1. Section 1 of the Agreement is amended in its entirety to read as follows:

“1. CONSIDERATION AND COMPENSATION.

As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A.

As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.

As additional consideration, CITY agrees to pay CONSULTANT a total not to exceed amount of \$600,000 for CONSULTANT’s services, unless otherwise specified by written amendment to this Agreement, in accordance with the hourly rate schedule attached hereto as Exhibit B and incorporated herein by reference.

No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.

CONSULTANT shall submit to CITY, by no later than the 10<sup>th</sup> day of each month, its invoice for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT's invoice within 30 days after it is received."

2. Section 7 of the Agreement is amended to read as follows:

"TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on July 12, 2027, unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing in advance by both parties."

Except as above modified by this Third Amendment, all other terms and conditions in the Agreement remain unchanged and shall continue in full force and effect.

CITY OF HERMOSA BEACH

CONSULTANT

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Steve Napolitano, Interim City Manager

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Jeffrey Cooper

ATTEST:

APPROVED AS TO FORM:

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Myra Maravilla, City Clerk

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Todd Leishman, Interim City Attorney