

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

THIS EIGHTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("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 January 20, 2015, the parties originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on September 6, 2016, the parties entered into the First Amendment to the Agreement ("First Amendment") to modify certain terms; extend the term to September 20, 2017; and increase Consultant's total compensation to \$420,800; and

WHEREAS, on September 19, 2017, the parties entered into the Second Amendment to the Agreement ("Second Amendment") to extend the term to September 30, 2018; increase Consultant's total compensation to \$495,800; and modify the insurance requirements; and

WHEREAS, on July 10, 2018, the parties entered into the Third Amendment to the Agreement ("Third Amendment") to extend the term to December 31, 2019; and increase Consultant's total compensation to \$520,800; and

WHEREAS, on January 8, 2019, the parties entered into the Fourth Amendment to the Agreement ("Fourth Amendment") to increase Consultant's total compensation to \$595,800; and

WHEREAS, on December 17, 2019, the parties entered into the Fifth Amendment to the Agreement ("Fifth Amendment") to extend the Consultant's term to December 31, 2021; and increase the Consultant's total compensation to \$695,800; and

WHEREAS, on September 15, 2020, the parties entered into the Sixth Amendment to the Agreement ("Sixth Amendment") to extend the term of the Agreement to December 31, 2022, and increase Consultant's total compensation to \$795,800; and

WHEREAS, on December 7th, 2021, that parties entered into the Seventh Amendment to the Agreement ("Seventh Amendment") to increase Consultant's total compensation to \$830,000; and

WHEREAS, the parties desire to enter into this Eighth 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-7" of the Agreement are hereby amended to add Exhibit "C-8" to increase the limit for the total compensation paid to Consultant by \$45,000, for a total compensation limit of \$875,000. Exhibit "C-8" 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-8".
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, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and this Eighth 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, Third Amendment, Fourth Amendment, the Fifth Amendment, the Sixth Amendment and this Seventh Amendment, the terms of this Eighth Amendment shall prevail.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Eighth Amendment in Redondo Beach, California, as of this 21st day of June, 2022.

CITY OF REDONDO BEACH

William C. Brand, Mayor

PACIFIC ARCHITECTURE AND
ENGINEERING

By: 

Name: Jun Fujita Hall
Title: President

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "C-8"

COMPENSATION

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

1. **AMOUNT.** Consultant shall be paid in accordance with the following hourly schedule for the services described herein.

<u>Title</u>	<u>Hourly Billing Rate</u>
Project Manager	\$171.00
Engineer III	\$161.00
Engineer II	\$145.00
Engineer I	\$125.00
Sr Engineer II	\$186.72
Drafter	\$ 65.00
Admin	\$ 55.00
Specialist I	\$190.00
Specialist II	\$219.87

2. **EXPENSES.** Consultant may be reimbursed for its expenses, including postage, supplies, reproduction, and other incidental expenses. In no event shall any expenses be reimbursed without the written approval of the City Engineer or designee. Consultant shall provide receipts for the expenses and prepare a reconciliation of the expenses. Reimbursable expenses will be billed at cost plus 10%.
3. **NOT TO EXCEED AMOUNT.** Consultant's total compensation, including reimbursable expenses shall not exceed \$875,000 during the term of the Agreement.
4. **METHOD OF PAYMENT.** Consultant shall provide invoices indicating the dates of service, staff title, hourly rate, and services and tasks performed during the prior month to City for approval and payment. If Consultant has incurred expenses, receipts for reimbursable expenses and City Engineer's written approval shall be attached to the invoice. 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.
5. **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.

6. **NOTICE.** Written notices 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
1137 Second Street, Suite 214
Santa Monica, CA 90403
Attention: Jun Fujita Hall, Principal

City City of Redondo Beach
Public Works Department, Engineering Services Division
415 Diamond Street, Door E
Redondo Beach, CA 90277
Attention: Andrew Winje, City Engineer

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rene Williams Agency 22837 Pacific Coast Hwy Ste D Malibu CA 90265-5841	CONTACT NAME: Esther Campos PHONE (A/C, No, Ext): 310-317-4433 E-MAIL ADDRESS: Rwilliams@farmersagent.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: FARMERS INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:
INSURED PACIFIC ARCHITECTURE AND ENGINEERING INC. 730 Arizona Ave Santa Monica CA 90401	NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		PSK0734644899	11/19/2021	11/19/2022	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		PSK0734644899	11/19/2021	11/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	B09478570	11/19/2021	11/19/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
A	PROFESSIONAL LIABILITY			PSK0734644899	11/19/2021	11/19/2022	CLAIMS MADE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER AND ADDITIONAL INSURED UNDER POLICY PSK0734644899
CITY OF REDONDO BEACH THEIR OFFICER EMPLOYEES VOLUNTEERS, AND AGENTS
415 DIAMOND STREET
REDONDO BEACH, CA 90277
SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE ISSUING INSURER WILL MAIL A WRITTEN NOTICE 30 DAYS IN ADVANCE.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF REDONDO BEACH THEIR OFFICER EMPLOYEES VOLUNTEERS, AND AGENTS 415 DIAMOND STREET REDONDO BEACH, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Rene Williams</i>

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