

**THIRD AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH AND SABERI AND ASSOCIATES INC.**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Third Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Saberi and Associates Inc., a California corporation ("Consultant").

WHEREAS, on December 18, 2018, the parties hereto entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on December 1, 2020, the parties hereto entered into the First Amendment (the "First Amendment") to extend the term to December 31, 2022, and to increase the Consultant's total compensation to \$200,000; and

WHEREAS, on December 13, 2022, the parties hereto entered into the Second Amendment (the "Second Amendment") to extend the term to December 31, 2024, and to increase the Consultant's total compensation to \$300,000; and

WHEREAS, the parties hereto desire to further extend the term of the Agreement and provide additional compensation for the extended term.

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. GENERAL PROVISIONS.

Section 36 shall be added to the Agreement as follows:

36. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

2. SCOPE OF SERVICES. Exhibit "A" of the Agreement is hereby amended to delete Section II.C in its entirety.

3. **TERM AND TIME OF COMPLETION.** Exhibit “B” of the Agreement, as previously amended by Exhibits “B-1” and “B-2”, is hereby further amended to add Exhibit “B-3”, which is attached hereto and incorporated herein by reference. Exhibit “B-3” extends the Agreement term to December 31, 2026. Consultant shall commence and complete all services described in Exhibit “A” in accordance with the schedule set forth in Exhibit “B-3”.
4. **COMPENSATION.** Exhibit “C” of the Agreement, as previously amended by Exhibits “C-1” and “C-2”, is hereby amended to add Exhibit “C-3”, which is attached hereto and incorporated herein by reference. Exhibit “C-3” increases the total compensation limit by \$100,000, setting a new total compensation limit of \$400,000, and updates the notice provision. Consultant shall be compensated for the services described in Exhibit “A” of the Agreement.
5. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, and this Third 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, Second Amendment, and this Third Amendment, the terms of this Third Amendment shall govern.

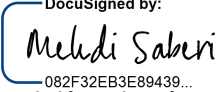
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 17th day of December, 2024.

CITY OF REDONDO BEACH,
a chartered municipal corporation

SABERI AND ASSOCIATES INC.,
a California corporation

James A. Light, Mayor

DocuSigned by:

082F32EB3E89439...
By: _____
Name: Mehdi Saberi
Title: President

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT “B-3”

TERM AND TIME OF COMPLETION

TERM. The term of the Agreement shall be extended to December 31, 2026 (“Term”), unless otherwise terminated as herein provided.

EXHIBIT "C-3"

COMPENSATION

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

- I. **AMOUNT.** Consultant shall perform the work for all City approved Task Proposal(s) in accordance with the attached hourly rate schedule, which is hereby incorporated by reference.
- II. **EXPENSES.** Consultant shall be reimbursed for expenses in accordance with the attached schedule. If Consultant requires reimbursement for expenses not provided on the attached schedule, including but not limited to, mileage, reproduction costs, and subcontractor markup, Consultant shall not be reimbursed without a subsequent written amendment, which shall be at the sole discretion of the City.
- III. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to the Consultant, including reimbursable expenses, exceed \$400,000 during the term of this Agreement.
- IV. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.
 - A. Task number.
 - B. All personnel who performed work on the Task.
 - C. Description of the work performed.
 - D. Number of hours worked.
 - E. Hourly rate.
 - F. All City approved and documented subcontractor invoices.
 - G. If applicable, expenses incurred.

Invoice must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to the City. Invoices must attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required.

Within the approved amount of each approved Task Proposal, and with the written approval of the City, a portion of the amount from the line item of the task may be allocated to another line item task so long as the total amount approved for the Task Proposal as described in Exhibit "A" is not exceeded.

- V. **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 reasonable satisfaction and there is no dispute over the amount.

- VI. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid, or personally served, and addressed to the following parties.

Consultant: Saberi and Associates, Inc.
23232 Peralta Drive, Suite 112
Laguna Hills, CA 92653
Attn: Mehdi Saberi

City: City of Redondo Beach
Public Works Department, Engineering Services Division
415 Diamond Street
Redondo Beach, CA 90277
Attn: Lauren Sablan, Acting City Engineer

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the third day after mailing if sent by registered or certified mail; or (2) upon personal delivery. 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 in accordance with this section.

FEE SCHEDULE	
Discipline	Hourly Rate
Structural Engineer	\$200.00
CADD Operator	\$90.00
Architect	\$180.00
Clerical	\$60.00
Reimbursable	Cost
Courier Service	Cost
Transportation	\$.57 per mile



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/24

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 PRIME INSURANCE SERVICES, INC. 9891 IRVINE CENTER DRIVE #160 IRVINE, CA 92618-4319 License #:0D48024	CONTACT NAME: Sima PHONE (A/C, No, Ext): (949)450-2300 E-MAIL ADDRESS: Sima@primepolicy.com FAX (A/C, No): (949)450-2311																					
INSURED SABERI & ASSOCIATES, INC. 23232 PERALTA DRIVE STE 112 LAGUNA HILLS, CA 92653	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>SENTINEL INSURANCE COMPANY</td><td>11000</td></tr><tr><td>INSURER B :</td><td>HARTFORD ACCIDENT & INDEMNITY</td><td>22357</td></tr><tr><td>INSURER C :</td><td>JAMES RIVER INSURANCE COMPANY</td><td>12203</td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	SENTINEL INSURANCE COMPANY	11000	INSURER B :	HARTFORD ACCIDENT & INDEMNITY	22357	INSURER C :	JAMES RIVER INSURANCE COMPANY	12203	INSURER D :			INSURER E :			INSURER F :		
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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																					
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Structural Engineering Services.

Those usual to the Insured operation. Certificate Holder, City of Redondo Beach, it's officers, elected and appointed officials, employees and volunteers are named as additional insured with liability limited to claims arising out of insured's operation only.

CERTIFICATE HOLDER**CANCELLATION**

ADDITIONAL INSURED: CITY OF REDONDO BEACH 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 
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