

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR
HISTORIC PRESERVATION CONSULTING SERVICES**

This Second Amendment to Professional Services Agreement for historic preservation consulting services (this "Second Amendment") is made and entered into on this 8 day of August, 2022, by and between the CITY OF SAN CLEMENTE, a California municipal corporation ("City"), and GPA Consulting ("Contractor").

R E C I T A L S:

- A. City and Contractor entered into that certain Professional Services Agreement for historic preservation consulting services (the "Agreement") on October 28, 2020.
- B. City and Contractor entered into that certain First Amendment to Professional Services Agreement for historic preservation consulting services ("First Amendment") on September 2, 2021. The Original Agreement, as modified by the First Amendment, is hereinafter referred to as the "Agreement."
- C. City and Contractor desire to amend the Agreement in the manner provided herein.

C O V E N A N T S:

Section 1.1: The Agreement is hereby amended by extending the term to June 30, 2024.

Section 3.1: The Agreement is hereby amended by increasing the total compensation amount from Seventeen Thousand Five Hundred Dollars (\$17,500) to Thirty Two Thousand Five Hundred Dollars (\$32,500).

Except as expressly amended by this Second Amendment, the remaining portions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed on the respective dates set forth opposite their signatures.

CITY OF SAN CLEMENTE

By: [Signature]

Its: City manager

Dated: 8/11, 2022

ATTEST:

[Signature] / Legislative
Administrative
CITY CLERK of the City of
San Clemente, California

Approved as to form:
BEST BEST & KRIEGER

[Signature]
City Attorney

GPA Consulting
("CONTRACTOR")

By: [Signature]

Its: President

Dated: August 3, 2022

[Signature]
Finance Authorization

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Project No. _____

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(ONE OF THE BOXES BELOW MUST BE CHECKED)

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier Travelers Property Casual Co. of America

Policy Number UB-0K1T826877-22-47

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF

Workermans'
Comp

COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF
THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated: August 2nd, 20 22

GPA Consulting
Contracting Firm

By: *Andrea Galvin*

Andrea Galvin
Title

840 Apollo St., Suite 312
Address

El Segundo, CA 90245