

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MANHATTAN BEACH AND NV5, INC.

This First Amendment ("Amendment No. 1") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and NV5, Inc., a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of \_\_\_\_\_ ("Effective Date").

RECITALS

A. On March 17, 2020, the City and Consultant entered into an agreement for professional services for the Consultant to provide construction management oversight, public outreach, and construction inspection services ("Agreement");

B. The Parties now desire to amend the Agreement to increase the Maximum Compensation and modify the Scope of Services.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 3.A of the Agreement is hereby revised to increase the Maximum Compensation amount by \$113,880.00 for a new Maximum Compensation of \$450,830.00.

Section 2. Exhibit A (Scope of Services) of the Agreement is hereby amended to include construction management and inspection services for Underground Utility Assessment Districts 19-12 and 19-14 by adding the attached Exhibit A of this Amendment No. 1 to the Scope of Services. Exhibit B (Approved Fee Schedule) of the Agreement is hereby amended to include construction management and inspection services for Underground Utility Assessment Districts 19-12 and 19-14 by adding the attached Exhibit B of this Amendment No.1 to the Approved Fee Schedule.

Section 3. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

Consultant:

City of Manhattan Beach,  
a California municipal corporation

NV5, Inc.,  
a California Corporation

By: \_\_\_\_\_

Name: Bruce Moe  
Title: City Manager

By: \_\_\_\_\_

Name: Scott Kvandal  
Title: Chief Synergy Officer

ATTEST:

By: \_\_\_\_\_

Name: Jeffrey Cooper  
Title: Director of Infrastructure

By: \_\_\_\_\_

Name: Liza Tamura  
Title: City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: Quinn M. Barrow  
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By: \_\_\_\_\_

Name: Steve S. Charelian  
Title: Finance Director

APPROVED AS TO CONTENT:

By: \_\_\_\_\_

Name: Stephanie Katsouleas  
Title: Public Works Director

## **EXHIBIT A**

### **SCOPE OF ADDITIONAL SERVICES**

The following scope of services will be performed for Underground Utility Assessment District (UUAD) No. 19-12 and UUAD No. 19-14:

- Review and become familiar with all contract- and construction-related documents, including plans and specifications, traffic control plans, construction schedules, construction sequences and permitting requirements. Present any concerns during the pre-construction meeting. Attend subsequent progress meetings to maintain communication regarding issues or problems. For all projects, maintain a correspondence file and copy all contractor communications to the City.
- Perform oversight inspection of the contractor's work to assure conformance with the City Encroachment Permit, "Greenbook" Standard Specifications, Manual of Traffic Controls for Construction and Maintenance Work Zones, Caltrans Construction Manual and all other applicable codes and regulations. Health and safety measures will be strictly enforced to maintain a safe and clean construction environment. Prepare daily reports detailing work completed and/or other activities for each day the contractor performs work. Daily reports will include progress photos and will be kept in a bound notebook and will state at a minimum the date, weather conditions, traffic control measures taken, progression of work, materials used, and subcontractors, equipment and employees on site, and major incidents/safety violations. NV5, Inc. will also prepare reports of deviations and non-conformance to specifications and provide responses in accordance with the specification requirements. Notices of Non-Compliance will be immediately delivered to the contractor for any and all deviations.
- Monitor the establishment, maintenance and any required modification of the approved SWPPP. Should the provisions for developing the SWPPP in the specifications be inadequate to support development of a comprehensive and timely submitted stormwater and erosion control plan necessary to comply with current NPDES requirements, the NV5 team can work closely with the design consultants to incorporate the required language into the project specifications suitable to meet these goals.
- Monitor utility coordination as set forth in the pre-construction meeting, reporting conflicts to the City and recommending a course of action.
- Assure compliance with the coordination plan set forth in the project startup to mitigate construction impacts to businesses and residents, altering and revising the coordination plan as project demands require. As part of the coordination plan, monitor site safety and public safety, reporting problems to the City.

- Assure implementation of a traffic control plan that is in accordance with the latest Work Area Traffic Control Handbook (WATCH) requirements, the City's requirements, and the contract documents.
- Compile detailed punch lists with the City, consultants and contractor. NV5 will conduct a preliminary walk-through with the contractor to assure there are no blatant issues and to generate a preliminary punch list. After completion of the preliminary punch-list items, prepare the final punch list and coordinate with the contractor for item completion. All punch lists generated will include schedules for completion.
- Upon project completion, conduct final inspection and coordinate closeout of encroachment permits. Review as-built plans and assure that they are submitted to the City.

**EXHIBIT B**  
**FEE SCHEDULE FOR SERVICES ADDED BY AMEMDNMENT NO. 1**

Below are the fee schedules for UUAD No. 19-12 and UUAD No. 19-14, with a not-to-exceed amount of \$56,940 for UUAD No. 19-12 and a not-to-exceed amount of \$56,940 for UUAD No. 19-14, for a total not-to-exceed amount of \$113,880.00. The below fee schedules are based on a 200 working day construction duration for each UUAD.

**Oversight Inspection Services – UUAD No. 12**  
**Fee Estimate (200 Working days)**

TASK					
Task No.	TASK DESCRIPTION	Construction Manager	Inspector	Administration	Total
	<i>Hourly Bill Rate</i>	\$160	\$130	\$90	
1.0	Pre-Construction Coordination		8	1	\$1,130
2.0	Construction Phase	20	400		\$55,200
3.0	Project Closeout		4	1	\$610
	<b>Total Hours</b>	<b>20</b>	<b>412</b>	<b>2</b>	
	<b>TOTAL FEE</b>				<b>\$56,940</b>

**\*Basis of Estimate:**

1. Project Construction Duration - 200 Working Days (10 Months)
2. Half-time Inspection Coverage
3. Construction Manager to provide part-time supervision

**Oversight Inspection Services – UUAD No. 14**  
**Fee Estimate (200 Working days)**

TASK					
Task No.	TASK DESCRIPTION	Construction Manager	Inspector	Administration	Total
	<i>Hourly Bill Rate</i>	\$160	\$130	\$90	
1.0	Pre-Construction Coordination		8	1	\$1,130
2.0	Construction Phase	20	400		\$55,200
3.0	Project Closeout		4	1	\$610
	<b>Total Hours</b>	<b>20</b>	<b>412</b>	<b>2</b>	
	<b>TOTAL FEE</b>				<b>\$56,940</b>

**\*Basis of Estimate:**

1. Project Construction Duration - 200 Working Days (10 Months)
2. Half-time Inspection Coverage
3. Construction Manager to provide part-time supervision