

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND MOORE IACOFANO
GOLTSMAN, INC. (MIG).

This First Amendment (“Amendment No. 1”) to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation (“City”) and Moore Iacofano Goltsman, Inc. (MIG) a California corporation (“Consultant”) (collectively, the “Parties”) is hereby entered into as of February 20, 2024.

RECITALS

A. On June 6, 2023, the City and Consultant entered into an agreement for professional services for the Consultant to provide professional planning services related to the long-term outdoor dining program development (“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 \$91,726.33, for a new Maximum Compensation of \$ 491,726.33.

Section 2. Exhibit A “Scope of Services and Approved Fee Schedule” is hereby amended to add additional services and related fee schedules as attached hereto as Exhibit A.

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

[SIGNATURE PAGE FOLLOWS]

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

City:

Consultant:

City of Manhattan Beach,
a California municipal corporation

Moore Iacofano Goltsman, Inc.,
a California corporation

By: _____
Name: Bruce Moe
Title: City Manager

DocuSigned by:
Daniel Iacofano 2/9/2024
7E3EC3E3791347D
By: _____
Name: Daniel Iacofano
Title: CEO

ATTEST:

By: _____
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Quinn M. Barrow, City Attorney 2/9/2024
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By: _____
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
Steve S Charelian, Finance Director 2/9/2024
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By: _____
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
Talyn Mirzakhianian 2/9/2024
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By: _____
Name: Talyn Mirzakhianian
Title: Community Development
Director

**EXHIBIT A
SCOPE OF SERVICES
AND
APPROVED FEE SCHEDULE**

MIG, Inc. will assist the City in developing preliminary plans for the long-term outdoor dining program in addition to the original work scope contained in the Agreement executed on June 6, 2023. The additional work scope includes field visits, assessment of existing conditions, development of inventories for outdoor seating and parking changes, as well as preliminary design drawings, and a cost estimate based on the preliminary design.

The rates below apply only to authorized services provided under the scope and contract, and do not apply to contract administration activities such as invoicing, contract performance, discussions, etc.

- Principle-in-Charge/Project Manager: \$250/Hr
- Urban Designer/Deputy Project Manager: \$120/Hr
- Civil QA/QC: \$250/Hr
- Civil Engineer I: \$150/Hr
- Civil Engineer II: \$260/Hr
- CAD Technician: \$155/Hr
- Traffic Analyst Team: \$25,060(Lump sum)