

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND PAUL HANSEN
ENGINEERING, LLC

This Second Amendment ("Amendment No. 2") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Paul Hansen Engineering, LLC, a limited liability company ("Consultant") (collectively, the "Parties") is hereby entered into as of _____ ("Effective Date").

RECITALS

A. On June 1, 2022, the City and Consultant entered into an agreement for professional services for the Consultant to provide qualified on-call project management services for various CIP projects in the City when the workload need arises ("Agreement").

B. On October 30, 2023, the City and Consultant entered into Amendment No. 1 to extend the term of the Agreement through December 31, 2025, unless sooner terminated as provided in Section 12 of the Agreement.

C. The Agreement as amended by Amendment No. 1, is hereinafter referred to as the "Agreement."

D. The Parties now desire to amend the Agreement to extend the term of the Agreement, increase the Maximum Compensation, and modify the Scope of Services and Approved Fee Schedule.

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 2 of the Agreement is hereby amended to extend the term of the Agreement through December 31, 2026, unless sooner terminated as provided in Section 12 of the Agreement.

Section 2. Section 3.A of the Agreement is hereby revised to increase the Maximum Compensation amount by \$203,924, for a new Maximum Compensation of \$253,779.

Section 3. Exhibit A "Scope of Services" of the Agreement is hereby supplemented by Exhibit A-1, Scope of Services, attached to this Amendment.

Section 4. Exhibit B "Approved Fee Schedule" of the Agreement is hereby supplemented by Exhibit B-1, Approved Fee Schedule, attached to this Amendment.

Section 5. Except as specifically amended by this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 on the day and year of the last authorized representative's signature shown below.

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

Paul Hansen Engineering, LLC,,
a limited liability company

By: _____

Name: Talyn Mirzakhani
Title: City Manager
Date:

By:  _____

Name: Paul Hansen
Title: Managing Member
Date: 7/30/2025

ATTEST:

By: _____

Name: Liza Tamura
Title: City Clerk
Date:

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow
Title: City Attorney
Date:

APPROVED AS TO FISCAL IMPACT:

By: _____

Name: Libby Bretthauer
Title: Finance Director
Date:

APPROVED AS TO CONTENT:

By: _____

Name: Ted Semaan
Title: Interim Public Works Director
Date:

AMENDMENT NO. 2 - EXHIBIT A-1

SCOPE OF SERVICES

Emergency Lot 3 Project Management Services

At the September 3, 2024, Regular City Council Meeting, City Council adopted Resolution No. 24-0105 declaring a local emergency at Lot 3 and authorizing the City Manager to secure, demolish, and replace the structure. The City required the emergency services of a full-time, on-site Resident Engineer to provide project management during the demolition of the Lot 3 Parking Structure (Lot 3) and the construction of an interim at-grade parking facility.

In accordance with the On-Call Project Management Agreement, the designated Resident Engineer, under the general direction of the City, was responsible for overseeing all demolition and construction activities from the mobilization of the demolition contractor until the completion of the interim parking facility. It was required that the proposed individual have experience administering construction contracts in excess of \$1,000,000, and managing City or local agency construction projects from the field.

The Resident Engineer was provided shared use of an office workstation at a City Facility, but worked predominantly onsite at Lot 3. An onsite presence was required during all demolition and construction activities. Some telework or offsite flexibility was accommodated on days with no construction activity taking place onsite. The Public Works Department is open Monday through Thursday from 7:30AM to 5:00PM, however the demolition contractor was authorized to operate between the emergency hours of 6:00AM and 6:00PM, Monday through Friday. The Resident Engineer worked overtime, including evenings and weekends, where the contractor elected to do so.

The Resident Engineer performed the project and construction management activities listed below throughout the demolition process and continued through the construction of the interim parking lot until it was in operation. The anticipated period of engagement for the selected Resident Engineer was for a period of approximately five to six months.

The Resident Engineer:

- Administers the contract (general contract administration and oversight of project);
- Serves as the City's representative at the project site, communicating with members of the public and nearby business owners, as appropriate;
- Observes and documents construction activities (prepare daily reports and digital photos of significant issues and milestones);
- Monitors Contractor's daily labor force for compliance with state and federal labor laws;
- Field verifies traffic control procedures and consistency with approved Traffic Control Plan;
- Conducts progress meetings and prepares meeting minutes;
- Coordinates with agencies and different stakeholders to ensure smooth progress of construction activities;
- Monitors project schedule;

AMENDMENT NO. 2 - EXHIBIT A-1

SCOPE OF SERVICES

- Verifies quantities and assures quality control;
- Performs field observations of site safety;
- Maintains complete and accurate project records;

The project location is in a high traffic business district with adjacent businesses that remained open during the duration of demolition and construction, including daily deliveries and refuse collections. The Resident Engineer is responsible for ensuring the demolition is completed as expeditiously as possible, while maintaining public safety and minimizing, to the extent possible, impacts to the neighboring businesses.

Additional Project Management Services

Consultant provided additional on-call project management services for subconsultant Geosyntec's soil investigation in the demolition of the Parking Lot 3 structure and construction of an interim surface parking lot.

This work included:

1. Limited Field Investigation

The consultant assessed the subsurface for the purposed project for providing pavement design recommendations. The work included one day of field work and advancing several hand auger explorations down to 5-foot depth or practical refusal, whichever was shallower. The Consultant representative logged the explorations and collected the samples for laboratory testing. Laboratory testing consisted of tests to assess compaction properties of soils (ASTM D1557), expansive potential of soils (ASTM D4829) and pavement design properties (ASTM D2844). The Consultant marked exploration locations for DigAlert and call in DigAlert ticket to check for utility conflict.

2. Preparation of Soil Report

The Consultant prepared a soils report, signed and stamped by the licensed engineer, that includes the following:

- Project description
- Scope of field investigation and all factual data collected, including exploration logs and laboratory test results
- Description of near subsurface conditions
- Recommendations for asphalt and permeable pavement design
- Recommendations for foundation design for light pole fixtures and parking payment kiosk
- Grading recommendations

3. Infiltration Testing

The Consultant performed infiltration testing to obtain the rate of infiltration for the purposes of permeable pavement design. The testing included 3 shallow pit infiltration tests and two shallow boring infiltration tests, where infiltration will be performed at a depth of 5 feet.

**AMENDMENT NO. 2 - EXHIBIT B-1
APPROVED FEE SCHEDULE**

Planning (Task Order 2024-05):

Demolition Estimation

Task Description	Budgeted Hours	Hourly Rate	Amount
Principal Engineer	8.50	195.00	\$ 1,657.50
Project Manager	4.00	169.00	\$ 676.00
Senior Estimator	66.50	165.00	\$ 10,972.50
		Subtotal	\$ 13,306.00

Task Order 2024-05 total: \$ 13,306.00

Construction (Task Order 2024-07):

Demolition

Task Description	Budgeted Hours	Hourly Rate	Amount
Principal Engineer	0.50	195	\$ 97.50
General Manager	4.00	169	\$ 676.00
Resident Engineer	296.50	169	\$ 50,108.50
		Subtotal	\$ 50,882.00

Interim Parking Lot 3

Task Description	Budgeted Hours	Hourly Rate	Amount
Principal Engineer	1.00	195	\$ 195.00
General Manager	12.00	169	\$ 2,028.00
Resident Engineer	665.00	169	\$ 112,385.00
		Subtotal	\$ 114,608.00

Additional Services

Soils Report		\$ 25,128.00
	Subtotal	\$ 25,128.00

Task Order 2024-07 total: \$ 190,618.00

Original Contract Amount: \$ 49,855.00

Amendment #2 Amount: \$ 203,924.00

Amended Contract Amount: \$ 253,779.00