

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND CANNON
CORPORATION

This First Amendment ("Amendment No. 1") to that certain agreement dated April 17, 2013 ("Agreement") by and between the City of Manhattan Beach, a California municipal corporation ("City") and Cannon Corporation, a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of this _____ day of _____, 2014 ("Effective Date").

RECITALS

- A. On April 17, 2013, the City and Consultant entered into an agreement for professional services for the Consultant to provide design professional services related to the 2013-14 Water Main Replacement Project;
- B. The City requires continued services from Consultant and Consultant desires to provide the services; and
- C. The Parties now desire to amend the Agreement to allow Consultant to continue to provide specified services to the City, and to allow the City to provide compensation for the services provided.

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

Section 1. Consultant shall perform the services described in Exhibit A, attached to this Amendment No. 1 and incorporated herein by reference, to the full satisfaction of the City and pursuant to a timeline directed by the City Manager. In the event of any inconsistency between the terms of Exhibit A and this Agreement, this Agreement shall govern.

Section 2. Section 3.1 of the Agreement is hereby amended to read:

"Amount. Compensation under this Agreement shall not exceed \$131,503.00. For the services provided pursuant to Amendment No. 1, compensation shall be provided in accordance with the Fee Proposal included in Exhibit A to Amendment No. 1."

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.

CONSULTANT

By: _____
Its: _____

By: _____
Its: _____

CITY OF MANHATTAN BEACH

Mark Danaj, City Manager

ATTEST:

Liza Tamura, City Clerk

APPROVED AS TO FORM:



Michael Estrada, Assistant City Attorney

EXHIBIT A



Mr. Edward Kao, P.E.
City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, CA 90266

Project: **City of Manhattan Beach – FY 2013-14 Water Main Replacement Project-
Additional Service Agreement (Revised)**

Dear Ed:

In response to your request, Cannon is pleased to submit this Additional Service Agreement request to provide additional professional engineering services to the City of Manhattan Beach for the above-referenced project.

PROJECT BACKGROUND

Cannon is currently designing replacement water mains and preparing construction plans for various locations within the City. During the proposal phase we noted a discrepancy between Table 1 and Exhibit A of the RFP. Table 1 indicated 2nd Street required a water main replacement and Exhibit A (Area 3) noted 1st Street. An inquiry was made by email (copy attached) to the City Engineer and the response was that 1st Street required the water main replacement. According to the staff report for the project, 2nd Street required a water main replacement. The discrepancy between the staff report and the response to the RFP question resulted in the topographic survey of 1st Street rather than 2nd Street. Cannon prepared an additional topographic survey of 2nd Street to complete the project per the staff report.

Cannon's proposal for the project assumed that record drawings for existing City facilities would be provided. Due to limited City staff and in the interest of moving the project forward, the City requested and accepted Cannon's assistance in locating and printing record drawings. Miguel Campos, Cannon's project engineer, met with City staff and located all the documents within the project location as directed by City staff.

The record drawings gathered by Miguel more than tripled the original record drawings provided by the City at the beginning of the project. The additional time and effort to review and incorporate each of the 60 additional documents into the construction drawing was not anticipated nor included in our original proposal. It was determined that many of the record drawings had discrepancies and were from many different time periods dating back to 1946. The amount of record drawings coupled with discrepancies required additional work and effort to resolve, confirm, and consolidate all of the new information.

The City has also requested three existing valves located at Sepulveda Blvd. and 27th Street be removed and replaced. Existing utilities drawings have been provided by the City and will be used to prepare a plan view of the necessary water system improvements. The additional valve replacement detail will not include a topographic survey. We will provide utility research request to utility agencies within the project area. The utility request will either be via email or US mail. The new detail will be added to the project construction drawings.

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Santa Monica CA 90405
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CannonCorp.us



As discussed during telephone conversations, potholing (Task Item 3.2 of the Cannon's proposal) has been placed on hold. This decision was based on the understanding that potholing is typically the responsibility of the contractor and a 6-inch water main can readily be routed and constructed to avoid obstructions. Subsequently the project currently has a credit of \$13,530.00. With your approval, the following scope of services can replace Task Item 3.2 – Utility Verification and Potholing.

The following additional scope of services with associated fees is listed below.

ADDITIONAL SCOPE OF WORK

- Prepare an additional topographic survey in accordance with Task 2.2 of our original proposal.
Fee: \$ 3,500.00
 - Gather and reproduce record drawings for water, sewer, storm drain, and street at the City's Maintenance yard located at 3621 Bell Avenue.
Fee: \$ 1,600.00
 - Review, reconcile, and update the base utility drawing to include the information contained with the 60 additional record drawings.
Fee: \$ 6,900.00
 - Prepare plan detail of the valve removal and replacement at Sepulveda Blvd. and 27th Street.
Fee: \$ 3,200.00
 - Repackage the plan set into two packages separating Area 2 and Area 3 per the City's request. In addition we will prepare separate bid sheets for each individual segment of water main to assist the City to select projects to remain Capital Improvement Project budget.
Fee: \$ 1,000.00
 - The original Request for Proposal did not request Construction Phase Support Services (CPSS). The assumption for excluding CPSS may have been the City standard practice of assigning CPSS to a competitively selected Construction Manager/Inspector. The assumed CPSS tasks for this project include responding to ten (10) Requests for Information, preparing two (2) addendums reviewing and approving fifteen (15) material submittals one time and making four (4) site visits during construction.
Fee: \$ 16,200.00
- Total Fee: \$ 32,400.00**

With the \$13,530 credit mentioned above, the final additional cost will be: \$ 18,870.00

The scope of work listed above has been completed and is incorporated in the 100% submittal currently under review by the City. We appreciate your consideration and approval of this Additional Service Agreement. Please feel free to contact me if you have any questions.

Sincerely,

J. Eric Porkert, P.E.
Senior Principal Engineer
C57562

attachment