

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

This First Amendment ("Amendment No. 1") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Psomas, a California corporation ("Contractor") (collectively, the "Parties") is hereby entered into as of November 20, 2018 ("Effective Date").

RECITALS

A. On June 6, 2017, the City and Contractor entered into an agreement for professional services for the Consultant to provide engineering services for Marine Avenue from Sepulveda Boulevard to Aviation Boulevard and the Liberty Village Improvement Project ("Agreement");

B. The Agreement established a budget of \$2,685 for construction assistance on the Liberty Village Improvement Project, and a budget of \$2,685 for construction assistance on the Marine Avenue Improvement Project;

C. 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.

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 revised to extend the term of the Agreement through December 31, 2019, 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 \$23,090, for a new Maximum Compensation of \$ 127,540, which includes a total construction assistance budget of \$17,900 for Liberty Village (\$2,685 + \$15,215) and \$10,560 for Marine Avenue (\$2,685 + \$7,875).

Section 3. Exhibit A (Scope of Services) of the Agreement is hereby amended to include the revised construction support services described in the Amendment to Construction Support Services (Construction Assistance) dated October 15, 2018 attached hereto and incorporated herein by this reference. If any inconsistency exists or arises between a provision of the Agreement as amended by this Amendment No. 1 and a provision of the Amendment to Construction Support Services (Construction Assistance), the provisions of this Agreement shall control.

Section 4. 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.

CITY OF MANHATTAN BEACH

PSOMAS

By: _____
Bruce Moe, City Manager

By: _____
Its: _____

ATTEST:

Liza Tamura, City Clerk

APPROVED AS TO FORM:

Quinn M. Barrow, City Attorney

October 15, 2018

Mamerto Estepa, PE

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

Subject: **Liberty Village, Marine Avenue Improvement Project (RFP 1101-17)**
Amendment to Construction Support Services (Construction Assistance)

Dear Mo:

Pursuant to Psomas' recent conversation and an email received on Thursday, October 11, 2018, Psomas is hereby supplanting "Task 5. Construction Assistance" of the agreed upon proposal dated March 27, 2017 in providing support services during construction to the City of Manhattan Beach. These services are associated with roadway rehabilitation works that are about to begin for Marine Avenue and Liberty Village in the City.

Scope of Work:

1) Pre-Construction Meeting and Construction Support;

Psomas will attend a pre-construction meeting for Liberty Village and Marine Avenue improvements, respond to Request For Information (RFI), submittal drawings and help resolve discrepancies in the contract documents upon request of the Resident Engineer. For fee estimate purposes, up to 10 RFIs/submittal drawings are assumed for Liberty Village and up to 6 RFIs/submittal drawings are expected for Marine Avenue.

2) Preparation of Record Drawings

Psomas will prepare record drawings, also known as "As-Built" to maintain an accurate record of changes made to the plans during construction. Record drawings will be done based on mark-up plans and no independent field verification, other than for curb ramps, is assumed needed.

3) Memorandum of Curb Ramp Compliance.

Per email from the City on Thursday, October 11, 2018, Psomas will perform field measurements on ramps constructed on both projects and compile them with mark-ups as shown on Page 3 of the ADA's sample of Certificate of Compliance document. Up to 60 curb ramps in Liberty Village and up to 21 on Marine Avenue are subject to said compliance measurement and verification.

Similar to the sample, Psomas will compose a Memorandum letter summarizing the findings for each project as final deliverables.

Fees: Psomas will perform the services described herein for a "Not-to-Exceed" fees of **\$ 17,900** and **\$ 10,560** accordingly.

Assumptions :

- 1) Topographic and/or boundary surveys are assumed not required and are excluded.
- 2) By way of RFIs, Psomas will be notified of potential deviations from construction standards based on field conditions prior to implementation.
- 3) Construction inspection and/or management is not assumed and is therefore excluded.

555 S. Flower Street
Suite 4300
Los Angeles, CA 90071

Tel 213.223.1400
www.psomas.com

Please see attached Fee Breakdown for further information. We appreciate the opportunity to continue assisting the City in moving this project forward. If you have any questions, please do not hesitate to call me at (714) 481-7956, or email: Arief.naftali@psomas.com.

Thank you for your consideration.

Respectfully Submitted,

Authorization to Proceed

PSOMAS



Arief Naftali, PE, TE
Project Manager

City of Manhattan Beach

Signature

Name/Title

City of Manhattan Beach Liberty Village, Construction Assistance PSOMAS								
WORK BREAKDOWN STRUCTURE (WBS) DISCRPTION	Senior Project Manager & QC	Project Engineer	Civil/Traffic Designer	Administrative	Total Hours	Direct Labor Subtotal	Other Direct Cost	Total
Rate	\$ 210	\$ 140	\$ 120	\$ 100				
TASK 1 - PROJECT MANAGEMENT & ADMINISTRATION								
TASK 2 - PRELIMINARY ENGINEERING								
TASKs 3 & 4 - DESIGN & FINAL ENGINEERING								
TASK 5 - CONSTRUCTION ASSISTANCE								
Bid and Construction Phase (RFIs and Submittals - 10 total assumed)	5	10		4	19	\$ 2,850		\$ 2,850
Record Drawings	2		14		16	\$ 2,100		\$ 2,100
Memorandum of Curb Ramp Compliance (for up to 60 ramps, or \$ 200/ramp)	15	60		4	79	\$ 11,950		\$ 11,950
Reimbursable							\$ 1,000	\$ 1,000
Total	22	70	14	8	114	\$ 16,900	\$ 1,000	\$ 17,900
% Resource allocation	19%	61%	12%	7%				
						GRAND TOTAL		\$17,900

City of Manhattan Beach Marine Avenue, Construction Assistance PSOMAS								
WORK BREAKDOWN STRUCTURE (WBS) DISCRIPTION	Senior Project Manager	Project Engineer	Civil/Traffic Designer	Administrative	Total Hours	Direct Labor Subtotal	Other Direct Cost	Total
Rate	\$ 210	\$ 140	\$ 120	\$ 100				
TASK 1 - PROJECT MANAGEMENT & ADMINISTRATION								
TASK 2 - PRELIMINARY ENGINEERING								
TASKs 3 & 4 - DESIGN & FINAL ENGINEERING								
TASK 5 - CONSTRUCTION ASSISTANCE								
Bid and Construction Phase (RFIs and Submittals - 6 total assumed)	3	6		3	12	\$ 1,770		\$ 1,770
Record Drawings	2		16		18	\$ 2,340		\$ 2,340
Memorandum of Curb Ramp Compliance (for up 21 ramps, or \$ 260/ramp)	11	21		2	34	\$ 5,450		\$ 5,450
Reimbursable							\$ 1,000	\$ 1,000
Total	16	27	16	5	64	\$ 9,560	\$ 1,000	\$ 10,560
% Resource allocation	25%	42%	25%	8%				
						GRAND TOTAL		\$10,560