

**AMENDMENT NO. 1 TO THE DESIGN SERVICES AGREEMENT BETWEEN
THE CITY OF MANHATTAN BEACH AND KITCHELL/CEM, 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 Kitchell/CEM, Inc., a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of October 1, 2019 ("Effective Date").

RECITALS

A. On February 1, 2019, the City and Consultant entered into an agreement for professional services for the Consultant to provide design services for the City Hall HVAC Improvement Project ("Agreement");

B. The Parties now desire to amend the Agreement to modify the Scope of Services by adding additional services, and to increase the Maximum Compensation as compensation for the additional 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 \$182,784, for a new Maximum Compensation of \$232,684.

Section 2. Kitchell/CEM Inc.'s proposal dated August 20, 2019, attached hereto as Exhibit "A", is hereby added to the Scope of Services attached to the Agreement 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.

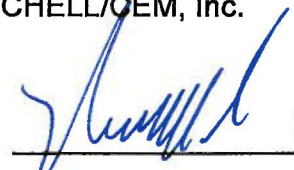
IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

[signatures begin on next page]

CITY OF MANHATTAN BEACH

KITCHELL/OEM, Inc.

By: _____
Bruce Moe, City Manager

By:  8/29/2019
Its: Russell A. Fox, President

ATTEST:


Liza Tamura, City Clerk

APPROVED AS TO FORM:



Quinn M. Barrow, City Attorney

APPROVED AS TO FISCAL CONTENT:

By: 

Steve S. Charelian
Finance Director



EXHIBIT "A"

August 20, 2019

Mamerto Estepa, Jr., PE
Project Manager
City of Manhattan Beach
Office of the City Clerk
1400 Highland Avenue
Manhattan Beach, CA 90266

RE: RFP No. 1182-19 Professional Design Services for the City Hall HVAC Improvement Project

Dear Mr. Estepa:

Kitchell CEM is pleased to provide a fee proposal for professional design services for the City Hall HVAC Improvement Project. On the 21st of June, 2019, Kitchell provided an assessment report for the City Hall HVAC Improvements Evaluation which included multiple design package options for the replacement of the HVAC systems. Based on the report finding, the City has elected to proceed with Package 1 as the basis of design which includes the following:

- Replacement of roof mounted air-cooled chiller
- Replacement of air handler (AH-1)
- Replacement of air handler (AH-2)
- Replacement of heating hot water and chilled water pumps
- Replacement of rooftop chilled/heating hot water piping
- Upgrade to a building energy management control system
- HVAC system test and balance
- Replacement of external ductwork and connections of all capped or improperly mounted ductwork
- Replacement of basement air handler (AH-3) and associated internal ductwork
- Replacement of roof exhaust fans
- Design of dedicated split system serving data server room
- Associated architectural and electrical work related to the above mentioned upgrades

The scope of services to be performed by Kitchell are detailed in Attachment A & B.

The project schedule will be based upon a mutually agreed schedule between the City of Manhattan Beach and Kitchell.

If additional work is required beyond what is noted above, Kitchell will provide services for these scope of work items under a separate proposal. No additional services will be performed without receiving written permission from the City.

Our not-to-exceed fee for the scope of work above is **One Hundred Eighty Two Thousand Seven Hundred and Eighty Four Dollars (\$182,784)** per Attachment A.

We look forward to starting our work with the City of Manhattan Beach. Feel free to contact me at 916-832-3003 or hbrown@kitchell.com with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sergio Rodriguez', with a stylized flourish at the end.

Sergio Rodriguez, PE
EAS Operations Manager

City of Manhattan Beach Public Works Department - City Hall HVAC Improvements

EXHIBIT A

| City of Manhattan Beach Public Works Department - City Hall HVAC Improvements | | | | | | | | | | | | | Hourly Rate | E/S Dept Director | Project Manager | Architect | Structural Engineer | Mechanical Engineer | Electrical Engineer | Estimator | Scheduler | BIM/CAD Operator | Administrative | Total Hrs | Total Fee |
|---|---|--|--|--|---------|----------|----------|----------|----------|----------|---------|-----|-------------|-------------------|-----------------|-----------|---------------------|---------------------|---------------------|-----------|-----------|------------------|----------------|-----------|------------|
| Task # | Description | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 100% Design Development | | | | | | | | | | | | | | | | | | | | | | | | |
| | Site Survey and Documentation | | | | 4 | 4 | 4 | 4 | | | | | | | | | | | | | | | | 16 | \$ 2,640 |
| | Drawings (includes development of backgrounds) | | | | 10 | 20 | 36 | 20 | | | | | 70 | | | | | | | | | | | 156 | \$ 23,280 |
| | Specifications | | | | 2 | 2 | 4 | 2 | | | | | | | | | | | | | | | 4 | 14 | \$ 2,010 |
| | Calculations | | | | | 2 | 4 | 2 | | | | | | | | | | | | | | | | 8 | \$ 1,320 |
| | Title 24 | | | | | | 2 | | | | | | | | | | | | | | | | | 2 | \$ 330 |
| | Estimate | | | | | | | 2 | | | | | | | | | | | | | | | | 16 | \$ 2,400 |
| | Quality Control | | | | | | | | 16 | | | | | | | | | | | | | | | 7 | \$ 1,085 |
| | Project Management | | | | 2 | 16 | 1 | 1 | 2 | 1 | | | | | | | | | | | | | 2 | 18 | \$ 3,190 |
| | Subtotal Task 1 | | | | 2 | 16 | 17 | 20 | 52 | 29 | 16 | 0 | 72 | | | | | | | | | | 4 | 237 | \$ 36,285 |
| 2 | 50% Construction Documents | | | | | | | | | | | | | | | | | | | | | | | | |
| | Drawings | | | | 14 | 22 | 40 | 20 | | | | | 60 | | | | | | | | | | | 156 | \$ 23,640 |
| | Specifications | | | | 2 | 2 | 8 | 2 | | | | | | | | | | | | | | | 4 | 18 | \$ 2,670 |
| | Calculations | | | | | 2 | 4 | 2 | | | | | | | | | | | | | | | | 8 | \$ 1,320 |
| | Title 24 | | | | | | 4 | | | | | | | | | | | | | | | | | 4 | \$ 660 |
| | Estimate | | | | | | | | | | | | | | | | | | | | | | | 12 | \$ 1,800 |
| | Incorporate Progress Set Client Comments | | | | | 2 | 2 | 4 | 2 | | | | | | | | | | | | | | 10 | 20 | \$ 2,950 |
| | Quality Control | | | | | 2 | 2 | 2 | 2 | | | | | | | | | | | | | | 2 | 10 | \$ 1,580 |
| | Project Management | | | | 2 | 16 | | | | | | | | | | | | | | | | | | 18 | \$ 3,190 |
| | Subtotal Task 2 | | | | 2 | 16 | 20 | 30 | 62 | 28 | 12 | 0 | 72 | | | | | | | | | | 4 | 246 | \$ 37,810 |
| 3 | 95% Construction Documents | | | | | | | | | | | | | | | | | | | | | | | | |
| | Drawings | | | | 16 | 24 | 40 | 24 | | | | | 70 | | | | | | | | | | | 174 | \$ 26,260 |
| | Specifications | | | | 4 | 4 | 8 | 4 | | | | | | | | | | | | | | | 4 | 24 | \$ 3,660 |
| | Calculations | | | | | 2 | 2 | 2 | | | | | | | | | | | | | | | | 8 | \$ 990 |
| | Title 24 | | | | | | 4 | | | | | | | | | | | | | | | | | 4 | \$ 660 |
| | Estimate | | | | | | | | | | | | | | | | | | | | | | | 12 | \$ 1,800 |
| | Incorporate Progress Set Client Comments | | | | | 2 | 2 | 4 | 2 | | | | | | | | | | | | | | 10 | 20 | \$ 2,950 |
| | Permit Application Process | | | | | 16 | | | | | | | | | | | | | | | | | | 16 | \$ 2,800 |
| | Quality Control | | | | | 2 | 2 | 2 | 2 | | | | | | | | | | | | | | 2 | 10 | \$ 1,580 |
| | Project Management | | | | 2 | 16 | | | | | | | | | | | | | | | | | | 18 | \$ 3,190 |
| | Subtotal Task 3 | | | | 2 | 32 | 24 | 34 | 60 | 34 | 12 | 0 | 62 | | | | | | | | | | 4 | 264 | \$ 43,890 |
| 4 | 100% Construction Documents | | | | | | | | | | | | | | | | | | | | | | | | |
| | Revise set based on comments & submit bid set | | | | 10 | 10 | 10 | 20 | | | | | 20 | | | | | | | | | | | 72 | \$ 11,030 |
| | Project Management | | | | 1 | 6 | | | | | | | | | | | | | | | | | | 7 | \$ 1,245 |
| | Subtotal Task 4 | | | | 1 | 6 | 10 | 10 | 10 | 20 | 0 | 0 | 20 | | | | | | | | | | 2 | 79 | \$ 12,275 |
| 5 | Bid Phase | | | | | | | | | | | | | | | | | | | | | | | | |
| | Attend pre-bid meeting (in person) | | | | 4 | | | | | | | | | | | | | | | | | | | 4 | \$ 700 |
| | Respond to RFIs; submit addendums | | | | | 1 | 1 | 8 | 1 | | | | 6 | | | | | | | | | | 2 | 18 | \$ 2,775 |
| | Project Management | | | | | 2 | | | | | | | | | | | | | | | | | | 2 | \$ 350 |
| | Subtotal Task 5 | | | | 0 | 6 | 1 | 1 | 8 | 1 | 0 | 0 | 6 | | | | | | | | | | 2 | 25 | \$ 3,825 |
| 6 | Construction Administration | | | | | | | | | | | | | | | | | | | | | | | | |
| | Attend pre-construction meeting (in person) | | | | | | 4 | | | | | | | | | | | | | | | | | 4 | \$ 660 |
| | Attend weekly contractor meeting for up to four months (via skype conference) | | | | | | 24 | | | | | | | | | | | | | | | | | 24 | \$ 3,960 |
| | Review submittals | | | | 8 | 8 | 16 | 8 | | | | | | | | | | | | | | | | 40 | \$ 6,000 |
| | Respond to RFIs | | | | 10 | 10 | 16 | 10 | | | | | | | | | | | | | | | 16 | 62 | \$ 9,030 |
| | Punch list (1 punch list visit) and report | | | | | 4 | 4 | 4 | | | | | | | | | | | | | | | | 12 | \$ 1,980 |
| | Review contractor as-built drawings | | | | | 2 | 2 | 4 | 2 | | | | | | | | | | | | | | 2 | 12 | \$ 1,830 |
| | Closeout documentation - O&M and warranties | | | | | | | 12 | | | | | | | | | | | | | | | | 16 | \$ 2,340 |
| | Project Management / Clerical | | | | 2 | 14 | | | | | | | | | | | | | | | | | | 16 | \$ 2,340 |
| | Subtotal Task 6 | | | | 2 | 14 | 20 | 24 | 50 | 34 | 0 | 0 | 0 | | | | | | | | | | 22 | 186 | \$ 28,240 |
| | Total Hours | | | | 9 | 90 | 92 | 128 | 272 | 136 | 40 | 0 | 252 | | | | | | | | | | 38 | 1057 | \$ 163,305 |
| | Total Fee Per Discipline | | | | \$1,755 | \$15,750 | \$15,180 | \$21,120 | \$44,880 | \$22,440 | \$6,000 | \$0 | \$32,760 | \$3,420 | | | | | | | | | | | \$163,305 |
| | Kitchell's Expenses (Printing, Photocopies, Mileage to/ from Jobsite) | | | | | | | | | | | | | | | | | | | | | | | | \$4,830 |
| | Supplemental (Additional) Services as Directed by the City | | | | | | | | | | | | | | | | | | | | | | | | \$14,549 |
| | Total Not to Exceed Fee | | | | | | | | | | | | | | | | | | | | | | | | \$182,784 |

NOTE
This fee excludes any ADA upgrades

City of Manhattan Beach HVAC Improvement Project:

Project Approach

Kitchell's design approach emphasizes continuous communication between the design team and the City of Manhattan Beach. We believe in providing value for every dollar the City spends in design and construction. As a result we are continuously reviewing design assumptions, material selection and equipment to provide maximum value. We constantly review our details to ensure they are constructible. It is our understanding that the City has identified the need to replace the City's Heating, Ventilation, Air Conditioning (HVAC) system at the facility located at 1400 Highland Avenue, Manhattan Beach, CA. This project will require development of drawings, specifications and estimates for bidding and construction; coordination and assist in permitting process; provide bid and award support services; and providing construction administration services. Our design process is a team approach that encompasses the owner, users, peer reviewers, agencies, sub-consultants and the design team.

This project will encompass the removal and replacement of the existing HVAC equipment as follows:

- Replacement of the roof mounted air-cooled chiller
- Replacement of the air handlers AH-1 & AH-2
- Replacement of the heating hot water & chilled water pumps
- Replacement of the rooftop chilled/heating hot water piping
- Upgrade to the building energy management control system
- HVAC system test and balance
- Replacement of external ductwork and connection of all capped or improperly mounted ductwork
- Replacement of basement air handler (AH-3) and associated internal ductwork
- Replacement of roof exhaust fans
- Design of dedicated split system serving data server room
- Associated architectural and electrical work related to the above mentioned upgrades

1. Progress Set (50% CD)

Upon notice to proceed, our experienced in-house design team shall contact the regulatory agencies that will affect this project to determine applicable codes and ordinances.

In order to meet the City's expectations and ensure project success, each team member will have a clearly defined role and set of responsibilities. Kitchell will also set up a communication protocol within our internal team to eliminate any duplication of effort and/or confusion. We will also set up a direct line of communication between our project manager and your project director. We recommend the use of a tabular responsibility matrix defining the roles and responsibilities of each member on the project team. This effort will help identify potential conflicts and omissions of activities before they become issues. It will also allow each team member to see a snapshot of their responsibilities and how they relate to other team members.

We will conduct a project kick-off meeting with the City once the relevant data has been reviewed and the project team is established. During the meeting, we shall review the project's goals and objectives, scope, budget, schedule and deliverables. We will also review each other's roles and responsibilities and establish project protocols that foster and facilitate team communication and collaboration.

After the kick-off meeting, our team will conduct a thorough assessment verification of the existing HVAC system as well as the building's structure and electrical distribution to identify system deficiencies and provide recommended solutions. Upon

completion of the assessment, Kitchell will prepare the 50% CD submittal that will contain drawings and specifications. Kitchell will facilitate a meeting with the City to review the submittal. We will prepare a 50% CD cost estimate. If the cost estimate exceeds the preliminary construction budget approved, we will explain and justify the increase as well as submit a list of proposed modifications to bring the cost within budget.

2. Permit Set (95% CD)

Upon completion of the 50% CD submittal review meeting we will issue the Permit Set. We will finalize the preparation of the drawings and specifications and set forth in detail the requirements for construction of the entire project. Specific details relating to the unique character of the project are developed. Structural, mechanical, and electrical, calculations are refined. We will follow the guidelines of the most current City's Design Criteria (if available), Standard Details (if available), and the City's Standard Specifications (Division 0 and 1). We will prepare a 95% CD cost estimate.

Prior to submitting the 95% CD to the City, we will perform a thorough in-house QC and constructability review of our work. Our 95% CD submittals to the City will also include a comment and response log of the City's comments on the previous submittal. The 95% CD set will be submitted to the City's Building Division for review and approval to acquire necessary permits. We will plan to meet with the City's Building Division to review their comments on the 95% CD and obtain a consensus as to how the documents will be revised as appropriate to incorporate their comments.

3. Final Bid Documents - 100% CD Phase

Based on the City's and plan check comments on the 95% CD, we will revise the 95% CD submittal to produce the final bid (100% CD) documents and include a final comment and response log. The final submittal shall consist of final plans and specifications stamped, signed and dated by the architects and engineers of record and ready for City's staff approval signatures. If impacted by review comments and updated project construction cost estimate shall be provided.

4. Bidding & Construction Assistance

Kitchell will assist the City through the bidding process, as well as in the preparation of contract documents and in making recommendations. We will also attend the pre-bid meeting, respond to RFIs, and issue any necessary addendums. If requested, Kitchell will assist the City with bid evaluations.

Kitchell will attend the pre-construction meeting and respond to pre-construction meeting questions, if necessary. We will review shop drawings and submittals; and provide clarifications to the contractor during construction. During construction, either our Project Manager or mechanical engineer shall attend weekly OAC meetings via conference call. Upon completion of construction we will attend the final walkthrough to provide input to final "punch list" and help determine if the work is ready for the City's acceptance. Kitchell will review the Contractor's as-built drawings to ensure they reflect the changes to the work during construction.

Kitchell will review the contractor-furnished equipment operation and maintenance manuals and warranties for accuracy and completeness. During the one (1) year warranty (or guarantee periods) following construction, relating to the design prepared per this scope of work, Kitchell can (for an additional fee), provide advice in order to assist the County in obtaining necessary compliance by the Contractor with the terms of the equipment guarantees or warranties.

Miscellaneous Internal Tasks

Throughout the design phase our project manager will meet with our team weekly to review project progress, resolve issues and provide guidance for the following week's work. Our project manager will contact the City's project director to discuss issues as they arise and keep you informed of the overall status of each project.

At every meeting with the City, Kitchell will ensure notes are kept and meeting summaries distributed within 48-hour turnaround. Every site visit attended by Kitchell will be followed by a site visit report which will be distributed within 48 hours of each meeting and include photo documentation of progress and issues discussed.

Quality Control

Quality is embedded in Kitchell's corporate culture. We have adopted and implemented a Continuous Quality Improvement Process based upon the program of Philip Crosby and Associates—a world recognized leader in Total Quality Management. Each and every employee is trained in the process—tools, measurements, documentation and corrective action. Our program begins with a commitment to quality performance and **“doing it right the first time”** in all of our work processes. To encourage active participation, we reward our employees for identifying areas for improvement and finding ways to improve our work processes. The quality control process that Kitchell has put in place has been designed to catch errors as the design progresses and not during construction which results in delays and added costs.