

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND T.I. MALONEY, INC.

This First Amendment ("Amendment No. 1") to that certain agreement dated May 5, 2012 ("Agreement") by and between the City of Manhattan Beach, a California municipal corporation ("City") and T.I. Maloney, Inc., a California corporation dba Community Works Design Group ("Consultant") (collectively, the "Parties") is hereby entered into as of this _____ day of _____, 2014 ("Effective Date").

RECITALS

- A. On May 5, 2012, the City and Consultant entered into an agreement for professional services for the Consultant to provide design professional services related to the Strand Stairs Rehabilitation and 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.

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

Amount. Compensation under this Agreement shall not exceed \$225,885.00. 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.

[Signatures begin next page]

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

CONSULTANT



TIM MALONEY

CITY OF MANHATTAN BEACH

John Jalili, Interim City Manager

ATTEST:

Liza Tamura, City Clerk

APPROVED AS TO FORM:



Quinn M. Barrow, City Attorney

EXHIBIT A



February 25, 2014

Mr. Edward Kao, PE
Senior Civil Engineer
CITY OF MANHATTAN BEACH
1400 Highland Avenue
Manhattan Beach, California 90266-4795

**RE: Proposal for Engineering Design Services for the
Strand Stairs Improvement Project - Five Stair Wave Facades**

Dear Ed:

We are pleased to submit our proposal for the continuation of our work on the Strand Stairs project.

THE PROPOSAL

The members of the Design Team appreciate your consideration of our team for this important project. We look forward to moving the "wave schemes" through the design and construction phases in an efficient manner.

We have reviewed the project requirements and discussed the project with City in order to develop a thorough understanding of the projects in addition to walking and preparing images of the stair sites.

We look forward to continue to work "with" the residents of Manhattan Beach, City staff and the Manhattan Beach Commissions and Council.

Respectfully submitted,

COMMUNITY WORKS DESIGN GROUP

Timothy I. Maloney, ASLA, CPRS
Landscape Architect, License Number 2110
(951) 369-0700 office
(951) 218-2857 cell
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SCOPE OF WORK**A. PHASE I - PRELIMINARY DESIGN PHASE (Stairwells at: 14th, 16th, 18th, 20th and Rosecrans Ave.)**

1. CWDG will review the information received from the City Staff, Public, Commissions and Council and establish key communication personnel and refine the “wave schemes”.
2. We will provide base plans of the five sites based on the topographic survey provided by Adkan Engineering and coordinated with the City.
3. Opportunities and constraints will be reviewed and evaluated for the five project sites. We will provide and review topography/grading, drainage, infrastructure, neighboring uses, pedestrian circulation, etc.
4. John R. Byerly will review the existing retaining wall failures and make recommendations for treatment.
5. We will meet with the City staff regarding maintenance concerns and anticipated use patterns of the projects in order to gain a comprehensive understanding of the day-to-day function of the paths of travel and aesthetics.
6. CWDG and team members as required will attend all Project Development Team meetings as required during this phase of the project. Because City/team communication is so important, our team will be available for to attend meetings as desired by the City throughout the life of the project.
7. We will prepare various preliminary design concepts based on our team and City Staff’s input. R.O.M cost estimates will be included in this phase.

B. PHASE II - PUBLIC OUTREACH

1. We will continue to meet with the City Staff to receive input regarding the Preliminary Concepts and project enhancements/renovations/restorations.
2. We will coordinate a “Preliminary Design Outreach Meeting” with the community. A general outline of our approach follows: (NOTE: Technical team members such as our ADA Specialist and Geotechnical/Structural Engineer will assist and be available to respond to technical questions which may arise from the community meetings.)
 - A. Meet with City Staff
 - B. Attend Preliminary Outreach Meetings

Based on all of the input from the first Community Outreach meeting, our firm will revise/develop additional Conceptual Plans and cost estimates to present back to City Staff, and then the Community at Community Outreach Meetings.

We will funnel our synthesis and inventory into the preparation of various Conceptual designs for the projects that respond to the communities desires while maintaining the integrity and overall goals of the projects design. We will utilize 3-dimensional graphics in addition to conventional plan views to help ease the understanding of scale and layout for the Community.

C. PLANNING COMMISSION MEETING (For Coastal Development Permit)

From the community meetings and presentation of alternates above, we will prepare a Final Preliminary Plan and Cost Estimate. We will present the plan to department staff for review and input. The Preliminary Plan shall be presented on black line prints with color. Reduced 11x17 copies will be provided to staff.

1. We will provide electronic versions of the Preliminary Plan and concepts as well.
2. Final construction estimates prepared by CWDG for presentation to the City.
3. We will present the Final “Wave” Concepts for Coastal Development Permit and the full City Council to secure approval of the Design Concept.
4. We will attend all meetings as required during this phase of the project.

D. PHASE III - PERMITS AND APPROVALS

1. We will work with all City and County Departments to permit the project. All plans will be of sufficient detail to initiate the review and permit/entitlement process. We will provide all documents necessary that may be required for a construction of the “wave” designs as part of the Strand Stairs Restoration project.
2. We shall respond to requested design changes or alterations of the Master Plan as requested by City and County staff or decision making bodies.
3. We will attend and lead all presentations of the project design and process for the entitlement/permit review process. We will attend all Design Review, Planning Commission and City Council meetings as required

E. DESIGN DEVELOPMENT

Upon approval of the Preliminary Plan and associated budget, we will now know exactly what “wave design” components are to be further designed by our team.

1. We will work with the City Staff to review many of the options and concepts identified in the Final Preliminary Plan and our proposal.
2. Utilizing the topographic base prepared for the site during the Program Assessment phase, a conceptual grading and layout plan will be developed.
3. All furnishings and amenities to be incorporated into the design will be provided to the City to review in a booklet format. We want to assure that all site features comply with the City’s current inventory and/or will be acceptable to the City for the long haul as well.
4. All of the design team’s plans will be reviewed with the City Staff (all departments required) on a regular basis.
5. Continuous “value engineering” cost estimate updates from our team will be presented as required.
6. We will attend all meetings as required during this phase of the project.

F. CONSTRUCTION DOCUMENTS

Upon receipt of approval of the Design Development portion, we will continue preparation of the Construction Documents. The plans will continue the concepts of low maintenance, vandal resistance, attractive and practical design solutions.

1. **CONSTRUCTION DRAWINGS:** Construction Drawings will include site plans and details (will locate by dimensioning all project elements as approved in the Final Preliminary Plan). Plans will identify recommended suppliers and products, with emphasis given to local sources, sustainable concepts, recycled/recyclable materials, and durability of products.
2. **SPECIFICATIONS:** Specifications detailing materials and workmanship for all of the above items will be provided as required. In addition to the standard City of Manhattan Beach boilerplate specifications and the latest edition of Greenbook Standards. We will provide and prepare the Special Provisions for all elements of the project.
3. **COST ESTIMATES:** Final estimates of probable costs will be prepared and presented to the City for review.
4. **DOCUMENT PROCESSING:** We will submit the documents for City and various agency approvals.
5. **MEETINGS:** We will attend all meetings as required during this phase of the project.
6. **FINAL DOCUMENTS:** After final approval, 24" x 36" mylars shall be submitted to the City along with a hard copy and an electronic copy of the plans and specifications for bidding purposes.

G. DOCUMENT PROCESSING:

We will submit the documents for City, County and various agency approvals and permits. We will review documents and make all necessary corrections. We will apply and obtain the Caltrans Authorization to Proceed (E-76) for Construction.

H. BIDDING PHASE

1. When the project goes out for competitive bidding, we will assist the City in the bid process, distributing bid packages and note direction given to contractors, questions asked and follow-up clarifications or addendum items.
2. We will attend the pre-bid meeting and provide written minutes and follow up information as required.
3. We will assist the City in obtaining and evaluating bids as required.

I. CONSTRUCTION PHASE

1. We will coordinate with the City as required throughout the life of the project.
2. This phase will commence with the notice to proceed to the contractor and terminate when final payment is issued by the City.
3. We will attend the pre-construction meeting.
4. As requested, we will provide regular observations during construction for the purpose of establishing acceptability and provide written documentation of official job meetings to those present.
5. We will review job drawings, as-builts, RFI's samples and other submissions of the contractor for conformance with the design of the project and for compliance with the information given in the conformance contract documents.
6. We will assist in the review of change orders and submittals for approval and issuance by the City. We will respond to requests for information from the contractor, issue field bulletins and requests for quotations.

7. We will review as-builts and assist in the reproduction of the as-built information and deliver two (2) sets of CD's of the finalized electronic Record Drawings and Specification prior to the release of the final progress payment. Drawings will be in AutoCAD format and the Specifications will be in Microsoft Word format.

FEE PROPOSAL

The following is our proposed fee to provide all work mentioned in the Scope of Work noted above.

	Consultant Services		Fee
1.	Preliminary Planning (A thru D above)	LUMP SUM	\$ 10,740.00
2.	Design Development (E. above)	LUMP SUM	\$ 5,705.00
3.	Construction Document (F. and G. above)	LUMP SUM	<u>\$ 8,555.00</u>
		TOTAL FEES	\$25,000.00
4.	Bidding & Negotiations (H. above)	Hourly (Concurrent with Original Contract)	
5.	Construction Phase (I. above)	Hourly (Concurrent with Original Contract)	
A.	Provisions of the Original Strand Stairs Contract are an integral part of this proposal as if herein written in full.		