

**AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH
AND HDR ENGINEERING, INC.**

This Amendment ("Amendment") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and HDR Engineering, Inc., a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of this December 3, 2019 ("Effective Date").

RECITALS

- A. On June 7, 2012, the City and Consultant entered into an agreement for professional services for the Consultant to provide community relations and design professional services related to the Sepulveda Bridge Widening Project ("Original Agreement").
- B. On or about January 7, 2015, the Parties entered into Amendment No. 1 to the Original Agreement. On or about February 16, 2016, the Parties entered into Amendment No. 2 to the Original Agreement. On or about December 20, 2016, the Parties entered into Amendment No. 3 to the Original Agreement. On or about August 1, 2017, the Parties entered into Amendment No. 4 to the Original Agreement. On or about August 21, 2018, the Parties entered into Amendment No. 5 to the Original Agreement. The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5 is referred to herein as the Agreement.
- C. On November 13, 2019, in response to a request from City for additional miscellaneous project management services and engineering services to update the Plans, Specifications and Estimate Package, Consultant submitted a proposal for a contract change order in the amount of \$89,000.
- D. The Parties now desire to amend the Agreement to allow Consultant to provide additional specified services to City, to allow City to provide compensation for the services provided, and to extend the term.

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. The term of the Agreement is hereby extended to December 31, 2022, unless earlier terminated as provided in Section 3 of the Agreement

Section 2. The maximum Compensation amount set forth in Section 4(a) of the Agreement is hereby increased by \$89,000 to a revised not-to-exceed compensation amount of \$2,828,111.

Section 3. Exhibit A (Scope of Services) and Exhibit B (Compensation) of the Agreement are hereby amended to include the additional services and fees described in the letter from Consultant dated November 13, 2019, attached hereto and

incorporated herein by this reference.

Section 4. Except as specifically amended by this Amendment No. 6, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 6 on the day and year first shown above.

City:

City of Manhattan Beach

By: _____
Bruce Moe, City Manager

ATTEST:

By: _____
Liza Tamura, City Clerk

APPROVED AS TO FORM:

By: _____
Quinn M. Barrow, City Attorney

APPROVED AS TO FISCAL CONTENT:

By: _____
Steve Charelian, Finance Director

Consultant:

HDR Engineering, Inc.

By: _____
Name: THOMAS KIM
Title: SENIOR VICE PRESIDENT

By: _____
Name: _____
Title: _____



November 13, 2019

Mr. Prem Kumar
City Engineer
City of Manhattan Beach
3621 Bell Ave
Manhattan Beach, CA 90266

**Subject: Sepulveda Bridge Widening Project – Amendment No. 6
Additional Project Management and Construction Contractor/
Construction Management Procurement Support Services**

Dear Mr. Kumar:

HDR is requesting additional compensation by means of a contract amendment to continue work for the Sepulveda Bridge Widening Project (Project). This work consists of additional professional services for: (1) Project Management and coordination; (2) construction contractor bid assistance; and (3) construction manager (CM) procurement support services.

The additional work includes the following tasks:

Task	Description	Amount
1	Project Management and Coordination Support	\$50,894
2	Construction Contractor Bid Assistance	\$30,386
3	CM Procurement Support	\$7,720
Total		\$89,000

Below is a summary of the background and justification for additional compensation related to each of the items listed above:

Background

This amendment serves as a continuation of Amendment No. 5, which was executed effective August 21, 2018, to support ongoing project management services, negotiations with the property owner and tenants of 3500 Sepulveda Boulevard to support the Resolution of Necessity (RON) process, and additional final design services to update the PS&E package to reflect the latest Caltrans standards and guidelines. The negotiations with the tenants and obtaining the Caltrans right-of-way certification have resulted in extension of resources and the project schedule beyond the timeline previously assumed in Amendment No. 5, which anticipated advertising and award of the construction contract by October 2019.

Project Timeline

For the purposes of this amendment, the timeline for completing the remaining right-of-way tasks, finalizing the construction bid package, and awarding the construction

management and construction contracts is anticipated to extend from November 2019 to May 2020, an additional 7 months from the date the Right-of-way Certification was obtained - as summarized in the following table.

ACTIVITY	DATE
Right-of-way Certification	
Obtain Approval of R/W Certification by Caltrans	10/30/19*
Request for Authorization (RFA)	
Submit Initial RFA Package to Caltrans Local Assistance	10/25/19
Submit Draft RFA Package to Caltrans Local Assistance	11/01/19
RFA Approval by Caltrans	12/31/19
Construction Manager Procurement	
Advertise Construction Management Contract	01/02/20 – 02/02/20
Review CM Proposals and Conduct Interviews	02/03/20 – 04/03/20
CM Contract Award	05/19/20
Start CM Services	06/01/20
Construction Contractor Procurement	
Construction Contract Bid Period	01/13/20 – 03/12/20
Contractor Bid Validation (incl. Caltrans Review)	03/13/20 – 04/24/20
Construction Contract Award	05/19/20
Complete Contract Execution	05/20/20 – 6/30/20
Pre-Construction Activities	07/01/20 – 9/30/20
Start Construction Activities	10/01/20

* Denotes Actual Date

Change Order Request for Amendment No. 6

Specific efforts corresponding with each task are further discussed below:

Task 1: Project Management and Coordination Support

An increase in budget is requested to continue ongoing project management activities required due to the extension of the project schedule, as follows:

- Manage and coordinate team/subconsultant progress and submittals, as needed
- Support the City with on-going negotiations with property owners/tenants, as further defined below under Task 4
- Conduct correspondence and attend meetings with City staff, City Attorney, and Caltrans staff, including conference calls, e-mails, and meetings, as required, to support project development and RTL the Project
- Prepare Monthly Progress Reports and Invoices
- Document Control

The total amount of additional budget requested to complete the work associated with Task 1 is \$50,894. The attached fee proposal provides a detailed breakdown of HDR's costs, indicating the estimated number of hours and associated fee for each work element, in addition to the assumptions provided below.

Task 2: Construction Contractor Bid Assistance

An increase in budget is requested to support the City, as follows:

- Support the City in preparing the construction contractor Request for Bid (RFB)
- Assist the City in responding to design-related questions, clarifications or approved equal requests
- Assist the City in amending or revising the Issue for Bid (IFB) documents by composing written addendum to the IFB package
- Assist the City in reviewing bids during the bidder period for conformance with the project documents
- Present observed irregularities in the bids and assist the preparation of the bid tabulations
- Prepare conformed documents incorporating changes made to the bid documents during the bid period through issued addenda and responses to bidder questions

Deliverables

- Email responses to requests by the City for information or documentation in support of the development of the IFB document.
- Exhibits and plans
- Responses to design-related questions, clarifications or approved equal requests received from bidders
- Written Addenda to the IFB package and revised plans
- Bid examination input in the form of email correspondence
- Bid tabulations
- Final conformed documents

Assumptions

- Questions submitted by qualified bidders will initially be submitted in writing to the City
- Bid period will be approximately 8 weeks in duration
- A pre-bid meeting will not be conducted by the City
- HDR is not responsible for failure to respond to a written request that was not clearly labeled and/or received after the published deadline
- Any request for an approved equal will be fully supported with technical data or other relevant information as evidence of support that the substitute meets or exceeds the current specification requirements
- The burden of proof as to the suitability, equality and compatibility rests solely with the Bidder; HDR will provide input to the City as to the suitability, equality and compatibility of the proposed equal
- HDR will not be responsible for reviewing bids for conformance with the project documents, including the following:
 - Evaluating whether or not a Contractor possesses the required license class at the time of award through Contract acceptance
 - Ensuring that subcontractors comply with the appropriate licensing requirements as identified in the State of California Public Contract Code
 - Ensuring that each Bid is accompanied by a Bid guarantee
 - Ensuring that the successful Bidder furnishes a Payment and Performance Bond
 - Evaluating contractor compliance with conditions of the Davis-Bacon Act (40 U.S.C. 276a) and the Labor Code of the State of California.

- Ensuring that Bidders list only one subcontractor for each portion of work as identified in its Bid.
- Ensuring that the Bidder perform work equivalent to a minimum of the total amount of the work with its own forces as prescribed by the City
- Determining contractor conformance with Title 49 CFR, Part 26, which dictates City's project specific goal for Disadvantaged Business Enterprise (DBE)

The total amount of additional budget requested to complete the work associated with Task 2 is \$30,386. The attached fee proposal provides a detailed breakdown of HDR's costs, indicating the estimated number of hours and associated fee for each work element, in addition to the assumptions provided below.

Task 3: CM Procurement Support

An increase in budget is requested to support the City to procure the CM contract, as follows:

- Respond to technical questions during RFP solicitation period
- Review CM RFP and provide recommendations
- Assist City with review of completeness of submitted cost proposal, including appropriate staffing
- Evaluation of effort required based on anticipated schedule of construction
- Advise on reasonableness of assumptions in the cost proposal
- Review of rates for reasonableness
- Review of scope of work to verify proposed effort matches expected scope effort

The total amount of additional budget requested to complete the work associated with Task 3 is \$7,720. The attached fee proposal provides a detailed breakdown of HDR's costs, indicating the estimated number of hours and associated fee for each work element, in addition to the assumptions provided below.

Assumptions

The assumptions listed below are in reference to the amendment items listed above:

1. Services encompassed with this amendment would be delivered on a time-and-materials basis up to the amendment limit. It is assumed that HDR and the City will come to a reasonable agreement as to the scope and fee for any additional effort beyond this amendment.
2. HDR's scope currently covers engineering services to support the City with regard to advertising and bidding the Project. Services to support the Project after the CM and construction contracts are awarded (anticipated around mid-April 2020) are not covered in this amendment. A scope of work and fee amendment will be submitted at that time to cover design services during construction (DSDC).
3. Any further delays due to negotiations with the adjacent private property owners and tenants that would affect project development efforts after this amendment is approved are not covered in this amendment. It is assumed that HDR and the City will come to a reasonable agreement as to the scope and fee for the additional effort.

4. If the Project is put on-hold for an extended period of time and Caltrans standards, policies and procedures further change in that period of time, this amendment does not include the level of effort needed to bring the design plans up to the new standards.

HDR appreciates your consideration of this request and looks forward to our continued effort in working together to successfully deliver this Project. Please do not hesitate to contact me if you have any questions regarding this budget amendment request or would like to discuss in greater detail.

Sincerely,

HDR ENGINEERING, INC.



Girair A. Kotchian, PE
Project Manager



Thomas T. Kim, PE
Senior Vice President

CC: File

Attachment 1: HDR Fee Proposal

ATTACHMENT NO. 1 - AMENDMENT NO. 6 FEE PROPOSAL
City of Manhattan Beach
Sepulveda Boulevard Widening Project
PM, Construction Contractor & CM Procurement Support

HDR	Hourly Rate	\$ 289.39	\$ 216.95	\$ 255.78	\$ 130.53	\$ 322.57	\$ 160.78	\$ 153.49	\$ 102.24			HDR Reimbursable Costs						Subconsultants				
Task	Description	Project Manager (Girair Kotchian)	Sr. Roadway Engineer (Steven Crouch)	Sr. Civil Engineer (Brooke Bannasch)	Civil Engineer (Jessica Slater)	Construction Manager (Jon Rohrer)	Right-of-Way Agent (Timothy Green)	Right-of-Way Agent (Daniel Mendoza)	Admin II (Jennifer Thoren)	TOTAL LABOR HOURS	TOTAL LABOR DOLLARS	Mileage	Postage	Reproduction	Title Reports and RW Appraisals	Parking	Potholing	Diaz Yourman (Geotechnical/Haz. Mat.)	GPA Environmental	Guida Surveying	Iteris (Traffic)	TOTAL COST
Task 1	Project Management and Coordination Support																					
	Coordination and Meetings (November 2019 - May 2020)																					\$0.00
	City Coordination Mtgs (2 per month, 7 months, 14 calls)	20	6	6			6			38	\$9,588.88											\$9,588.88
	Caltrans Coordination (10 hours/month x 7 months)	70								70	\$20,257.32											\$20,257.32
	In Person Meetings with Caltrans (assume up to 4 meetings)	18	6	24						48	\$12,649.43	\$200.00										\$12,849.43
	Administration																					\$0.00
	Document Control								24	24	\$2,453.66		\$100.00	\$264.00								\$2,817.66
	Progress Reports and Invoices (2 hours/month)	14							13	27	\$5,380.53											\$5,380.53
										0	\$0.00											\$0.00
TOTAL LABOR HOURS (TASK 1)		122	12	30	0	0	6	0	37	207												
TOTAL DOLLAR (TASK 1)		\$35,305.62	\$2,603.42	\$7,673.37	\$0.00	\$0.00	\$964.69	\$0.00	\$3,782.73		\$50,329.83	\$200.00	\$100.00	\$264.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,893.83
Task 2	Construction Contractor Bid Assistance																					
	Support Request for Bid (RFB) preparation	6	16	20		6				48	\$12,258.58											\$12,258.58
	Amending or revising the Issue for Bid (IFB) documents	6	12	12	8					38	\$8,453.36											\$8,453.36
	Update conformed documents during bid period	6	8	12	24					50	\$9,674.05											\$9,674.05
										0	\$0.00											\$0.00
										0	\$0.00											\$0.00
TOTAL LABOR HOURS (TASK 2)		18	36	44	32	6	0	0	0	136												
TOTAL DOLLAR (TASK 2)		\$5,209.03	\$7,810.26	\$11,254.27	\$4,177.00	\$1,935.43	\$0.00	\$0.00	\$0.00		\$30,385.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,385.99
Task 3	CM Procurement Support																					
	Review CM RFP and provide recommendations					2				2	\$645.14											\$645.14
	Respond to technical questions during RFP solicitation period	2		8		4				14	\$3,915.30											\$3,915.30
	Review CM proposal and scope of work and fee	2				8				10	\$3,159.36											\$3,159.36
										0	\$0.00											\$0.00
										0	\$0.00											\$0.00
TOTAL LABOR HOURS (TASK 3)		4	0	8	0	14	0	0	0	26												
TOTAL DOLLAR (TASK 3)		1,157.56	0.00	2,046.23	0.00	4,516.01	0.00	0.00	0.00		7,719.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,719.80
TOTAL LABOR HOURS		144	48	82	32	20	6	0	37	369												
TOTAL LABOR DOLLAR		\$41,672.21	\$10,413.68	\$20,973.87	\$4,177.00	\$6,451.44	\$964.69	\$0.00	\$3,782.73		\$88,435.61											\$88,436
TOTAL REIMBURSABLES												\$200.00	\$100.00	\$264.00	\$0.00	\$0.00	\$0.00					\$564
TOTAL SUBCONSULTANTS																		\$0.00	\$0.00	\$0.00	\$0.00	\$0
TOTAL FEE																						\$89,000