

SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE  
CITY OF MANHATTAN BEACH AND PSOMAS

This Second Amendment ("Amendment No. 2") to that certain agreement dated April 10, 2012 ("Agreement") by and between the City of Manhattan Beach, a California municipal corporation ("City") and Psomas, a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of this \_\_\_\_ day of May, 2013.

RECITALS

A. On April 10, 2012, the City and Consultant entered into an agreement for professional services to design the Sepulveda Boulevard and 2nd Street Water Main Replacement Project ("Agreement");

B. City desires to amend that Agreement for additional services related to the design of the Sepulveda Boulevard and 2nd Street Water Main Replacement Project and to provide additional compensation for those services;

C. Consultant desires to provide the additional services;

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. 2 to the full satisfaction of the City and pursuant to a timeline as directed by City.

Section 2. For the services described in Exhibit A attached to this Amendment No. 2, City agrees to compensate Consultant and Consultant agrees to accept in full satisfaction for the services required by this Amendment No. 2 an amount not to exceed \$13,000, based on the hourly rates set forth in Exhibit B to this Amendment No. 2. Said compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). City shall pay Consultant said compensation in accordance with the schedule of payment set forth in the Agreement.

Section 3. The services to be provided by Consultant under this Amendment No. 2 shall be provided pursuant to the terms and conditions of the Agreement.

Section 4. Except as specifically amended by this Second Amendment, all terms and conditions set forth in the Agreement shall remain in full force and effect.

**IN WITNESS THEREOF**, the Parties hereto have executed this Amendment No. 2 on the day and year first shown above.

Psomas

By   
Michael D. Swan, Vice President

By \_\_\_\_\_

CITY OF MANHATTAN BEACH  
A Municipal Corporation

\_\_\_\_\_  
David N. Carmany, City Manager

ATTEST:

\_\_\_\_\_  
Liza Tamura, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Quinn M. Barrow, City Attorney

\_\_\_\_\_  
Public Works

## EXHIBIT A

### **“Consultant Services”**

The additional services provided for by this Amendment No. 2 are for 6 additional Potholes and 4 Pavement Cores. The 4 Pavement Cores will be to a depth of 5 feet and will provide a description of the roadway pavement surface material with observation of the soil below the pavement.

**EXHIBIT B**

**“Consultant Hourly Rates”**

**Psomas**

<b>Project Manager</b>	<b>\$185.00/hr</b>
<b>Quality Assurance</b>	<b>\$196.00/hr</b>
<b>Project Engineer</b>	<b>\$162.00/hr</b>
<b>Hydraulic Modeling</b>	<b>\$150.00/hr</b>
<b>Staff Engineer</b>	<b>\$117.00/hr</b>
<b>Admin/Clerical</b>	<b>\$75.00/hr</b>