

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MANHATTAN BEACH AND ARDURRA GROUP, INC.

This Third Amendment (“Amendment No. 3”) to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation (“City”) and Ardurra Group, Inc., a Florida corporation (“Consultant”) (collectively, the “Parties”) is hereby made effective as of the date of the last authorized representative signature below (“Effective Date”).

RECITALS

A. On October 19, 2021, the City and Consultant entered into an agreement for professional services for the Consultant to provide inspection and construction management services for the Polliwog Park Lower Playground Replacement Project (“Initial Agreement”).

B. On December 21, 2022, the City and Consultant entered into Amendment No. 1 to increase the Maximum Compensation by \$152,598.18 and modify the Scope of Services and Approved Fee Schedule approved by City Council.

C. On August 21, 2023, the City and Consultant entered into Amendment No. 2 to increase the Maximum Compensation by \$49,856.50 and modify the Scope of Services and Approved Fee Schedule. The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the “Agreement”.

D. The Parties now desire to amend the Agreement to increase the Maximum Compensation, modify the Scope of Services and Approved Fee Schedule.

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 \$49,128.06, for a new Maximum Compensation of \$545,682.74.

Section 2. Exhibit A (“Scope of Services”) of the Agreement is hereby amended to add the attached Exhibit A of this Amendment No. 3.

Section 3. Exhibit B (“Approved Fee Schedule”) of the Agreement is hereby amended to add the attached Exhibit B of this Amendment No. 3.

Section 4. Except as specifically amended by this Amendment No. 3, all other provisions of the Agreement shall remain in full force and effect.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 3 on the day and year first shown above.

City:

Consultant:

City of Manhattan Beach,  
a California municipal corporation

Ardurra Group, Inc.,  
a Florida corporation

By: \_\_\_\_\_  
Name: Bruce Moe  
Title: City Manager

DocuSigned by:  
By: Lisa M. Penna, Vice President Regional Director  
Name: Lisa Penna, PE 10/30/2023  
Title: Vice President, Regional Director

ATTEST:

By: \_\_\_\_\_  
Name: Liza Tamura  
Title: City Clerk

DocuSigned by:  
By: Cathy Cahill, CFO  
Name: Cathy Cahill 10/30/2023  
Title: Chief Financial Officer

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Quinn M. Barrow  
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By: \_\_\_\_\_  
Name: Steve Charelian  
Title: Finance Director

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Name: Erick Lee  
Title: Public Works Director

## **EXHIBIT A SCOPE OF SERVICES**

Pursuant to the discussions and the City's request to provide an estimated cost to close out the project, several recent unforeseen issues require additional efforts to resolve and result in project completion delays, as further detailed below.

- Administer and document general contractor demobilizations due to recent unexpected storm activity and other weather conditions and unforeseen flooding of the site due to Metropolitan Water District's operations within the project vicinity.
- Biweekly progress meetings facilitated throughout the extended construction period and various demobilizations.
- Coordination, communication, and meetings between the City and Contractor to address project scheduling, remaining work to be completed, and remobilization of subcontractors after the resolution of the play equipment footing RFI as described in our previous amendment request.
- Additional coordination and tracking efforts with the equipment vendor, Kompan, for missing play equipment parts.
- Additional administration, coordination, and tracking efforts for additional work resulting from unforeseen conditions and the City's request for additional improvements.

**EXHIBIT B  
APPROVED FEE SCHEDULE**

<b>ESTIMATED FEE</b>				
<b>Third Amendment Request for Extended Professional CM and Inspection Services for the Polliwog Park Lower Playground Replacement Project City of Manhattan Beach</b>				
<b>Current Contract Status</b>				
Original Contract Amount				\$ 294,100.00
Amendments to Date				\$ 202,454.68
Current Contract Amount				\$ 496,554.68
Billed to Date (Through 8/31/2023)				\$ 495,663.62
Current Contract Balance				\$ 891.06
<b>Remaining Construction Period (estimate) 10 Working Days (September 1, 2023 to September 15, 2023)</b>				
TITLE	Est. Hours Per Day	Total Hours	Hourly Rate	Extended Fee
Principal-in-charge	0.00	0.00	\$ 230.00	\$ -
Construction Manager	2.00	20.00	\$ 200.00	\$ 4,000.00
Public Works Inspector (Prevailing Wage)	6.00	60.00	\$ 145.00	\$ 8,700.00
Project Controls Engineer	4.00	40.00	\$ 135.00	\$ 5,400.00
<b>Subtotal Remaining Fee</b>				<b>\$ 18,100.00</b>
<b>Remaining Post-Construction Period 10 Working Days</b>				
TITLE	Est. Hours Per Day	Total Hours	Hourly Rate	Extended Fee
Principal-in-charge	0.00	0.00	\$ 230.00	\$ -
Construction Manager	2.00	20.00	\$ 200.00	\$ 4,000.00
Public Works Inspector (Prevailing Wage)	2.00	20.00	\$ 145.00	\$ 2,900.00
Project Controls Engineer	4.00	40.00	\$ 135.00	\$ 5,400.00
<b>Subtotal Remaining Fee</b>				<b>\$ 12,300.00</b>
Geotechnical, Materials Testing and Special Inspection (Geo-Advantec, Inc.)				\$ 13,002.22
Procore License Fee				\$ 2,651.90
Miscellaneous ODCs (Allowance)				\$ -
CPSI Inspection (Allowance)				\$ 3,965.00
<b>Subtotal Remaining Fee</b>				<b>\$ 19,619.12</b>
<b>Requested Amendment Amount</b>				<b>\$ 49,128.06</b>