

AMENDMENT NO. 2 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE
CITY OF MANHATTAN BEACH AND HAZEN AND SAWYER

This Second Amendment ("Amendment No. 2") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Hazen and Sawyer, D.P.C., DBA Hazen and Sawyer, a New York corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of May 3, 2022 ("Effective Date").

RECITALS

A. On July 16, 2019, the City and Consultant entered into an agreement for design services for the Consultant to provide Engineering Design Services for the Water Infrastructure Improvement Project ("Original Agreement");

B. On June 21, 2021, the City and Consultant entered into Amendment No. 1 to the Original Agreement to modify the scope of services, extend the term, and increase the Maximum Compensation. The Original Agreement, as amended by Amendment No. 1, is referred to as the "Agreement."

C. The Parties now desire to amend the Original Agreement to extend the term, increase the Maximum Compensation, and modify the Scope of Services.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

1. Section 2 of the Agreement is hereby revised to extend the term of the Agreement through June 30, 2024, unless sooner terminated as provided in Section 12 of the Agreement.
2. Section 3.A of the Agreement is hereby revised to increase the Maximum Compensation amount by \$81,633, for a new Maximum Compensation of \$415,813.35.
3. Exhibit A (Scope of Services) of the Agreement is hereby amended to include additional services by adding the services set forth in the attached Exhibit A (Scope of Services). Exhibit B (Approved Fee Schedule) of the Agreement is hereby amended by adding the attached Exhibit B (Approved Fee Schedule).
4. Except as specifically amended by this Amendment No. 2, all other provisions of 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.

The Parties, through their duly authorized representatives are signing this Amendment No. 2 on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

Hazen and Sawyer, D.P.C., DBA Hazen
and Sawyer,
a New York Corporation

By: _____

Name: Bruce Moe
Title: City Manager

ATTEST:

By: _____

Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By: _____

Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

By: _____

Name: Erick Lee
Title: Public Works Director

By: _____

Name: Lynn H. Grijalva
Title: Principal in Charge

By: _____

Name: Dave Jones
Title: Vice President



February 16, 2022

Tim Birthisel, PE
Senior Civil Engineer
City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, CA 90266

Re: Proposal for Amendment No. 2: Water Infrastructure Improvement Project – Cycle 2

Dear Mr. Birthisel:

On behalf of the Hazen and Sawyer team responsible for preparing the Water Infrastructure Improvement Project bid documents, thank you for your collaboration on this important infrastructure project. Hazen and Sawyer (Hazen) respectfully proposes an amendment to authorize Cycle 2 of the Water Infrastructure Improvement Projects (WIIP).

SCOPE OF WORK

This scope of work adds Cycle 2 design and construction period engineering services to the WIIP Agreement dated July 16, 2019. Because of budget limitations during Cycle 1 WIIP, the City of Manhattan Beach (City) selected only certain elements of the WIIP designed by Hazen in Cycle 1 to be bid and awarded for construction. With this amendment, the City intends to proceed with other elements of the WIIP designed by Hazen as the Cycle 2 construction project.

Task 1 – Project Management

This task includes the effort necessary to manage the project budget, schedule, and prepare monthly invoices and progress reports. General project communication will be conducted via phone, virtual meetings, and/or email as necessary.

Quality control will be performed by Hazen staff with expertise in the review subject, prior to submitting to the City.

Deliverables

- Invoices and progress reports in PDF format

Assumptions

- Maximum of four (4) - one (1) hour progress meetings with City PM.
- No in-person meetings are required.
- Project duration (notice to proceed to final design submission) is three (3) months (April to June 2022); and bid and construction is eleven (11) months (June 2022 to May 2023).

Task 2 –Construction Documents

Hazen will compile construction documents including design drawings using previously designed segments from the Cycle 1 WIIP and updated General Sheets, updated technical specifications from Cycle 1 WIIP, and updated opinion of construction costs for the segments used in the Cycle 2 construction documents. Updated opinion of cost estimate line items will incorporate the values received for Cycle 1 bids as appropriate.

Hazen understands that separate street improvement design sheets will not be required as part of the water plan design documents. Street surface improvements are shown on the plan and profile drawings as areas of new surfacing, with reference to detail and notes.

Hazen will prepare technical specifications including bid schedules for the selected segments for the project by updating the Cycle 1 WIIP specifications, as necessary. Following Cycle 1 award recommendation by staff, the Cycle 2 segments will be identified for bas bid and additive bid items. Because the detailed design is already complete, Hazen will follow a limited and accelerated submittal plan:

- 90% Submittal –
 - Full Design Drawing set
 - Full Technical Specifications
 - Cost Estimate (+/- 10%)
- 100% Submittal –
 - Full Design Drawing set
 - Technical Specifications
 - Cost Estimate (+/- 10%)

Hazen will prepare a comment log for documenting responses to City comments received in the 90% submittal. Final plans will be signed and stamped by a professional engineer.

Deliverables

- Drawings in PDF format (90 and 100 percent designs)
- Technical specifications in word and PDF format (90 and 100 percent designs)
- Cost estimate in PDF format (90 and 100 percent designs)
- Final Specification and AutoCAD Files in electronic native format

Assumptions

- Background research, potholing, geotechnical investigation, and survey is not required.
- Utility coordination, if required, will be completed by the City, with no new figures needed.

- Plan and profile, Tie-in detail, and standard detail drawings for segments already designed as part of Cycle 1 WIIP will be used, no detailed design will be completed, and sheets will only be updated to reflect current date and stamp information. Only certain General Sheets will be updated as needed.
- The number of sheets is anticipated to be five (5) General Sheets plus those plan and profile, tie-in detail, typical cross-sections, and standard detail sheets based on which segments are included in the set.
- Cross-section sheets will use typical cross-sections from Cycle 1 WIIP.
- No hydraulic modeling efforts are included. Any hydraulic modeling or calculations to determine size or upsize would be provided under separate scope and fee.
- No permit or waiver approval is required from the Department of Drinking Water (DDW). Existing waivers obtained with Cycle 1 will be used. No additional coordination with DDW will be required.
- Any additions to the overall design such as valve replacements will be identified by the City and issued through the specifications via an attachment/appendix. A single cost estimate for valve replacements will be prepared and assumed for all valve replacements. An additive bid item will be included on the bid schedule for such items.
- City is responsible for preparing the front-end portions of the Contract specifications (including Division 1) and will provide for inclusion as part of the review and final contract bid packages. Hazen will stamp front end specifications or specification document as responsible engineer as part of the Bid Package specifications.
- City is responsible for any printing, advertising, coordination of construction (bid) documents, and all associated costs.

Task 3–Bidding Assistance

During the bidding period, Hazen will prepare one addendum to provide clarifications and respond to RFI/bidder questions via email. After the bid period has closed, Hazen will compile a Conformed Drawing and Specifications package in which any addenda are incorporated for use by the selected contractor.

Deliverables

- Addendum in PDF format
- RFI responses via email

Assumptions

- Maximum of one (1) addendum will be required and will not include revised drawing(s).

- Maximum of four (4) RFIs will be required and responded to.
- Conformed Drawings and Specifications will only include changes made by an issued addendum and responses to RFIs. No changes outside of those items will be made. If no addendum or RFIs are issued, the drawings and specifications will be updated only to reflect they are “Conformed”.
- Hazen will split two of the segments into two segments each (e.g. P-12-A and P-12-B), for a total of four segments. This is done to allow flexibility in bidding packages in consideration of the City’s allowable construction budget and will include individual cost estimates for the four segments. Individual drawings will not be prepared; delineation of the two segments will be incorporated onto the drawing plan and profile through callouts and notes.
- Specification updates will include the potential for the contractor to re-use native material for pipe bedding if proven to meet gradation requirements for specified import pipe bedding.

Task 4–Construction Assistance

During the construction phase, Hazen will review Requests for Information (RFIs), review and respond to shop drawing submittals and prepare design changes.

Deliverables

- RFI responses via email or City standard RFI form.
- Submittal comments via email or City standard response form.

Assumptions

- Respond to a maximum of fifteen (15) RFIs. Contractor or City will forward RFI to Hazen on standard City RFI form.
- Respond to a maximum of thirty-five (35) Submittals total (anticipating 30 initial submittals and 5 final/resubmittal review).
- Provide support for a maximum of two (2) design changes.
- City will receive, process, and distribute RFIs and Submittals; Hazen will be responsible for providing responses and comments only.
- Design change support includes providing required text, description, references, etc. as necessary to communicate the design change. The City will coordinate with the Contractor as needed to implement the design change.
- Design change support does not include revised drawings. It is assumed the City will lead field change order coordination efforts during construction based on markup red-lines on Conformed Drawings. Hazen will incorporate changes into CAD files as part as As-built efforts under separate task.

Task 5 –Record Drawings

Hazen will prepare record drawings of the final constructed project pursuant to modifications made at the time of construction per the red-lined comments provided by the City and Contractor.

Deliverables

- Final record drawings in 24x36 in electronic AutoCAD and PDF files.

Assumptions

- Contractor will provide accurate “red-line” markups to the drawings in the standard color convention (red, blue, and green).

AMENDMENT NO. 2 FEE

The estimated fee for services described is \$81,633. The fee schedule is attached.

We appreciate your consideration of this request. Please contact me at lgrijalva@hazenandsawyer.com or (213) 505-6723 if you have any questions or require additional information.


Regards,



Lynn Grijalva, PE
Principal in Charge

Exhibit B: Approved Fee Schedule

Fee Schedule City of Manhattan Beach Cycle 2 Water Infrastructure Improvement Projects 2/16/2022

	Principal in Charge	Project Manager	Technical Advisor & QA/QC	Project Professional	Staff Professional 1	Technician						
	L. Grijalva	J. Borchardt	I. Mackenzie	C. Portner	A. Quiroz	P. Glasford	Labor Hours	Labor Cost	ODC's	Subtotal	Subs Subtotal	TOTAL
Task 1: Project Management	\$310	\$265	\$280	\$220	\$145	\$150						
Project Administration, meetings, and team coordination activities	4	36					40	\$10,648	\$ -	\$10,648	\$ -	\$10,648
TASK 1 - SUBTOTAL	4	36	0	0	0	0	40	\$ 10,648	\$ -	\$ 10,648	\$ -	\$ 10,648
Task 2: Construction Documents												
Prepare General Sheets		2	2		6	16	26	\$4,360	\$ -	\$4,360	\$ -	\$4,360
Update Plan and Profile Sheets		6	2		12	30	50	\$8,390	\$ -	\$8,390	\$ -	\$8,390
Update Technical Specifications		8	2		16		26	\$5,000	\$ -	\$5,000	\$ -	\$5,000
Update Frontend Specifications		10	2		20		32	\$6,110	\$ -	\$6,110	\$ -	\$6,110
Update Opinion of Construction Cost		2		12			14	\$3,170	\$ -	\$3,170	\$ -	\$3,170
TASK 2 - SUBTOTAL	0	28	8	12	54	46	148	\$ 27,030	\$ -	\$ 27,030	\$ -	\$ 27,030
Task 3: Bidding Assistance												
Respond to RFIs (4 maximum)		4			8		12	\$2,220	\$ -	\$2,220	\$ -	\$2,220
Prepare Addendum (1 maximum)		2			4		6	\$1,110	\$ -	\$1,110	\$ -	\$1,110
Prepare Conformed Drawings and Specifications					4	12	16	\$2,380	\$ -	\$2,380	\$ -	\$2,380
TASK 3 - SUBTOTAL	0	6	0	0	16	12	34	\$ 5,710	\$ -	\$ 5,710	\$ -	\$ 5,710
Task 4: Construction Assistance												
Respond to RFIs (15 maximum)		10			35		45	\$7,725	\$ -	\$7,725	\$ -	\$7,725
Review and Comment on Submittals (35 maximum)		25			110		135	\$22,575	\$ -	\$22,575	\$ -	\$22,575
Support Design Changes (2 maximum)		4			8		12	\$2,220	\$ -	\$2,220	\$ -	\$2,220
TASK 4 - SUBTOTAL	0	39	0	0	153	0	192	\$ 32,520	\$ -	\$ 32,520	\$ -	\$ 32,520
Task 5: Record Drawings												
Prepare Record Drawings		4			12	20	36	\$5,725	\$ -	\$5,725	\$ -	\$5,725
TASK 5 - SUBTOTAL	0	4	0	0	12	20	36	\$ 5,725	\$ -	\$ 5,725	\$ -	\$ 5,725
TOTAL FEE (TASK 1-5)	4	113	8	12	235	78	449	\$ 81,633	\$ -	\$ 81,633	\$ -	\$ 81,633