

AMENDMENT NO. 8 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND HDR ENGINEERING,
INC.

This Eighth Amendment ("Amendment No. 8") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and HDR Engineering, Inc. a Nebraska 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 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.

C. On or about February 16, 2016, the Parties entered into Amendment No. 2 to the Original Agreement.

D. On or about December 20, 2016, the Parties entered into Amendment No. 3 to the Original Agreement.

E. On or about August 1, 2017, the Parties entered into Amendment No. 4 to the Original Agreement.

F. On or about August 21, 2018, the Parties entered into Amendment No. 5 to the Original Agreement.

G. On or about December 3, 2019, the Parties entered into Amendment No. 6 to the Original Agreement.

H. On or about July 7, 2020, the Parties entered into Amendment No. 7 to the Original Agreement.

I. The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6. and Amendment No. 7 is referred to herein as the Agreement.

J. The Parties now desire to amend the Agreement to allow Consultant to provide additional specified services to City and to increase the maximum compensation to be paid to Consultant under the Agreement (the "Maximum Compensation") for the services provided.

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 2 of the Agreement is hereby amended to extend the term of the Agreement through June 30, 2023, unless sooner terminated as provided in Section 12 of the Agreement.

Section 2. The Parties recognize that Section 1 of Amendment No. 7 inadvertently referenced amending Section 3.A of the Agreement, rather than Section 4(a) of the Agreement, to increase the Maximum Compensation amount. The Parties agree that Section 1 of Amendment No. 7 amended the maximum compensation in Section 4(a) of the Agreement to increase the Maximum Compensation amount by \$424,546.00 for a new Maximum Compensation of \$3,252,657.00; and did not otherwise modify, amend, or revise Section 3 of the Agreement (Termination).

Section 3. Section 4(a) of the Agreement is hereby amended to increase the Maximum Compensation amount by \$160,739.00, for a new Maximum Compensation of \$3,413,396.00.

Section 4. Exhibit A (Scope of Work) of the Agreement is hereby amended by adding the attached Exhibit A of this Amendment No. 8 to the Scope of Services.

Section 5. Exhibit B (Compensation) of the Agreement is hereby amended by adding the attached Exhibit B of this Amendment No. 8 to the Approved Fee Schedule.

Section 6. Except as specifically amended by this Amendment No. 8, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 8 on the day and year of the last authorized representative signature shown below.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

Consultant:

City of Manhattan Beach,
a California municipal corporation

HDR Engineering, Inc.,
a Nebraska corporation

By: _____
Name: Bruce Moe
Title: City Manager

By: _____
Name: Thomas T. Kim
Title: Sr. Vice President

ATTEST:

By: _____
Name: _____
Title: _____

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

EXHIBIT A
SCOPE OF ADDITIONAL SERVICES ADD BY AMENDMENT NO. 8

Work under this Amendment No. 8 consists of continued professional services for: (1) project management and coordination; (2) design services during construction (DSDC); (3) generating record drawings; and (4) environmental compliance and closeout.

The additional work includes the following tasks:

Task	Description	Amount
1	Project Management and Coordination Support	\$32,697
2	Design Services During Construction	\$78,138
3	Record Drawings	\$33,904
4	Environmental Compliance Closeout	\$16,000
Total		\$160,739

Specific efforts corresponding with each task are further discussed below:

TASK 1: PROJECT MANAGEMENT & COORDINATION SUPPORT

Budget is requested to continue project management and coordination activities during the construction phase and closeout of the project, as follows:

- Support the City with on-going project coordination, conduct various correspondences and meetings with City staff and Construction Manager (CM), including conference calls, e-mails, and in-person meetings, as required
- Document Control
- Manage and coordinate team/subconsultant progress and submittals
- Prepare Monthly Progress Reports and Invoices

Assumptions

- August 2022 Substantial construction completion
- Six-month project close out and punch list support

Deliverables

- Meeting correspondence and emails
- Monthly Progress Reports and Invoices

TASK 2: DESIGN SERVICES DURING CONSTRUCTION (DSDC)

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

Task 2.1 - Site Visits

HDR will visit the site to observe construction and/or review field conditions that may require a design change. HDR will attend a post-construction project walk through after construction of major design features.

Assumptions

- One senior roadway engineer making three site visits (eight hours per visit)
- 90-mile round trip mileage

Deliverables

- Field Notes and observations

Task 2.2 - Submittal and Shop Drawing Reviews

HDR Team will review contractor-prepared shop drawings, product submittals and certificates of compliance and make a recommendation for action. Review action will conform to the project special provisions. The review performed by the design team will be only for conformance with the information provided in the Contract Documents. Approvals or other actions suggested by HDR will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

HDR will review submittals, recommend submittal action, and return submittals to the CM within ten (10) working days. HDR will retain one (1) copy of each submittal for its records.

Assumptions

- Up to 5 submittals, 1 person equivalent for 8 hours per submittal on average

Deliverables

- Submittal and Shop Drawing reviews

Task 2.3 – Request for Information (RFIs)

HDR team will review and respond to RFI's forwarded from the CM within five (5) working days.

Assumptions

- The level of effort and support provided will be commensurate with the available budget for this task
- Assume up to 5 RFIs, 1 person equivalent for 8 hours per RFI on average

Deliverables

- RFI responses in electronic PDF format

Task 2.4 - Issue Design Revisions

HDR Team will prepare revisions to design plans and technical specifications as directed by the City or the CM. Such design revisions may be in response to actions required by an RFI, an unforeseen site condition, value-engineering, etc. Design revisions will be annotated in a manner directed by the CM. Design revisions will be transmitted in PDF file format to the City and the CM.

Assumptions

- The level of effort and support provided will be commensurate with the available budget for this task

Deliverables

- Revised design plans and technical specifications

Task 2.5 - Attend Construction Meetings

HDR will participate in construction coordination meetings with the City and CM via teleconference on an as-needed basis. HDR will also be available to attend more focused meetings in-person or via teleconference for a specific discipline as requested by the City and/or the CM.

Assumptions

- HDR will have one senior level representative and one structures representative attend up to 5 meetings/conference calls (2 hours each) as requested by the City and/or CM
- In-person meetings will be coordinated in conjunction with Task 2.1

Task 2.6 - Support Contract Change Order Negotiations and Claims

HDR will support construction contract change order negotiations and potential claims by the contractor when requested.

Assumptions

- The level of effort and support provided will be commensurate with the available budget for this task

Task 2.7 – Punchlist Support

HDR will participate in a job walk following ‘substantial completion’ of construction of the Project. A construction close-out Punchlist will be prepared by the CM with support by HDR, if requested.

Assumptions

- Punchlist will be prepared by CM

- The job walks will be broken out into discipline or stakeholder specific meetings, HDR's attendance will be determined based on the subject matter of each meeting
- HDR will participate in up to four Punchlist meetings with an average of no more than one HDR team member at each meeting
- The level of effort and support provided will be commensurate with the available budget for this task

TASK 3: RECORD DRAWINGS

Upon completion of the project construction, HDR will provide record drawings of the project.

Task 3.1 Record Drawings to City and Caltrans

Record drawings will be provided to the City and Caltrans for their records. The scope for this task is identical to Task 3.1 under Amendment 7 and is carried over to this amendment.

Assumptions

- HDR will receive complete redline mark-ups from both the CM and the Contractor to use in the development of record drawings
- Electronic files will be provided in PDF and native file formats
- The level of effort and support provided will be commensurate with the available budget for this task; assumes updates to 40 sheets at 4 hours/sheet on average

Deliverables

- Final Record Drawings to City and Caltrans - 1 hard copy each and 1 electronic copy each

TASK 4: ENVIRONMENTAL COMPLIANCE CLOSEOUT

HDR will provide throughout the duration of the project the following:

Task 4.1 – Environmental Compliance Monitoring

GPA Consulting (GPA) will provide the following environmental compliance monitoring services. The scope for this task is identical to Task 4.1 under Amendment 7 and is carried over to this amendment.

- Quarterly tracking to confirm that the environmental commitments are being implemented.
- Following the construction period, GPA will prepare a Certificate of Environmental Compliance (CEC), in accordance with Chapter 39 of the Caltrans

Standard Environmental Reference (SER) and will submit the CEC to Caltrans to document the environmental compliance efforts.

- GPA will update the Environmental Commitments Record (ECR) at the end of the construction period, as needed.
- Upon project closeout, GPA will attach the completed ECR, along with the appropriate verification documents, to the CEC as evidence that Caltrans' environmental compliance obligations have been met.

Assumptions

- CM will provide environmental commitment compliance, monitoring and tracking throughout the construction duration.
- CM will provide monthly progress updates to HDR/GPA on the status of implementation for each environmental commitment.
- CM will compile any documentation that is being used to verify compliance with the environmental commitments (e.g., checklists, meeting minutes, monitoring reports, notices, etc.) and provide the verification documents to HDR/GPA.

Deliverables

- Certificate of Environmental Compliance
- Updated Environmental Commitments Record

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. Any further delays beyond the timeframes indicated above that would affect the construction duration 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.
3. HDR's observation or monitoring of portions of the work performed under construction contracts shall not relieve construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. HDR shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work

and shall not manage, supervise, control or have charge of construction. HDR shall not be responsible for the acts or omissions of construction contractor(s) or other parties on the project.

4. Services encompassed with this amendment are exclusive of right-of-way closeout, property transfers, and/or other right-of-way secondary actions required for the project.

EXHIBIT B **FEE SCHEDULE FOR SERVICES ADD BY AMENDMENT NO. 8**

HDR	Hourly Rate	\$ 359.10	\$ 265.76	\$ 186.94	\$ 344.00	\$ 192.36	\$ 315.75	\$ 245.21	\$ 140.27	\$ 123.16										
Task	Description	Project Manager (Girair Kotchian)	Sr. Roadway Engineer (Steven Crouch)	Civil Engineer (Jessica Slater)	Structures Manager (John Maniscalco)	Bridge Designer (Jon Vought)	Drainage Engineer (Myles Harrold)	Traffic Engineer (Kent Kco)	CADD II (Huey Lai)	Admin II (Vonna Wilkerson)	TOTAL LABOR HOURS	TOTAL LABOR DOLLARS	Mileage	Postage	Reproduction	Diaz Yourman (Geotechnical/Haz. Mat.)	GPA Environmental	Lynn Capoya (Landscaping)	Iteris (Traffic)	TOTAL COST
Task 1	Project Management and Coordination Support																			
1.1	Coordination and Meetings	20	60								80	\$23,127.61								\$23,127.61
1.2	Document Control									4	4	\$492.64								\$492.64
1.3	Progress Reports and Invoices	18								20	38	\$8,826.95			\$150.00					\$9,076.95
																				\$0.00
	TOTAL LABOR HOURS (TASK 1)	38	60	0	0	0	0	0	0	24	122									
	TOTAL DOLLAR (TASK 1)	\$13,645.76	\$15,945.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,955.81		\$32,547.20	\$0.00	\$0.00	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,697.20
Task 2	Design Services During Construction (DSDC)																			
2.1	Site Visits		24								24	\$6,378.25	\$160.00							\$6,538.25
2.2	Submittal and Shop Drawing Reviews	4	20		20						44	\$13,631.59								\$13,631.59
2.3	RFIs	4	30		10						44	\$12,849.20								\$12,849.20
2.4	Issue Design Revisions	4	8	16	12						40	\$10,681.49			\$500.00					\$11,181.49
2.5	Attend Weekly Construction Conference Calls		10		2						12	\$3,345.60								\$3,345.60
2.6	Support Contract Change Order Negotiations & Claims	8	40		16						64	\$19,007.20								\$19,007.20
2.7	Punchlist Support	2	24		12						38	\$11,224.44	\$360.00							\$11,584.44
																				\$0.00
																				\$0.00
	TOTAL LABOR HOURS (TASK 2)	22	156	16	72	0	0	0	0	0	266									
	TOTAL DOLLAR (TASK 2)	\$7,900.17	\$41,458.65	\$2,991.02	\$24,767.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$77,117.78	\$520.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$78,137.78
Task 3	Record Drawings																			
3.1	Record Drawings		40	40	20				60		160	\$33,904.15			\$500.00					\$33,904.15
											0	\$0.00								\$0.00
											0	\$0.00								\$0.00
	TOTAL LABOR HOURS (TASK 3)	0	40	40	20	0	0	0	60	0	160									
	TOTAL DOLLAR (TASK 3)	\$0.00	\$10,630.42	\$7,477.56	\$6,879.98	\$0.00	\$0.00	\$0.00	\$8,416.19	\$0.00		\$33,904.15	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,904.15
Task 4	Environmental Compliance Monitoring																			
4.1	Environmental Compliance and closeout										0	\$0.00					\$16,000.00			\$16,000.00
											0	\$0.00								\$0.00
											0	\$0.00								\$0.00
	TOTAL LABOR HOURS (TASK 4)	0	0	0	0	0	0	0	0	0	0									
	TOTAL DOLLAR (TASK 4)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00
	TOTAL LABOR HOURS	60	256	56	92	0	0	0	60	24	548									
	TOTAL LABOR DOLLAR	\$21,545.93	\$68,034.70	\$10,468.58	\$31,647.92	\$0.00	\$0.00	\$0.00	\$8,416.19	\$2,955.81		\$143,069.13								\$143,069.13
	TOTAL REIMBURSABLES												\$520.00	\$0.00	\$1,150.00					\$1,670.00
	TOTAL SUBCONSULTANTS															\$0.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00
	TOTAL FEE																			\$160,739.13