FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND ITERIS, INC.

This First Amendment ("Amendment No. 1") to that certain agreement dated November 7, 2012 ("Agreement") by and between the City of Manhattan Beach, a California municipal corporation ("City") and Iteris, Inc., a Delaware corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of this 12th day of August, 2014.

RECITALS

- A. On November 7, 2012, the City and Consultant entered into an agreement for professional services in completing the City's General Plan Mobility Plan ("Agreement");
- B. City desires to amend that Agreement for additional services related to completing the City's General Plan Mobility Plan 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. 1 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. 1, City agrees to compensate Consultant and Consultant agrees to accept in full satisfaction for the services required by this Amendment No. 1 an amount not to exceed \$21,000 set forth in Exhibit B to this Amendment No. 1. 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. 1 shall be provided pursuant to the terms and conditions of the Agreement.
- Section 4. Except as specifically amended by this First 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. 1 on the day and year first shown above.

ITERIS, INC.		
By My Vice Pres	ident 7/23/14	
ву		
	CITY OF MANHATTAN BEACH A Municipal Corporation	
	Mark Danaj, City Manager	
ATTEST:		
Liza Tamura, City Clerk		
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:	
2mBa	M. BV=	
Quinn M. Barrow, City Attorney	Community Development	

Exhibit A

Additional Services for City of Manhattan Beach Mobility Element (April 10, 2014)

Additional Out of Scope Outreach and Meetings

The following additional services have been provided or will be provided at the City's request. These are not part of the contract scope of services. The fee associated with these tasks is included in an attached table.

- Stakeholder workshops Consultant team attended and led multiple stakeholder meetings over several days. Stakeholder meetings are not in the scope, but were proposed following the first public workshop as a tool to enhance public outreach. Consultant team prepared for these meetings, developed summary agenda and graphics, attended and led the discussion at the meetings, and prepared summary meeting notes and circulated to staff.
 - a. 6/20/13 three meetings, at City Hall all day
 - b. 6/27/13 one meeting
 - c. 7/8/13 one meeting
- 2. <u>Preparation for and attendance at City Council meeting on 3/18/2014.</u> Included preparation of comprehensive PowerPoint presentation, several drafts of the PowerPoint reviewed with City and revised, attendance at meeting with presentation and response to Council questions.
- 3. Additional public meetings:
 - City council meeting to present goals and policies and draft report, including preparation of presentation materials
 - o Joint Planning Commission/PPIC meeting to present goals and policies and draft report
- 4. Several more staff level meetings than included in scope/budget the consultant team will absorb this within our original budget



EXHIBIT B: JOB COST ESTIMATE WORKSHEET

Manhattan Beach Mobility Plan Additional Services Date 4/10/2014

	Task Description	Person Hours Required by Category Iteris Iteris F&P F&P						Labor		La	bor	
		I I			ASSOC	I I						
TASK		\$	230			Rate by Ca			Hours		Co	sts
		Ψ		\$ 105								
	Stakeholder workshops - preparation and attendance		16		2	4	12		3	4 \$		6,850
2.0	City council Meeting 3/18/2014		4		8		8		2	0 \$		3,400
3.0	Additional Public Meetings (two)		8		8	4	8		2	8 \$		5,220
										L		
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										H		
										1		
	LABOR TOTALS		28	0	18	8	28	0	8	2 \$	1	5,470
	JOB E	STIMA		IMMARY Labor						\$	1	5,470
Expenses										\$ \$	•	55 5,525
TOTAL ESTIMATED AMOUNT Expense Estimate Details										Ψ	' !	0,020
Subcontractors/Subconsultants Fehr & Peers												
									\$ - \$ -			
								Subtotal	\$ -	\$		_
				Other Direct			@		Φ.	Ψ		_
					nts - 7 day du	ıration	@ @	\$ 300 \$ 550				
				Reproduct Post/Fax/I					\$ - \$ -			
				Other				Subtotal	\$ -			
				Travel Expe Airfare	enses	0	trips @	\$ -	\$ -			
				Hotel		0	nights @	\$ -	\$ -			
				Subsisten Rental Ca		0	days @	\$ - \$ -	\$ - \$ -			
				Mileage		100	miles @	\$ 0.55 Subtotal	\$ 55	5 \$	•	55
				Handling Ch	narge	\$ -	timated Exp	10% penses and (\$ \$		- 55
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EXHIBIT B: JOB COST ESTIMATE WORKSHEET

Manhattan Beach Mobility Plan Additional Services Date 5/6/2014

	Task Description	Person Hours Required by Category								L	₋abor
		Iteris Iteris VP/PRIN Senior			Iteris F&P F&P ASSOC Principal Senior Other						
						Rate by Ca					
TASK		\$	230	\$ 165	\$ 145	\$ 225	\$ 165		Hours	C	Costs
1.0	Additional Public Meetings (per meeting)		5		4		5		14	\$	2,555
	LABOR TOTAL C		_	0	4	0	_	0	4.4	Φ.	0.555
	LABOR TOTALS JOB E	I STIM	5 ATE SU	0 JMMARY	4	0	5	0	14	\$	2,555
				Labor						\$ \$	2,555 28
				Expenses TOTAL ESTIMATED AMOUNT						\$	2,583
					Expense Estimate Details						
Subcontractors/Subcons Fehr & Peer									\$ -		
									\$ - \$ -		
								0.11.11	\$ -	•	
				Other Direct	Costs			Subtotal		\$	-
				Manual co	unts ts - 7 day du	ration	@ @	\$ 300 \$ 550			
				Reproduct	ion	iation	•	ψ 550	\$ -		
				Post/Fax/N Other	/lessngr				\$ - \$ -		
					200			Subtotal			
				Travel Expenses Airfare		0	trips @	\$ -	\$ -		
				Hotel Subsisten	~e	0	nights @ days @	\$ - \$ -	\$ - \$ -		
					r/Taxi	0	days @	\$ -	\$ -		
				Mileage		50		\$ 0.55 Subtotal	\$ 28	\$	28
				Handling Ch	arge	\$ -	@	10%		\$	-
						lotal Est	ıımated Exp	enses and (otner Costs	\$	28