

AMENDMENT NO. 7 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MANHATTAN BEACH AND  
HDR ENGINEERING, INC.

This Amendment ("Amendment") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and HDR Engineering, Inc., a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of \_\_\_\_\_ ("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. On or about February 16, 2016, the Parties entered into Amendment No. 2 to the Original Agreement. On or about December 20, 2016, the Parties entered into Amendment No. 3 to the Original Agreement. On or about August 1, 2017, the Parties entered into Amendment No. 4 to the Original Agreement. On or about August 21, 2018, the Parties entered into Amendment No. 5 to the Original Agreement. On or about December 3, 2019, the parties entered into Amendment No. 6 to the Original Agreement. The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5 and Amendment No. 6 is referred to herein as the Agreement.

C. On April 14, 2020, in response to a request from City for additional miscellaneous project management services and engineering services to support the construction phase, Consultant submitted a proposal for a contract change order in the amount of \$424,546.

D. The Parties now desire to amend the Agreement to allow Consultant to provide additional specified services to City and to allow City to provide 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 3.A of the Agreement is hereby revised to increase the Maximum Compensation amount by \$424,546.00 for a new Maximum Compensation of \$3,252.657.00

Section 2. Exhibit A (Scope of Services) of the Agreement is hereby amended by adding the attached Exhibit A of this Amendment No. 7 to the Scope of

Services. Exhibit B (Approved Fee Schedule) of the Agreement is hereby amended by adding the attached Exhibit B of this Amendment No. 7 to the Approved Fee Schedule.

Section 3. Except as specifically amended by this Amendment No. 7, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 7 on the day and year first shown above.

*[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 California corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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: Stephanie Katsouleas  
Title: Public Works Director

## **EXHIBIT A SCOPE OF ADDITIONAL SERVICES**

### **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 coordination with Caltrans Project Management, Construction Management oversight, and Local Assistance staff, as needed
- Conduct various correspondences and meetings with City staff and Construction Manager, including conference calls, e-mails, and in-person meetings, as required
- Attend additional public outreach meetings with adjacent residents, business, and tenants, as required
- Document Control
- Manage and coordinate team/subconsultant progress and submittals
- Prepare Monthly Progress Reports and Invoices

#### Assumptions

- Twelve-month construction duration and six-month project close out

#### Deliverables

- Meeting correspondence and emails
- Monthly Progress Reports and Invoices

The total amount of budget requested to complete the work associated with Task 1 is \$47,250.

### **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 pre-construction and post-construction project walk through after construction of major design features.

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.

#### Assumptions

- Construction duration of 12 calendar months
- One senior roadway engineer making one site visit per month (six hours per visit)during construction period
- Assumes 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.

Submittals reviewed by HDR and returned to the CM will be marked according to the action categories below with an electronic stamp, signature of the reviewer, and the date of submittal review.

- No Exceptions Taken
- Approved as Noted
- Revise and Resubmit
- Rejected
- No action taken

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 60 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 80 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 – Geotechnical Services during Construction**

Diaz-Yourman & Associates (DYA) will provide geotechnical services during bidding and construction phases of the Project. DYA will be provided with geotechnical-related requests for information (RFIs) and submittals for review and response, as follows:

- Review conformed Project Plans and Specifications
- Respond to 15 RFIs during bidding and construction phase
- Respond to five (5) submittals during construction
- Conference calls/site meetings; assume three, 4-hour meetings

### Assumptions

- CM will perform quality-assurance-related observation and testing at the project site and laboratory
- CM will handle all geotechnical-related construction issues with selected contractor
- DYA will not serve as the geotechnical engineer-of-record

## **Task 2.6 - 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. The design team will also attend the pre-construction meeting as indicated in Task 2.1.

HDR will visit the site to observe construction or review a field condition that may require a design change. If requested, HDR will attend a project walk through after construction of major design features.

### Assumptions

- HDR will have one senior level representative attend up to 48 weekly 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 2.7 - Support Contract Change Order Negotiations**

HDR will support construction contract change order negotiations when requested.

### Assumptions

- Basis of fee assumes support of up to five (5) changes of 20 person-hours per change, on average

## **Task 2.8 – 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 total amount of budget requested to complete the work associated with Task is \$336,010.

## **TASK 3: AS-BUILTS**

Upon completion of the project construction, HDR will provide “as-built” record drawings of the project.

### **Task 3.1 As-Built Drawings to City and Caltrans**

As-built drawings will be provided to the City and Caltrans for their records.

### Assumptions

- HDR will receive complete redline mark-ups from both the CM and the Contractor to use in the development of as-builts
- 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 As-Built Drawings to City and Caltrans - 1 hard copy each and 1 electronic copy each

The total amount of budget requested to complete the work associated with Task 3 is \$26,286.

### **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:

- 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 total amount of budget requested to complete the work associated with Task 4 is \$15,000.

The approved Fee Schedule 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 such as access restrictions with the adjacent private property owners and tenants 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. If the Project is put on-hold for an extended period of time and Caltrans standards, policies and procedures further change in that period of time, this amendment does not include the level of effort needed to bring the design plans up to the new standards.

**Sepulveda Boulevard Widening Project  
Design Services During Construction (DSDC)**

HDR	Hourly Rate	\$ 293.01	\$ 219.66	\$ 132.16	\$ 300.01	\$ 169.03	\$ 129.19	\$ 217.32	\$ 200.15	\$ 113.03	\$ 146.55	\$ 103.51			HDR Reimbursable Costs			Subconsultants				
Task	Description	Project Manager (Ghain Kechian)	Sr. Roadway Engineer (Steven Crouch)	Civil Engineer (Jessica Slater)	Structures Manager (John Manicicko)	Bridge Designer (Jon Vought)	Retaining Walls (Aman Malik)	Drainage Engineer (Myles Harold)	Traffic Engineer (Kurt Ko)	CADD II (Huey Lai)	Structural CADD (Lynette Davis)	Admin II (Jennifer Thoren)	TOTAL LABOR HOURS	TOTAL LABOR DOLLARS	Mile age	Postage	Reproduction	Diaz Youman (Geotechnical/Haz. Mat.)	GPA Environmental	Lynn Capoya (Landscaping)	Iteris (Traffic)	TOTAL COST
Task 1	Project Management and Coordination Support																					
1.1	Coordination and Meetings	72	24										96	\$26,368.48								\$26.36
1.2	Document Control												20	\$2,070.28								\$2.07
1.3	Progress Reports and Invoices	36											72	\$18,001.28	\$360.00	\$300.00	\$150.00					\$18.81
TOTAL LABOR HOURS (TASK 1)		108	24	0	0	0	0	0	0	0	0	0	92	224								\$
TOTAL DOLLAR (TASK 1)		\$31,644.83	\$5,271.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,523.27		\$46,440.03	\$360.00	\$300.00	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.25
Task 2	Design Services During Construction (DSDC)																					
2.1	Site Visits		72										72	\$15,816.77	\$1,080.00							\$16.88
2.2	Submittal and Shop Drawing Reviews		100	220	60	60	20	10	10				480	\$85,943.21					\$1,500.00	\$2,000.00		\$89.44
2.3	RFIs	4	120	320	40	80	40	20	20				644	\$108,863.66					\$1,500.00	\$2,000.00		\$112.36
2.4	Issue Design Revisions	4	40	80	20	40	20						204	\$35,878.81			\$500.00		\$2,000.00	\$2,000.00		\$40.37
2.5	Geotechnical Services during Construction												0	\$0.00				\$27,850.00				\$27.85
2.6	Attend Weekly Construction Conference Calls	8	96										104	\$23,431.76								\$23.43
2.7	Support Contract Change Order Negotiations	6	40	40	12								98	\$19,431.24								\$19.43
2.8	Punchlist Support	2	24										26	\$5,857.94	\$360.00							\$6.21
																						\$
																						\$
TOTAL LABOR HOURS (TASK 2)		24	492	660	132	180	80	30	30	0	0	0	1628									
TOTAL DOLLAR (TASK 2)		\$7,032.19	\$108,074.45	\$87,227.52	\$39,601.54	\$30,425.57	\$10,334.95	\$6,519.72	\$6,004.45	\$0.00	\$0.00	\$0.00		\$295,220.39	\$1,440.00	\$0.00	\$500.00	\$27,850.00	\$0.00	\$5,000.00	\$6,000.00	\$336.01
Task 3	As-Builts																					
3.1	As-Built Drawings		40	40						60	20		180	\$23,785.98			\$500.00			\$1,000.00	\$1,000.00	\$26.28
										0	0		0	\$0.00								\$
										0	0		0	\$0.00								\$
TOTAL LABOR HOURS (TASK 3)		0	40	40	0	0	0	0	0	60	20	0	160									\$
TOTAL DOLLAR (TASK 3)		0.00	8,786.54	5,286.52	0.00	0.00	0.00	0.00	0.00	6,781.84	2,931.09	0.00		23,785.98	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$26.28
Task 4	Environmental Compliance Monitoring																					
4.1	Environmental Compliance and closeout												0	\$0.00					\$15,000.00			\$15.00
													0	\$0.00								\$
													0	\$0.00								\$
TOTAL LABOR HOURS (TASK 4)		0	0	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	\$0.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$15.00
TOTAL LABOR HOURS		132	556	700	132	180	80	30	30	60	20	92	2012									
TOTAL LABOR DOLLAR		\$38,677.02	\$122,132.91	\$92,514.04	\$39,601.54	\$30,425.57	\$10,334.95	\$6,519.72	\$6,004.45	\$6,781.84	\$2,931.09	\$9,523.27		\$365,446.41								\$365
TOTAL REIMBURSABLES															\$1,800.00	\$300.00	\$1,150.00					\$3
TOTAL SUBCONSULTANTS																		\$27,850.00	\$15,000.00	\$6,000.00	\$7,000.00	\$55
TOTAL FEE																						\$424