

AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND MICHAEL BAKER
INTERNATIONAL, INC.

This Fourth Amendment ("Amendment No. 4") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Michael Baker International, Inc., a Pennsylvania corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of April 20, 2021 ("Effective Date").

RECITALS

A. On January 3, 2017, the City and Consultant entered into an agreement for professional services for the Consultant to provide design services for the Aviation Boulevard to Artesia Boulevard Southbound to Westbound Right Turn Lane Improvement Project ("Agreement");

B. On August 8, 2018, the Parties entered into Amendment No. 1 to the Original Agreement.

C. On July 8, 2019, the Parties entered into Amendment No. 2 to the Original Agreement.

D. On December 22, 2020, the Parties entered into Amendment No. 3 to the Original Agreement. The Original Agreement, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3 is referred to herein as the "Agreement".

E. The Parties now desire to amend the Agreement to 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:

Section 1. Section 3.A of the Agreement is hereby revised to increase the Maximum Compensation amount by \$32,240.00, for a new Maximum Compensation of \$ 252,781.00.

Section 2. Exhibit A (Scope of Services) of the Agreement is hereby amended to include additional services by adding the services set forth on the attached Exhibit A (Scope of Services) attached to this Amendment No 4. Exhibit B (Approved Fee Schedule) of the Agreement is hereby amended by adding the attached Exhibit B (Approved Fee Schedule) of this Amendment No. 4 to the Approved Fee Schedule.

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

Approved for use 2/15/20

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 4 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:

City of Manhattan Beach,
a California municipal corporation

Consultant:

Michael Baker International, Inc.,
a Pennsylvania corporation

By: _____
Name: Bruce Moe
Title: City Manager

By: _____
Name: Darren Riegler
Title: Senior Vice President

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: Carrie Tai
Title: Acting Public Works Director

EXHIBIT A SCOPE OF SERVICES

DESCRIPTION OF ADDITIONAL SERVICES

Item #1: Meetings

Michael Baker's project manager and project engineer will attend the preconstruction meeting with the Contractor, City, and Construction Inspector and be available to answer any design related questions. This will be helpful in the knowledge transfer from the design to the construction team.

Michael Baker's project manager and project engineer will visit the site twice during the construction phase. This will help resolve any challenges that the Contractor and Inspector need to resolve.

Item #2: Answer Contractor RFIs during Construction

Michael Baker will respond to design-related Requests for Information (RFIs) during the construction process. Michael Baker will review design-related submittals, shop drawings, and requests for change orders. The City's construction inspector will still assume responsibility for reviewing all submittals and shop drawings against the project plans and specifications. Michael Baker will prepare any necessary delta revisions on the plans during construction under this task.

Item #3: Prepare As-Built Plans

Michael Baker will prepare As-Built plans after construction is complete, based upon the information provided by the Construction Management (CM) team, and based upon changes made to the plans during construction (Delta Revisions). These as-built plans will be provided to the City for their files.

Tasks are to be performed per the City's request only.

Key Personnel for the additional engineering services during the construction phase of the project include:

- Eric Spangler, Senior Project Manager
Telephone: (949) 855-3657
Email: eric.spangler@mbakerintl.com
- Jerusalem Verano, Civil Engineer II
Telephone: (909) 974-4938
Email: Jerusalem.Verano@mbakerintl.com
- Patrick Tierney, Civil Designer
Telephone: (949) 855-5762
Email: Patrick.Tierney@mbakerintl.com

**EXHIBIT B
APPROVED FEE SCHEDULE**

TASK	Michael Baker International				Total Cost
	Senior Project Manager	Civil Engineer II	Civil Designer	Michael Baker Total Hours	
Hourly Rates	\$270	\$155	\$130		
1.0 Meetings	12	12		24	\$5,100
2.0 Answer Contractor RFIs during Construction	8	60	80	148	\$21,860
3.0 Prepare As-Built Plans	2	16	12	30	\$4,580
TOTAL HOURS	22	88	92	202	
PROFESSIONAL LABOR FEE	\$5,940	\$13,640	\$11,960		\$31,540
MILEAGE, REIMBURSABLES, and OTHER DIRECT COSTS					\$700
TOTAL PROJECT FEE					\$32,240