

**SECOND AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND MOFFATT & NICHOL**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Second Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Moffatt & Nichol, a California Corporation ("Contractor").

WHEREAS, on September 6, 2016, the parties entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, on January 16, 2018, the parties entered into the First Amendment to the Agreement for Project Services between the City and Contractor (the "First Amendment") to add tasks for the Sport Fishing Pier Project ("SFP"), extend the Agreement to January 15, 2023, and increase the Contractor's compensation limit to \$881,963; and

WHEREAS, the parties desire to amend the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. Project Description and Scope of Services. Exhibits "A" and "A-1" of the Agreement are hereby amended to add Exhibit "A-2" to add tasks for the Basin 2 Sewer Pump Out Station Upgrade Project, Job No. 50310 and the Replacement of Harbor Patrol Docks Project, Job No. 70690 (collectively the "HPD Project"). Exhibit "A-2" is attached hereto and incorporated by reference.
2. Compensation. Exhibits "C" and "C-1" of the Agreement are hereby amended to add Exhibit "C-2" to reduce the allocated compensation limits for the SFP tasks 1A through 9A, by \$220,000 and provide that the Contractor shall be paid \$220,000 for the HPD tasks 1B through 7B. Exhibit "C-2" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibits "A-1" and "A-2".
3. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, the First Amendment, and this Second Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 5th day of May, 2020.

CITY OF REDONDO BEACH,
a California chartered municipal corporation

MOFFATT & NICHOL,
a California Corporation

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A-2"

SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall perform the following duties for the HPD Project.

A. TASK 1B—REGULATORY AGENCY PERMITTING

Provide support to complete the regulatory permitting process for the following agencies.

1. U.S. Army Corps of Engineers
2. California Coastal Commission
3. Regional Water Quality Control Board
4. California State Lands Commission
5. California Department of Fish and Wildlife

Assist with coordination with regulatory agencies to address comments and questions to obtain final permit approvals. Provide continuing professional services to support permit process including attendance and participation in meetings and hearings.

B. TASK 2B—GUIDE PILE AND GEOTECHNICAL DESIGN SERVICES

Retain a geotechnical engineering sub-consultant to obtain geological recommendations for the design of the new dock concrete guide piles and the testing associated with the possible reuse of existing guide piles. Provide structural designs to estimate the capacity of the existing and new guide piles for use with a new dock system and submit engineering calculations in a Geotechnical Soils Investigation Summary Report, which will be submitted to City.

1. Retain a geotechnical engineer Earth Mechanics, Inc. (EMI) to provide a memorandum with geotechnical information and recommendations specific to this project. Drill up to 10 Vibracore borings to collect the upper 15 feet of soil characteristics on the landside to be drilled. Summarize data collected from nearby similar projects to develop recommendations and summarize in the report.
2. Conduct Echo-Sounding field tests to determine the in-situ pile embedment depths of existing piles by striking the pile with a hammer and measuring the speed of impact waves transmitted into the ocean floor with an accelerometer.
3. Utilize LPILE software for geotechnical recommendations about pile capacities.

C. TASK 3B - EXISTING PILES STRUCTURAL EVALUATION

Perform an evaluation and assessment of the existing concrete guide pile's structural condition and capability to meet current code compliance for the new dock alignment. The evaluation will include an above-water pile load test, an above-water and under-water visual & surface assessment, and review of the as-built drawings for existing design capabilities.

D. TASK 4B - PREPARATION OF CONSTRUCTION DOCUMENTS

Prepare plans, specifications, estimates of probable construction cost, and necessary bidding documents for the Project. City, in its discretion, may issue these documents for competitive bidding.

1. Complete Construction Documents (60%, 90%, and 100%). Use the conceptual level (30%) CUP plans approved at the March 9th, 2020 Harbor Commission Meeting to prepare the 60%, 90%, and 100% plans. Include the following plan sheets in the design drawing package.
 - a. Cover Sheet
 - b. General Notes and Project Requirements
 - c. Demolition Notes, Plan, and Details
 - d. Floating Dock Replacement Plan(s), Sections, and Details
 - e. Electrical System Plans, Feeder Schedules, and Details
 - f. Potable Water Distribution Plans, Sections, and Details
 - g. Sewage Pump-out System Plans, Sections, and Details
 - i. Plans will include general layouts, demolition plans, and structural sheets of the dock and general performance specification details. Plan view sheets and typical sections will also be required for the utility upgrades. Additional engineering information and permit conditions developed throughout the design process from 60%, 90% and 100% plans to be included in the complete set.
 - ii. Submit construction documents to the City's Building Department for plan check approval. Provide coordination to respond to comments and clarify the design intent.
2. Prepare Engineering Design Calculations. Include the calculation package with the construction documents as part of the building permit package. Include the following components in the building permit package.
 - a. Sewage Pump-out System Plans, Sections, and Details
 - b. Prepare Basis of Design criteria. Reference relevant codes and provide a synthesis of engineering criteria for the site.
 - c. Prepare structural calculations for dock guide pile improvements to accommodate the proposed dock improvements. Comply with current design codes, coordinate with City and City Staff to define vessel loads, and coordinate soil loading on piles with geotechnical engineer.
 - d. Provide engineering design for dock utility improvements including marine electrical, security lighting, potable water distribution, and vessel sewage pump-out.

3. Complete Supplementary Technical Specifications (60%, 90%, and 100%). Include the specifications will be prepared to describe and quantify construction methods and materials to the contractor.
4. Complete Estimate of Probable Construction Costs and Schedule (60%, 90%, and 100%). Include modifications from the City's review and comments as the cost estimates and schedule progress from the 60%, 90%, and 100% design.

E. TASK 5B - BID AND CONSTRUCTION SUPPORT SERVICES

1. Attend the pre-bid meeting of the City awarded contractor ("Awarded Contractor").
2. Respond to potential bidder requests for clarification on drawings or specifications.
3. Evaluate the bids for conformance to requirements. Review up-to four (4) bids.
4. Set up meetings to discuss bids and bidder selection.
5. Prepare final Conformed Construction Documents that reflect changes made during the bidding process. Provide Record Drawings based on the Awarded Contractor's markup of the final construction documents.
6. Attend Awarded Contractor's construction kick-off meeting.
7. Respond to Contractor's Request for Information (RFIs). This assumes response up to ten (10) RFIs based on the anticipated construction scope, approximately two (2) hour per RFI.
8. Review Contractor submittals for materials – respond up to 5 submittals based on the anticipated construction scope, approximately four (4) hours per Submittal.
9. Perform site visits to ensure design intent is carried out in the field.
10. Prepare Record Drawings of the installation based on the bid documents and mark-ups from the Contractor As-Built submittals.
11. Geotechnical engineering to be retained during construction to observe new pile installations.

F. TASK 6B - PROJECT MANAGEMENT SERVICES

Provide general coordination and administrative support during the HPD planning, design, and permitting prior to construction/installation. Coordinate with City staff, subconsultants, and contractors, attend meetings to clarify design intent and discuss recommendations.

G. TASK 7B - PREPARE GRANT FUNDING APPLICATION

Prepare and submit one application for grant funding, including preparing the application and supplemental grant documentation, and coordinating with agencies to respond to comments for the preparation of one state or federal grant program application for the public-use boater sewage pump-out facilities. Duties under this task include the following.

1. Research existing client funding mechanisms (private equity, loan, federal, state, etc.);
2. Research existing client funding goals and timeline for construction;
3. Assist with data gathering and wording for the grant application, provide exhibits, and complete sections of the grant application as appropriate;
4. Attend a site visit, as required by grant funding agencies;
5. Participate in consultation(s) with the issuing agency to clarify directions for proper grant application preparation; and
6. Submit the final application to the selected grant issuing agency in accordance with its submittal procedure and schedule.

H. DELETION OF PRIOR TASKS

The following tasks shall be deleted from the Consultant's scope of work.

Task	Description	Project
Task 7A	Preparation of Contract Documents and Engineer's Estimate	SFP
Task 8A	Bidding and Construction Support Services	SFP

EXHIBIT “B-2”

SCHEDULE FOR COMPLETION

TERM. The term of the Agreement shall be extended to April 20, 2025, unless otherwise terminated herein.

EXHIBIT “C-2”

COMPENSATION

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below.

A. **AMOUNT.** Consultant shall be paid in accordance with the attached schedule (“Attachment 1”).

B. **REIMBURSABLE EXPENSES.** Consultant will be reimbursed for the expenses provided in the attached schedule; provided, however, that Consultant obtains prior written approval from the City Engineer or designee. Consultant shall provide receipts for the expenses and prepare a reconciliation of the expenses.

C. **NOT TO EXCEED AMOUNT.**

1. SFP. Consultant’s not to exceed compensation allocated for the SFP Project shall be reduced or increased as set forth below.

TASK	DESCRIPTION	REVISED NOT TO EXCEED AMOUNT	ORIGINAL NOT TO EXCEED AMOUNT	REDUCTION/ INCREASE
TASK 1A	DATA COLLECTION & ASSESSMENT	\$ 151,963	\$ 160,132	\$ (8,169)
TASK 2A	PUBLIC OUTREACH AND GRANT ASSISTANCE	\$ 50,000	\$ 35,944	\$ 14,056
TASK 3A	DESIGN OF NEW SPORT FISHING PIER	\$ 108,000	\$ 107,970	\$ 30
TASK 4A	ENVIRONMENTAL PROCESSING AND PERMITTING	\$ 25,000	\$ 43,573	\$ (18,573)
TASK 5A	PREPARATION OF CONTRACT DOCUMENTS	\$ 75,000	\$ 179,272	\$ (104,272)
TASK 6A	PROJECT MANAGEMENT & MEETINGS	\$ 28,000	\$ 27,430	\$ 570
TASK 7A	PREPARATION OF ENGINEER’S ESTIMATE	\$ -	\$ 10,192	\$ (10,192)
TASK 8A	BIDDING AND CONSTRUCTION SUPPORT SERVICES	\$ -	\$ 53,450	\$ (53,450)
TASK 9A	ARCHITECTURAL SERVICES	\$ 35,000	\$ 75,000	\$ (40,000)
TOTAL AMOUNT OF COMPENSATION REDUCED				\$ (220,000)

2. HPD. Consultant’s compensation for the HPD Project shall not exceed the following amounts.

TASK	DESCRIPTION	NOT TO EXCEED AMOUNT
TASK 1B	Regulatory Agency Permitting	\$ 20,000
TASK 2B	Guide Pile & Geotechnical Design Services	\$ 40,000
TASK 3B	Existing Piles Structural Evaluation Load Testing	\$ 20,000
TASK 4B	Preparation of Construction Documents	\$ 75,000
TASK 5B	Bid and Construction Support Services	\$ 30,000
TASK 6B	Project Management Services	\$ 20,000
TASK 7B	Prepare Grant Funding Application	\$ 15,000
TOTAL AMOUNT FOR HPD TASKS		\$ 220,000

Consultant's total limit on compensation, including without limitation, services, expenses, materials, labor, shipping, and tax shall remain in the amount of \$881,963.

D. METHOD OF PAYMENT. Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.

1. Task number.
2. All personnel who performed work on the Task Proposal.
3. Description of the work performed.
4. Number of hours worked.
5. Hourly rate.
6. All City approved and documented subcontractor invoices.
7. If applicable, expenses incurred.

Invoice must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City. If no work is performed in a given month, no invoice is required. Within the approved amount(s) described in Section C of this Exhibit "C" and written approval of the City, a portion of the amount from the line item of the task may be allocated to another line item task so long as the total amount approved is not exceeded.

E. SCHEDULE FOR PAYMENT. City agrees to pay Consultant within thirty (30) days of City's receipt of the monthly invoice; provided, however, that payments by City shall not exceed the proportion of the task completed, and payment for each task shall not exceed the amounts described in Section C of this Exhibit "C".

F. NOTICE. Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Moffatt & Nichol
4225 E. Conant Street

Long Beach, CA 90808
Attn: Jerry Holcomb

City:

City of Redondo Beach
Public Works Department, the Engineering Division
415 Diamond Street
Redondo Beach, CA 90277
Attn: Andy Winje

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by certified or registered mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

ATTACHMENT 1



RATE SCHEDULE FOR PROFESSIONAL SERVICES

	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
PROFESSIONALS	Supervisory Engineer/Scientist	\$ 242.00
	Senior Engineer/Scientist	\$ 222.00
	Engineer/Scientist III	\$ 207.00
	Engineer/Scientist II	\$ 182.00
	Engineer/Scientist I	\$ 162.00
	Staff Engineer/Scientist	\$ 129.00
TECHNICIANS	Senior Technician	\$ 178.00
	Designer	\$ 167.00
	CADD II	\$ 141.00
	CADD I	\$ 105.00
CLERICAL	Word Processing	\$ 105.00
	General Clerical	\$ 82.00
SPECIAL	Principal Engineer/Scientist	\$ 266.00
	Deposition & Trial Testimony	\$ 350.00

REIMBURSABLE EXPENSES (Unless Otherwise Provided in Written Agreement)

Subcontracts or Outside Services		Cost +15%
Reproductions	-In House	
	Mylar Plots (B/W)	\$2.00/SF
	Color Plots	\$4.00/SF
	Vellum Plots (B/W)	\$1.00/SF
	Bond Plots (B/W)	\$0.50/SF
	Drawing Reproduction	Cost +15%
	Document Reproduction	\$0.10/sheet
	-Outside Reproduction	Cost +15%
Travel	Company Auto	Prevailing IRS