

**First Amendment to Agreement between
The City of Lomita and Hazen and Sawyer
for Design Services for the Downtown Lomita Multi-Benefit Stormwater Project**

This First Amendment to the Agreement is made and entered into between the **City of Lomita** ("City") and **Hazen and Sawyer** ("Contractor"). The City and Contractor mutually agree to amend the existing Agreement entered into on December 19, 2023 as follows:

RECITALS

A. On December 19, 2023, the City entered into an Agreement with Contractor for Design Services for the Downtown Lomita Multi-Benefit Stormwater Project ("Agreement") until all authorized work is completed to CITY's reasonable satisfaction.

B. The City and Contractor now desire to enter into this First Amendment to the Agreement to: (1) increase the total compensation of \$853,777.00 to \$1,069,517.00 and increase the total not-to-exceed amount of \$939,155.00 to \$1,176,469.00; and (2) to amend the Scope of Services to include additional work performed, as described in Exhibit A1, attached hereto.

NOW THEREFORE, pursuant to Section 31 of the Agreement, and in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **Subsection C of Section 1, entitled "Consideration and Compensation" is hereby amended to read as follows:**
As additional consideration, CITY agrees to pay CONTRACTOR an amount of \$1,069,517.00, the CONTRACTOR's estimated costs of its services, unless otherwise specified by written amendment to this Agreement. The City Council has also approved an additional 10% of these estimated costs, or up to \$106,952.00, for unexpected contingencies, or a total, not-to-exceed amount of \$ 1,176,469.00. If CONTRACTOR incurs expenses exceeding its estimated costs of \$1,069,517.00, the CONTRACTOR must request such expenses in writing, and the CITY's City Manager or his designee must approve of such requests, for CONTRACTOR to receive compensation for those costs.
2. **Exhibits.** The CITY and CONTRACTOR agree to add the services and activities set forth in Exhibit A1, entitled "Additional Scope of Work" and attached hereto, to Exhibit A, entitled "Scope of Services," to the Agreement.
3. All terms, conditions, and other provisions of the Agreement, including all exhibits, not affected by this First Amendment shall remain in full force and effect.
4. The parties agree that this First Amendment will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the 17th day of December 2024, at Lomita, California.

City of Lomita

Hazen and Sawyer

By _____
Andrew Vialpando, City Manager

By _____
Lynn Grijalva, Principal-in-Charge

Attest:

Approved as to Form:

Kathleen Horn Gregory, CMC, City Clerk

Trevor Rusin, City Attorney



Hazen and Sawyer
800 W. 6th Street, Suite 400
Los Angeles, CA 90017

December 12, 2024

Jennifer Howell
Principal-in-Charge
City of Lomita
24300 Narbonne Avenue
Lomita, CA 90717

Re: Additional Scope of Work and Fee Proposal

Dear Jennifer:

Hazen and Sawyer is pleased to submit this proposal for additional services described in Exhibit A1. Should you have any questions or concerns regarding the additional scope of work or the attached fee estimate, please feel free to contact me at (949) 726-6012 or cjansen@hazenandsawyer.com.

Sincerely

A handwritten signature in blue ink, appearing to read "Chris Jansen", with a stylized flourish at the end.

Chris Jansen, PE
Deputy Project Manager

A handwritten signature in blue ink, appearing to read "Lynn Grijalva", with a stylized flourish at the end.

Lynn Grijalva, PE
Principal-in-Charge

Enclosures:

Exhibit A1 – Additional Scope of Work
Exhibit B1 – Compensation

EXHIBIT A1
ADDITIONAL SCOPE OF WORK
FOR
DOWNTOWN LOMITA MULTI-BENEFIT STORMWATER PROJECT

Hazen and Sawyer (Hazen) agrees to perform the additional scope of work described herein, as requested by the City of Lomita for the Downtown Lomita Multi-Benefit Stormwater Project. These additional services are based on a modified conceptual design that involves a new infiltration gallery location, additional piping, and a pump station.

Task 1 – General Project Administration & Meetings

This task includes additional internal project coordination for Hazen with their subconsultants and key project staff, based on the additional services described below.

Task 4 – Geotechnical Investigations

Additional subsurface exploration will include an evaluation of three (3) 8-inch diameter hollow-stem auger borings (one boring up to 50-feet deep and two borings up to 30-feet deep) to assess soil gradation, moisture content, Atterberg Limits, USCS soil classification, and infiltration rates.

Following the field investigation, the project geotechnical report will be modified to include the results of the new boring explorations.

Additional subsurface utility investigations will also be required to verify the location, depth, and material of additional critical utilities. Up to two (2) additional potholes will be conducted for a total maximum of twelve (12) potholes.

Task 6 – Engineering Design

To complete the modified design, an additional 13 design drawings and associated specification sections are estimated, including four (4) mechanical sheets, six (6) electrical sheets, and three (3) instrumentation and control sheets. Additional hydraulic modeling is also required for the pump station design. The additional design will be included with the following three submittals: Preliminary 60% PS&E Submittal (Subtask 6.1), Pre-Final Submittal 90% PS&E (Subtask 6.2), and 100% Design (Subtask 6.3).

Task 14 – Survey

Additional topographic surveying is required for the extended project footprint, which includes additional length of pipeline and a larger infiltration gallery footprint.

EXHIBIT B1 COMPENSATION

The City of Lomita shall compensate Hazen for the services described in Exhibit A1 – Additional Scope of Work.

Compensation will be on a time and materials basis not to exceed **\$191,740.00** in accordance with the attached Fee Proposal. The not-to-exceed amount will not be exceeded without prior written authorization by the City of Lomita. Additional Tasks will not be performed by Hazen without prior written authorization by the City of Lomita.

Downtown Lomita Multi-Benefit Stormwater Project Fee Proposal for Additional Services

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