

**SECOND AMENDMENT TO THE SERVICE AGREEMENT WITH MICHAEL BAKER
INTERNATIONAL FOR LANDSCAPE DESIGN SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT WITH MICHAEL BAKER INTERNATIONAL ("AMENDMENT") is made and entered into this 9th day of July, 2024 between the City of Paramount, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and Michael Baker International with its primary office located at 5 Hutton Center Drive, Suite 550, Santa Ana, CA 92707 (hereinafter "CONTRACTOR") (collectively, "the Parties"), and amends that certain agreement between CONTRACTOR and CITY approved by the City Council on October 10, 2023 ("AGREEMENT").

RECITALS

WHEREAS, CITY and CONTRACTOR entered into an Agreement on October 10, 2023, whereby CONTRACTOR would provide the City with conceptual designs for Median Enhancement Project (City Project No. 9435); and

WHEREAS, CITY and CONTRACTOR entered into a First Amendment to that contract on April 23, 2024 to add additional services and modify the compensation; and

WHEREAS, CITY and CONTRACTOR each desire to amend the scope of services, compensation, and term of said Agreement as outlined in Exhibit C.

NOW, THEREFORE, BE IT AMENDED BY AND BETWEEN THE PARTIES AS FOLLOWS:

(A) 2. COMPENSATION

(a) Is hereby amended so that CITY agrees to pay CONTRACTOR an additional \$79,750 in full compensation for all additional services performed as outlined in Exhibit C. CITY agrees to reimburse CONTRACTOR for approved expenses in an amount **not to exceed \$137,675.**

(B) Full Force and Effect. Except as herein modified, all other provisions of the AGREEMENT dated October 10, 2023, and amended on April 23, 2024 shall remain unmodified and continue in full force and effect.

(C) Counterparts. This AMENDMENT may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one instrument. A facsimile signature shall be deemed an original signature.

IN WITNESS HEREOF, the CITY and CONTRACTOR have executed this AGREEMENT as of the date first herein above set forth.

CITY OF PARAMOUNT

MICHAEL BAKER INTERNATIONAL

By: _____
Annette C. Delgadillo, Mayor

By: _____
Richard Beck, Vice President

ATTEST:

By: _____
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: _____
John E. Cavanaugh, City Attorney

EXHIBIT C

June 24, 2024

Adriana Figueroa
Public Works Director
City of Paramount
16400 Colorado Avenue
Paramount, CA 90723

**Subject: City of Paramount Landscaped Medians Conceptual Design
Amendment #2**

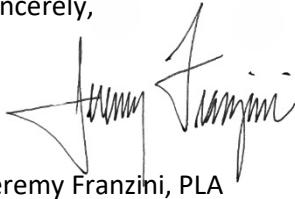
Dear Ms. Figueroa:

Michael Baker International appreciates the opportunity to continue to provide professional design services to the City of Paramount for developing design solutions for its landscaped medians.

Please find our Scope of Work and Fee for Contract Amendment #2 for your consideration. We are ready to start immediately upon receipt of your notice to proceed.

We look forward to continue working with you on your project. If you have any questions or would like to discuss our proposal in further detail, please contact me at (949) 472-3415 or jfranzini@mbakerintl.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeremy Franzini', with a stylized flourish at the end.

Jeremy Franzini, PLA
Department Manager – Landscape Architecture

**LANDSCAPE ARCHITECTURE
SCOPE OF WORK
AMENDMENT #2
LANDSCAPED MEDIANS DESIGN**

SCOPE OF WORK

Michael Baker (Consultant) will prepare construction documents suitable for bidding and constructing the landscape improvements within the existing medians on Downey Avenue from Monroe Street to Wilbarn Street for approximately 1.2 miles as shown in Exhibit A, Project Area. The improvements will occur within the existing median concrete curbs and will include the removal of existing median paving, planting, and irrigation and the installation of new decorative pavers, planting, and irrigation following the approved Median Concept Plans prepared under previous tasks.

Task 10: Site Visit and As-Built Drawing Confirmation

The City will provide irrigation as-built information for the medians prior to the site visit. The Consultant will conduct one field visit with City maintenance staff to review the accuracy of the as-built information. Downey Avenue does not have recycled water available, so the existing potable water meters will be reused. It is assumed that the existing irrigation equipment after the water meters will be removed and upgraded to a new irrigation design complying with California's water conservation requirements and new water meters or electrical services for irrigation controllers will not be needed as part of this project.

Task 11: Construction Documents

The Consultant will obtain high resolution aerial photography to use as the base files but will not be responsible for the accuracy of the information since topographic survey and utility research is not part of this scope of work. The proposed improvements will occur within the existing landscaped medians and new median curbs or new raised medians are not included within this scope of work. This task includes three (3) submittals to the City for review and approval prior to bidding: 90% complete plans, 100% complete plans, and Final Signed plans. For each submittal, the Consultant will submit the following:

Title Sheet

Consultant will prepare a Title Sheet showing the project name, vicinity map, location map, project address, project directory, sheet index, and pertinent standards for the Contractor to follow.

Demolition Plans

Consultant will prepare 1"=20' scale demolition plans indicating which existing features will be removed or protected-in-place, including but not limited to median paving, curbs, signs, lights, utilities, and trees. The existing trees will be protected-in-place unless directed to be removed by

the City where the trees may be causing damage to the roadway, do not appear healthy, or do not meet the characteristics of the new landscape concepts.

Planting / Hardscape Plans, Details, and Legend

Consultant will prepare 1"=20' scale planting plans in AutoCAD indicating the species, quantity, and size of plant material to be used based on the approved Median Concept Plans. A planting legend and planting details will be included as part of this task.

Irrigation Plans, Details, and Legend

Consultant will prepare 1"=20' scale irrigation plans in AutoCAD indicating type of irrigation equipment to be used after the water meter, such as the backflow preventer, master valve, pipe, sleeves, valves, quick-couplers, and low-precipitation rate dripline or bubblers. The irrigation design will comply with local Water Conservation requirements. An irrigation legend, irrigation details, and water use calculations will be included as part of this task.

Technical Specifications

Consultant will prepare the Specification Special Provisions portions of the construction specifications suitable for bidding and awarding the hardscape, planting, and irrigation improvements. The specifications will be prepared in the "Greenbook" Standard Specifications for Public Works Construction format. The City will be responsible for preparing the General Provisions of the Specifications and will prepare the entire specifications document for bidding.

Opinion of Probable Construction Costs

Consultant will provide an Opinion of Probable Construction Costs based on the hardscape, planting, and irrigation construction drawings.

Task 11.1: 90% Construction Documents

Consultant will prepare 90% complete construction documents using the City's title block for City review. The Consultant will attend one meeting with the Median Committee to present the construction documents.

Task 11.2: 100% Construction Documents

Consultant will incorporate comments provided by the City and Median Committee from the 90% submittal and will submit 100% complete construction documents.

Task 11.3: Final Construction Documents

Consultant will incorporate comments provided by the City from the 100% submittal and will submit final, signed construction documents suitable for bidding and construction.

Task 12: Bid and Construction Support

It is assumed that the City will complete the bid documents, advertise the project for bidding, and distribute the plans to prospective bidders. Consultant will provide bid service assistance in the form of answering questions from bidders, providing information to the City for bid addendums, attendance at one (1) pre-bid meeting, and assistance with distributing information.

Consultant will provide construction phase design support services. It is assumed that the City will use its own Construction Manager or Resident Engineer to oversee the project construction and the Consultant's duties and responsibilities at the project site will be in a support role to the City in dealings with the Contractor.

The Consultant will review submittals, shop drawings, RFI's, product data, samples, and other submittals for conformance with the intent of the Contract Documents. Consultant will attend up to three (3) construction field meetings when requested by the City.

At the 100% completion of all improvements, the Consultant will conduct a final field review and comment on the improvements for conformance with the plans and specifications. Consultant will provide written direction in the form of a punch list of items to be corrected before final acceptance.

Consultant will prepare CAD "As-Built" Record Drawings based on the approved redline set of field changes and revisions as provided by the Contractor and approved by the City. The revised plans Record Drawings will be provided to the City for their records.

SCOPE OF WORK EXCLUSIONS

- As-Built drawing or utility research
- Plant surveys or existing tree evaluation
- Grading and drainage plans
- Topographic survey / boundary mapping
- Utility research
- Soils testing or analysis
- Storm Water Pollution Prevention Plan (SWPPP) or Storm Water Quality Management Plan (SWQMP)
- Traffic control plans
- Street improvements
- Electrical plans, electrical services/connections, or lighting design
- Construction management / Resident Engineer
- Environmental clearances
- Permits or fees
- Plan processing or submittals to outside agencies
- Any other services not specifically set forth in the above Scope of Work

FEE

<u>Item</u>	<u>Description</u>	<u>Fee</u>
Task 10:	Site Visit and As-Built Drawing Confirmation	\$2,575
Task 11.1:	90% Construction Documents	\$37,915
Task 11.2:	100% Construction Documents	\$15,540
Task 11.3:	Final Construction Documents.....	\$8,560
Task 12:	Bid and Construction Support.....	\$14,560
	Reimbursable Expenses Allowance	\$600
Total.....		\$79,750

EXHIBIT A – PROJECT AREA

