

**AMENDMENT NUMBER ONE  
TO PROFESSIONAL SERVICES AGREEMENT  
WITH  
PENHALL COMPANY**

This Amendment Number One ("Amendment") is made and entered into this 3rd day of January, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and PENHALL COMPANY, a California corporation ("Consultant").

WHEREAS, City and Consultant entered into an agreement on November 23, 2020 for Consultant to provide maintenance of City property (the "Agreement"); and

WHEREAS, City desires to increase Consultant's fee schedule; and

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Consultant shall be paid according to the fee schedule set forth in the Agreement and Exhibit A of this Amendment.
2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
3. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.
4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

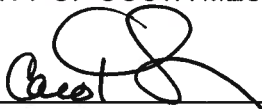
CONSULTANT

  
\_\_\_\_\_  
Signature

Date: 1-12-23

*Anthony Andrews Branch Manager*  
\_\_\_\_\_  
Name and Title

CITY OF COSTA MESA

  
\_\_\_\_\_  
Carol Molina  
Purchasing Officer

Date: January 18, 2023

ATTEST:

Brenda Green 1/26/2023  
Brenda Green  
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow  
Kimberly Hall Barlow  
City Attorney

Date: 1/25/23

APPROVED AS TO INSURANCE:

Ruth Wang  
Ruth Wang  
Risk Management

Date: 1/25/23

APPROVED AS TO CONTENT:

Paul Mackinen  
Paul Mackinen  
Project Manager

Date: 01.24.2023

DEPARTMENTAL APPROVAL:

Raja Sethuraman  
Raja Sethuraman  
Public Services Director

Date: 1-24-23

**EXHIBIT A**  
**FEE SCHEDULE**



Concrete Sawing, Drilling, Scanning and Breaking

**PROPOSAL**

Date:	11/30/2022	Phone:	(714)754-5305
Attention:	Paul Mackinen/Stephanie Urueta	Fax:	
Company:	City of Costa Mesa	Email:	<a href="mailto:Stephanie.urueta@costamesaca.gov">Stephanie.urueta@costamesaca.gov</a>
Re:	Citywide Uplifted Sidewalk Grinding - PO#15970		

**Thank you** for the opportunity to submit this proposal for your consideration. I have listed below a scope of work outlining what is included in the quoted price. Please feel free to contact me with any questions. **Penhall Company** proposes to furnish labor and equipment to:

- ❖ **Price increase due to Prevailing/Union Wage increase, equipment increase, cost of material/fuel**

DESCRIPTION	LENGTH (SF)	WIDTH	THICKNESS	QTY	RATE	AMOUNT
Original price per LF						<b>\$9.95/LF</b>
New price per LF						<b>\$14.95/LF</b>
<b>ADD-ON CHARGES: if applicable, per employee</b>						
Add-on Penhall Laborer to operate slurry vacuum						
Nonproductive Time: for standby and/or orientations					\$120/hr	
Cancellation or reschedule within 24-businessday-hours				1	\$550	
One-time charge: project enrollment package (Certificates of insurance, OCIP, DIR uploads, etc.)				1	\$550	

Orientation, badging and drug testing, parking fees, permitting, utility location, call before you dig, temporary walls and barricades, bonding, liquidated damages, retainage, layout, cleaning and power washing are all excluded. The price is based on one mobilization only and continuous, clear and unobstructed access to the work. If the scope changes or quantity, dimensions or thickness exceed those qualified herein, additional charges will apply. The Proposal Price does not include sales tax, use tax, excise tax, business tax, or other similar taxes or duties. Customer shall pay all such taxes in addition to the Proposal Price, or, alternatively, shall provide Penhall with acceptable proof of tax exemption. Customer understands and agrees that Penhall's Standard Terms and Conditions (which are available on Penhall's website ([www.penhall.com/us/standard-terms-conditions](http://www.penhall.com/us/standard-terms-conditions)) or by request) are incorporated by reference into this Proposal and shall apply, in addition to the terms of this Proposal, to all transactions between Customer and Penhall related to this Proposal. A 5% Environmental Fee and 5% Fuel Surcharge will be added to all invoices.

- **DIR # 100000860 LICENSE# 568673**

**PROPOSAL IS BASED ON THE EXCLUSIONS AND CONDITIONS BELOW. PLEASE READ CAREFULLY**

*Additional charges will apply with change of conditions.*

- Proposal expires after 30 days if not accepted in the same period.
- Based on unit pricing. Quantities invoiced will be from actual field measurements.
- Any non-productive time caused by others (i.e., layout, inaccessibility, etc.) will incur additional cost at applicable hourly rates.
- Night, weekend and holiday work will incur additional charges.
- All layouts shall be provided by the Contractor and clearly marked to the satisfaction of Penhall.
- Penhall Company is not responsible for any water damage that may occur.
- Quote is based on overcut being left on the remaining concrete, unless otherwise noted.
- One mobilization is included. Additional mobs may incur an additional charge.
- All protection of surrounding area including walls, floors, finishes, furniture, fixtures and equipment is excluded. All cleaning is excluded.
- Covering of holes and openings for safety purposes is excluded.
- Layout, access, protecting public from harm's way, shoring and bracing, traffic control and barricades, and locating, cutting, capping and protection of utilities is excluded.
- Customer understands that Penhall Company may need to revise the Scope of Work and/or Proposal Price based on actual site conditions.
- Penhall Company shall not be bound by the Scope of Work and Proposal Price set forth herein unless and until a site visit has been performed and site conditions have been evaluated by Penhall Company. Quantities are estimated. Invoicing is based on actual field measured quantities.
- This proposal shall be incorporated as an Exhibit of any subcontract or purchase order for work contained here-in. Notwithstanding anything to the contrary contained in any Subcontract, the General Contract, the General Terms and Conditions and/ or any other Contract Document related hereto, the Penhall Proposal attached to the contract as an Exhibit incorporated into the contract shall supersede any such inconsistent or contrary. In the event of a partial acceptance of the work proposed a revised proposal would be provided for incorporation into the agreement document.
- All work performed by Penhall Company and ordered (verbally or written) by the Contractor prior to mutually signing an agreement including initializing all changes shall be governed by this proposal.
- Due to the circumstances presented by COVID-19, Penhall Company reserves the rights to require an extension of schedule or additional compensation in the event that local, state or federal requirements mandates, or customer requirements impose additional requirements with respect to Penhall's work. This may include, without limitation, schedule adjustments required by requirements that Penhall only supply employees with proof of vaccination. Penhall can make no guaranty that it will be able to maintain project schedules under such circumstances. In addition, in the event that COVID-19 testing is required, Penhall will require that the costs of such testing, as well as downtime or non-productive time related to such testing, be billed on a time and material basis.

Please sign and e-mail to [dlima@penhall.com](mailto:dlima@penhall.com) upon acceptance. A signed proposal is required prior to Penhall mobilization.

<b>Accepted by:</b>		<b>Submitted by:</b>	Danny Lima
<b>Title:</b>			Account Manager
<b>Company:</b>		<b>Cell Number:</b>	(818)447-7746
<b>Date:</b>		<b>Date:</b>	11/30/2022