

1 THIRD AMENDMENT TO CONTRACT NO. 33418

2 **33418**

3 THIS THIRD AMENDMENT TO CONTRACT NO. 33418 is made and  
4 entered, in duplicate, as of December 6, 2016, for reference purposes only, pursuant to a  
5 minute order adopted by the City Council of the City of Long Beach at its meeting held on  
6 April 1, 2014, by and between MIKE PRLICH & SONS, INC., a California corporation  
7 ("Contractor"), whose address is 5103 Elton Street, Baldwin Park, California 91706, and  
8 the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City and Contractor entered into Contract No. 33418 wherein  
10 Contractor agreed to provide the work described in Plans and Specifications No. G-302;  
11 and

12 WHEREAS, City and Contractor entered into a First Amendment to Contract  
13 No. 33418 to extend the term to December 31, 2015; and

14 WHEREAS, City and Contractor entered into a Second Amendment to  
15 Contract No. 33418 to extend the term to December 31, 2016; and

16 WHEREAS, City and Contractor again wish to extend the term; and

17 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
18 conditions herein contained, the parties agree as follows:

19 1. Section 4 of Contract No. 33418 is hereby amended to read as follows:

20 "4. TIME FOR CONTRACT. Contractor shall commence work on a date  
21 to be specified in a written "Notice to Proceed" from City for each Project or portion thereof.  
22 Each "Notice to Proceed" shall contain a Project Start Date. Contractor and City shall  
23 mutually agree to the Project Completion Date in writing within ten (10) days following the  
24 issuance of the "Notice to Proceed." All work identified in Specifications No. G-302 shall  
25 be completed prior to July 1, 2017, subject to strikes, lockouts and events beyond the  
26 control of Contractor. Time is of the essence hereunder. City will suffer damage if the  
27 work is not completed within the time stated, but those damages would be difficult or  
28 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lona Beach, CA 90802-4664

1 amount stated in the Contract Documents.”

2 2. Except as expressly modified herein, all of the terms and conditions  
3 contained in Contract No. 33418 are ratified and confirmed and shall remain in full force  
4 and effect.

5 IN WITNESS WHEREOF, the parties have caused this document to be duly  
6 executed with all formalities required by law as of the date first stated above.

MIKE PRLICH & SONS, INC., a California corporation

9 DECEMBER 16, 2016, 2016

By [Signature]  
Name Justin Malloy  
Title Manager

11 \_\_\_\_\_, 2016

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

“Consultant”

CITY OF LONG BEACH, a municipal corporation

16 Jan. 17, 2016

By [Signature]  
City Manager  
Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

“City”

19 This Third Amendment to Contract No. 33418 is approved as to form on

20 Jan. 4, 2016.

22 CHARLES PARKIN, City Attorney

23 By [Signature]  
Deputy