

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

1 FOURTH AMENDMENT TO AGREEMENT NO. 29587
2 **29587**

3 THIS FOURTH AMENDMENT TO AGREEMENT NO. 29587 is made and
4 entered, in duplicate as of June 7, ²⁰¹⁶ ~~2017~~, for reference purposes only, pursuant to a minute
5 order adopted by the City Council of the City of Long Beach at its meeting held on May 10,
6 2016, by and between CONCEPT MARINE ASSOCIATES, INC., A DIVISION OF
7 TRANSYSTEMS CORPORATION, a California corporation ("Consultant"), and the CITY
8 OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized construction management services
10 requiring unique skills to be performed in connection with the improvement of the Alamitos
11 Bay Marina; and

12 WHEREAS, the parties entered Agreement No. 29587 dated for reference
13 on January 1, 2006 (the "Agreement") whereby Consultant agreed to provide these
14 services; and

15 WHEREAS, on June 14, 2013, the parties entered the First Amendment to
16 Agreement No. 29587 to extend the term to December 31, 2015; and

17 WHEREAS, on April 21, 2015, the parties entered the Second Amendment
18 to Agreement No. 29587 to increase the contract amount and extend the term to December
19 31, 2017; and

20 WHEREAS, on September 9, 2015, the parties entered the Third
21 Amendment to Agreement No. 29587 to extend the term to December 31, 2019, add to the
22 scope of work and increase payment for services by \$1,463,060 for a not to exceed
23 payment amount to \$8,036,549; and

24 WHEREAS, the parties desire to amend and include additional services to
25 the Scope of Work attached to the Agreement and increase the Agreement amount by
26 \$178,477 for a total not to exceed amount of \$8,214,996;

27 NOW, THEREFORE, in consideration of the mutual terms and conditions in
28 the Agreement and herein, the parties agree as follows:

1 1. Section 1.A. of Agreement No. 29587 is amended in its entirety to read
2 as follows:

3 “1. SCOPE OF WORK OR SERVICES.

4 A. Consultant shall furnish specialized services more particularly set forth
5 in Exhibit "A", attached hereto and incorporated herein by this reference, in accordance
6 with the standards of the profession, and the City shall pay \$178,477 for said services in
7 the manner described below, for a total contract amount not to exceed Eight Million Two
8 Hundred Fourteen Thousand Nine Hundred Ninety-Six Dollars (\$8,214,996), at the rates
9 or charges described in Exhibit "B", attached hereto and incorporated herein by this
10 reference. The City will pay no more per task, or grouping of tasks, than the amount
11 associated with such task or grouping of tasks that is identified on Exhibit "A". If Consultant
12 anticipates that Consultant will exceed any amount associated with a task or grouping of
13 tasks on Exhibit "A", then Consultant shall immediately give notice to the Director of Parks,
14 Recreation and Marine of the City ("Director"). Consultant's failure to notify the Director
15 shall be deemed a waiver of all of Consultant's claims for additional compensation relating
16 to that task or grouping of tasks. After receipt of such notice, the Director will notify
17 Consultant whether or not to proceed after authorization from the City to amend this
18 Agreement.”

19 2. The Scope of Work in Exhibit "A" to the Agreement is hereby amended
20 to include additional services more particularly described in Exhibit "A-2", attached hereto
21 and incorporated by this reference.

22 3. The Fees/Charges set forth in Exhibit "B" to the Agreement are hereby
23 amended to include additional fees more particularly described in Exhibit "B-2", attached
24 hereto and incorporated by this reference.

25 4. Except as expressly amended herein, all terms and conditions in
26 Agreement No. 29587 are ratified and confirmed and shall remain in full force and effect.

27 ///

28 ///


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

CONCEPT MARINE ASSOCIATES, INC.,
A DIVISION OF TRANSYSTEMS
CORPORATION, a California corporation

June 15, 2016

By 
Name Ayman Salama
Title Senior Vice President

_____, 2016

By _____
Name _____
Title _____

"Consultant"

CITY OF LONG BEACH, a municipal
corporation

Sept. 12, 2016

By 
City Manager
Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"City"

This Fourth Amendment to Agreement No. 29587 is approved as to form on

Aug 17, 2016.

CHARLES PARKIN, City Attorney

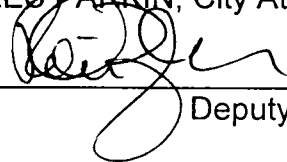
By 
Deputy

EXHIBIT “A-2”

Scope of Work



TranSystems Corporation
801 South Grand Ave., Ste. 210
Los Angeles, CA 90071
(562) 594-6974
(562) 594-6975 Fax

Exhibit A

CITY OF LONG BEACH ALAMITOS BAY MARINA FEE PROPOSAL TO PROVIDE CONCEPTUAL 30 PERCENT PLANS AND SPECIFICATION FOR NEW FUEL DOCK SYSTEM

SCOPE OF WORK

Project Understanding

The City of Long Beach wants to evaluate the Alamitos Bay Marina Fuel Dock infrastructure and dock system for replacement with a State of the Art concrete dock system. A new set of underground fuel tanks were installed and connected to the existing electrical main shore power's 4 kVA systems. There's an underwater cabling infrastructure that runs across the main channel of the Bay. The Alamitos Bay Marina Rehabilitation Project Construction Management Team has worked closely with Southern California Edison (SCE) to upgrade all the dock shore power to a 10 kVA system for Basins 1 through 3 which is bordered by Marina Drive. The Basins reconstruction of all docks and its landside electrical infrastructure incorporates conduit runs and wiring including but not limited to main switchgear and SCE supplied new transformers, all of which, have been connected to the main 10 kVA in the ABM parking lot pull boxes, by way of, Studebaker Street. Southern California Edison has proposed a future plan to underground the electrical infrastructure along the mole road out to the fuel dock peninsula eliminating the existing telephone poles and old pole transformers to provide a more redundant reliable power grid in the area. Currently the old 4 kVA will remain active until all restrooms, docks, and businesses have been connected to the new 10kVA system in the Alamitos Bay Marina property limits. This proposal is based on providing the following contract scope items:

A. Fuel Dock Systems; Infrastructure Assessment:

The tasks required of the consultants during the assessment of this proposed upgrade phase for the fuel dock shall include, but not be limited to, the following:

1. Perform preliminary analysis of the fuel dock tank installation project record drawings.
2. Perform preliminary analysis of the project site utility needs at mole road peninsula facilities.
3. Review existing utility locations and locate utility infrastructure layout.
4. Collect the pertinent data at the site and utilizing this information to prepare the recommendations for mechanical and electrical upgrades.
5. Technical specification for Fuel System: layout, codes and reference standards, design criteria establishment, preliminary sizing from connection at new fuel tanks

6. Provide bid support consisting of engineering support for bidder's RFIs and technical assistance in production of RFP.
7. Obtain landside and hydrographic surveys of the fuel dock area; determine dredging needs
8. Perform an above and underwater inspection of existing guide piles to determine their structural condition.
9. Assess Heritage Yacht, Navy Yacht Club and Fuel Dock utility infrastructure, electrical demands, and overall general conditions.
10. Attend meetings with third parties such as SCE, Verizon and LB Water Department.
11. Provide 30% conceptual plans to install new concrete dock float module system
12. Assist City staff in project budget analyses.
13. Coordinate the design process with all sub-consultants
14. Assist City Staff in obtaining Coastal Development Permit and ACOE Permit for the Fuel Dock Design/Build Project.
15. Assist City Staff in attaining grant for dock vacuum sewer system, if required
16. Develop opinion on probable construction costs

B. Professional Engineering Services

The Scope of Work is intended to provide professional engineering services to prepare a conceptual 30% plan set with specifications which would be used for regulatory agency permitting and bidding the project. The bid is anticipated to be in July 5, 2016. The new fuel dock should be designed to utilize concrete dock modules with the existing dock configuration layout. The maximum fuel pump docking area should be approximately 180' in length. Slips/Berths should accommodate a minimum of 4-30 foot boats. Double berthing is sufficient. The dock should be outfitted with 3 fuel pump stations (1 diesel and 2 gas) and a propane/CNG storage tank with a maximum capacity of 200 gallons. The new concrete dock system should be able to maintain the dead load of a 340 sq. ft. modular building and a 120 sq. ft. modular building for storage. Installation of a new aluminum gangway is required; minimum length of 30 ft. and a minimum width of 4.5 ft. Enclosed is a dimensional exhibit on the existing wooden fuel dock system for your use

Utility Location Services:

The consultant shall provide investigative locating technologies to identify underground utility infrastructure; survey existing conduit and power feeds along the mole road and Fuel Dock Peninsula.

Miscellaneous:

1. All documents prepared by the Consultants on behalf of the City shall become the sole property of the City of Long Beach.
2. If after a period of time, the City is not satisfied with the work of progress of the Consultant Representative, another CR shall be furnished. The CR, once selected, shall not be replaced unless approved by the City.

Exclusions:

1. 60/90 percent and final design plans for installation of concrete dock system
2. Building Plan check and permitting from City of Long Beach Building & Safety
3. Construction Management Services for design/build and/or design/bid/build
4. Material and Sediment testing for dredging operation; submittal to ACOE (Army Corps of Engineers).
5. Environmental and Geotechnical studies; if required, these tasks will be performed by design-build team.



Exhibit A

**CITY OF LONG BEACH
ALAMITOS BAY MARINA
FEE PROPOSAL TO PROVIDE ELECTRICAL INFRASTRUCTURE ASSESSMENT OF THE
FUEL DOCK AND MOLE ROAD**

FEE AND SCHEDULE

FEE

Our fee for the scope of work presented in Exhibit A is as follows:

Not to Exceed Fee: **\$139,803.00**

Our monthly billing will continue to be on a time and material basis.

EXTRA WORK

Work outside of the scope of work identified in Exhibit A shall be deemed extra work and will be billed on an hourly rate in accordance with Exhibit B. TranSystems will obtain written approval prior to commencing services outside the original scope.

PERFORMANCE SCHEDULE

We will begin work upon receipt of a written Notice to Proceed issued from the Department

EXHIBIT “B-2”

Rates or Charges



EXHIBIT B

TranSystems

FEE SCHEDULE

Two-Year Blended Rate Sheet

Professional and Technical Personnel Classifications

	Rate
Principal Project Manager	\$250
Principal Engineer	\$220
Senior Project Manager	\$210
Senior Electrical Engineer / Project Manager	\$200
Project Engineer	\$185
Cost Estimator	\$120
Staff Engineer	\$140
Inspector V	\$210
Inspector II	\$120
Structural Engineer IV	\$250
Principal / Architect V	\$325
Administrator III	\$135
Administrator II	\$110
Administrator I	\$90
Senior CAD Drafter	\$120

Other Services

Consultants, Special Equipment, Reproduction, Materials, and Other outside Charges:	Cost
Vehicle Transportation:	\$0.56 per mile

EXCEPTIONS AND GENERAL INFORMATION

1. The Scope of Work does not include payment of fees to Regulatory Agencies for applications, permits, reports or prints.
2. Changes in the Scope of Work will be deemed "Extra Services" and will be billed at the hourly rates presented in the above Fee Schedule, or at a negotiated price agreed upon prior to the performance of the services. The Consultant is required to obtain written approval prior to commencing services outside the original scope.
3. The Scope of Work does not include any reproductions or copies. All prints and reimbursable expenses, such as delivery charges and sub-consultants, will be invoiced at cost.
4. This proposal is valid for sixty (60) days from submittal.
5. Rates subject to escalation on all contract after January 1, 2017