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

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SECOND AMENDMENT TO AGREEMENT NO. 33464

33464

THIS SECOND AMENDMENT TO AGREEMENT NO. 33464 is made and entered, in duplicate, as of January 23, 2017, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on February 4, 2014, by and between VANIR CONSTRUCTION MANAGEMENT, INC., a California corporation ("Consultant"), with a place of business at 4540 Duckhorn Drive, Suite 300, Sacramento, California 95834, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with as-needed project management services; and

WHEREAS, City and Consultant entered into Agreement No. 33464 (the "Agreement") whereby Consultant agreed to provide these services; and

WHEREAS, City and Consultant entered into a First Amendment to the Agreement to increase the total not to exceed amount to \$1,200,000 and extend the term to February 4, 2017; and

WHEREAS, City and Consultant desire to increase the total not to exceed amount to \$1,350,000 and extend the term an additional one (1) year period;

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

> 1. Section 1.A. of the Agreement is hereby amended to read as follows:

"A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed One Million Three Hundred Fifty Thousand Dollars (\$1,350,000), at the rates or charges shown in Exhibit "B". Consultant shall not mark-up or otherwise up-charge to City any direct charges, including but not limited to charges for subconsultant services.

changes to the rates, charges or staff classifications shall be made only with the prior approval of City."

- 2. Section 2 of the Agreement is hereby amended to read as follows:
- "2. <u>TERM</u>. The term of this Agreement shall commence at midnight on February 5, 2014, and shall terminate at 11:59 p.m. on February 4, 2018, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner."
- 3. Except as expressly modified herein, all of the terms and conditions contained in Agreement No. 33464 are ratified and confirmed and shall remain in full force and effect.

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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 above.	
	VANIR CONSTRUCTION MANAGEMENT, INC., a California corporation
February 14 , 2017	By Sulle 1: A- Name Alexander V: Lean Title CFO
February 14 , 2017	By Ja Mehul Name Joseph MEHULA Title PRESIDENT
	"Consultant"
Feb. 21, 2017	CITY OF LONG BEACH, a municipal corporation By Substitute of the city Charter. City Manager THE CITY CHARTER.
•	"City" Assistant City Manager
This Second Amendment to Agreement No. 33464 is approved as to form on $2/(2)$, 2017.	
	CHARLES PARKIN, City Attorney By Deputy