

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

1 FIFTH AMENDMENT TO AGREEMENT NO. 34380

2 **34380**

3 THIS FIFTH AMENDMENT TO AGREEMENT NO. 34380 is made and  
4 entered, in duplicate, as of August 4, 2021, for reference purposes only, pursuant to a  
5 minute order adopted by the City Council of the City of Long Beach at its meeting on August  
6 3, 2021, by and between HARRIS & ASSOCIATES, INC., a California corporation  
7 (“Consultant”), with a place of business at 22 Executive Park, Suite 200, Irvine, California  
8 92614, and the CITY OF LONG BEACH, a municipal corporation (“City”).

9 WHEREAS, City and Consultant (the “Parties”) entered into Agreement No.  
10 34380 (the “Agreement”) whereby Consultant agreed to provide as-needed public works  
11 construction management and inspection services; and

12 WHEREAS, the Parties entered into a First Amendment to the Agreement to  
13 extend the term to August 31, 2020; and

14 WHEREAS, the Parties entered into a Second Amendment to the Agreement  
15 to add \$200,000 for a total not to exceed amount of \$1,200,000 and extend the term to  
16 August 31, 2021; and

17 WHEREAS, the Parties entered into a Third Amendment to the Agreement  
18 to add \$400,000 for a total not to exceed amount of \$1,600,000; and

19 WHEREAS, the Parties entered into a Fourth Amendment to the Agreement  
20 to add \$1,000,000 for a total not to exceed amount of \$2,600,000; and

21 WHEREAS, the Parties desire to add \$1,000,000 to the Agreement for a total  
22 not to exceed amount of \$3,600,000 and extend the term one (1) additional one-year  
23 period;

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

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

27 “A. Consultant shall furnish specialized services more particularly  
28 described in Exhibit “A”, attached to this Agreement and incorporated by this

1 reference, in accordance with the standards of the profession, and City shall pay for  
2 these services in the manner described below, not to exceed Three Million Six  
3 Hundred Thousand Dollars (\$3,600,000), at the rates or charges shown in Exhibit  
4 "B".

5 2. Section 2 of the Agreement is hereby amended to read as follows:

6 "2. TERM. The term of this Agreement shall commence at  
7 midnight on August 31, 2016, and shall terminate at 11:59 p.m. on August 31, 2022,  
8 unless sooner terminated as provided in this Agreement, or unless the services or  
9 the Project is completed sooner."

10 3. Except as expressly amended herein, all terms and conditions in  
11 Agreement No. 34380 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.

HARRIS & ASSOCIATES, INC., a California corporation

August 10, 2021

By [Signature]  
Name Lara Jennings  
Title Sr Director

\_\_\_\_\_, 2021

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

"Consultant"

CITY OF LONG BEACH, a municipal corporation

September 8, 2021

By [Signature]  
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER  
"City"

This Fifth Amendment to Agreement No. 34380 is approved as

September 1, 2021.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

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CERTIFICATE OF THE PRESIDENT AND CEO
OF
HARRIS & ASSOCIATES, INC.

Authorization to Enter into Contracts and Proposals

Pursuant to the authority granted by Section 5.3 of the Bylaws of Harris & Associates, Inc., a California corporation (Company), and the delegation of authority by the Board of Directors of the Company to the President and CEO, the undersigned, as President and CEO, hereby authorizes the individuals holding the positions named below to have the authority to enter into contracts and sign proposals and incur obligations in the amounts set forth below for contracts with acceptable risk.

The individuals named below holding the positions in Tier 1 may further delegate their authority to specific individuals who report directly to them for amounts up to \$1,000,000. The individuals named below holding the positions in Tier 2 may further delegate their authority to specific individuals who report directly to them for amounts up to \$500,000. This further delegation of authority must be in writing and approved by the CEO or appropriate Division President using the attached Delegation of Authority letter.

Tier 1. Contracts and Proposals in Unlimited Amounts

CEO, CPO, CBDO, COO, CFO, EEC Division President, and PM/CM Division President

Tier 2. Contracts and Proposals up to One Million Dollars (\$1,000,000)

- EEC Division: Vice President - Business Unit Leader, Senior Directors - Business Unit Leaders, Senior Director - Resources, Senior Director - PMO
PM/CM Division: Vice President, Senior Directors

IN WITNESS WHEREOF, the undersigned has executed this Certificate of the President and CEO as of this 15th day of July, 2021

[Handwritten signature of Lisa V. Larrabee]

Lisa V. Larrabee, President and CEO