

1 FIRST AMENDMENT TO AGREEMENT NO. 30889

2 **30889**

3 THIS FIRST AMENDMENT is made and entered, in duplicate, as of March
4 7, 2011 for reference purposes only, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting on March 1, 2011 by and between
6 BELLINGHAM MARINE INDUSTRIES, INC., a Washington corporation ("Consultant"),
7 with a place of business at 1205 Business Park Drive, Dixon, California 95620, and the
8 CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, the parties executed Agreement No. 30889 on October 6,
10 2008, wherein Consultant agreed to provide City with engineering design services for
11 Alamitos Bay Marina, Basin 4, which have continued to the present time; and

12 WHEREAS, now the parties desire to amend Agreement No. 30889 to
13 increase Consultant's scope of work to address unanticipated issues related to eelgrass
14 mitigation and mercury disposal, more particularly described in Exhibit "E;"

15 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
16 conditions in this Agreement, the parties agree as follows:

17 1. Section 1 of Agreement No. 30889 is hereby deleted and amended in its
18 entirety as follows:

19 "1. SCOPE OF WORK OR SERVICES.

20 A. Consultant shall furnish specialized services more particularly
21 described in Exhibit "A", attached to this Agreement and incorporated by this reference,
22 in accordance with the standards of the profession, and City shall pay for these services
23 in the manner described below, not to exceed One Million Four Hundred Ninety
24 Thousand Dollars (\$1,490,000.00), at the rates or charges shown in Exhibit "A-1".

25 B. In addition, Consultant shall furnish specialized services more
26 particularly described in Exhibit "E", attached to this Agreement and incorporated by this
27 reference, in accordance with the standards of the profession, and City shall pay for
28 those services in the manner described below, not to exceed One Hundred Thirty-five

1 Dollars (\$135,000.00), at the rates or charges shown in Exhibit "E-1".

2 C. Consultant may select the time and place of performance for
3 these services provided, however, that access to City documents, records, and the like, if
4 needed by Consultant, shall be available only during City's normal business hours and
5 provided that milestones for performance, if any, are met.

6 D. Consultant has requested to receive regular payments. City
7 shall pay Consultant in due course of payments following receipt from Consultant and
8 approval by City of invoices showing the services or task performed, the time expended
9 (if billing is hourly), and the name of the Project. Consultant shall certify on the invoices
10 that Consultant has performed the services in full conformance with this Agreement and
11 is entitled to receive payment. Each invoice shall be accompanied by a progress report
12 indicating the progress to date of services performed and covered by the invoice,
13 including a brief statement of any Project problems and potential causes of delay in
14 performance, and listing those services that are projected for performance by Consultant
15 during the next invoice cycle. Where billing is done and payment is made on an hourly
16 basis, the parties acknowledge that this arrangement is either customary practice for
17 Consultant's profession, industry, or business, or is necessary to satisfy audit and legal
18 requirements which may arise due to the fact that City is a municipality.

19 E. Consultant represents that Consultant has obtained all
20 necessary information on conditions and circumstances that may affect its performance
21 and has conducted site visits, if necessary.

22 F. CAUTION: Consultant shall not begin work until this
23 Agreement has been signed by both parties and until Consultant's evidence of insurance
24 has been delivered to and approved by the City."

25 2. Except as expressly amended herein, all of the terms, covenants,
26 and conditions in Agreement No. 30889 are ratified and confirmed and shall remain in full
27 force and effect.

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, 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 above.

BELLINGHAM MARINE INDUSTRIES, INC., a Washington corporation

March 11, 2011

By [Signature]

JAMES R. PUDER
Type or Print Name

_____, 2011

By _____

Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

4.4, 2011

By [Signature], Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"City"

This First Amendment is approved as to form on March 18, 2011.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

EXHIBIT E
AGREEMENT NO. 30889

CHANGE ORDER REQUEST 1 \$17,733.00

Includes proposal no. 09002 from Terra Costa Consulting Group. This work involves the drilling of two soil sample holes in the parking lot where the proposed Eelgrass Mitigation Area is to be located. Costs include the logging, laboratory testing, analysis and report preparation for these two holes.

CHANGE ORDER REQUEST 2 \$12,088.80

Includes additional hydrographic survey work in the vicinity of the proposed eelgrass area, as well as the necessary landslide survey control for the area.

CHANGE ORDER REQUEST 3 \$102,520.00

Includes work associated with Basin 1 site investigation for hazardous dredge sediments, detailed site sediment sampling and investigation, permit acquisition and dredging quantities analysis.