

THIRD AMENDMENT TO AGREEMENT NO. 29587
29587

THIS THIRD AMENDMENT TO AGREEMENT NO. 29587 is made and entered, in duplicate as of September 9, 2015, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on September 8, 2015, by and between CONCEPT MARINE ASSOCIATES, INC., A DIVISION OF TRANSYSTEMS CORPORATION, a California corporation ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

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

WHEREAS, the parties entered Agreement No. 29587 whereby Consultant agreed to provide these services; and

WHEREAS, the parties desire to amend and include additional services to the Scope of Work attached to the Agreement, extend the term, and increase the Agreement amount by \$1,463,060 for a total not to exceed amount of \$8,036,549;

NOW, THEREFORE, in consideration of the mutual terms and conditions in Agreement No. 29587 and herein, the parties agree as follows:

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

"1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly set forth in Exhibit "A", attached hereto and incorporated herein by this reference, in accordance with the standards of the profession, and the City shall pay for said services in the manner described below, not to exceed Eight Million Thirty-Six Thousand Five Hundred Forty-Nine Dollars (\$8,036,549), at the rates or charges described in Exhibit "B", attached hereto and incorporated herein by this reference. The City will pay no more per task, or grouping of tasks, than the amount associated with such task or grouping of

1 tasks that is identified on Exhibit "A". If Consultant anticipates that Consultant will exceed
2 any amount associated with a task or grouping of tasks on Exhibit "A", then Consultant
3 shall immediately give notice to the Director of Parks, Recreation and Marine of the City
4 ("Director"). Consultant's failure to notify the Director shall be deemed a waiver of all of
5 Consultant's claims for additional compensation relating to that task or grouping of tasks.
6 After receipt of such notice, the Director will notify Consultant whether or not to proceed
7 after authorization from the City to amend this Agreement."

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

10 "2. TERM. The term of this Agreement shall commence on January 1,
11 2014, and shall terminate on December 31, 2019, unless sooner terminated as provided
12 in this Agreement, or unless the services to be performed hereunder or the Project is
13 completed sooner."

14 3. The Scope of Work set forth in Exhibit "A" to the Agreement is
15 hereby amended to include additional services more particularly described in Exhibit "A-
16 1", attached hereto and incorporated by this reference.

17 4. The Fees/Charges set forth in Exhibit "B" to the Agreement is hereby
18 amended to include additional fees more particularly described in Exhibit "B-1", attached
19 hereto and incorporated by this reference.

20 5. Except as expressly amended herein, all terms and conditions in
21 Agreement No. 29587 are ratified and confirmed and shall remain in full force and effect.

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

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

6 September 28, 2015

By [Signature]
Name PAUL J. MAUER
Title President & COO

7 September 28, 2015

8 By [Signature]
Name Julie Engon
Title CEO/Secretary

9 "Consultant"

10 CITY OF LONG BEACH, a municipal
11 corporation

12 Dec. 10, 2015

13 By [Signature] EXECUTED PURSUANT
14 City Manager TO SECTION 301 OF
15 THE CITY CHARTER.

16 "City"

17 Assistant City Manager

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

19 October 21, 2015.

20 CHARLES PARKIN, City Attorney

21 By [Signature]
22 Deputy
23 ASSISTANT CITY ATTORNEY
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EXHIBIT “A-1”

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 REHABILITATION PROJECT FEE PROPOSAL TO EXTEND CONSTRUCTION MANAGEMENT SERVICES FOR 3 YEARS

SCOPE OF WORK

SUMMARY

TSC Staff will provide full time Construction Management Services for the Alamitos Bay Marina Rehabilitation Project as directed by the City of Long Beach. The remaining work includes, but is not limited to, SCE, Basin 2/3 Utilities, Basin 2 Docks, Basin 3 Docks, Basin 2 Landside Dry Boat Storage, Basin 2 and 3 Tree Relocation, Portable Sewer Dump Station and Waste Disposal Facility, Basin 6NDocks, 6S Docks and Basin 7 Docks and all landside utilities for Basins 6-7. We anticipate this proposed work schedule would commence on May 13, 2015, and extend for approximately 3 years. This proposal will extend our Construction Management Services on work included in the current design and schematic plans designated for construction at the above noted locations. This proposal is based on providing the following contract scope items for an additional 3 years:

Pre-Construction Project Construction Management

The tasks required of the consultant during the pre-construction phase of the projects shall include, but not be limited to, the following:

1. Perform preliminary analysis of the project dredging needs and seawall repair needs including potential solutions.
2. Perform preliminary analysis of the project utility needs.
3. Facilitate the project permitting with all regulatory agencies.
5. Assist City in the preparation of the design/build project phasing and design criteria; attend the meetings with the design/build team.
4. Provide phase planning coordination between third party entities including but not limited to Planning Dept., So. California Coastal Commission, SCE, Verizon, and LB Water Department
5. Review the design/build contract between the City and the contractor.
6. Conduct a constructability review of the plans and specifications.
7. Advise the City on the needs for permits, licenses, and bonds, and assist City staff with acquiring such.
8. Assist City staff in the design/build schedule.
9. Assist City staff in project budget analyses.

10. Assist the City in developing policies and procedures necessary for the orderly implementation of the construction of the multiple phases.
11. Implement an information control system for all submission to regulatory agencies by the consultant during the construction phase of the projects.
12. Maintain the cost control and accounting review system.

Construction Phase Construction Management

The tasks required of the consultant during the construction phase of the projects shall include, but are not limited to, the following:

1. Assist the City in coordinating all project participants.
2. Coordinate, monitor, and assist the City with the design and construction processes including adherence to regulatory agency special permit conditions to assure completion of subject schedules.
3. Coordinate the construction activities and schedules with the City and all impacted groups.
4. Conduct weekly meetings with the contractors and City staff to review the progress of work and look ahead at work to come. Provide detailed minutes for all meetings.
5. Maintain information control and cost control/accounting review systems developed in the pre-construction phase.
6. Review cost pricing and quotes submitted by the contractor for the various items of work. The consultant shall review the quotes and recommend subcontractors, when applicable, to the City for approval.
7. Monitor all project costs.
8. Collect and review all labor compliance documents from the contractors.
9. Coordinate or attend meetings with other City Departments or outside agencies when necessary.
10. Assist the City in responding to City Council and public inquiries or concerns regarding the construction.
11. Review all submittals, shop drawings, product data, samples and requests for substitution of equivalent products and materials.
12. Provide the City with analyses of changed conditions and development of corrective actions.
13. Negotiate change orders for approval by the City.
14. Approve all contractor progress payments.

Post-Construction Phase Construction Management

The tasks required of the consultant during the post-construction phase of the projects shall include, but are not limited to, the following:

1. At the request of the City, we will assist in the preparation of the final "record" construction drawings for the project.
2. Prepare all project documentation for storage.



Other Construction Management Services

Other construction management services to be provided hereunder shall include, but not be limited to the following:

Inspection

The consultant will be responsible for accepting the contractors' work and therefore, shall provide complete and thorough inspection for all aspects of the project phases.

1. The consultant shall provide sufficient numbers of qualified inspectors to ensure that all aspects of all phases are being properly inspected.
2. Inspection services will require providing Plant Manufacturing Inspections as needed.
3. The consultant shall provide for any required special inspections.

Materials Testing

The consultant will be responsible for accepting all materials used in the work by the contractors. The materials testing to be performed may include, but shall not be limited to, the following types of work:

1. Acceptance testing as well as additional quality control testing as deemed necessary.
2. Concrete, masonry, aggregates, asphalt, soils, epoxies, metals, steel reinforcement, steel structures, and welds.
3. All other laboratory material tests per the "Standard Specifications for Public Works Construction", current edition.

Survey

The consultant shall provide quality control and "check" surveying of the contractor's work as deemed necessary.

Miscellaneous

1. Drafting shall be performed on AutoCAD 2014 or latest version, in the home office of the Consultant.
2. All plans, USB travel drives, CDs and other documents prepared by the Consultant on behalf of the City shall become the sole property of the City of Long Beach.
3. 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.

EXHIBIT “B-1”

Rates or Charges



Exhibit B

CITY OF LONG BEACH ALAMITOS BAY MARINA REHABILITATION PROJECT FEE PROPOSAL TO EXTEND CONSTRUCTION MANAGEMENT SERVICES FOR 3 YEARS

FEE AND SCHEDULE

FEE

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

Full-time Construction Management Services

Total Fee	<u>\$1,463,060.00</u>
*Fee amount in addition to remaining contract balance	

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

TranSystems

FEE SCHEDULE Three-Year Blended Rate Sheet

Professional and Technical Personnel Classifications

	Rate
Industry Specialist	\$250
Inspector V	\$210
Inspector IV	\$165
Inspector III	\$140
Inspector II	\$120
Structural Engineer IV	\$250
Principal / Architect V	\$325
Administrator III	\$135
Administrator II	\$110
Administrator I	\$90
Senior CAD Drafter	\$120
CAD Operator/Drafter	\$90
Cost Estimator	\$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, 2016