

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

1 THIRD AMENDMENT TO AGREEMENT NO. 34392

2 **34392**

3 THIS THIRD AMENDMENT TO AGREEMENT NO. 34392 is made and  
4 entered, in duplicate, as of June 19, 2019, 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 July  
6 5, 2016, by and between WILLDAN ENGINEERING, a California corporation  
7 ("Consultant"), with a place of business at 13191 Crossroads Parkway North, Industry,  
8 California 91746, and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City and Consultant (the "Parties") entered into Agreement No.  
10 34392 (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 add \$600,000 for a total not to exceed amount of \$1,600,000; and

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

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

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

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

21 "A. Consultant shall furnish specialized services more particularly  
22 described in Exhibit "A", attached to this Agreement and incorporated by this  
23 reference, in accordance with the standards of the profession, and City shall pay for  
24 these services in the manner described below, not to exceed Three Million Six  
25 Hundred Thousand Dollars (\$3,600,000), at the rates or charges shown in Exhibit  
26 "B"."

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

28 "2. TERM. The term of this Agreement shall commence at midnight on

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1 August 31, 2016, and shall terminate at 11:59 p.m. on August 31, 2020, unless sooner  
2 terminated as provided in this Agreement, or unless the services or the Project is  
3 completed sooner. The term may be extended for one (1) additional one-year period, at  
4 the discretion of the City Manager."

5 3. Except as expressly modified herein, all of the terms and conditions  
6 contained in Agreement No. 34392 are ratified and confirmed and shall remain in full force  
7 and effect.

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

10 \_\_\_\_\_, 2019

WILLDAN ENGINEERING, a California corporation

By Will Clayett  
Name Will Clayett  
Title SR. Vice Pres

14 \_\_\_\_\_, 2019

15 Tom Modica  
16 Assistant City Manager

By Adel Freit  
Name ADEL FREIT  
Title DEPUTY DIRECTOR

17 EXECUTED PURSUANT  
18 TO SECTION 301 OF  
19 THE CITY CHARTER

"Consultant"

CITY OF LONG BEACH, a municipal corporation

19 August 1, 2019

By T. Bill  
City Manager

"City"

22 This Third Amendment to Agreement No. 34392 is approved as to form on

23 July 23, 2019.

25 CHARLES PARKIN, City Attorney

26 By Charles Parkin  
27 Deputy

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