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

## SIXTH AMENDMENT TO AGREEMENT NO. 31919

## 

THIS SIXTH AMENDMENT TO AGREEMENT NO. 31919 is made and entered, in duplicate, as of June 22, 2016 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on June 21, 2016, by and between AECOM TECHNICAL SERVICES, INC., a California corporation, with a place of business at 999 Town and Country Road, Orange, California 92868 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

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

WHEREAS, City and Consultant entered Agreement No. 31919 (the "Agreement") whereby Consultant agreed to provide As-Needed Engineering Consulting Services; and

WHEREAS, City and Consultant entered a First Amendment to the Agreement to add \$350,000 for a total not to exceed amount of \$2,850,000; and

WHEREAS, City and Consultant entered a Second Amendment to the Agreement to extend the term to December 30, 2014; and

WHEREAS, City and Consultant entered a Third Amendment to the Agreement to add \$500,000 for a total not to exceed amount of \$3,350,000; and

WHEREAS, City and Consultant entered a Fourth Amendment to the Agreement to extend the term to December 30, 2015 and add \$500,000 for a total not to exceed amount of \$3,850,000; and

WHEREAS, City and Consultant entered a Fifth Amendment to the Agreement to extend the term to December 30, 2016; and

WHEREAS, City and Consultant desire to extend the term and add \$1,000,000 for a total not to exceed amount of \$4,850,000;

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

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

- 1. Section 1.A. of the Agreement is hereby amended to read as follows:
- "1. SCOPE OF WORK OR SERVICES.
- Consultant shall furnish specialized services more particularly A. described in Exhibit "A" attached to the 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 Four Million Eight Hundred Fifty Thousand Dollars (\$4,850,000), at the rates or charges shown in Exhibit "B"."
  - 2. Section 2 of the Agreement is hereby amended to read as follows:
- "2. TERM. The term of the Agreement shall commence at midnight on September 15, 2010, and shall terminate at 11:59 p.m. on December 30, 2018, unless sooner terminated as provided in the Agreement, or unless the services or the Project is completed sooner."
- Except as expressly modified herein, all of the terms and conditions 3. contained in Agreement No. 31919 are ratified and confirmed and shall remain in full force and effect.

 $/\!/\!/$ /// /// ///

///

///

23 ///

24 /// 25 ///

26 III

27 ///

28

III

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

١		
	IN WITNESS WHEREOF, the parties have caused this document to be duly	
	executed with all formalities required by lav	v as of the date first stated above.
		AECOM TECHNICAL SERVICES, INC., a California corporation
		Name JEFF OHAMAN Title Te (resident
	, 2016	By Maff Whitena Name MATT LILLIKAYA Title VICE PRESIDENT
		"Consultant"
	My 25_, 2016	CITY OF LONG BEACH, a municipal corporation  By Section 301 O THE CITY CHARTER Assistant City Manager  City Manager  Assistant City Manager
	This Sixth Amendment to Ag	reement No. 31919 is approved as to form on
		CHARLES PARKIN, City Attorney  By Deputy