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

FOURTH AMENDMENT TO AGREEMENT NO. 33344

THIS FOURTH AMENDMENT TO AGREEMENT NO. 33344 (the "Fourth Amendment") is made and entered, in duplicate, as of May 7, 2019 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on March 19, 2019, by and between ARUP NORTH AMERICA LIMITED, a corporation organized under the laws of the United Kingdom ("Consultant"), with a place of business at 560 Mission Street, Suite 700, San Francisco, California 94105, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City and Consultant (the "Parties") entered into Agreement No. 33344 (the "Agreement") whereby Consultant agreed to provide services in connection with the design, construction and development of a new civic center located in downtown Long Beach; and

WHEREAS, the Parties entered into a First Amendment to the Agreement to extend the term and increase the Agreement amount by \$2,900,000; and

WHEREAS, the Parties entered into a Second Amendment to the Agreement to add additional services to the Scope of Work and increase the Agreement amount by \$4,475,295; and

WHEREAS, the Parties entered into a Third Amendment to the Agreement to add additional services to the Scope of Work and increase the Agreement amount by \$2,102,000; and

WHEREAS, the Parties again desire to add additional services to the Scope of Work and increase the Agreement amount by \$375,108;

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

1. <u>Additional Services</u>. In addition to the services otherwise described in the Agreement, the Second Amendment, and the Third Amendment, Consultant shall provide services more particularly described in Exhibit "A-3" attached to this Fourth

Amendment and incorporated by this reference, and all terms and conditions of the Agreement shall be applicable to the performance of such work.

- 2. <u>Compensation for Services</u>. The total amount authorized to be paid for all services provided by Consultant pursuant to the Agreement, as amended hereby, shall not exceed Ten Million Five Hundred Seventy-Six Thousand Eight Hundred Forty-One Dollars (\$10,576,841).
- 3. Except as expressly modified herein, all of the terms and conditions contained in Agreement No. 33344 are ratified and confirmed and shall remain in full force and effect.

|| ///

11 || ///

1

2

3

4

5

6

7

8

9

10

12 || ///

13 | ///

14 | ///

15

|| ///

16 || ///

17 || ///

18 || ///

H

19

20 || ///

///

21 || ///

22 | ///

23 || ///

24 || ///

25 || ///

26 | ///

27 || ///

28 | ///

PRINCIPAL

CUITER

EXHIBIT "A-3"

Breakdown of Services		\$375,108
1.	City Hall Continuity Development & Training	
2.	City Hall User Guide Development	
3.	Operation & Maintenance and Life Cycle Costs	
4.	Public Safety Building Site Plan	

.

.