

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 EIGHTH AMENDMENT TO AGREEMENT NO. 33913

2 **33913**

3 THIS EIGHTH AMENDMENT TO AGREEMENT NO. 33913 is made and
4 entered as of July 6, 2022, for reference purposes only, pursuant to a minute order adopted
5 by the City Council of the City of Long Beach at its meeting on July 5, 2022, by and between
6 MARY MCGRATH ARCHITECTS, a California corporation ("Consultant"), with a place of
7 business at 1212 Broadway, Suite 401, Oakland, California 94612, and the CITY OF LONG
8 BEACH, a municipal corporation ("City").

9 WHEREAS, City and Consultant (the "Parties") entered into Agreement No.
10 33913 (the "Agreement") whereby Consultant agreed to provide as-needed architectural
11 services in an amount not to exceed Four Hundred Thousand Dollars (\$400,000) for a
12 period of two (2) years with the option to extend for three (3) additional one-year periods;
13 and

14 WHEREAS, the Parties entered into a First Amendment to the Agreement to
15 extend the term to July 19, 2018, with the option to extend the term for two (2) additional
16 one-year periods; and

17 WHEREAS, the Parties entered into a Second Amendment to the Agreement
18 to extend the term to July 19, 2019, with the option to extend the term for one (1) additional
19 one-year period; and

20 WHEREAS, the Parties entered into a Third Amendment to the Agreement
21 to add Six Hundred Thousand Dollars (\$600,000) to the Agreement for a total not to exceed
22 amount of One Million Dollars (\$1,000,000); and

23 WHEREAS, the Parties entered into a Fourth Amendment to the Agreement
24 to extend the term to July 19, 2020; and

25 WHEREAS, on June 9, 2020, City Council approved extending the
26 Agreement one (1) additional one-year period; and

27 WHEREAS, the Parties entered into a Fifth Amendment to the Agreement to
28 extend the term to July 19, 2021; and

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1 WHEREAS, the Parties entered into a Sixth Amendment to the Agreement
2 to add Eight Hundred Sixty-Nine Thousand Eight Hundred Sixteen Dollars and Nineteen
3 Cents (\$869,816.19) for a total not to exceed amount of One Million Eight Hundred Sixty-
4 Nine Thousand Eight Hundred Sixteen Dollars and Nineteen Cents (\$1,869,816.19); and

5 WHEREAS, on June 8, 2021, City Council approved extending the
6 Agreement one (1) additional one-year period; and

7 WHEREAS, the Parties entered into a Seventh Amendment to the
8 Agreement to add Three Hundred Thousand Dollars (\$300,000) to the Agreement for a
9 total not to exceed amount of Two Million One Hundred Sixty-Nine Thousand Eight
10 Hundred Sixteen Dollars and Nineteen Cents (\$2,169,816.19) and extend the term to July
11 19, 2022; and

12 WHEREAS, on July 5, 2022, City Council approved extending the Agreement
13 one (1) additional one-year period; and

14 WHEREAS, the Parties desire to add Two Million Dollars (\$2,000,000) for a
15 total not to exceed amount of Four Million One Hundred Sixty-Nine Thousand Eight
16 Hundred Sixteen Dollars and Nineteen Cents (\$4,169,816.19), extend the term one (1)
17 additional one-year period, update the City Representative and attach an updated rate
18 sheet

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

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

22 "A. Consultant shall furnish specialized services more particularly
23 described in Exhibit "A", attached to this Agreement and incorporated by this
24 reference, in accordance with the standards of the profession, and City shall pay for
25 these services in the manner described below, not to exceed Four Million One
26 Hundred Sixty-Nine Thousand Eight Hundred Sixteen Dollars and Nineteen Cents
27 (\$4,169,816.19), at the rates or charges shown in Exhibit "B"."

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

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1 “2. TERM. The term of this Agreement shall commence at midnight on
2 July 20, 2015, and shall terminate at 11:59 p.m. on July 19, 2023, unless sooner terminated
3 as provided in this Agreement, or unless the services or the Project is completed sooner.”

4 3. The Rates contained in Exhibit “B” to the Agreement are hereby
5 amended and replaced by Exhibit “B-1”, attached hereto and incorporated herein.

6 4. The City Representative in Exhibit “C” to the Agreement is hereby
7 amended in accordance with Exhibit “C-1”, attached hereto and incorporated by this
8 reference.

9 5. Except as expressly modified herein, all of the terms and conditions
10 contained in Agreement No. 33913 are ratified and confirmed and shall remain in full force
11 and effect.

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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.

MARY MCGRATH ARCHITECTS, a California corporation

By M McGrath
Name Mary McGrath
Title President

By _____, 2022
Name _____
Title _____

"Consultant"

CITY OF LONG BEACH, a municipal corporation

By Linda J. Jabum
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Eighth Amendment to Agreement No. 33913 is approved as to form by
July 28, 2022.

CHARLES PARKIN, City Attorney

By Van J. Allen
Deputy

Exhibit B-1

Rates or Charges Update

CITY of LONG BEACH

Proposed Hourly Rates effective 8/1/2022

ON-CALL ARCHITECTURAL SERVICES

| | 2015 Rates | 8/1/2022 Proposed Rate |
|---|-----------------------|---------------------------------------|
| MARY MCGRATH ARCHITECTS | | |
| Principal | \$ 190.00 | \$ 200.00 |
| Project Manager/Sr. Architect | \$ 175.00 | \$ 190.00 |
| Sr. Project / Technical Architect | \$ 145.00 | \$ 155.00 |
| Designer/Job Captain | \$ 125.00 | \$ 135.00 |
| Designer | \$ 110.00 | \$ 120.00 |
| Senior Project Support | \$ 90.00 | \$ 96.00 |
| Project Support | \$ 80.00 | \$ 85.00 |
| ASHBA ENGINEERS LTD. | | |
| Principal | \$ 190.00 | \$ 212.00 |
| Registered Engineer | \$ 185.00 | \$ 206.00 |
| Associate | \$ 160.00 | \$ 180.00 |
| Assistant | \$ 142.00 | \$ 160.00 |
| Drafter | \$ 122.00 | \$ 138.00 |
| Administration | \$ 87.00 | \$ 99.00 |
| CORNERSTONE STRUCTURAL ENGINEERING GROUP | | |
| (*Note: 2015 rates shown were for Thornton Tomasetti) | | |
| Senior Vice President / Principal* | \$ 275.00 | \$ 260.00 |
| Associate* | \$ 190.00 | \$ 230.00 |
| Construction Manager | | \$ 220.00 |
| Engineering Manager | | \$ 205.00 |
| Structural Observer | | \$ 205.00 |
| Asst. Structural Observer | | \$ 195.00 |
| Project Administrator | | \$ 170.00 |
| Senior Engineer | | \$ 160.00 |
| Structural Designer II | | \$ 150.00 |
| Structural Designer I | | \$ 140.00 |
| Junior Engineer | | \$ 120.00 |
| Sr. Computer Drafter | | \$ 140.00 |
| Computer Drafter | | \$ 130.00 |
| Jr. Computer Drafter | | \$ 120.00 |
| Administrative Assistant | | \$ 105.00 |

Mechanical, Plumbing, Electrical/Data - 3C Engineering & Thoma Electric

| | | | | |
|--------------------------|----|--------|----|--------|
| Principal Engineer | \$ | 220.00 | \$ | 220.00 |
| Engineer Grade 05 | \$ | 210.00 | \$ | 210.00 |
| Engineer Grade 04 | \$ | 204.00 | \$ | 204.00 |
| Engineer Grade 03 | \$ | 175.00 | \$ | 175.00 |
| Engineer Grade 02 | \$ | 161.00 | \$ | 161.00 |
| Engineer Grade 01 | \$ | 143.00 | \$ | 143.00 |
| Design Engineer Grade 05 | \$ | 175.00 | \$ | 175.00 |
| Design Engineer Grade 04 | \$ | 161.00 | \$ | 161.00 |
| Design Engineer Grade 03 | \$ | 143.00 | \$ | 143.00 |
| Design Engineer Grade 02 | \$ | 126.00 | \$ | 126.00 |
| Design Engineer Grade 01 | \$ | 112.00 | \$ | 112.00 |
| Designer Grade 4 | \$ | 119.00 | \$ | 119.00 |
| Designer Grade 3 | \$ | 112.00 | \$ | 112.00 |
| Designer Grade 2 | \$ | 104.00 | \$ | 104.00 |
| Designer Grade 4 | \$ | 98.00 | \$ | 98.00 |
| CAD/BIM Designer Grade 4 | \$ | 99.00 | \$ | 99.00 |
| CAD/BIM Designer Grade 3 | \$ | 90.00 | \$ | 90.00 |
| CAD/BIM Designer Grade 2 | \$ | 80.00 | \$ | 80.00 |
| CAD/BIM Designer Grade 1 | \$ | 74.00 | \$ | 74.00 |

Landscape Architect - Cunningham Engineering

| | | |
|---|----|--------|
| Principal in Charge | \$ | 193.00 |
| Project Manager | \$ | 164.00 |
| Project Associate | \$ | 156.00 |
| Landscape Architect/Irrigation Designer | \$ | 146.00 |
| Landscape Architect/ADA Compliance | \$ | 175.00 |
| Administration | \$ | 90.00 |

Cost Consultant - Leland Saylor and Associates

| | | |
|--------------------|----|--------|
| Estimating Manager | \$ | 228.00 |
| Director | \$ | 180.00 |
| Senior Estimator | \$ | 180.00 |

Exhibit C-1

City's Representative:

Marilyn Surakus,

Project Management Officer

Marilyn.Surakus@LongBeach.Gov

562/570-5793

ACTION BY WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF

MARY MCGRATH ARCHITECTS
A California Corporation

Pursuant to Section 307(b) of the California Corporations Code and the By-laws of this corporation, the undersigned, being the sole Director of Mary McGrath Architects, a California Corporation (the "Corporation"), hereby consents to, adopts and ratifies the following resolution:

WHEREAS, the Director of the Corporation has determined that it would be in the best interests of the Corporation that Mary McGrath AIA, President of the Corporation, be empowered to execute client contracts on behalf of the corporation.

NOW THEREFORE, BE IT RESOLVED, that this Corporation vests the authority for execution of client contracts with Mary McGrath AIA.

When executed this resolution shall have the same force and effect as resolutions adopted at a meeting of the Board of Directors duly called and held.

Dated: July 12, 2022

A handwritten signature in black ink, appearing to read 'M McGrath', written over a horizontal line.

Mary McGrath, Director

ARCHITECTURAL SERVICES PW14-005

| Munis Contract# | COMPANY NAME | CONTRACT# | MUNIS # | INITIAL AMOUNT AUTHORITY TO ADD FOR 2015 - 2018 | AMENDMENT 1 ADDS AUTHORITY TO ADD CONTRACTS | AMENDMENT 2 EXTEND TERM TO 2019 (First Extension) | INCREASE AUTHORITY | AMENDMENT 3 EXTEND TERM TO 7/19/2020 (Second Extension) | AUTHORITY ADDED TO AGGREGATE PER EXPIRATION OF SLAM, III & ARKTERV | INCREASE AUTHORITY | AMENDMENT 4 EXTEND TERM TO 2021 AND ADD \$1,500,000 (Third Extension) Year 6 | AMENDMENT TO INCREASE AUTHORITY TO MARY MCGRATH 2.12.21 (Per Marilyn Sarkis) | AMENDMENT 5 TO EXTEND TERM TO 2022 AND ADD \$1,000,000 (6.8.2021) Year 7 | REMAINING AMOUNTS | AUTHORITY ADDED TO AGGREGATE PER EXPIRATION OF GWYNNE PUGH, AETYPIC, HMC | AMENDMENT 6 TO EXTEND TERM TO 2023 AND ADD \$5,000,000 AUTHORITY |
|-----------------|---------------------------------------|-----------|------------|---|---|---|--------------------|---|--|--------------------|--|--|--|-------------------|--|--|
| 3153000067 | ALOMAR, BANJA | 33917 | 3153000067 | \$400,000 | \$1,500,000 | \$1,300,000 | | term only | | | term only | \$300,000 | \$300,000 | \$681,469 | | \$250,000,000 |
| 3153000063 | ARCHITECTS McDONALD, SOUTAR & PAZ INC | 33926 | 3153000063 | \$400,000 | | 200,000 | | term only | | | term only | | term only | \$412,402 | | \$250,000,000 |
| 3153000058 | EARDENT | 33912 | 3153000058 | \$400,000 | \$500,000 | \$300,000 | | term only | | \$800,000 | term only | | \$600,000 | \$751,640 | | \$500,000,000 |
| 3153000068 | MCGRATH, MARY ARCHITECTS | 33913 | 3153000068 | \$400,000 | | term only | 600,000 | term only | | | term only | \$869,816.19 | \$300,000 | \$428,693 | | \$2,000,000,000 |
| | | Allocated | | \$4,100,000.00 | \$2,300,000.00 | \$2,000,000.00 | \$600,000.00 | | | \$800,000.00 | | \$869,816.19 | \$1,200,000.00 | | | \$3,000,000.00 |
| | | Increase | | | | | | | | | \$1,500,000.00 | | \$1,000,000.00 | | | \$5,000,000.00 |
| | | Remaining | | \$4,900,000.00 | \$2,600,000.00 | \$600,000.00 | \$0.00 | \$0.00 | \$1,198,500.00 | \$398,500.00 | \$1,898,500.00 | \$1,028,683.81 | \$828,683.81 | | \$1,281,586 | \$4,110,270.81 |
| | | Aggregate | | \$9,000,000.00 | | | | | | | \$10,500,000.00 | | \$11,500,000.00 | | | \$46,500,000.00 |

EXPIRED CONTRACTS

| Munis Contract# | COMPANY NAME | CONTRACT# | MUNIS # | INITIAL AMOUNT AUTHORITY TO ADD FOR 2015 - 2018 | AMENDMENT 1 ADDS AUTHORITY TO ADD CONTRACTS | AMENDMENT 2 EXTEND TERM TO 2019 (First Extension) | INCREASE AUTHORITY | AMENDMENT 3 EXTEND TERM TO 7/19/2020 (Second Extension) | AUTHORITY ADDED TO AGGREGATE PER EXPIRATION OF SLAM, III & ARKTERV | INCREASE AUTHORITY | AMENDMENT 4 EXTEND TERM TO 2021 AND ADD \$1,500,000 (Third Extension) Year 6 | AMENDMENT TO INCREASE AUTHORITY TO MARY MCGRATH 2.12.21 (Per Marilyn Sarkis) | AMENDMENT 5 TO EXTEND TERM TO 2022 AND ADD \$1,000,000 (6.8.2021) Year 7 | REMAINING AMOUNTS | AUTHORITY ADDED TO AGGREGATE PER EXPIRATION OF GWYNNE PUGH, AETYPIC, HMC | AMENDMENT 6 TO EXTEND TERM TO 2023 AND ADD \$5,000,000 AUTHORITY |
|-----------------|---|-----------|------------|---|---|---|--------------------|---|--|--------------------|--|--|--|-------------------|--|--|
| 3153000065 | GWYNNE PUGH URBAN STUDIO, INC | 33914 | 3153000065 | \$500,000 | \$100,000 | | | term only | | | term only | | term only | \$280,524 | | let it expire |
| 3153000062 | AETYPIC INC | 33933 | 3153000062 | \$400,000 | \$200,000 | | | term only | | | term only | | term only | \$512,652 | | let it expire |
| 3153000060 | HMC GROUP | 33962 | 3153000060 | \$400,000 | | 200,000 | | term only | | | term only | | term only | \$488,030 | | let it expire |
| 3153000061 | SLAM, Collective FKA WEBB, FRANK R ARCHITECTS INC | 33915 | 3153000061 | \$400,000 | | term only | | term only | 2/19/2020 | \$0 | | | | | | |
| 3153000066 | III, GROUP | 33927 | 3153000066 | \$400,000 | | term only | | term only | expired | | | | | | | |
| 3153000064 | ARKTERV INC | 33934 | 3153000064 | \$400,000 | | term only | | term only | 2/19/2020 | \$0 | | | | | | |