

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

1 FIFTH AMENDMENT TO AGREEMENT NO. 30773

2 **30773**

3 THIS FIFTH AMENDMENT TO AGREEMENT NO. 30773 (this
4 "Amendment") is made and entered, in duplicate, as of July 6, 2011, for reference
5 purposes only, pursuant to a minute order adopted by the City Council of the City of Long
6 Beach at its meeting on July 5, 2011, by and between MOFFATT & NICHOL, a California
7 corporation ("Consultant") and the CITY OF LONG BEACH, a municipal corporation
8 ("City").

9 WHEREAS, the parties entered into Agreement No. 30773 (as amended,
10 the "Contract"), an amendment thereto dated June 10, 2008, a second amendment
11 thereto dated November 17, 2009, a third amendment thereto dated March 1, 2010, and
12 a fourth amendment thereto dated September 7, 2010, whereby Consultant agreed to
13 perform engineering and design work for the restoration of the Colorado Lagoon in the
14 City of Long Beach ("Project"); and

15 WHEREAS, the parties desire to amend the scope of work and fee
16 breakdown in order to complete certain additional work not contemplated by the initial
17 Contract.

18 NOW, THEREFORE, in consideration of the mutual terms and conditions in
19 the Contract, the parties agree as follows:

20 1. The "New Scope of Work" schedule attached to this Amendment as
21 Exhibit "C" supplements the "Part 2 Scope-of-Work" which is currently part of Exhibit "C"
22 to the Agreement.

23 2. The "Part 2 Fee" schedule attached to this Amendment as Exhibit
24 "C" replaces in its entirety the "Part 2 Fee" schedule which is currently part of Exhibit "C"
25 to the Agreement.


26 3. Except as expressly amended herein, all of the terms and conditions
27 of the Contract are ratified and confirmed and shall remain in full force and effect.

28 ///

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 above.

3 "Consultant"


4 MOFFATT & NICHOL, a California corporation

5
6 By: 
Name: JIM MCCLOSKEY
Title: P.S.O.C.

7
8 By: 
Name: Timothy J. Redwood
Title: CMVP

9
10 "City"

11 CITY OF LONG BEACH

12
13 By:  Assistant City Manager
Name: Patrick H. West
Title: City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

14 This Fifth Amendment to Agreement No. 30773 is approved as to form on

15 April 4, 2012.

16 ROBERT E. SHANNON, City Attorney

17
18 By 
19 Deputy

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

EXHIBIT C

NEW SCOPE-OF-WORK

The new scope of work items for the affected Part 2 tasks are described below.

Task 7 – Pre-Construction and Construction Support Services

- engineering work to develop additional Part 2 plan/spec addendums (two new addendums assumed);
- preparation for, attendance at, and follow-up support for the Southern California - Dredge Material Management Team (DMMT) regulatory meetings;
- technical support for USACE, Water Board, and Coastal Commission permits activities;
- coordination with Port of Long Beach staff and technical support for dredge material disposal at the Middle Harbor fill site;
- additional post-construction engineering inspections and operational monitoring support;
- additional (City-requested) engineering submittals;
- support to City for miscellaneous requests.

Task 8 – Additional Sediment Testing in Support of Contractor Bids

- conduct confirmatory sediment sampling and test after dredging complete. Assume surface (grab) samples, i.e. no vibra-coring.

EXHIBIT C

FEE ENHANCEMENT SUMMARY

	LABOR COSTS				OTHER DIRECT COSTS		NEW TASK TOTALS	PREVIOUS TASK TOTALS	ENHANCEMENT
	M&N	Capouya	DYA	KLI	M&N	Subs*			
TASK 1 - PROJECT MANAGEMENT	\$32,976						\$32,976	\$32,976	\$0
TASK 2 - DATA COLLECTION AND MODELING	\$33,848		\$12,500		\$50	\$38,200	\$84,598	\$84,598	\$0
TASK 3 - PRELIMINARY DESIGN DEVELOPMENT - 35%	\$90,895	\$43,610			\$85	\$910	\$135,500	\$135,500	\$0
TASK 4 - INTERMEDIATE DESIGN DEVELOPMENT - 75%	\$41,580	\$49,360			\$800	\$400	\$91,920	\$91,920	\$0
TASK 5 - CEMENT STABILIZATION EVALUATION	\$23,727			\$37,888	\$80	\$12,708	\$74,293	\$74,293	\$0
TASK 6 - FINAL DESIGN DEVELOPMENT AND BID PACKAGE PREPARATION	\$278,895	\$18,690			\$1,400	\$320	\$299,305	\$299,305	\$0
TASK 7 - PRE-CONSTRUCTION AND CONSTRUCTION SUPPORT SERVICES	\$147,977	\$12,935			\$600	\$300	\$161,812	\$95,712	\$66,100
TASK 8 - ADDITIONAL SEDIMENT TESTING	\$10,334			\$27,850	\$0	\$31,322	\$69,606	\$44,606	\$25,000
TOTALS	\$660,212	\$124,595	\$12,500	\$65,638	\$2,815	\$84,250			
TOTAL FOR PART 2							\$950,010	\$858,910	\$91,100
* Includes KLI Sediment Testing Lab Costs, Duin & Boynton Topo Survey, DYA Geotech Survey Equipment, and LCI Soil Fertility Testing.									