

1 FOURTH AMENDMENT TO DESIGN-BUILD CONTRACT NO. 31687

2 **31687**

3 THIS FOURTH AMENDMENT TO DESIGN-BUILD CONTRACT NO. 31687
4 is made and entered, in duplicate, as of September 5, 2012, for reference purposes only,
5 pursuant to a minute order adopted by the City Council of the City of Long Beach at its
6 meeting held on September 4, 2012, by and between BELLINGHAM MARINE
7 INDUSTRIES, INC., a Washington corporation ("Design-Builder"), with a place of
8 business at 1323 Lincoln Street, Bellingham, Washington 98229, and the CITY OF LONG
9 BEACH, a municipal corporation ("City").

10 WHEREAS, the parties executed Design-Build Contract No. 31687 on June
11 28, 2010 whereby Design-Builder agreed to provide City with construction and
12 engineering design services for the Alamitos Bay Rehabilitation Project, which have
13 continued to the present time; and

14 WHEREAS, the parties desire to amend Design-Build Contract No. 31687
15 to increase Design-Builder's payment under the Contract for work related to Phase 2B of
16 the Project in the amount of Eight Million Three Hundred Sixty-Three Thousand Six
17 Hundred and Eighteen Dollars (\$8,363,618.00) for reconstruction of Basin 1;

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

20 1. Section 6.1 of Design-Build Contract No. 31687 is hereby amended
21 and restated in its entirety to read as follows:

22 "6.1 Contract Price. Owner shall pay Design-Builder in accordance with
23 Article 6 of the General Conditions of Contract an amount not to exceed Thirty Million
24 Seven Hundred and Sixty-Seven Thousand Six Hundred Fifteen Dollars
25 (\$30,767,615.00) ("Contract Price," as illustrated in Exhibit "B-4", attached to this Fourth
26 Amendment and incorporated herein by reference.), subject to adjustments made in
27 accordance with the General Conditions of Contract. Unless otherwise provided in the
28 Contract Documents, the Contract Price is deemed to include all sales, use, consumer

1 and other taxes mandated by applicable Legal Requirements.”

2 2. Section 7.2.1 of Design-Build Contract No. 31687 is hereby
3 amended and restated in its entirety to read as follows:

4 “7.2.1 Commencing with Phase 2B of this Project, Owner will retain five
5 percent (5%) of each Application for Payment provided. Owner will also reasonably
6 consider reducing retainage for Subcontractors completing their work early in the
7 Project.”

8 3. Section 7.4.1 of Design-Build Contract No. 31687 is hereby
9 amended and restated in its entirety to read as follows:

10 “7.4.1 Upon Substantial Completion of each Phase of the Work as defined
11 in Exhibit I, pursuant to Section 7.3, hereof, and in accordance with Section 7107 of the
12 Public Contract Code, Owner shall release to Design-Builder all retained amounts
13 relating, as applicable, to the entire Work, less an amount equal to the reasonable value
14 of all remaining or incomplete items of Work as noted in the Certificate of Substantial
15 Completion and less amounts withheld under Section 7.1 above.”

16 4. Except as expressly amended in this Fourth Amendment, all terms
17 and conditions in Design-Build Contract No. 31687 are ratified and confirmed and shall
18 remain in full force and effect.

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
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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.

BELLINGHAM MARINE INDUSTRIES, INC., a Washington corporation

Sept 13, 2012

By [Signature]
President

H. EVERETT BABBIN
Type or Print Name

Sept 13, 2012

By [Signature]
Secretary

Tina M. Jettcoat
Type or Print Name

"Design-Builder"

CITY OF LONG BEACH, a municipal corporation

9.26, 2012

By [Signature] Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Fourth Amendment to Design-Build Contract No. 31687 is approved as to form on September 18, 2012.

ROBERT E. SHANNON, City Attorney

By [Signature] Deputy



ALAMITOS BAY MARINA

SCHEDULE OF VALUES				
Phase 2- Basin 1 Construction		PHASE 2 B		
5/4/2012		Phase	Unit	Total
		Quantity	Price	Sell
Design and General Conditions				
21.01	Engineer Construction Support	1	286,360.00	\$286,360
21.02	Bonds and Insurance	1	224,699.00	\$224,699
21.03	General Conditions	1	410,817.00	\$410,817
				\$921,876
Marine				
22.01	Equipment Mobilization	1	222,253.00	\$222,253
22.02	Float Demolition and Disposal	1	0.00	\$0
22.03	Pile Removal and Disposal	251	0.00	\$0
22.04	Dredging and Disposal Offshore	33600	0.00	\$0
22.05	Dredging to Upland	1	0.00	\$0
22.05	Basin 1 Pile Procurement	166	2,879.65	\$478,022
22.06	Pile Installation	166	5,768.50	\$957,497
22.07	Basin 1 Float Procurement	79122	31.86	\$2,520,849
22.08	Float Installation	38430	16.51	\$634,366
22.09	Float Apurtenance Supply and Install	38430	1.50	\$57,491
22.10	Marine Utility Installation	38430	19.80	\$760,971
22.11	Gangway Procurement	5	16,667.60	\$83,338
22.12	Gangway Installation	5	1,716.80	\$8,584
22.13	Gangway Platforms	1	17,000.00	\$17,000
22.14	Basin 1 Seawall Grouting	1290	222.98	\$287,642
22.15	Basin 1 Seawall Repair	1	30,000.00	\$30,000
22.16	Seawall Rip Rap	235	583.63	\$137,153
22.17	Install Pile Jackets	0	0	\$0
22.18	Handrail Removal	1620	6.87	\$11,124
22.19	Handrail Core Drilling	270	48.64	\$13,133
22.20	Handrail Purchase and Installation	1620	123.06	\$199,354
22.21	On Dock Sewer and Connection	52	1,870.75	\$97,279
				\$6,616,056
Uplands				
23.01	Electric Utility Upgrades	1	170,686.00	\$170,686
				\$170,686
Allowances				
24.01	Allowance for SCE Work	1	100,000.00	\$100,000
24.02	Allowance for Waterline Upgrades	1	125,000.00	\$125,000
24.03	Allowance for Storm and Sanitary Upgrades	1	30,000.00	\$30,000
24.04	Allowance for Catch Basin Filters	1	20,000.00	\$20,000
24.05	Allowance for Brld and Mammal Monitoring	1	30,000.00	\$30,000
24.06	Allowance for Biological Mitlgation	1	100,000.00	\$100,000
24.07	Allowance for Displaced Boat Storage	1	0.00	\$0
				\$405,000
Total Phase 2B-Basin 1				\$8,013,618

EXHIBIT I

DESIGN BUILD CONTRACT NO. 31687

For purposes of retention the following portions of the project are to be considered separately and retention shall be released upon completion of each of the portions listed below in accordance with the terms and conditions of this Contract:

PHASE 1 – BASIN 4

1. Eelgrass Mitigation Site
2. Basin 4 – In-Water Construction
3. Basin 4 – Landside Construction

PHASE 2 – BASIN 1

1. Basin 1 Demo, dredging, and disposal (Phase 2A)
2. Basin 1 In-Water Construction (Phase 2B)
3. Basin 1 In-Water Construction (Phase 2C)