



1 One Hundred and Fifty-Eight Dollars (\$724,158.00) for a total contract increase of  
2 Sixteen Million Ninety-Six Thousand Seven Hundred and Eleven Dollars  
3 (\$16,096,711.00) for Phase 6 and Phase 7 of the Project; and

4 WHEREAS, the parties desire to amend the contract to reduce contract  
5 authority to reflect cost savings and/or reallocation;

6 NOW, THEREFORE, in consideration of the mutual terms and conditions in  
7 the Contract and in this Tenth Amendment, the parties agree as follows:

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

10 "6.1 Contract Price. Owner shall pay Design-Builder in accordance with  
11 Article 6 of the General Conditions of Contract an amount not to exceed Sixty-Six Million  
12 Four Hundred Eighty-Seven Thousand and Ninety-Eight Dollars (\$66,487,098.00)  
13 ("Contract Price," as illustrated in Exhibit "C-10" attached to this Tenth Amendment and  
14 incorporated herein by reference), subject to adjustments made in accordance with the  
15 General Conditions of Contract. Unless otherwise provided in the Contract Documents,  
16 the Contract Price is deemed to include all sales, use, consumer and other taxes  
17 mandated by applicable Legal Requirements."

18

19

20

21

22

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

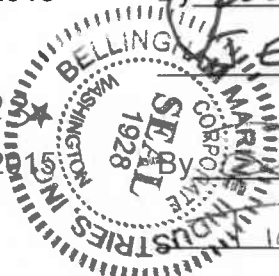
OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

2. Except as expressly amended in this Tenth Amendment, all terms and conditions in Design-Build Contract No. 31687 are ratified and confirmed and shall remain in full force and effect.

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.

March 23  
*Valerie Richey*, 2015  
 By *Grant Johnson*  
 President  
 EVERETT BARBON  
 Type or Print Name  
 March 23  
*Valerie Richey*, 2015  
 By *Debra M. Appout*  
 Secretary  
 INA M. JEFFCOAT  
 Type or Print Name



"Design-Builder"  
 CITY OF LONG BEACH, a municipal corporation  
 Assistant City Manager  
 By *T. Blitt*  
 City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Tenth Amendment to Design-Build Contract No. 31687 is approved as to form on March 31, 2015.

CHARLES PARKIN, City Attorney  
 By *Charles Parkin*  
 Deputy

SCHEDULE OF VALUES Balance of Basin 2- Waterside Work Only		Basin 2- Waterside Work		
		Phase Quantity	Unit Price	Total Sell
<b>Design and General Conditions</b>				
21.01	Engineer Construction Support	1	209,448.00	\$209,448
21.02	Geotech-Deputy Inspector	1	50,127.00	\$50,127
21.03	Bonds and Insurance	1	252,392.00	\$252,392
21.04	General Conditions	9	99,906.56	\$899,159
				\$1,411,126
<b>Marine</b>				
22.01	Equipment Mobilization	1	212,504.00	\$212,504
22.02	Float Demolition and Disposal	1	681,924.00	\$681,924
22.03	Pile Removal and Disposal	1	554,594.00	\$554,594
22.04	Dredging and Disposal Offshore	37.675	26.23	\$988,151
22.05	Dredging to Upland	0	0.00	\$0
22.06	Pile Procurement	1	211,838.00	\$211,838
22.07	Pile Installation	1	624,614.00	\$624,614
22.08	Float Procurement	1	4,806,464.00	\$4,806,464
22.08A	Allowance for Laboratory Testing (10% verification) for Concrete Floats	1	5,751.00	\$5,751
22.09	Float Installation	1	965,402.00	\$965,402
22.10	Float Apurtenance Supply and Install	1	258,001.00	\$258,001
22.11	Marine Utility Installation	1	2,171,343.00	\$2,171,343
22.12	Gangway Procurement	1	89,857.00	\$89,857
22.13	Gangway Installation	1	17,167.00	\$17,167
22.14	Gangway Platforms	0	0.00	\$0
22.15	Seawall Grouting Basin 2	9.084	52.46	\$476,607
22.16	Seawall Repair- Basin 2	1	24,341.00	\$24,341
22.17	Seawall Rip Rap	622	272.82	\$169,596
22.18	Allowance for Existing Rock Work Recontouring	40	1,771.03	\$70,841
22.19	Install Pile Jackets	0	0.00	\$0
22.20	Handrail Removal	1	20,863.00	\$20,863
22.21	Handrail Core Drilling	0	included	included
22.22	Handrail Purchase and Installation	1	485,589.00	\$485,589
22.23	On Dock Sewer and Connection	1	144,302.00	\$144,302
				\$12,979,749
<b>Uplands</b>				
23.01	Electric Utility Upgrades	1	0.00	\$0
23.02	Allowance for SCE Work	1	0.00	\$0
23.03	Allowance for Waterline Upgrades	1	0.00	\$0
23.04	Allowance for Storm and Sanitary Upgrades	1	0.00	\$0
23.05	Allowance for Catch Basin Filters	1	0.00	\$0
23.06	Allowance for Bird and Mammal Monitoring	9	5,462.56	\$49,163
23.07	Allowance for Biological Mitigation	9	4,791.78	\$43,126
				\$92,289
<b>Total Phase- Basin 2 Waterside Work</b>				<b>\$14,483,164</b>
				<b>\$14,483,164</b>

SCHEDULE OF VALUES Waterside Access through Basin 3		Waterside Access through Basin 3		
		Phase Quantity	Unit Price	Total Sell
<b>Design and General Conditions</b>				
21.01	Engineer Construction Support	1	0 00	\$0
21.02	Bonds and Insurance	1	10,445.00	\$10,445
21.03	General Conditions	1	0 00	\$0
				<b>\$10,445</b>
<b>Marine</b>				
22.01	Equipment Mobilization	1	0 00	\$0
22.02	Float Demolition and Disposal	1	152,061 00	\$152,061
22.03	Pile Removal and Disposal	1	204,699 00	\$204,699
22.04	Dredging and Disposal Offshore	19,305	26 23	\$506,337
22.05	Dredging to Upland	0	0 00	\$0
22.06	Pile Procurement	0	0 00	\$0
22.07	Pile Installation	0	0 00	\$0
22.08	Float Procurement	0	0 00	\$0
22.09	Float Installation	0	0 00	\$0
22.10	Float Apurtenance Supply and Install	0	0 00	\$0
22.11	Utility Terminations in Access Docks	1	15,847 00	\$15,847
22.12	Gangway Procurement	0	0 00	\$0
22.13	Gangway Installation	0	0 00	\$0
22.14	Gangway Platforms	0	0 00	\$0
22.15	Seawall Grouting- Basin 2	0	0 00	\$0
22.16	Seawall Repair- Basin 2	0	0 00	\$0
22.17	Seawall Rip Rap	0	0 00	\$0
22.18	Allowance for Exisiting Rock Work Recontouring	0	0 00	\$0
22.19	Install Pile Jackets	0	0 00	\$0
22.20	Handrail Removal	1	0 00	\$0
22.21	Handrail Core Drilling	0	included	included
22.22	Handrail Purchase and Installation	0	0 00	\$0
22.23	On Dock Sewer and Connection	0	0 00	\$0
				<b>\$878,944</b>
<b>Uplands</b>				
23.01	Electric Utility Upgrades	0	0 00	\$0
23.02	Allowance for SCE Work	0	0 00	\$0
23.03	Allowance for Waterline Upgrades	0	0 00	\$0
23.04	Allowance for Storm and Sanitary Upgrades	0	0 00	\$0
23.05	Allowance for Catch Basin Filters	0	0 00	\$0
23.06	Allowance for Bird and Mammal Monitoring	0	0 00	\$0
23.07	Allowance for Biological Mitigation	0	0 00	\$0
				<b>\$0</b>
<b>Total Phase- Waterside Access through Basin 3</b>				<b>\$889,389</b>
				<b>\$889,389</b>

**EXHIBIT C-10**

**BELLINGHAM MARINE INDUSTRIES CONTRACT NO. 31687**

Council Date	Document	Decription	Amount	Running Total
2/16/2010	Initial Contract	Basin 4 -Phase 1A	\$ 11,800,000	
8/9/2011	1st Amendment	Basin 4 -Phase 1B	\$ 6,430,000	\$ 18,230,000
4/3/2012	2nd Amendment	Change Orders	\$ 541,847	\$ 18,771,847
5/1/2012	3rd Amendment	Basin 1 -Phase 2A	\$ 3,632,150	\$ 22,403,997
9/4/2012	4th Amendment	Basin 1 -Phase 2B	\$ 8,363,618	\$ 30,767,615
11/20/2012	5th Amendment	Basin 1 -Phase 2C	\$ 5,347,682	\$ 36,115,297
6/18/2013	6th Amendment	Basin 5 -Phase 4	\$ 3,216,468	\$ 39,331,765
12/3/2013	7th Amendment	Pete Archer Dock	\$ 178,530	\$ 39,510,295
4/15/2014	8th Amendment	SCE/Utilites	\$ 1,848,712	\$ 41,359,007
		Stand-by	\$ 72,000	\$ 41,431,007
8/19/2014	9th Amendmente	Basin 2 - Phase 5	\$ 9,575,610	\$ 51,006,617
2/28/2015	Adjustment - Basin 1 to SCE (5th Amend)		\$ (600,000)	\$ 50,406,617
2/28/2015	Adjustment - Pete Archer (7th Amend)		\$ (16,230)	\$ 50,390,387
3/17/2015	10th Amendment	Basin 2 - Phase 6	\$ 14,483,164	\$ 64,873,551
		Contingency - Phase 6	\$ 724,158	\$ 65,597,709
		Dredge Access - Phase 7	\$ 889,389	\$ 66,487,098
<b>REVISED CONTRACT AMOUNT</b>			<b>\$ 66,487,098</b>	