

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

1 FIRST AMENDMENT TO AGREEMENT NO. 30773

2 **30773**

3 THIS FIRST AMENDMENT TO AGREEMENT NO. 30773 (this
4 "Amendment") is made and entered, in duplicate, as of June 10, 2008, 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 June 10, 2008, by and between MOFFATT & NICHOL, a
7 California corporation ("Consultant") and the CITY OF LONG BEACH, a municipal
8 corporation ("City").

9 WHEREAS, the parties entered into Agreement No. 30773 (the "Contract")
10 whereby Consultant agreed to perform engineering and design work for the restoration of
11 the Colorado Lagoon in the City of Long Beach ("Project"); and

12 WHEREAS, the parties desire to clarify the procedures under which
13 Consultant shall be compensated for services performed in connection with the Project,
14 without increasing or decreasing the total compensation to be paid to, or the scope of
15 services to be provided by, Consultant.

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

- 18 1. The phrase "at the rates or charges described in Exhibit 'F'" is
19 hereby deleted from the first sentence of Section 1 of the Contract.
- 20 2. Exhibit "F" is hereby deleted in its entirety from the Contract.
- 21 3. The first sentence of Section 1.3 of the Contract is amended and
22 restated in its entirety to read "Consultant has requested to receive regular monthly
23 payments based on the completed percentage of each task included within the Scope of
24 Work."
- 25 4. The "Part 2 Fee" schedule attached to the Contract in Exhibit "C" is
26 hereby replaced by the "Part 2 Fee" schedule attached to this Amendment as Exhibit "C".
- 27 5. Except as expressly amended herein, all of the terms and conditions
28 of the Contract are ratified and confirmed and shall remain in full force and effect.

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 By: Michael J. McCarty
6 Name: Michael J. McCarty
7 Title: Vice President

8 By: Timothy J. Rellorad
9 Name: Timothy J. Rellorad
10 Title: Sr. Vice President

11 "City"

12 CITY OF LONG BEACH

13 By: SM Assistant City Manager
14 Name: Patrick H. West
15 Title: City Manager

16 This First Amendment to Agreement No. 30773 is approved as to form on
17 11-20, 2008.

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

18 ROBERT E. SHANNON, City Attorney

19 By [Signature]
20 Deputy

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EXHIBIT C

PART 2 FEE

	LABOR COSTS					OTHER DIRECT COSTS		TASK TOTALS
	M&N	Capouya	DYA	GeoSyn	KLI	M&N	Subs*	
TASK 1 - PROJECT MANAGEMENT	\$29,245							\$29,245
TASK 2 - DATA COLLECTION AND MODELING	\$36,800		\$12,500			\$50	\$39,700	\$89,050
TASK 3 - PRELIMINARY DESIGN DEVELOPMENT - 35%	\$90,895	\$43,610				\$85	\$910	\$135,500
TASK 4 - INTERMEDIATE DESIGN DEVELOPMENT - 75%	\$102,220	\$49,840				\$100	\$1,040	\$153,200
TASK 5 - FINAL DESIGN DEVELOPMENT AND BID PACKAGE PREPARATION	\$63,885	\$31,150				\$65	\$650	\$95,750
TASK 6 - CONSTRUCTION SUPPORT	\$39,800	\$19,900				\$50	\$800	\$60,550
TOTALS	\$362,845	\$144,500	\$12,500	\$0	\$0	\$350	\$43,100	
TOTAL FEE FOR PART 2 NOT INCLUDING OPTIONAL TASKS								\$563,295
TASK A - OPTIONAL TASKS:								
8. Sediment Sampling and Test	\$2,200				\$12,400		\$6,400	\$21,000
9. Hydro-geologic Investigation for Dredging	\$13,200			\$75,200			\$60,000	\$148,400
TOTAL FEE FOR PART 2 INCLUDING OPTIONAL TASKS								\$732,695
* Includes Dulin & Boynton Topo Survey, DYA Geotech Survey Equipment, LCI Soil Fertility Testing, KLI Sediment Testing Lab Costs, and GeoSyntec Hydro-Geologic Equipment, Instrumentation and Groundwater Testing Lab Costs								
Assumptions								
1. All permits, including RWQCB dewatering permit, obtained by City under separate contract.								
2. City plan check is performed at 35%, 75% and 100% submittals.								
3. Plan sheets are based on 20-scale, D-size sheets for all sheets except those related to the ACOE dredging component.								
4. Plan sheets for ACOE dredging component are based on 200-scale, D-size sheets.								

EXHIBIT C