

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

1 NINTH AMENDMENT TO DESIGN-BUILD CONTRACT NO. 31687

2 **31687**

3 THIS NINTH AMENDMENT TO DESIGN-BUILD CONTRACT NO. 31687 is
4 made and entered, in duplicate, as of August 25, 2014, 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 August 19, 2014, 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 5 of
16 the Project, outlined in Exhibit "B-9," in the amount of Nine Million One Hundred Nineteen
17 Thousand Six Hundred and Twenty-Nine Dollars (\$9,119,629.00) for the reduced scope
18 waterside construction of Docks 6, 7, 8 and 9 (partial), commonly known as gangways
19 11, 12, 13 and 14 as listed under schedule of values option 3.2 (Exhibit B-9) and a
20 contingency of Four Hundred Fifty-Five Thousand Nine Hundred Eighty-One Dollars
21 (\$455,981.00);

22 NOW, THEREFORE, in consideration of the mutual terms and conditions in
23 the Contract and in this Ninth Amendment, the parties agree as follows:

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

26 "6.1 Contract Price. Owner shall pay Design-Builder in accordance with
27 Article 6 of the General Conditions of Contract an amount not to exceed Fifty-One Million
28 Six Thousand Six Hundred and Seventeen Dollars (\$51,006,617.00) ("Contract Price," as

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1 illustrated in Exhibit "B-9", attached to this Ninth Amendment and incorporated herein by
2 reference), subject to adjustments made in accordance with the General Conditions of
3 Contract. Unless otherwise provided in the Contract Documents, the Contract Price is
4 deemed to include all sales, use, consumer and other taxes mandated by applicable
5 Legal Requirements."

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

9 IN WITNESS WHEREOF, the parties have caused this document to be duly
10 executed with all formalities required by law as of the date first stated above.

11 _____, 2014

BELLINGHAM MARINE INDUSTRIES,
INC., a Washington corporation

By 

President

J. EVERETT BABBITT
Type or Print Name

15 Aug. 27, 2014

By 

Secretary

TINA M. JEFFERSON
Type or Print Name

"Design-Builder"

19 _____, 2014

CITY OF LONG BEACH, a municipal
corporation

21 September 10, 2014

By 

City Manager
Assistant City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

24 This NINTH Amendment to Design-Build Contract No. 31687 is approved
25 as to form on September 2, 2014.

CHARLES PARKIN, City Attorney

27 By 
28 Deputy

SCHEDULE OF VALUES Basin 2; Docks 6,7,8,& 9(partial) Minimal Waterside Only	OPTION 3.2 Basin 2; Docks 6,7,8,& 9(partial)- Minimal Waterside Only		
	Phase Quantity	Unit Price	Total Sell
Design and General Conditions			
Engineer Construction Support	1	224,719.00	\$224,719
Bonds and Insurance	1	171,743.00	\$171,743
General Conditions	6	99,906.67	\$599,440
			\$995,902
Marine			
Equipment Mobilization	1	212,506.00	\$212,506
Float Demolition and Disposal	1	412,693.00	\$412,693
Pile Removal and Disposal	1	288,400.00	\$288,400
Dredging and Disposal Offshore	30,836	26.23	\$808,733
Dredging and Disposal Offshore Additions (Increased Quantities since Original B'd April 2008)	5,961	26.23	\$156,344
Dredging to Upland	0	0.00	\$0
Pile Procurement	1	156,806.00	\$156,806
Pile Installation	1	364,499.00	\$364,499
Float Procurement	1	3,221,624.00	\$3,221,624
Float Installation	1	643,349.00	\$643,349
Float Apurtenance Supply and Install	1	120,408.00	\$120,408
Marine Utility Installation	1	1,508,532.00	\$1,508,532
Gangway Procurement	1	88,733.00	\$88,733
Gangway Installation	1	17,167.00	\$17,167
Gangway Platforms	0	0.00	\$0
Seawall Grouting (cf)	0	0.00	\$0
Seawall Repair	0	0.00	\$0
Seawall Rip Rap (tons)	0	0.00	\$0
Install Pile Jackets	0	0.00	\$0
Handrail Removal	0	0.00	\$0
Handrail Core Drilling	0	0.00	\$0
Handrail Purchase and Installation	0	0.00	\$0
On Dock Sewer and Connection	1	62,406.00	\$62,406
			\$8,062,200
Uplands			
Electric Utility Upgrades	1	0.00	\$0
Allowance for SCE Work	1	0.00	\$0
Allowance for Waterline Upgrades	1	0.00	\$0
Allowance for Storm and Sanitary Upgrades	1	0.00	\$0
Allowance for Catch Basin Filters	1	0.00	\$0
Allowance for Bird and Mammal Monitoring	6	5,462.67	\$32,776
Allowance for Biological Mitigation	6	4,791.83	\$28,751
			\$61,527
Total Phase- Basin 2; Docks 6,7,8,& 9(partial)- Minimal Waterside Scope			\$9,119,629
			\$9,119,629