

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

1 SECOND AMENDMENT TO AGREEMENT NO. 29587

2 **29587**

3 THIS SECOND AMENDMENT TO AGREEMENT NO. 29587 is made and
4 entered, in duplicate as of April 21, 2015, for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting held on
6 March 17, 2015, by and between CONCEPT MARINE ASSOCIATES, INC., A DIVISION
7 OF TRANSYSTEMS CORPORATION, a California corporation ("Consultant"), and the
8 CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, the parties entered Agreement No. 29587 and Consultant
10 agreed to provide Construction Management Services ("Project"); and

11 WHEREAS, the parties now desire to increase the amount of the
12 Agreement by Eight Hundred Seventy-One Thousand Four Hundred Eighty-Nine Dollars
13 (\$871,489.00) and extend the term of this Agreement;

14 NOW, THEREFORE, in consideration of the mutual terms and conditions in
15 Agreement No. 29587 and herein, the parties agree as follows:

16 1. Section 1.A. of Agreement No. 29587 is amended in its entirety to
17 read as follows:

18 "1.A. Consultant shall furnish specialized services more particularly set
19 forth in Exhibit "A", attached hereto and incorporated herein by this reference, in
20 accordance with the standards of the profession, and the City shall pay for said services
21 in the manner described below, not to exceed \$6,573,489, and at the rates or charges
22 described in Exhibit "B", attached hereto and incorporated herein by this reference. The
23 City will pay no more per task, or grouping of tasks, than the amount associated with
24 such task or grouping of tasks that is identified on Exhibit "A". If Consultant anticipates
25 that Consultant will exceed any amount associated with a task or grouping of tasks on
26 Exhibit "A", then Consultant shall immediately give notice to the Director of Parks,
27 Recreation and Marine of the City ("Director"). Consultant's failure to notify the Director
28 shall be deemed a waiver of all of Consultant's claims for additional compensation

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1 relating to that task or grouping of tasks. After receipt of such notice, the Director will
2 notify Consultant whether or not to proceed after authorization from the City to amend
3 this Agreement."

4 2. Section 2 of Agreement No. 29587 is amended in its entirety to read
5 as follows:

6 "2. TERM. The term of this Agreement shall commence on January 1,
7 2014, and shall terminate on December 31, 2017, unless sooner terminated as provided
8 in this Agreement, or unless the services to be performed hereunder or the Project is
9 completed sooner."

10 3. Except as expressly amended herein, all terms and conditions in
11 Agreement No. 29587 are ratified and confirmed and shall remain in full force and effect.

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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 herein.

CONCEPT MARINE ASSOCIATES, INC.,
A DIVISION OF TRANSYSTEMS
CORPORATION, a California corporation

4/22, 2015

By *Paul J. Malin*
President

Type or Print Name

April 22, 2015

By *Julie Frigon*
Secretary

Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal
corporation

June 12, 2015

By *T. B. M.*
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

"City" Assistant City Manager

This Second Amendment to Agreement No. 29587 is approved as to form on April 29, 2015.

CHARLES PARKIN, City Attorney

By *John Cas...*
Deputy

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SCOPE OF WORK

CONSTRUCTION MANAGEMENT SERVICES FOR THE REHABILITATION PROJECT AT THE LONG BEACH ALAMITOS BAY MARINA

A. PROJECT DESCRIPTION AND OVERVIEW

The City of Long Beach, acting through its Department of Parks, Recreation and Marine, desires to engage the services of a professional engineering firm to provide construction management services for a rehabilitation project at the Long Beach Alamitos Bay Marina. The rehabilitation will be completed through a design/build contract. Construction is anticipated between January of 2007 and December of 2013.

Background – General

The Long Beach Alamitos Bay Marina was built in the 1950s and 1960s, and has reached the end of its design life. The marina was built using a timber dock system. This project will involve the complete removal and replacement of all basins in the Alamitos Bay Marina. It is anticipated that the ShoreMaster Dock System, a concrete dock system, will be used for this project, consistent with the construction in the Long Beach Shoreline and Rainbow Marinas.

B. BASIC SERVICES

This Scope of Work is intended to procure professional construction management services in the four areas of (i) Pre-bid Engineering and Bid Preparation, (ii) Pre-Construction Phase Project/Construction Management, (iii) Construction Phase Construction Management and (iv) Post-Construction Phase Construction Management

(i) Pre-Bid Engineering and Bid Preparation

The tasks required of the consultant during the pre-construction phase of the projects shall include, but not be limited to, the following:

1. Perform preliminary analysis of the project dredging needs, including potential solutions and preliminary costs.
2. Perform preliminary analysis of the project seawall repair needs, including potential solutions and preliminary costs.
3. Perform preliminary analysis of the project utility needs.
4. Facilitate the project permitting with all regulatory agencies.
5. Assist City in the preparation of the design/build Request for Proposals, with the evaluation of the responses and the choosing of the design/build team.

(ii) Pre-Construction Phase Project/Construction Management

The tasks required of the consultant during the pre-construction phase of the projects shall include, but not be limited to, the following:

1. Attend the City's meetings with the design/build team.
2. Arrange a partnering session for the pertinent parties if deemed necessary.
3. Review the design/build contract between the City and the contractor.
4. Conduct a constructability review of the plans and specifications.
5. Advise the City on the needs for permits, licenses, and bonds, and assist City staff with acquiring such.
6. Assist City staff in the design/build schedule.
7. Assist City staff in project budget analyses.
8. Assist the City in developing policies and procedures necessary for the orderly implementation of the construction of the multiple projects.
9. Implement an information control system for use by the consultant and the City during the construction phase of the projects.
10. Implement a cost control/accounting system.

(iii) Construction Phase Construction Management

The tasks required of the consultant during the construction phase of the projects shall include, but not be limited to, the following:

1. Assist the City in coordinating all the project participants.
2. Develop a master schedule for the construction of the projects and review with the City for approval.
3. Coordinate, monitor, and assist the City with the design and construction processes to assure completion of subject schedules.
4. Coordinate the construction activities and schedules with the City and all impacted groups.
5. Conduct weekly meetings with the contractors and City staff to review the progress of work and look ahead at work to come. Provide detailed minutes for all meetings.
6. Maintain information control and cost control/accounting systems developed in the pre-construction phase.
7. Review costs and bids submitted by the contractor for the various items of work. The consultant shall review the bids and recommend subcontractors, when applicable, to the City for approval.
8. Monitor all project costs.
9. Collect and review all labor compliance documents from the contractors.

10. Coordinate or attend meetings with other City Departments or outside agencies when necessary.
11. Assist the City in responding to City Council and public inquiries or concerns regarding the construction.
12. Review all submittals, shop drawings, product data, samples and requests for substitution of equivalent products and materials.
13. If applicable, assist the City with analyses of changed conditions and development of corrective actions.
14. Negotiate change orders for approval by the City.
15. Approve all contractor progress payments.

(iv) Post-Construction Phase Construction Management

The tasks required of the consultant during the post-construction phase of the projects shall include, but not be limited to, the following:

1. At the request of the City, provide preparation of the final "as-built" construction drawings for the project.
2. Prepare all project documentation for storage.

C. OTHER TYPES OF SERVICE

Other engineering services to be provided hereunder shall include, but not be limited to the following:

(i) Inspection

The consultant will be responsible for accepting the contractors' work and therefore, shall provide complete and thorough inspection for all aspects of the projects.

1. The consultant shall provide sufficient numbers of qualified inspectors to ensure that all aspects of all projects are being properly inspected.
2. Inspection services will require providing Deputy Inspectors as needed.
3. The consultant shall provide for any required special inspections.

(ii) Materials Testing

The consultant will be responsible for accepting all materials used in the work by the contractors. The materials testing to be performed may include, but shall not be limited to, the following types of work:

Scope of Work
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1. Acceptance testing as well as additional quality control testing as deemed necessary.
2. Concrete, masonry, aggregates, asphalt, soils, epoxies, metals, steel reinforcement, steel structures, and welds.
3. All other laboratory material tests per the "Standard Specifications for Public Works Construction", current addition.

(iii) Survey

The consultant shall provide quality control and "check" surveying of the contractor's work as deemed necessary.

D. CITY RESPONSIBILITIES

1. Provide project management through an assigned CPM as designated by PRM. The CPM will act as the project focal point.
2. Provide or make available upon request, reports, drawings, documents, GIS land base maps, records and other data deemed useful for project development.
3. Administer contracts.
4. Provide coordination to avoid interfering with other City construction projects and/or major events.

E. MISCELLANEOUS

1. Drafting in the case of As-Built Drawings shall be performed on AutoCAD Release 14 or latest version, in the home office of the Consultant.
2. All plans, diskettes/CDs and other documents prepared by the Consultant on behalf of the City shall become the sole property of the City of Long Beach.
3. The City shall pre-select the Consultant's Representative (CR) by review of their resumes. If after a period of time, the City is not satisfied with the work of progress of the CR, another CR shall be furnished. The CR, once selected, shall not be replaced, unless approved by the City.

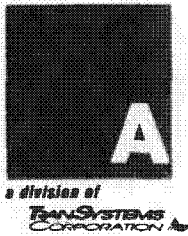


Exhibit B

ALAMITOS BAY MARINA REBUILD

Concept Marine Associates, Inc.

CMA FEE SCHEDULE (Effective January 1, 2006)

Principal Project Manager	\$184.00
Principal Engineer	\$168.00
Area Construction Manager	\$158.00
Senior Construction Manager	\$142.00
Senior Project Manager	\$138.00
Project Manager / Senior Engineer	\$125.00
Construction Manager / Resident Engineer	\$116.00
Project Engineer	\$99.00
Cost Estimator	\$99.00
Senior Planner / Permit Specialist	\$99.00
Senior CADD Drafter	\$99.00
Staff Engineer	\$90.00
Webmaster	\$90.00
CADD Operator / Drafter	\$85.00
Inspector	\$64.00 - \$108.00
Asst. CM / Field Engineer	\$57.00 - \$77.00
Clerical / Document Control	\$50 - \$65.00

Other Services

Consultants, Special Equipment, Reproduction, Materials, and Other Outside Charges:	COST + 10%
Vehicle Transportation:	\$0.45 per mile

EXCEPTIONS AND GENERAL INFORMATION

1. The Scope of Work does not include payment of fees to Regulatory Agencies for applications, permits, reports or prints.
2. Changes in the Scope of Work will be deemed "Extra Services" and will be billed at the hourly rates presented in the attached Fee Schedule, or at a negotiated price agreed upon prior to the performance of the services. The Consultant is required to obtain written approval prior to commencing services outside the original scope.
3. The Scope of Work does not include any reproductions or copies. All prints and reimbursable expenses, such as delivery charges and subconsultants, will be invoiced at cost plus 10% for handling.
4. These rates are valid for sixty (60) days from submittal.
5. Rates subject to escalation on all contracts after January 1, 2007.

January 30, 2006