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

FIRST AMENDMENT TO AGREEMENT NO. 32050 32050

THIS FIRST AMENDMENT TO AGREEMENT NO. 32050 is made and entered, in duplicate, as of February 6, 2014, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on January 7, 2014, by and between TOTUM CORP, a California corporation ("Consultant"), with a place of business at 15130 Ventura Blvd., #327, Sherman Oaks, California 91403, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with As-Needed Certified Materials Testing and Inspection, and Construction Management Services; and

WHEREAS, the parties entered Agreement No. 32050 whereby Consultant agreed to provide these Services; and

WHEREAS, the parties desire to increase the total Agreement amount by an additional \$200,000 and amend certain terms;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein contained, the parties agree as follows:

1. Section 1.A. of Agreement No. 32050 is hereby amended to read as follows:

SCOPE OF WORK OR SERVICES.

- A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Seven Hundred Thousand Dollars (\$700,000), at the rates or charges shown in Exhibit "B"."
- 2. Section 2 of Agreement No. 32050 is hereby amended to read as follows:
 - "2. TERM. The term of this Agreement shall commence at midnight on

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January 31, 2011, and shall terminate at 11:59 p.m. on January 31, 2015, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner."

- 3. Section 15 of Agreement No. 32050 is hereby amended to read as follows:
- "15. This Agreement shall be construed in accordance with the LAW. laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions. Consultant shall cause all work performed in connection with construction of the Project to be performed in compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code); and (2) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction."
 - 4. Section 31 is added to Agreement No. 32050 to read as follows:

"31. PREVAILING WAGES.

- A. Consultant agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 et seq. City makes no representation or statement that the Project, or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.
- В. In all bid specifications, contracts and subcontracts for any such Public Work, Consultant shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work,

and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

5. Except as expressly modified herein, all of the terms and conditions contained in Agreement No. 32050 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 above.
, 2014	TOTUM CORP, a California corporation By Name Title
, 2014	By Name GLUID ZAVOCIA Title
	"Consultant"
<u>+.15</u> , 2014	CITY OF LONG BEACH, a municipal corporation Assistant City Manager By City Manager EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.
This First Amendment to A	Agreement No. 32050 is approved as to form on
<u> </u>	
	CHARLES PARKIN City Attorney By Deputy