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THIRD AMENDMENT TO AGREEMENT

**S A 0002**

THIS THIRD AMENDMENT TO AGREEMENT is made and entered, in duplicate, as of June 1, 2012, by and between CBM CONSULTING, INC., a California corporation ("Consultant") with a place of business at 1411 West 190<sup>th</sup> Street, Suite 525, Gardena, California 90248 and the CITY OF LONG BEACH, AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, On March 15, 2010, the Redevelopment Agency of the City of Long Beach ("Agency") and Consultant entered into an Agreement for consultant services, which was subsequently amended on January 5, 2011 and April 19, 2011; and

WHEREAS, pursuant to the operation of law, on February 1, 2012 the Agency ceased to exist and all Agency contracts were transferred to City; and

WHEREAS, the parties desire to modify the terms and conditions of the Agreement;

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

1. Section 1.A. of the Agreement is hereby amended to read as follows:

"1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly set forth in Exhibit "A" attached to this Agreement in accordance with the standards of the profession, and City shall pay for these services from time to time, in due course of payments, as set forth in Exhibit "B" attached to this Agreement, however, such payments shall not exceed \$949,830 during the term of this Agreement. Any changes to Exhibit "A" and Exhibit "B" must be approved in writing by the City's City Manager."

2. Section 2 of the Agreement is hereby amended to read as follows:

"2. TERM. The term of this Agreement shall commence on March 15, 2010, and shall terminate on February 28, 2013, unless sooner terminated as provided in

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

1 this Agreement, or unless the services to be performed under this Agreement or the  
2 Project is completed sooner."

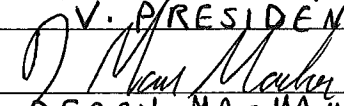
3 3. Except as expressly amended herein, all of the terms and conditions  
4 of the Agreement are ratified and confirmed and shall remain in full force and effect.

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

7 "Consultant"


8 CBM CONSULTING, INC., a California  
9 corporation

10 By:   
11 Name: CHARLES STEPHAN  
12 Title: V. PRESIDENT

13 By:   
14 Name: DERRY MACMAHON  
15 Title: V. PRESIDENT


16 "City"

17 CITY OF LONG BEACH, AS SUCCESSOR  
18 AGENCY TO THE REDEVELOPMENT  
19 AGENCY OF THE CITY OF LONG BEACH

20 By:   
21 Name: AMY J. BODEK  
22 Title: DIRECTOR OF DEVELOPMENT  
23 SERVICES.

24 This Third Amendment to Agreement is approved as to form on  
25 May 23, 2012.

26 ROBERT E. SHANNON, City Attorney

27 By:   
28 Deputy

## Long Beach Redevelopment Agency

### Proposal for Long Beach Fire Station No. 12 and Emergency Resource Center Construction Management – Extend Services

#### Summary of Project

##### The Work includes:

1. Construction of a new three-bay fire station of approximately 12,551 sq. ft.; a separate, three-bay emergency resource center of approximately 5,183 sq. ft. to accommodate miscellaneous equipment and wireless communication equipment; parking canopies; a 100-foot wireless communications tower; and related site improvements as indicated on the Drawings.
2. The fire station and emergency resource building is designed to meet State of California Essential Service Standards and will serve as a fully functioning fire station. Work shall include mechanical HVAC, plumbing, electrical, and the required communication and alerting systems (WestNet). The fire station shall include an automatic fire sprinkler system and emergency electrical generator.
3. The site of approximately 1.23 acres shall be fully developed including concrete paving, landscaping, lighting, and other site improvements, and shall utilize certain utilities previously brought to the site as well as connections to utilities in the street. Site walls shall be of concrete masonry units with metal infill panels, and metal-framed gates with metal infill panels.
4. The project shall meet or exceed the LEED-NC v2.2 Gold Certification Standard as established by the USGBC (United States Green Building Council).
  - a. Contractor is responsible for the LEED documentation required to verify and obtain the LEED Gold Certification.
5. The project shall include the construction of adjacent off-site improvements including undergrounding of overhead utilities, relocation of sewer main line, curb, gutter, sidewalk, asphalt roadway, traffic signal interfacing, and other associated improvements.

#### Scope of Services

The scope covers services as described in our proposals dated December 8, 2009 and September 29, 2011 with changes as described below:

1. The duration of this contract will be from February 1<sup>st</sup>, 2012 through February 1<sup>st</sup>, 2013.
2. Due to the management style and approach used by Gonzales Construction in the construction of this project, the required level of construction management effort and time spent managing this project on a

Exhibit B

**KOA CORPORATION**  
**CBM Consulting**

weekly basis has been higher than estimated. Original estimates were based on the past experience of CBM Consulting and the Long Beach Redevelopment Agency working on similar projects. Gonzales Construction has required an excessive amount of oversight, cost management, schedule management, claims defense, and additional design direction from the construction management team. This proposal will provide additional funding and management time for the duration of the project.

**Fee Estimate**

KOA-CBM will perform the work specified in the work scope above as shown in the enclosed fee table.

LBFS 12 CM Fee	Duration		Rate	Extension
Construction Phase	Hours/Week	Weeks		
Construction Manager	20	52	\$130	\$ 135,200
Senior Construction Observer	40	52	\$90	\$ 187,200
Administration	1	40	\$65	\$ 2,600
Reimbursables				\$ 4,600
Structural Observation (Avila Engineers, includes 10 visits at \$400 each)				\$ 4,000
<b>TOTAL ESTIMATED</b>				<b>\$ 333,600</b>

- The level of effort and fee estimate detailed above is based on KOA-CBM's proposed scope of services delivered over the contract time set forth in the construction bid documents.
- The fee assumes that construction phase services begin and end within the contract completion time.
- Additional scope of services not listed in the proposal or extended schedule for reasons outside of CBM's control would require additional effort and fee.
- The fee estimate assumes KOA-CBM will perform CM activities from the South Bay office in Gardena, CA with requisite site visits. No onsite facilities, furniture, utilities or equipment are included in the fee.
- Project expenses are billed at cost plus 10%. Project expenses include: Non-commuter automobile mileage (at the current federal reimbursement rate), postage and special courier expenses, subsistence, reproduction, project related telephone, subcontractor services and other direct project expenses as requested by the client. Should the client desire, phone and mileage may be included in an hourly rate, which shall be negotiated and slightly higher than the billable rates indicated above.