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

THIRD AMENDMENT TO AGREEMENT NO. 33263

THIS THIRD AMENDMENT TO AGREEMENT NO. 33263 is made and entered, in duplicate, as of November 6, 2017, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 3, 2017, by and between ANDERSONPENNA PARTNERS, INC., a California corporation ("Consultant"), with a place of business at 3737 Birch Street, Suite 250, Newport Beach, California 92660, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with Project Management Services for the Belmont Plaza Pool Facility Rebuild/Revitalization Project; and

WHEREAS, City and Consultant (the "Parties) entered into Agreement No. 33263 (the "Agreement") whereby Consultant agreed to provide these services; and

WHEREAS, the Parties entered into a First Amendment to the Agreement to extend the term to October 1, 2016; and

WHEREAS, the Parties entered into a Second Amendment to the Agreement to extend the term to October 1, 2017; and

WHEREAS, the Parties desire to add the contingency amount of \$148,590 to the Agreement, attach a revised rate sheet, and extend the term an additional two-year period;

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

- 1. Section 1.A. of the Agreement is hereby amended to read as follows:
- "A. Consultant shall furnish specialized services more particularly described in Consultant's RFP Proposal dated September 13, 2013, attached hereto as Exhibit "A-2" 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

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exceed One Million Two Hundred Forty-Seven Thousand Four Hundred Seventy-Four Dollars (\$1,247,474), at the rates or charges shown in Exhibit "A-2"."

- 2. Section 2 of the Agreement is hereby amended to read as follows:
- "2. <u>TERM</u>. The term of this Agreement shall commence at midnight on October 2, 2013, and shall terminate at 11:59 p.m. on October 1, 2019, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner."
- 3. The Rates in Exhibit "A-2" to the Agreement are hereby amended in accordance with Exhibit "A-3", attached hereto and incorporated by this reference.
- 4. Except as expressly modified herein, all of the terms and conditions contained in Agreement No. 33263 are ratified and confirmed and shall remain in full force and effect.

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OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach. CA 90802-4664	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.		
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	4	ANDERSONPENNA PARTNERS, INC., a California corporation		
	5	2017 By Disa U. Leur		
	6	Name Title Lisa M. Penna, PE, QSP		
	7	President/CEO , 2017 By Charley M Thema		
	8	Name Angelique M. Lucen		
	9	Title <u>CFO</u>		
	10	"Consultant"		
	11	CITY OF LONG BEACH, a municipal corporation		
	12			
	13	City Manager THE CITY CHARTER		
	14	"City" Assistant City Manager		
	15	This Third Amendment Agreement No. 33263 is approved as to form on		
	16	11/20, 2017.		
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	18	CHARLES PARKIN, City Attorney		
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EXHIBIT "A-3"

Rates or Charges



Revised Fee Schedule

Project Management Schedule of Rates				
TITLE		RATE		
Professional Services	1 .			
Original Contract				
Project Manager	\$	165.00		
Outreach & LB Departmental Liaison	\$	165.00		
Aquatics Specialist	\$	180.00		
Office Engineering and Administration	\$	90.00		
Additional Classifications	794			
Project Executive	\$	220.00		
Senior Construction Manager	\$	185.00		
Construction Manager	\$	170.00		
Assistant Project / Construction Manager	\$	145.00		
Project Controls	\$	115.00		

Notes and Assumptions:

Notes, limitations and exclusions from original and prior amendments are revised as follows: Notes and Assumptions:

• The contract amount will be paid on an as-needed, time and materials basis.

Other Direct Costs: Ordinary identifiable non-salary costs that are directly attributable to the project such as reproduction, regular vehicular travel costs, overnight postage / couriers, etc., are covered in APP's rates and fee detailed above. Extraordinary expenses, such as oversized and/or color reproduction costs, site facility hard phone line and/or internet service charges, non-commuter project miles and/or other travel expenses to remote (over 50 miles one-way) fabrication yards / batch plants, overnight postage / couriers, etc., are billed cost. Travel charges to a casting / fabrication yard or batch plant will include the hourly billing rate plus travel expenses as listed in the Caltrans Travel Guide (State rates). Extraordinary charges will not be billed to the Client unless specifically requested and approved by the Client in writing prior to incurring the expense.

EXCLUSIONS TO SCOPE AND FEE:

The following items are specifically excluded:

- Legal advice or services of any kind
- Surveying
- Licensed or specialty practitioners not included in proposal
- Temporary field office facilities, equipment, furniture, utilities and/or services
- Specialized Software (other than MS Office Suite, MS Project)
- Geotechnical, construction and/or hazardous materials inspection, testing or monitoring