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

## SECOND AMENDMENT TO AGREEMENT NO. 33857

## 

THIS SECOND AMENDMENT TO AGREEMENT NO. 33857 is made and entered, in duplicate, as of March 8, 2018, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on April 7, 2015, by and between GHD INC., a California corporation, as successor-in-interest to OMNI-MEANS, LTD., a Nevada corporation ("Consultant"), with a place of business at 669 Pacific Street, Suite A, San Luis Obispo, California 93401, 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 traffic engineering, transportation planning and related technical and professional services; and

WHEREAS, City and Consultant (the "Parties") entered into Agreement No. 33857 (the "Agreement") whereby Consultant agreed to provide these services; and

WHEREAS, the Parties entered into a First Amendment to decrease the amount by \$150,000 for a total not to exceed amount of \$250,000; and

WHEREAS, on January 30, 2017, GHD Inc. acquired Omni-Means, Ltd. and now wishes to directly assume all responsibility for Consultant's obligations and performance under the Agreement; and

WHEREAS, the Parties also desire to extend the term for one (1) additional one-year period;

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

- 1. 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 June 1, 2015, and shall terminate at 11:59 p.m. on May 31, 2019, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner. The Parties have the option to extend the term for one (1) additional one-year period."

- 2. GHD Inc. shall replace Omni-Means, Ltd. as Consultant under the Agreement, and will assume all rights and responsibilities for execution and completion of all obligations of Consultant under the Agreement, including all of Consultant's prior acts.
- 3. Except as expressly modified herein, all of the terms and conditions contained in Agreement No. 33857 are ratified and confirmed and shall remain in full force and effect.

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.

|                           | GHD INC., a California corporation, as successor-in-interest to OMNI-MEANS, LTD., a Nevada corporation |
|---------------------------|--|
| MARCH 26 , 2018           | By Douglas SRIES Title PRINCIPAL   |
| MARCH 26, 2018            | By Name KAMESH VEDUA Title PRINCIPAL   |
|                           | "Consultant"   |
|                           | CITY OF LONG BEACH, a municipal corporation  By  City Manager  |
|                           | "City"   |
| This Second Amendment Agr | reement No. 33857 is approved as to form on  |
|                           | CHARLES PARKIN, City Attorney  By  Deputy  |