

OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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FIRST AMENDMENT TO AGREEMENT NO. 36050

**36050**

THIS FIRST AMENDMENT TO AGREEMENT NO. 36050 is made and entered, in duplicate, as of April 13, 2023, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on July 6, 2021, by and between KLEINFELDER, INC., a California corporation ("Consultant"), with a place of business at 770 First Avenue, Suite 400, San Diego, California 92101, 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 professional engineering services ("Project"); and

WHEREAS, on July 6, 2021, the City Council adopted Specifications No. RFQ PW0-059 and awarded agreements for as-needed professional engineering services for a period of two (2) years, with the option to renew for three (3) additional one-year periods, at the discretion of the City Manager; and

WHEREAS, City and Consultant (the "Parties") entered into Agreement No. 36050 (the "Agreement") whereby Consultant agreed to provide these services; and

WHEREAS, the Parties desire to extend the term of the Agreement using the first one-year period option, update the rates sheet in Exhibit B, and update the City's Representative in Exhibit C;

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. TERM. The term of this Agreement shall commence at midnight on August 1, 2021, and shall terminate at 11:59 p.m. on July 31, 2024, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner. The term may be extended for two (2) additional one-year periods, at the discretion of the City Manager."
2. The Rates in Exhibit "B" to the Agreement are hereby amended in

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1 accordance with Exhibit "B-1", attached hereto and incorporated by this reference.

2 3. The City's Representative in Exhibit "C" to the Agreement is hereby  
3 amended in accordance with Exhibit "C-1", attached hereto and incorporated by this  
4 reference.

5 4. Except as expressly modified herein, all of the terms and conditions  
6 contained in Agreement No. 36050 are ratified and confirmed and shall remain in full force  
7 and effect.

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

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KLEINFELDER, INC., a California corporation

4/26, 2023

By [Signature]  
Name Dan Brockman  
Title Assistant Secretary

\_\_\_\_\_, 2023

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

"Consultant"

CITY OF LONG BEACH, a municipal corporation

May 19, 2023

By [Signature]  
City Manager

"City"

This First Amendment to Agreement No. 36050 is approved as to form on

May 16, 2023.

DAWN MCINTOSH, City Attorney

By [Signature]  
Deputy

**ACTION BY WRITTEN CONSENT  
OF THE KLEINFELDER GROUP, INC.  
AS SOLE SHAREHOLDER**

**February 22, 2022**

The undersigned, being officers of The Kleinfelder Group, Inc., a California Corporation (the “*Corporation*”), duly organized, validly existing, and in good standing, hereby adopt the following resolutions by this written consent:

WHEREAS, the Corporation is the sole shareholder of Kleinfelder, Inc. (the “*Company*”); and

WHEREAS, the board of directors of Kleinfelder Holdings, LLC (the “*Board*”), at their February 10, 2022 meeting, delegated authority to the Corporation’s CEO, President, and General Counsel (the “*Officers*”) to manage the directors and officers for subsidiaries below the Corporation.

**Appointment of Director**

WHEREAS, effective October 6, 2021, Deborah Butera resigned as an employee and Director of the Company; and

WHEREAS, it is in the best interest of the Corporation and the Company to designate Scott B. Hillman as Director of the Company to fill the vacancy left by Deborah Butera’s resignation.

NOW THEREFORE BE IT RESOLVED, that Scott B. Hillman be and hereby is elected as Director of the Company with the right to bind the Company in dealings with third parties and to decide matters relating to the Company’s business; and

RESOLVED FURTHER, that Scott B. Hillman be and hereby is elected to serve as Director of the Company until replaced.

**Appointment of Officers**

WHEREAS, by Written Consent effective October 6, 2021, Dan Brockman was elected to serve as Secretary of the Company until replaced; and

WHEREAS, it is in the best interests of the Corporation and the Company to designate Scott B. Hillman as Secretary of the Company; and to designate Dan Brockman as Assistant Secretary of the Company.

NOW THEREFORE BE IT RESOLVED, that Scott B. Hillman be and hereby is elected to serve as Secretary of the Company with the right to bind the Company in dealings with third parties and to decide matters relating to the Company’s business; and

FURTHER RESOLVED, that Dan Brockman be and hereby is elected to serve as Assistant Secretary of the Company with the right to bind the Company in dealings with third parties and to decide matters relating to the Company’s business; and

FURTHER RESOLVED, that Scott B. Hillman be and hereby is elected to serve as Secretary of the Company until replaced; and

FURTHER RESOLED, that Dan Brockman be and hereby is elected to serve as Assistant Secretary of the Company until replaced.

**General Authorization**

RESOLVED FURTHER, that all the acts of any person authorized to act as set forth above, which acts would have been authorized by the foregoing resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted as acts on behalf of the Company.

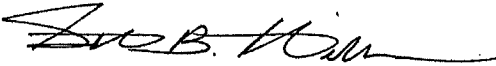
This Written Consent may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. The actions taken by this Written Consent shall have the same force and effect as if taken by the undersigned at a meeting of the Board, duly called and constituted pursuant to the laws of the Company's jurisdiction of formation. This Written Consent shall be filed with the minutes of the proceedings of the Board and shall have the same force and effect as though adopted at a meeting duly called and held. A signed copy of this Written Consent delivered by facsimile, e-mail in "portable document format" (".pdf") form or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Written Consent.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned, having been delegated authority by the Board of Kleinfelder Holdings, LLC, execute this written consent as of the date first set forth above.



\_\_\_\_\_  
Louis J. Armstrong



\_\_\_\_\_  
Scott B. Hillman

Exhibit B-1  
Rate Sheet



**Schedule of Rates for Services Sheet for City of Long Beach**  
**As Needed Engineering**  
**August 31, 2023 to August 31, 2024**

<b>Title</b>	<b>Rate / Hour</b>
Principal in Charge	\$325
QA/QC Manager	\$255
Geotechnical Engineer (Principal)	\$290
Senior Structural Engineer	\$290
Structural Engineer	\$215
Senior Project Manager	\$300
Project Manager	\$260
Senior Project Engineer	\$235
Project Engineer	\$190
Design Engineer	\$165
Associate Design Engineer	\$150
Staff Engineer	\$135
GIS Engineer	\$145
Senior CAD Technician	\$165
CAD Technician	\$145
Project Administration	\$145
Environmental	\$215
GIS Senior Analyst	\$215
GIS Analyst	\$165
Technician I	\$190
Technician II	\$150

Mileage rate cannot exceed current IRS Rate.  
 Reimbursable items at cost.  
 Consultants and Sub Consultants billed at cost.  
 Rates may only be changed by mutual consent by contract amendment.  
 Rates include insurance and overhead costs.

# Exhibit C-1

## City's Representative

Keith Hoey, City Engineer  
Keith.Hoey@longbeach.gov  
562/570-6586