

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

1 THIRD AMENDMENT TO AGREEMENT NO. 35394

2 **35394**

3 THIS THIRD AMENDMENT TO AGREEMENT NO. 35394 is made and
4 entered, as of July 14, 2022, for reference purposes only, pursuant to a minute order
5 adopted by the City Council of the City of Long Beach at its meeting on August 20, 2019,
6 by and between ARDURRA GROUP, INC. DBA ANDERSONPENNA PARTNERS, a
7 Florida corporation ("Consultant"), with a place of business at 3737 Birch Street, Suite 250,
8 Newport Beach, California 92660, and the CITY OF LONG BEACH, a municipal
9 corporation ("City").

10 WHEREAS, City and Consultant (the "Parties") entered into Agreement No.
11 35394 (the "Agreement") whereby Consultant agreed to provide as-needed, on-call
12 consulting services for street design projects in an amount not to exceed One Million
13 Dollars (\$1,000,000) for a period of three (3) years with the option to extend for two (2)
14 additional one-year periods, at the discretion of the City Manager; and

15 WHEREAS, the Parties entered into a First Amendment to the Agreement to
16 add One Million Dollars (\$1,000,000) for a total not to exceed amount of Two Million Dollars
17 (\$2,000,000); and

18 WHEREAS, on August 10, 2021, City Council authorized increasing the
19 aggregate agreement amount by Twenty Million Dollars (\$20,000,000) for a revised
20 aggregate agreement amount not to exceed Thirty Million Dollars (\$30,000,000); and

21 WHEREAS, the Parties entered into a Second Amendment to the Agreement
22 to add Five Million Dollars (\$5,000,000) for a total not to exceed amount of Seven Million
23 Dollars (\$7,000,000); and

24 WHEREAS, the Parties desire to extend the term one (1) additional one-year
25 period, attach an updated rate sheet, and update the City Representative;

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

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

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1 "2. TERM. The term of this Agreement shall commence at midnight on
2 October 1, 2019, and shall terminate at 11:59 p.m. on September 30, 2023, unless sooner
3 terminated as provided in this Agreement, or unless the services or the Project is
4 completed sooner. The term may be extended for one (1) additional one-year period, at
5 the discretion of the City Manager."

6 2. The Rates in Exhibit "B" to the Agreement are hereby amended in
7 accordance with Exhibit "B-1", attached hereto and incorporated by this reference.

8 3. The City Representative in Exhibit "C" to the Agreement is hereby
9 amended in accordance with Exhibit "C-1", attached hereto and incorporated by this
10 reference.

11 4. Except as expressly modified herein, all of the terms and conditions
12 contained in Agreement No. 35394 are ratified and confirmed and shall remain in full force
13 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.

ARDURRA GROUP, INC. DBA ANDERSONPENNA PARTNERS, a Florida corporation

_____, 2022

By *Lisa M. Penna*
Name Lisa M. Penna, P.E.
Title Vice President

_____, 2022

By *Dino D'Emilio*
Name Dino D'Emilio, P.E.
Title Group Leader

"Consultant"

CITY OF LONG BEACH, a municipal corporation

August 10, 2022

By *Sonda F. Tatum*
City Manager

"City"

This Third Amendment to Agreement No. 35394 to be approved as to form on
AUGUST 9, 2022.

EXECUTED PURSUANT TO APPROVED AS TO FORM ON THE CITY CHARTER.

CHARLES PARKIN, City Attorney

By *Charles Parkin*
Deputy

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Exhibit B-1

Rates or Charges Update

Ardurra Group, Inc.
 Effective October 1, 2022 Standard Billing Rate Schedule
Public Works West

Engineering Services

Staff	Hourly Rate
Principal	\$230
QA/QC Manager	\$210
Project Manager IV	\$215
Project Manager III	\$205
Project Manager II	\$195
Project Manager I	\$185
Project Engineer IV	\$190
Project Engineer III	\$170
Project Engineer II	\$160
Project Engineer I	\$145
Project Designer III*	\$140
Project Designer II*	\$130
Project Designer I*	\$120
CADD Drafter III*	\$115
CADD Drafter II*	\$110
CADD Drafter I*	\$105
Public Works Technician I*	\$105
Administrative Assistant	\$105

Municipal Services

Staff	Hourly Rate
Principal	\$230
Project Exec./Management Consultant	\$210
Senior Program Manager	\$210
Program Manager	\$205
Project Manager III	\$205
Project Manager II	\$190
Project Manager I	\$175
Plan Check Engineer IV	\$190
Plan Check Engineer III	\$180
Plan Check Engineer II	\$165
Plan Check Engineer I	\$150
Public Works Technician III*	\$120
Public Works Technician II*	\$110
Public Works Technician I*	\$100
Senior Code Enforcement Officer/Mgr*	\$100
Code Enforcement Officer II*	\$85
Code Enforcement Officer I*	\$75

* Positions noted with an asterisk are subject to overtime rates billed at 1.5 times regular rates for all time over 8 hours in a single day or work performed on Saturday; and double time rates for work performed on Sundays and Holidays.

Other Direct Costs: Reimbursement of identifiable non-salary costs that are directly attributable to the project such as oversized and/or color reproduction costs, overnight postage or couriers, etc., are billed at actual cost. Mileage required for travel are billed at the allowable IRS mileage reimbursement rate.

Fees for subconsultant services: Billed at actual cost.

Exclusions to Scope and Fee: The following items are specifically excluded:

- Legal advice
- Specialized software (other than MS Office Suite and MS Project)
- Expert witness services

Exhibit C-1

City's Representative:

Keith Hoey,

Assistant City Engineer

Keith.Hoey@LongBeach.Gov

562/570-6586