FIRST AMENDMENT TO AGREEMENT NO. 35797 35797 2 THIS FIRST AMENDMENT TO AGREEMENT NO. 35797 is made and 3 entered, in duplicate, as of October 26, 2022 for reference purposes only, pursuant to a 4 5 minute order adopted by the City Council of the City of Long Beach at its meeting on November 17, 2020, by and between MICHAEL BAKER INTERNATIONAL, INC., a 6 Pennsylvania corporation ("Consultant"), with a place of business at 5 Hutton Centre Drive, 7 Suite 500, Santa Ana, California 92707, and the CITY OF LONG BEACH, a municipal 8 9 corporation ("City").

WHEREAS, City and Consultant (the "Parties") entered into Agreement No. 10 11 35797 (the "Agreement") whereby Consultant agreed to provide labor compliance 12 monitoring services; and

13 WHEREAS, the Parties desire to extend the term of the Agreement for one 14 (1) additional one-year period and clarify the authorized not to exceed amount;

15 NOW, THEREFORE, in consideration of the mutual terms, covenants, and 16 conditions herein contained, the Parties agree as follows:

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

"A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement 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, in a total contract amount not to exceed Three Hundred Thousand Dollars (\$300,000), at the rates or charges shown in Exhibit "B"."

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

"2. TERM. The term of this Agreement shall commence at midnight on December 1, 2020, and shall terminate at 11:59 p.m. on November 30, 2023, 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-

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1 year periods, at the discretion of the City Manager." 2 3. Except as expressly modified herein, all of the terms and conditions 3 contained in Agreement No. 35797 are ratified and confirmed and shall remain in full force and effect. 4 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 MICHAEL BAKER INTERNATIONAL, INC., See Attachment a Pennsylvania corporation 8 Βv 9 2022 Name Urlian 2150 10 Title Vice Presid 11 2022 Bv CHARLES PARKIN, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach. CA 90802-4664 Name Fareeha 12 Title Associate Gesich. Vico 13 "Consultant" 14 CITY OF LONG BEACH, a municipal 15 corporation 16 Alecember 21 Sindu J. . 2022 Bv 17 Citv PURSUANT TO SECTION 301 OF 18 "Citv" THE CITY CHARTER. 19 This First Amendment to Agreement No. 35797 is approved as to form on December 20 , 2022. 20 21 CHARLES PARKIN, City Attorney 22 23 Deputy 24 25 26 27 28 2 EWM:ag A20-06832 01452591.DOCX

DFFICE OF THE CITY ATTORNEY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange	, _)
On 10/00/2022 before me,	Zayne William Brundage, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared	Hoose, Fareeha Kibriya
	Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Description of Attached Document

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

OPTIONAL '

Signature_

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Title or Type of Document: Number of Pages: Signer(s) Other Than	Document Date: Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s) Signer's Name:		
□ Corporate Officer – Title(s):		
□ Partner — □ Limited □ General □ Individual □ Attorney in Fact	□ Partner — □ Limited □ General □ Individual □ Attorney in Fact	
□ Trustee □ Guardian or Conservator	□ Trustee □ Guardian or Conservator □ Other:	
Signer Is Representing:	Signer Is Representing:	

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Service Rates

As requested, a schedule is presented below of hourly rates for the personnel being offered to the City of Long Beach. These rates are fully burdened, and the only additional or incidental costs that would be billed to the City are reimbursable costs that are approved by the City. The City would not be billed for travel time, but only for those hours worked by our staff at City of Long Beach offices, actual project sites, or our offices.

Name/Title	Hourly Rate
Damien Delany, Project Manager	\$154.00
Sandra Lee, Labor Compliance Officer	\$113.00

Michael Baker understands that project-specific cost proposals will be requested and the City will issue purchase order agreements on an as-needed basis. The rates quoted above are subject to a 3 percent increase on January 1st of each year.

Michael Baker will submit invoices for each assigned project on a monthly basis. Invoices will be submitted by the tenth (10th) of the month and include a breakdown of employee position, name, rate, and hours worked. A detailed summary of the tasks performed (labor compliance monitoring activities) will be attached as supporting documentation for the work hours reported on invoice.

Michael Baker will include on each invoice the project name and number, applicable Purchase Order number, the not-to-exceed" amount stated on the project-specific cost proposal, cumulative amount charged to date for the project, and the monthly amount being charged for that invoice.

