



1           WHEREAS, the Parties entered into a Sixth Amendment to the Agreement  
2 to add One Million Three Hundred Thousand Dollars (\$1,300,000) for a total not to exceed  
3 amount of Five Million Three Hundred Thousand Dollars (\$5,300,000); and

4           WHEREAS, on October 11, 2022, City Council approved extending the  
5 Agreement one (1) additional one-year period; and

6           WHEREAS, the Parties desire to add One Million Five Hundred Thousand  
7 Dollars (\$1,500,000) to the Agreement for a total not to exceed amount of Six Million Eight  
8 Hundred Thousand Dollars (\$6,800,000), extend the term one (1) additional one-year  
9 period, and attach an updated rate sheet;

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

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

13                   “A.     Consultant shall furnish specialized services more particularly  
14 described in Exhibit “A”, attached to the Agreement and incorporated by this  
15 reference, in accordance with the standards of the profession, and City shall pay for  
16 these services in the manner described below, not to exceed Six Million Eight  
17 Hundred Thousand Dollars (\$6,800,000), at the rates or charges shown in Exhibit  
18 “B-3”.”

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

20                   “2.     TERM. The term of this Agreement shall commence at midnight on  
21 January 1, 2017, and shall terminate at 11:59 p.m. on December 31, 2023, unless sooner  
22 terminated as provided in this Agreement, or unless the services or the Project is  
23 completed sooner.”

24           3.     The Rates in Exhibit “B-2” to the Third Amendment to the Agreement  
25 are hereby amended in accordance with Exhibit “B-3”, attached hereto and incorporated  
26 by this reference.”

27           4.     Except as expressly amended herein, all terms and conditions in  
28 Agreement No. 34492 are ratified and confirmed and shall remain in full force and effect.

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

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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.

GROUP DELTA CONSULTANTS, INC., a California corporation

10-31-2022, 2022

By [Signature]  
Name Shah Gharbari  
Title Principal

\_\_\_\_\_, 2022

By [Signature]  
Name MICHAEL KEATON  
Title CEO

"Consultant"

CITY OF LONG BEACH, a municipal corporation

November 10, 2022

By [Signature]  
City Manager

"City"

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

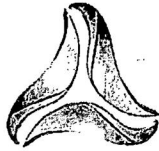
This Seventh Amendment to Agreement No. 34492 is approved as to form on November 3, 2022.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

## Exhibit B-3 - Updated Rates

1. 10/1/2014  
2. 10/1/2015  
3. 10/1/2016



# GROUP DELTA

Schedule of Rates for Services for City of Long Beach  
As Needed Construction Materials Testing and Inspection  
January 1<sup>st</sup>, 2023 to December 31, 2023\*

<b>Title</b>	<b>Hourly Rate</b> (Blended for 1 years)
Project Assistant/Dispatch/Admin	\$84*
CM/ Senior Inspector	\$145
Special/ Deputy Inspector*	\$136*
Consulting Inspector*	\$130*
ACI/ Soils/ HMA Technician*	\$126*
Chief Field / Lead Inspector	\$170
Laboratory Manager	\$144*
Quality Control Manager	\$160*
Project / Engineer Manager	\$180*
Senior Engineer	\$195*

*Note : \*Italics Denote change/ PLA rates included*

No mileage, transportation charges or per diem allowed.

Pre-approved reimbursable items charged at cost.

Sub-consultants billed at above approved rate.

Rates can only be changed by amendment.

Pre-approved overtime will be charged at time and a half.