

1 the term to August 31, 2022, for as-needed construction management and inspection
2 services for all public works projects; and

3 WHEREAS, the Parties entered into a Fifth Amendment to the Agreement to
4 add One Million Dollars (\$1,000,000) for a total not to exceed amount of Three Million Six
5 Hundred Thousand Dollars (\$3,600,000) and extend the term to August 31, 2022; and

6 WHEREAS, on July 19, 2022, the City Council authorized increasing the
7 aggregate not to exceed amount by Six Million Dollars (\$6,000,000) for a revised aggregate
8 amount not to exceed Fifty-Five Million Dollars (\$55,000,000) and extended the term to
9 August 31, 2023, for as-needed construction management and inspection services for all
10 public works projects; and

11 WHEREAS, the Parties desire to add One Million Dollars (\$1,000,000) for
12 a total not to exceed amount of Four Million Six Hundred Thousand Dollars (\$4,600,000),
13 extend the term one (1) additional one-year period, attach an updated rate sheet and
14 update the City Representative;

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

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

18 "A. Consultant shall furnish specialized services more particularly
19 described in Exhibit "A", attached to this Agreement and incorporated by this
20 reference, in accordance with the standards of the profession, and City shall pay for
21 these services in the manner described below, not to exceed Four Million Six
22 Hundred Thousand Dollars (\$4,600,000), at the rates or charges shown in Exhibit
23 "B-1"."

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

25 "2. TERM. The term of this Agreement shall commence at
26 midnight on August 31, 2016, and shall terminate at 11:59 p.m. on August 31, 2023,
27 unless sooner terminated as provided in this Agreement, or unless the services or
28 the Project is completed sooner."

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

1 3. The Rates contained in Exhibit "B" to the Agreement are hereby
2 amended and replaced by Exhibit "B-1", attached hereto and incorporated herein.

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

6 5. Except as expressly amended herein, all terms and conditions in
7 Agreement No. 34380 are ratified and confirmed and shall remain in full force 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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8/10/, 2022

HARRIS & ASSOCIATES, INC., a
California corporation

By [Signature]
Name Steven Winchester
Title CEO/President

8/10/, 2022

By [Signature]
Name Steven Winchester
Title CFO

"Consultant"

CITY OF LONG BEACH, a municipal
corporation

August 19, 2022

By [Signature]
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Sixth Amendment to Agreement No. 34380 is approved as to form on
August 16, 2022.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy



Harris & Associates

**CERTIFICATE OF THE PRESIDENT AND CEO
OF
HARRIS & ASSOCIATES, INC.**

Authorization to Enter into Contracts and Proposals

Pursuant to the authority granted by Section 5.3 of the Bylaws of Harris & Associates, Inc., a California corporation (Company), and the delegation of authority by the Board of Directors of the Company to the President and CEO, the undersigned, as President and CEO, hereby authorizes the individuals holding the positions named below to have the authority to enter into contracts and sign proposals and incur obligations in the amounts set forth below for contracts with acceptable risk. Contracts that have questionable risk must be elevated to the Risk Management Advisory Committee for review and approval. These authorities shall remain in effect until such individual no longer holds the named position or the signing authority is revoked, changed or amended by a duly executed Certificate of the President and CEO.

The individuals named below holding the positions in Tier 1 may further delegate their authority to specific individuals who report directly to them for amounts up to \$2,500,000.

The individuals named below holding the positions in Tier 2 may further delegate their authority to specific individuals who report directly to them for amounts up to \$1,000,000. This further delegation of authority must be in writing and approved by the CEO or appropriate Division President using the attached Delegation of Authority letter. The delegation of authority will be limited to a specific time period ending not later than the end of the specific calendar year. Further, this delegation of authority may be limited to a specific proposal or contract.

Tier 1. Contracts and Proposals in Unlimited Amounts
CEO, CBDO and COO

Tier 2. Contracts and Proposals up to Two Million Five Hundred Thousand Dollars (\$2,500,000)
Vice Presidents

IN WITNESS WHEREOF, the undersigned has executed this Certificate of the President and CEO as of this 1st day of March, 2022.

Steve Winchester, President and CEO

Delegation of Authority Letter

By means of this letter, I (*name and title of delegating official*) delegate the authority herein described to (*name and position title of delegate*), on the following terms and conditions:

1. (*Name of delegate*) may review and execute, on my behalf, proposals and contracts in an amount and duration not to exceed (*dollar limit*) and (*period of time*) respectively.
2. The proposals and contracts subject to this delegation are those relating to (*describe the nature of the proposals or contracts*).
3. The effective date of this delegation is (*specific date*). It shall run until such delegation is revoked, the delegate is no longer serving in the position described in this delegation, or the end of the calendar year (*date*), whichever comes first.
4. **The authority delegated in this document shall not be sub-delegated.**

Signature of Delegating Official
Name and Title Printed _____
Date _____

Acknowledged and agreed:

Signature of Delegate
Name and Title Printed _____
Date _____

Approved:

Signature
Name and Title Printed _____
(CEO, COO or Division President)
Date _____

Exhibit B-1

Rates or Charges Update



Schedule of Rates for Services for City of Long Beach

As Needed Construction Management

September 1, 2022 to August 31, 2023

Title	Hourly Rate
Project Director I	\$220.50
Project Director II	\$252.00
Contract Manager	\$204.75
Project Manager I	\$157.50
Project Manager II	\$183.75
Project Manager III	\$204.75
Project Manager IV	\$220.50
Construction Manager I	\$131.25
Construction Manager II	\$157.50
Construction Manager III	\$183.75
Construction Manager IV	\$204.75
Construction Manager V	\$231.00
Resident Engineer I	\$126.00
Resident Engineer II	\$168.00
Resident Engineer III	\$189.00
Construction Engineer I	\$115.50
Construction Engineer II	\$157.50
Construction Engineer III	\$189.00



Harris & Associates

Construction Engineer IV	\$210.00
Scheduling Engineer I	\$115.50
Scheduling Engineer II	\$157.50
Scheduling Engineer III	\$199.50
Cost Engineer I	\$115.50
Cost Engineer II	\$183.75
Cost Engineer III	\$199.50
*Inspector I	\$105.00
*Inspector II	\$157.50
*Inspector III	\$183.75
Technician I	\$94.50
Technician II	\$131.25
Technician III	\$168.00
CM Administration I	\$78.75
CM Administration II	\$105.00

Mileage, transportation charges or per diem included.

Pre-approved reimbursable items charged at cost.

Sub-consultants billed at cost.

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

*Inspectors working in the State of California are subject to prevailing wage rates established for that area.



Anchor QEA – Schedule of Rates for Services of City of Long Beach

As Needed Construction Management

September 1, 2022 to August 31, 2023

Title (No Names)	Hourly Rate
Senior Principal Engineer/CM	\$276.15
Principal Engineer/CM	\$248.85
Senior Managing Engineer/CM	\$219.45
Managing Engineer/CM	\$204.75
Senior Engineer/CM	\$181.65
Staff 3 Engineer/CM	\$159.60
Staff 2 Engineer/CM	\$143.85
Staff 1 Engineer/CM	\$120.75
Senior Design/CAD	\$123.90
Design/CAD	\$108.15
Project Coordinator	\$102.90
Field Technician	\$102.90

No mileage, transportation charges or per diem allowed.

Pre-approved reimbursable items charged at cost.

Sub-consultants billed at cost.

Rates can only be changed by amendment.

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

Exhibit C-1

City's Representative:

Keith Hoey

Assistant City Engineer

Keith.Hoey@LongBeach.Gov

562/570-6586