

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

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SIXTH AMENDMENT TO AGREEMENT NO. 34908

34908

THIS SIXTH AMENDMENT TO AGREEMENT NO. 34908 is made and entered, in duplicate, as of March 8, 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 January 17, 2023, by and between STANTEC CONSULTING SERVICES INC., a New York corporation ("Consultant"), with a place of business at 370 Interlocken Boulevard, Suite 200, Broomfield, Colorado 80021, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City and Consultant (the "Parties") entered into Agreement No. 34908 (the "Agreement") whereby Consultant agreed to provide on-call professional engineering and architectural services; and

WHEREAS, the Parties entered into a First Amendment to the Agreement to add \$350,000 for a total not to exceed amount of \$3,350,000; and

WHEREAS, the Parties entered into a Second Amendment to the Agreement to add \$850,000 for a total not to exceed amount of \$4,200,000; and

WHEREAS, the Parties entered into a Third Amendment to the Agreement to add \$1,987,319 for a total not to exceed amount of \$6,187,319; and

WHEREAS, the Parties entered into a Fourth Amendment to the Agreement to extend the term to February 28, 2022; and

WHEREAS, the Parties entered into a Fifth to extend the term to February 28, 2023;

WHEREAS, on January 17, 2023, the City Council authorized extending the Agreement term for an additional three-year period, with the option to renew for two additional one-year periods, at the discretion of the City Manager; and

WHEREAS, the Parties desire to extend the term by an additional three (3) year period, with the option to renew for two additional one-year periods, at the discretion of the City Manager, add Two Million Four Hundred Ninety-Six Thousand Two Hundred

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Irvine, CA 92612-4664

1 Five Dollars (\$2,496,205) to the Agreement, update the rates and update the City's
2 Representative;

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

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

6 "A. Consultant shall furnish specialized services more particularly
7 described in Exhibit "A", attached to this Agreement and incorporated by this reference, in
8 accordance with the standards of the profession, and City shall pay for these services in
9 the manner described below, not to exceed Eight Million Six Hundred Eighty-Three
10 Thousand Five Hundred Twenty-Four Dollars (\$8,683,524), at the rates or charges shown
11 in Exhibit "B".

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

13 "2. TERM. The term of this Agreement shall commence at midnight on
14 March 1, 2018 and shall terminate at 11:59 p.m. on February 28, 2026, unless sooner
15 terminated as provided in this Agreement, or unless the services or the Project is
16 completed sooner. The term may be extended for two (2) additional one-year periods, at
17 the discretion of City Manager."

18 3. The rates in Exhibit "B" to the Agreement are hereby amended in
19 accordance with Exhibit "B-1", attached hereto and incorporated by this reference.

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

23 5. Except as expressly modified herein, all of the terms and conditions
24 contained in Agreement No. 34908 are ratified and confirmed and shall remain in full force
25 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.

STANTEC CONSULTING SERVICES INC., a New York corporation

MARCH 27, 2023

By *E. F. Otámez Jr.*
Name EDUARDO F. OTÁMEZ JR.
Title VICE PRESIDENT

_____, 2023

By _____
Name _____
Title _____

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"Consultant"

CITY OF LONG BEACH, a municipal corporation

March 29, 2023

By *Linda J. Tatum*
City Manager

"City"

This Sixth Amendment to Agreement No. 34908 is approved as to form on

MARCH 28, 2023.

DAWN MCINTOSH, City Attorney

By *Kevin J. Owen*
Deputy

EXHIBIT B-1
UPDATED RATES



**Schedule of Rates for Services for City of Long Beach
On-Call Professional Engineering and Architecture Services for LB-MUST Project
March 1, 2023 – March 31, 2026**

Labor Rates:

Labor Classification	Billing Level	Hourly Rate
Administrative I	Level 3	\$91
Administrative II, CADD Technician, Research Technician	Level 4	\$102
Administrative III, CADD Technician I, Permitting Technician	Level 5	\$110
Administrative IV, CADD Technician II, Assistant Engineer/Scientist/Architect	Level 6	\$121
Engineer/Scientist/Architect	Level 7	\$126
Staff Engineer/Scientist/Architect, CADD Technician III	Level 8	\$130
Staff Engineer I/Scientist/Architect, CADD Technician III	Level 9	\$139
Project Engineer I/Scientist/Architect, CADD/GIS Tech IV	Level 10	\$143
Project Engineer II/Scientist/Architect	Level 11	\$152
Associate Engineer/Scientist/Architect	Level 12	\$164
Associate Engineer II/Scientist/Architect	Level 13	\$175
Senior Engineer/Scientist/Architect	Level 14	\$203
Senior Engineer II/Scientist/Architect	Level 15	\$213
Principal Engineer/Scientist/Architect	Level 16	\$235
Sr. Principal Engineer/Scientist/Architect	Level 17	\$256
Chief Engineer/Scientist/Architect	Level 18	\$301
Project Manager	Level 18	\$301

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight time rate. Overtime by non-exempt personnel will be charged at 1.5 times the above hourly rates.

**The above rates do not include prevailing wages as determined by the Department of Industrial Relations on Public Works projects. Prevailing wages and benefits are billed at a higher rate in comparison to the Stantec rate.*



**Schedule of Rates for Services for City of Long Beach
On-Call Professional Engineering and Architecture Services for LB-MUST Project
March 1, 2023 – March 31, 2026**

When Stantec staff, appear as expert witnesses at court trials, mediation, arbitration hearings and depositions, their time will be charged at 2.0 times the standard rate. All time spent preparing for such trials, hearings and depositions will be charged at the standard labor rate.

Other Direct Disbursements:

Disbursement	Rate
Vehicle Mileage	Prevailing IRS Rate
Subcontract Services	Actual Cost + 0%
Travel	Actual Cost + 0%
Capital Purchases and Expendable Materials	Actual Cost + 0%
Express Delivery and Shipping	Actual Cost + 0%

Reproduction:

Disbursement	Rate
The following charges will apply for plots generated by the CADD and GIS systems.	
Color Paper Plots: 24x36	\$24.00
Color Paper Plots: 36x48	\$36.00
BW Plots:	\$7.00
Mylar Prints: 24x36	\$20.00
Mylar Prints: 36x48	\$25.00
The following charges will apply for in-house reproduction	
Reproduction – 11x17 Color Plot/Print/Copy	\$2/copy
Reproduction – 8.5x11 B&W Copies	\$0.10/copy
Reproduction – 8.5x11 Color Copies	\$1.00/copy



**Schedule of Rates for Services for City of Long Beach
On-Call Professional Engineering and Architecture Services for LB-MUST Project
March 1, 2023 – March 31, 2026**

Standard Field Equipment:

Standard Field Equipment	Rate
Field/Personal Vehicle – Mileage	Prevailing IRS rate
Field Vehicle	\$100/day
H&S – Traffic Control Equipment	\$55/day
Meter – Measuring Wheel	\$25/day
Meter – O2/H2S/LEL	\$100/day
Meter – pH/Temp/Conductivity	\$25/day
Meter – Turbidity	\$30/day
Survey Equipment – Laser Plane Level & Receiver	\$135/day
Survey Equipment - GPS	\$30/day

NOTE: Other equipment needs will be priced on a per project basis.

OTHER HOURLY LABOR RATE CATAGORIES If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.

EXHIBIT C-1

CITY'S REPRESENTATIVE

COLIN AVERILL, CIVIL ENGINEER

COLIN.AVERILL@LONGBEACH.GOV

562.570.6679