

# 30017

## THIRD AMENDMENT TO AGREEMENT NO. 30017

1 This Third Amendment to Agreement No. 30017 ("Amendment") is made  
2 and entered, in duplicate, pursuant to a minute order adopted by the City Council of the  
3 City of Long Beach on March 6, 2007, by and between the CITY OF LONG BEACH, a  
4 municipal corporation ("City") and PARSONS BRINCKERHOFF, INC. (formerly known as  
5 PB AMERICAS, INC.), a New York corporation ("Consultant").

6 WHEREAS, City and Consultant previously entered into an Agreement  
7 dated March 30, 2007, amended by a First Amendment dated July 17, 2008 and a  
8 Second Amendment dated December 28, 2009 (as amended, the "Agreement"), pursuant  
9 to which Consultant agreed to perform certain construction management and engineering  
10 services for City; and

11 WHEREAS, City and Consultant now desire to amend the Agreement to,  
12 among other things, reflect an updated schedule of fees, an increased contract amount,  
13 and a mutual exercise of the second and final option to extend the term of the  
14 Agreement;

15 NOW, THEREFORE, City and Consultant mutually agree as follows:

- 16 1. This Amendment shall be effective as of the date on which this  
17 Amendment is executed by both parties (the "Effective Date").
- 18 2. The Schedule of Fees in Exhibit "A" to the Agreement is replaced in  
19 its entirety by Exhibit "A-1", attached hereto and incorporated herein by this reference.
- 20 3. City payment for services described in the Agreement shall not  
21 exceed \$10,000,000 over the term of the Agreement, as extended by this Amendment.
- 22 4. Pursuant to the exercise of the mutual option to extend the term  
23 under Section 2 of the Agreement, the term of the Agreement shall be extended for three  
24 (3) years, and shall expire on December 31, 2015. City and Consultant have no  
25 remaining extension options under the Agreement.
- 26 5. All terms, covenants, and conditions of the Agreement, except as  
27 amended herein, shall remain unchanged and in full force and effect.  
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OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

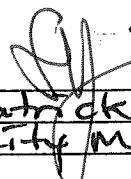
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IN WITNESS WHEREOF, the parties hereto have executed this Third  
Amendment.

"City"

CITY OF LONG BEACH, a California municipal  
corporation

Date: 12.21

By:   
Name: Patrick H. West  
Title: City Manager

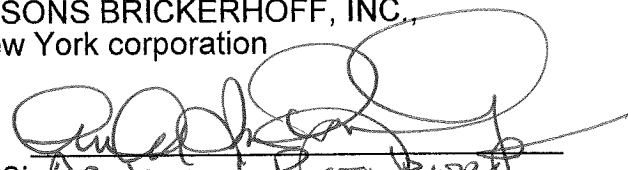
Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

"Consultant"

PARSONS BRICKERHOFF, INC.,  
a New York corporation

Date: \_\_\_\_\_


By:   
Name: ARNOLD I. ROSENPORT  
Title: SR. Vice President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form this 18 day of December, 2012.

ROBERT E. SHANNON, City Attorney

By:   
Deputy

07-01483

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Long Beach, CA 90802-4664

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EXHIBIT "A-1"  
FEE SCHEDULE  
[ATTACHED]

**PARSONS BRINCKERHOFF** City of Long Beach Contract No. 30017 **HOURLY BILLING RATES -- TERM 3**

blended rate	CORE TEAM		1/1/13-7/31/13	8/1/13-7/31/14	8/1/14-7/31/15	8/1/15-12/31/15
\$ 194.39	Sr. Project/Const. Mgr.		\$ 186.74	\$ 193.28	\$ 200.04	\$ 207.04
\$ 115.29	Office Engineer II		\$ 110.92	\$ 114.80	\$ 118.82	\$ 122.98
\$ 100.72	Project Administrator III		\$ 96.54	\$ 99.92	\$ 103.42	\$ 107.04
\$ 255.32	Project Principal		\$ 247.65	\$ 256.32	\$ 265.29	\$ 274.58
\$ 157.18	Deputy Construction Manager					
\$ 74.28	Document Control					

blended rate	LABOR COMPLIANCE TEAM		1/1/13-7/31/13	8/1/13-7/31/14	8/1/14-7/31/15	8/1/15-12/31/15
\$ 72.75	Labor Compliance		\$ 69.51	\$ 71.94	\$ 74.46	\$ 77.07
\$ 72.75	Labor Compliance		\$ 69.18	\$ 71.60	\$ 74.11	\$ 76.70
\$ 104.50	LCM Administrator		\$ 100.91	\$ 104.44	\$ 108.10	\$ 111.88

blended rate	FIELD INSPECTION TEAM		1/1/13-7/31/13	8/1/13-7/31/14	8/1/14-7/31/15	8/1/15-12/31/15
\$ 117.50	Inspector I		\$ 111.53	\$ 115.43	\$ 119.47	\$ 123.66
\$ 128.05	Inspector II		\$ 122.98	\$ 127.29	\$ 131.74	\$ 136.35
\$ 130.55	Inspector III		\$ 123.55	\$ 127.87	\$ 132.35	\$ 136.98
\$ 139.50	Inspector IV		\$ 132.02	\$ 136.64	\$ 141.42	\$ 146.37
\$ 148.90	Inspector V		\$ 141.63	\$ 146.59	\$ 151.72	\$ 157.03
\$ 161.00	Start-up/Commissioning					
\$ 168.00	Quality Manager		\$ 159.46	\$ 165.05	\$ 170.82	\$ 176.80

blended rate	SURVEYING TEAM		1/1/13-7/31/13	8/1/13-7/31/14	8/1/14-7/31/15	8/1/15-12/31/15
\$ 210.00	Chief of Surveys		\$ 199.33	\$ 206.31	\$ 213.53	\$ 221.00
\$ 166.00	Mapping Engineer		\$ 157.57	\$ 163.08	\$ 168.79	\$ 174.70
\$ 162.00	Licensed Land Surveyor		\$ 153.77	\$ 159.15	\$ 164.72	\$ 170.49
\$ 135.00	Survey Technician		\$ 129.31	\$ 133.83	\$ 138.52	\$ 143.36
\$ 125.00	CADD Technician		\$ 120.36	\$ 124.57	\$ 128.93	\$ 133.45
\$ 152.00	Survey Party Chief		\$ 146.66	\$ 151.80	\$ 157.11	\$ 162.61
\$ 146.00	Survey Chainperson		\$ 140.79	\$ 145.72	\$ 150.82	\$ 156.10

blended rate	AIRSIDE PLANNING/ENGINEERING TEAM		1/1/13-7/31/13	8/1/13-7/31/14	8/1/14-7/31/15	8/1/15-12/31/15
\$ 230.00	Principal Planner		\$ 218.94	\$ 226.60	\$ 234.54	\$ 242.74
\$ 225.00	Principal Engineer		\$ 214.18	\$ 221.68	\$ 229.44	\$ 237.47
\$ 160.00	Resident Engineer		\$ 152.31	\$ 157.64	\$ 163.16	\$ 168.87
\$ 130.00	Staff Engineer II		\$ 123.75	\$ 128.08	\$ 132.56	\$ 137.20
\$ 140.00	Staff Engineer III		\$ 133.27	\$ 137.93	\$ 142.76	\$ 147.76
\$ 155.00	Staff Engineer IV		\$ 147.55	\$ 152.71	\$ 158.06	\$ 163.59
\$ 125.00	CADD Technician		\$ 118.99	\$ 123.15	\$ 127.47	\$ 131.93

*AM*  
*12/6/12*

Note: The fully burdened hourly rates listed above include direct labor costs, fringe benefits, insurance, taxes, overhead and profit. Vehicles are no longer separately chargeable as Other Direct Costs.