OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664

FIRST AMENDMENT TO AGREEMENT NO. 30060

This First Amendment to Agreement No. 30060 ("Amendment") is made and entered, in duplicate, pursuant to a minute order adopted by the City Council of the City of Long Beach on March 6, 2007, by and between the CITY OF LONG BEACH, a municipal corporation ("City") and HELLMUTH, OBATA & KASSABAUM, INC., a Missouri corporation ("Consultant").

WHEREAS, City and Consultant previously entered into an Agreement dated March 30, 2007 (the "Agreement"), pursuant to which Consultant agreed to perform certain architectural, planning and engineering services for City; and

WHEREAS, City and Consultant now desire to amend the Agreement to, among other things, reflect a mutual exercise of the first option to extend the term of the Agreement and to update the fee schedule attached to the Agreement;

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

- 1. This Amendment shall be effective as of the date on which this Amendment is executed by both parties (the "Effective Date").
- 2. City payment for services described in the Agreement shall not exceed \$18,000,000.00 over the term of the Agreement, as extended by this Amendment, and City shall pay for such services at the rates shown on Exhibit "E" to this Amendment.
- 3. Pursuant to the exercise of the mutual option to extend the term under Section 2 of the Agreement, the term of the Agreement shall be extended for three (3) years, and shall expire on December 31, 2012. City and Consultant have one (1) remaining three-year option under Section 2 of the Agreement.
- 4. Exhibit "B" to the Agreement is hereby amended so that the City's Representative is Mario Rodriguez, Director, Long Beach Airport, or designee.
- 5. Exhibit "E" attached to this Amendment is hereby added as Exhibit "E" to the Agreement.
 - 6. Consultant shall provide City with a five percent (5%) discount on all

invoices associated with any new fee proposals requested/initiated under the Agreement from the Effective Date through June 30, 2010.

7. All terms, covenants, and conditions of the Agreement, except as amended herein, shall remain unchanged and in full force and effect.

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

"City"

CITY OF LONG BEACH, a California municipal corporation

	Assistant City Manager					
By:	trick H. West					
Name: Ra	(
Title: 41-	ty Monager					
	J					
"Consultant	EXECUTED PURSUANT					
	TO SECTION 301 OF					
HELL MUTH	DBATA & KASSASAUMANO.,					
a Missouri co	moration					
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By:	· · · · · · · · · · · · · · · · · · ·					
Name:	MUAGOO MASONS					
Title:	SOUN YUS PRESIDES					

Name: Frederick Astagas
Title: Vice freside: 4

Approved as to form this 8 day of Vecenter, 2009.

ROBERT E. SHANNON, Gity Attorney

By: Deputy

07-01484

EXHIBIT "E" FEE SCHEDULE [ATTACHED]

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Long Beach Airport Long Beach, California

HOK - PRIME CONSULTANT, ARCHITECTURE, TERMINAL PLANNING



lob Classification	2010	2011	2012	Contract
Job Classification	2010	2011		Rate
Principal In Charge	\$316	\$329	\$342	\$329
Design Principal	\$275	\$286	\$297	\$286
Project Manager	\$234	\$243	\$253	\$243
Aviation Planner	\$222	\$231	\$240	\$231
QA/QC Manager	\$222	\$231	\$240	\$231
Senior Project Architect	\$205	\$213	\$222	\$213
Senior Project Designer	\$205	\$213	\$222	\$213
Specifications Writer	\$175	\$182	\$189	\$182
Senior Architect	\$158	\$164	\$171	\$164
Intermediate Architect	\$146	\$152	\$158	\$152
Architect	\$135	\$140	\$146	\$140
Senior Architectural Designer	\$170	\$177	\$184	\$177
Intermediate Architectural Designer	\$158	\$164	\$171	\$164
Architectural Designer	\$146	\$152	\$158	\$152
Senior Interior Designer	\$164	\$171	\$177	\$171
Intermediate Interior Designer	\$140	\$146	\$151	\$146
Interior Designer	\$117	\$122	\$127	\$122
Senior Construction Administrator	\$175	\$182	\$189	\$182
Intermediate Construction Administrator	\$146	\$152	\$158	\$152
Construction Administrator	\$117	\$122	\$127	\$122
Senior CAD/D Technician	\$129	\$134	\$140	\$134
Intermediate CAD/D Technician	\$117	\$122	\$127	\$122
CAD/D Technician	\$105	\$109	\$114	\$109
Senior Non-Technical Support	\$82	\$85	\$89	\$85
Non-Technical Support	\$70	\$73	\$76	\$73

Hourly rates include direct labor costs, fringe benefits, overhead and profit. Rates are exclusive of reimbursable expenses and other direct costs which shall be billed at their actual cost. Reimbursable expenses may include but are not limited to printing, postage and shipping, travel, mileage, communications, architectural renderings and models, etc.