

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

1 FOURTH AMENDMENT TO AGREEMENT NO. 28450

2 **28450**

3 THIS FOURTH AMENDMENT TO AGREEMENT NO. 28450 is made and
4 entered, in duplicate, as of January 31, 2008 for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting on
6 March 14, 2006, by and between 3D/INTERNATIONAL, INC., a Texas corporation, with a
7 place of business at 1900 West Loop South, Suite 400, Houston, Texas 77027
8 ("Consultant") and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, the parties entered Agreement No. 28450 whereby Consultant
10 agreed to provide as-needed construction management services; and

11 WHEREAS, the parties desire to extend the term of the Agreement and
12 adjust the Rate Schedule;

13 NOW, THEREFORE, in consideration of the mutual terms and conditions in
14 Agreement No. 28450 and herein, the parties agree as follows:

15 1. Section 2 of Agreement No. 28450 is hereby amended in its entirety
16 to read as follows:

17 "2. TERM. The term of this Agreement shall commence at midnight on
18 August 28, 2001, and shall terminate at 11:59 p.m. on March 31, 2009, unless sooner
19 terminate as provided in this Agreement, or unless the services to be performed
20 hereunder or the Project is completed sooner."

21 2. Exhibit "A-2" is amended by the replacement of the rate sheet
22 designated as Exhibit "A-2" with the rate sheet attached to this Fourth Amendment and
23 designated as Exhibit "A-3" and incorporated in the Agreement by this reference. The
24 rates in Exhibit "A-3" shall take effect April 1, 2008.


25 3. Except as expressly amended in this Fourth Amendment, all terms
26 and conditions in Agreement No. 28450 are ratified and confirmed and shall remain in full
27 force and effect.

28 ///

1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

3 3D/INTERNATIONAL, INC., a Texas
4 corporation

5 March 17, 2008

By 

PATRICK LAPPIN

Type or Print Name

6
7 SVP
Title

8 March 17, 2008

By 

JOSEPH J. SPARANO

Type or Print Name

JVP

Title

"Consultant"

12 CITY OF LONG BEACH, a municipal
13 corporation

14 3/29, 2008

By 
City Manager

"City"

17 This Fourth Amendment to Agreement No. 28450 is approved as to form on

18 3-21, 2008.

19
20 ROBERT E. SHANNON, City Attorney

21 By 
Deputy

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EXHIBIT "A-3"

CITY OF LONG BEACH
AS – NEEDED CONSTRUCTION
MANAGEMENT SERVICES
3D/INTERNATIONAL
HOURLY BILLING RATE SCHEDULE

Category	Hourly Rate
Project Executive	191
Senior Project Manager	180
Project Manager	158
Senior Construction Manager	158
Construction Manager	142
3D/I Assistant Project Manager	126
Project Coordinator	110
Controls Manager	158
Senior Estimator	158
Estimator	137
Senior Scheduler	158
Scheduler	137
Senior Architectural Reviewer	158
Architectural Reviewer	137
Senior Engineering Reviewer	158
Engineering Reviewer	137
Cost Engineer	110
MIS Coordinator	115
Document Controller	105
Secretary	68

1. These hourly rates represent lump sum amounts for each hour spent on the project and include direct salaries, employment taxes and other statutory employee benefits such as insurance, sick leave, holidays, & vacations, and 3D/I's overhead and profit. These rates are valid from July 1, 2008 through December 31, 2009 and cannot be modified without mutual consent of 3D/I and the City of Long Beach.
2. Reimbursable expenses shall include charges at cost for: reproductions, postage, long distance and cellular telephone calls, facsimiles, messenger and delivery service charges, progress photos; parking,

and mileage charges (based on the latest rate established by the IRS), stationery and supplies, fees paid for securing approval of authorities having jurisdiction over the Projects; and, upon prior approval of the City of Long Beach, any other reasonable and necessary expenses actually incurred by Construction Manager in connection with performance of its Services under this Agreement.

3D/I

3. Rates for categories of labor not listed above will be provided as required.