

FIRST AMENDMENT TO AGREEMENT NO. 11-2995  
BETWEEN THE CITY OF LOS ANGELES AND  
PARSONS BRINCKERHOFF, INC. (FORMERLY PB AMERICAS, INC)

THIS FIRST AMENDMENT to Agreement No. 11-2995 is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), and PARSONS BRINCKERHOFF, INC., a California corporation having offices at 505 South Main Street, Suite 900, Orange, California 92868 ("Consultant").

WHEREAS, City entered into Agreement No. 11-2995 with PB Americas, Inc., on July 20, 2011, for construction management services in support of the Berth 200 Rail; and

WHEREAS, PB Americas, Inc. changed its name to Parsons Brinckerhoff, Inc. on November 1, 2011; and

NOW, THEREFORE, it is mutually agreed that Agreement No. 11-2995 is amended as follows:

1. From and after the effective date of this First Amendment, the former name of Consultant, PB Americas, Inc., is replaced with Parsons Brinckerhoff, Inc.

2. Section 4.2 is amended to read:

4.2 The term of this Agreement shall not exceed four (4) years, commencing on the Agreement's effective date. This Agreement shall be in force and effect until:

a. Engineer determines that Consultant has completed the Scope of Work and provides Consultant written notice thereof; or

b. Board, in its sole discretion, terminates this calendar days following Executive Director's transmittal of written notice advising Consultant of such action by Board. Upon receipt of such written notice, Consultant shall be entitled to compensation only for services actually performed prior to such termination. Engineer, in his or her sole reasonable discretion, shall determine the amount of services actually performed and shall allocate a portion of the total compensation due Consultant accordingly. If Board so terminates this Agreement, Consultant shall deliver all drawings, specifications, plans, reports, studies, calculations, estimates, documents and other work product produced pursuant to this Agreement to City in an organized, usable form with all items properly labeled to the degree of detail specified by the Engineer.

No compensation shall be due Consultant until it complies with the requirements of this paragraph; or

c. Four (4) years has elapsed from the effective date of the Agreement.

Except as amended herein, all remaining terms and conditions of Agreement No. 11-2995 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 11-2995 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Executive Director

Attest \_\_\_\_\_  
Board Secretary

PARSONS BRINCKERHOFF, INC.

Dated: 5/22/2012

By: *Glenn W. Sutor*

GLENN W SUTOR S.V.P  
(Print/type name and title)

Attest: *Craig Johnson*

CRAIG JOHNSON ASSIST. V.P.  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

*[Signature]*, 2012  
CARMEN A. TRUTANICH, City Attorney  
Thomas A. Russell, General Counsel

By \_\_\_\_\_  
STEVEN Y. OTERA, Deputy

SYO/jrs  
5/14/12

Account#	W.O. #
Ctr/Div#	Job Fac.#
Proj/Prog#	
Budget FY: Amount:	
2011-2012	\$150,000
2012-2013	\$1,800,000
2013-2014	\$1,800,000
2014-2015	\$1,128,488
2015-2016	\$100,000
TOTAL	\$4,978,488

For Acct/Budget Div. Use Only

Verified by: *Janet [Signature]*

Verified Funds Available: \_\_\_\_\_

Date Approved: *[Signature]*  
5/24/2012