

**FIRST AMENDMENT TO CONTRACT NO. DA-4845 BETWEEN  
THE CITY OF LOS ANGELES AND RICONDO & ASSOCIATES FOR  
ENVIRONMENTAL CONSULTING AND ENTITLEMENT SUPPORT  
SERVICES AT LOS ANGELES INTERNATIONAL AIRPORT**

THIS FIRST AMENDMENT to Contract No. DA-4845 (hereinafter referred to as "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 at Los Angeles, California by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as "City") acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "Board") of the Department of Airports (hereinafter referred to as "LAWA or Department"), and **Ricondo & Associates (R&A)** (hereinafter referred to as "Consultant and where appropriate as a "Contractor").

**RECITALS**

WHEREAS, City and Consultant entered into Contract DA-4845 (the "Contract") dated September 10, 2013 to provide Environmental Consulting and Entitlement Support Services and other professional/technical services (Referred to herein as "Services") at Los Angeles International Airport;

WHEREAS, the original term of the Contract was for three (3) years;

WHEREAS, the Parties both agree to extend the term of the Contract for a period of one (2) additional years, for a total of five years, which will require the approval of both the Board and City Council;

WHEREAS, the Parties have agreed to increase the maximum Contract Amount by \$894,000.00 (eight hundred ninety four thousand dollars) for a total Contract Amount of \$3,894,000.00 (three million eight hundred ninety four thousand dollars);

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED that Contract No. DA-4845 BE AMENDED AS FOLLOWS:

## AMENDMENT

Section 2.0 of the Contract is hereby deleted in its entirety and replaced with the following:

### **Section 2.0 Term of Contract**

“The term of this Contract shall be for a total period of five (5) years commencing upon the City’s issuance of a Notice-to-Proceed subject, however to earlier termination pursuant to the terms of this Contract. LAWA shall be entitled to terminate this Contract without cause and without liability for damages, upon giving the Contractor a 30 day advance written notice or as otherwise provided herein.”

### **Section 8.0 Consultant Fees.**

The following text (the last sentence of section 8.1) is hereby deleted from the Contract :

“Consultant is allowed to markup direct subconsultant labor no more than three percent (3%) for the management of the subconsultants’ work under this contract.”

Section 8.2 of the Contract is hereby deleted in its entirety and replaced with the following:

“8.2 Regardless of any other provision of this Contract, it is understood and agreed that the total sum to be paid by City to Consultant for all of Consultant’s Services, as described in Section 6.0 herein, and as further described/defined in Exhibit “A” hereto, shall not exceed an overall Contract amount of Three Million Eight Hundred Ninety Four Thousand Dollars and no/100 Dollars and no/100 (\$3,894,000.00).

[The remainder of this page intentionally remains blank]

It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this First Amendment shall not in any manner alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties hereto under or by reason of Contract DA-4845, and except as expressly amended herein, all terms, covenants, and conditions of Contract DA-4845, and all amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, City has caused this First Amendment to be executed by Executive Director and Consultant has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:  
MICHAEL N. FEUER  
City Attorney

CITY OF LOS ANGELES

Date: 3.22.16

\_\_\_\_\_  
Deborah Flint  
Executive Director, LAWA

By: [Signature]  
Deputy City Attorney

By \_\_\_\_\_  
Wei Chi  
Deputy Executive Director  
Comptroller

ATTEST:

By [Signature]  
Signature (Secretary)

By [Signature]  
Signature

RAMON RICONDO  
Print Name

JOSEPH A HUY  
Print Name



SENIOR VICE PRESIDENT  
Print Title