## SECOND AMENDMENT TO CONTRACT DA-4845 BETWEEN THE CITY OF LOS ANGELES AND RICONDO & ASSOCIATES FOR ENVIRONMENTAL CONSULTING AND ENTITLEMENT SUPPORT SERVICES AT LOS ANGELES INTERNATIONAL AIRPORT

THIS SECOND AMENDMENT to Contract DA-4845 (hereinafter referred to as "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 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, on March 17, 2016, the Parties agreed to amend the Contract to (a) add two (2) years to the term, for a total of five years, and (b) increase the maximum Contract Amount by \$894,000 (Eight Hundred Ninety Four Thousand Dollars) to a total Contract Amount of \$3,894,000 (Three Million Eight Hundred Ninety Four Thousand Dollars);

WHEREAS, the Parties both agree to increase the maximum Contract Amount by \$750,000 for a total Contract Amount of \$4,644,000 (Four Million Six Hundred Forty 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 DA-4845 BE AMENDED AS FOLLOWS:

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## **AMENDMENT**

## Section 8.0 Consultant Fees.

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 Four Million Six Hundred Forty Four Thousand Dollars (\$4,644,000).

It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Second 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.

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IN WITNESS WHEREOF, City has caused this Second Amendment to be executed by LAWA's Chief Executive Officer, 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: CITY OF LOS ANGELES MICHAEL N. FEUER City Attorney Deborah Flint Chief Executive Officer, LAWA By \_\_\_\_\_\_Ryan Yakubick Chief Financial Officer ATTEST: