

**SECOND AMENDMENT TO CONTRACT  
BETWEEN THE CITY OF LOS ANGELES  
AND  
AIRPORTS COUNCIL INTERNATIONAL**

This Second Amendment is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a charter city and municipal corporation (hereinafter referred to as "City"), acting by and through the Board of Airport Commissioners (hereinafter referred to as "Board") of the Department of Airports (hereinafter referred to as "Department" or "LAWA") and **AIRPORTS COUNCIL INTERNATIONAL** (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, City and Contractor entered into a Contract dated March 11, 2016 (hereinafter referred to as "Contract") for airport survey services for LAWA; and

**WHEREAS**, City and Contractor entered into a First Amendment to Contract on December 15, 2016; and

**WHEREAS**, the parties hereto desire to amend this Contract to add additional funds, time and services to the Contract.

**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 the Contract BE AMENDED AS FOLLOWS:

Section 1.0 The first sentence of Sub-section 1.1 of Section 1.0, Term of Contract, is deleted in its entirety and replaced with the following

"The term of the Contract shall be for the period beginning upon the date first stated above and ending March 10, 2020."

Section 2.0 Sub-section 2.1 of Section 2.0, Scope of Work, is deleted in its entirety and replaced with the following:

"Contractor agrees to provide the products and services as set forth Exhibit A-2."

Section 3.0 Sub-section 3.1 of Section 3.0, Contractor's Fee and Payment, is deleted in its entirety and replaced with the following:

"For all products and services rendered, for all costs, direct or indirect, and for all expenses incurred by Contractor pursuant to this Contract, LAWA shall pay Contractor an amount not to exceed Eight Hundred Seventy Thousand Dollars (\$870,000) for the term of the Contract."

Section 4.0 A new provision is added as a new Section 29.10:

“29.10 Payment of Subcontractors. Contractor or subcontractor shall pay to any subcontractor, not later than seven (7) days after receipt of each payment, the respective amounts allowed the Contractor on account of the work performed by the subcontractors, to the extent of each subcontractor’s interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from the Contractor or subcontractor to a subcontractor, the Contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Contractor shall include this provision in all subcontracts.”

Section 5.0 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 the Contract and except as expressly amended herein, all terms, covenants, and conditions the Contract, and all amendments thereto, shall remain in full force and effect.

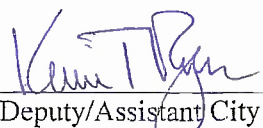
IN WITNESS WHEREOF, City has caused this Second Amendment to be executed on its behalf by the Chief Executive Office and Contractor has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**  
MICHEL N. FEUER,  
City Attorney

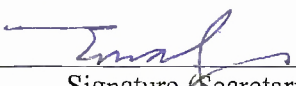
**CITY OF LOS ANGELES**

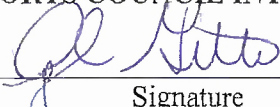
Date: 12/3/17

By: \_\_\_\_\_  
Chief Executive Officer  
Department of Airports

By:   
Deputy/Assistant City Attorney

By: \_\_\_\_\_  
Chief Financial Officer  
Deputy Executive Director  
Department of Airports

**ATTEST:**  
By:   
Signature (Secretary)  
RINA ARLEGUI  
Print Name

**AIRPORTS COUNCIL INTERNATIONAL**  
By:   
Signature  
ANGELA GITTENS  
Print Name  
DIRECTOR GENERAL  
Print Title

Airports Council International (ACI) World  
Airports Service Quality (ASQ)

Description of Services	Current Cost	Amended Cost
Annual Subscription to ACI ASQ Survey - Main	\$ 16,900.00	\$ 18,342.60
Extra Sample Size (2,800)		\$ 34,461.55
Extra Sample Size (3,100)	\$ 26,040.00	
ASQ Sample Plan by Terminals - 10 Terminals	\$ 8,550.00	
ASQ Sample Plan by Terminals - 9 Terminals		\$ 8,879.00
ASQ Fieldwork Services (paper)	\$ 120,000.00	\$ 114,130.00
ASQ Fieldwork Services (tablet)		
Terminal Analysis Report	\$ 5,000.00	\$ 4,969.45
Comments Analysis Report	\$ 15,000.00	\$ 14,798.15
Executive Presentation (travel not included)	\$ 8,000.00	\$ 8,038.47
Comprehensive Insight Report (2019 Value of \$2,923.15)	\$ 2,500.00	\$ -
NEW Passenger Personas Report (2019 Value of \$2,077)		\$ -
NEW Annual Subscription to ASQ Arrivals Survey - Main, including 5% bundle rebate		\$ 12,057.00
NEW Extra Sample size (870 per quarter / 1220 in total per quarter) ECONOMY OPTION		\$ 6,023.00
NEW ASQ Arrivals Fieldwork Services (tablet)		\$ 84,709.00
	\$ 201,990.00	\$ 306,408.22

**EXHIBIT A-2**