FIRST AMENDMENT TO CONTRACT NUMBER DA-4761
BETWEEN THE CITY OF LOS ANGELES AND
GRUEN ASSOCIATES FOR
PROFESSIONAL ARCHITECTURAL DESIGN SERVICES
AT LOS ANGELES WORLD AIRPORTS

This **FIRST AMENDMENT** to **CONTRACT NUMBER DA-4761** ("Amendment") is made and entered into as of this _____ day of _____, 2015 by and between the **CITY OF LOS ANGELES**, a municipal corporation, acting by order of and through the Board of Airport Commissioners (hereinafter referred to as "City") and **GRUEN ASSOCIATES** (hereinafter also referred to as "Consultant").

RECITALS

WHEREAS, City and Consultant entered into the Los Angeles World Airports Contract Number DA-4761 ("Contract") for On-Call Professional Architectural and Design Services at Los Angeles International Airport ("LAX"); and

WHEREAS, the original term of the Agreement was for three (3) years commencing upon Consultant's receipt from City of a Notice-to-Proceed; and

WHEREAS, the Parties both agree to extend the term of the Contract for a period of two (2) additional years, for a total of five (5) years which will require the approval of both the Board of Airport Commissioners and the Los Angeles City Council; and

WHEREAS, the Parties both agree to revisions to the Rates Tables.

NOW, THEREFORE, in consideration of the promises and of the terms and covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Contract is HEREBY AMENDED AS FOLLOWS:

AMENDMENT

Amendment Section 1. 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 period of five (5) years commencing upon Consultant's receipt from City of a Notice-to-Proceed, subject, however, to earlier termination as hereinafter specified in Section 24.0, Abandonment of Program and Cancellation of Contract or Suspension of Services.

Amendment Section 2. Section 8.1 of the Contract is hereby deleted in its entirety and replaced with the following:

"For all Services rendered under this Contract, all costs, direct or indirect, and all expenses incurred by Consultant pursuant to this Contract, City shall pay Consultant, subject to the maximum hourly rates and cost schedules set forth in

"Exhibits B-1 and C," attached hereto and incorporated herein, on either (1) a mutually agreed-upon lump sum basis, (2) a direct time and material basis, or (3) a fixed fee basis."

Exhibit "B-1" is attached to this First Amendment.

Amendment Section 3. Except as specifically provided herein, this 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 said Contract, as amended.

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the 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

Date: 11/6/15

By: _____
Deputy City Attorney

CITY OF LOS ANGELES

_____
Executive Director
Department of Airports

By _____
Chief Financial Officer
Department of Airports

GRUEN ASSOCIATES

By _____
~~Executive Director~~

DEBRA GEROD
Print Name

PARTNER
Print Title

ATTEST:

By _____
Secretary (Signature)

_____
Print Name

[SEAL]

EXHIBIT B-1

RATES TABLES

Maximum Reimbursable Rates – The Consultant and all Sub-consultants **shall be paid for services at the actual hourly rates paid to employees**, not to exceed the maximum hourly rates by position allowed by this Contract as outlined in the table below. The positions of Consultant's staff members providing services must match one of the categories outlined below unless previously approved in writing by LAWA.

Maximum Reimbursable Rate Table

Title/Category	Maximum Reimbursable Hourly Rates
CADD Drafter	$25.00
CADD Drafter. Lead	$37.00
CADD Designer	$44.00
CADD Designer, Sr.	$47.00
Civil Engineer	$55.00
Civil Engineer, Sr.	$73.00
Cost Estimator	$66.00
Cost Engineer Sr.	$83.00
Co-op/Intern Student	$25.00
Design Engineer	$41.00
Design Manager	$71.00
Design Manager, Lead	$82.00
Design Manager Sr.	$77.00
Electrical Engineer	$60.00
Electrical Engineer, Sr.	$72.00
Engineer, Jr.	$32.00
Engineer/Planner	$54.00
Environmental Scientist	$37.00
Environmental Engineer	$50.00
Estimator	$78.00
Estimator Sr.	$90.00
Geologist	$36.00
Geotechnical Engineer	$49.00
GIS Specialist	$60.00
instrumentation Engineer, Sr.	$67.00
IT Specialist	$45.00
LEED Consultant	$102.00
Mechanical Engineer	$51.00
Mechanical Engineer, Sr.	$71.00
Office Engineer	$53.00
Office Surveyor	$55.00
P.L.S Party Chief	$51.00

Party Chief	$49.00
Principal	$108.00
Principal in Charge	$123.00
Project Engineer	$50.00
Project Planner	$83.00
Project Engineer/Planner Sr.	$100.00
Project Surveyor	$55.00
Project Manager	$79.00
Project Manager Sr.	$93.00
Program Manager	$146.00
Quality Control Manager	$78.00
Regulatory Specialist	$81.00
Scheduler	$56.00
Senior Geologist	$50.00
Specification Specialist	$66.00
Specification Technician	$31.00
Sr. Aviation Engineering Consultant	$109.00
Structural Engineer	$55.00
Supervisory Engineer/Planner	$96.00
Survey Manager	$66.00
Survey Technician	$45.00
Utility Coordinator	$59.00
Sr. Architect	$68.00
Architect	$57.00
Project Coordinator	$54.00

Please Note: The consultant and their sub-contractors may be required to submit a letter of verification to LAWA certifying the positions above are not included in the company's indirect labor calculations. LAWA reserves the right to conduct a certified payroll review at any time during the term of the contract for auditing purposes.

Prime Fully Loaded Multiplier- The following proposed multiplier is allowed by the Prime under the terms of this contract. The final contractual multiplier shall be applied to the appropriate direct labor costs only, not on other direct reimbursable costs. It is understood by all parties that this Proposed Multiplier includes all consideration for the proposer's home office overhead, general and administrative expenses and fee (7.5%) subject to LAWA audit of the respective overheads and subsequent LAWA negotiation.

Fully Loaded Multiplier Table

Firm Name	Fully Loaded Multiplier
Gruen Associates	2.71

Subconsultant Fee Percentage- The following fee percentage is applied to subconsultants' direct labor cost only under the terms of this contract. In addition, the Prime Consultant Is allowed to markup direct subconsultant labor by three percent (3%) for the management of the subconsultants' work under this contract.

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Fee Percentage Table

FEE PERCENTAGE
7.5%