

FIRST AMENDMENT TO AGREEMENT NO. E6966
BETWEEN THE CITY OF LOS ANGELES AND
BALFOUR BEATTY INFRASTRUCTURE, INC.

THIS FIRST AMENDMENT to Agreement No. E6966 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 BALFOUR BEATTY INFRASTRUCTURE, INC. ("Consultant").

WHEREAS, the City entered into Agreement No. E6966 with Balfour Beatty Infrastructure, Inc. for maintenance and inspection related services for a rail yard located in the Port of Los Angeles Pier 300; and

WHEREAS, the term of this one-year Agreement will terminate on April 4, 2019; and

WHEREAS, the requested work has been ongoing and the City desires to extend the term of the Agreement from one year to three years; and

WHEREAS, the City desires to increase the compensation of the Agreement from \$85,000 to \$255,000.

NOW, THEREFORE, the parties agree that:

1. The first paragraph is replaced by the following:

"This Agreement 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 BALFOUR BEATTY INFRASTRUCTURE, INC., a Delaware corporation ("Consultant")."

2. The following is added to Section III. TERM OF AGREEMENT:

"This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. *Three (3) years have lapsed from the original effective date of this Agreement;*

or

2. *The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice*

in writing of its election to cancel and terminate this Agreement.”

3. Section V, Subsection B – COMPENSATION AND PAYMENT is replaced by the following:

“B. The maximum payable under this Agreement shall be Two Hundred Fifty Five Thousand Dollars (\$255,000).”

4. Section XI. TERMINATION PROVISION is replaced by the following:

“The Board of Harbor Commissioners, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon giving the Consultant ten (10) days’ advance, written notice of the Board’s election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional consultants or perform the services described in this Agreement either during or after the term of this Agreement.”

Subject to the provisions of Charter Section 245, the effective date of this First Amendment to Agreement E6966 shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this First Amendment to Agreement become effective until the sixth Council meeting day after Board action or the City Council's approval of the Agreement.

Except as amended herein, all remaining terms and conditions of Agreement E6966 shall remain in full force and effect.

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(Signature page follows)

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. E6966 on the date to the left of their signatures.

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

Dated: _____

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

BALFOUR BEATTY
INFRASTRUCTURE, INC.

Dated: 02/28/2019

By [Signature]

BRIAN BENNETT, REGIONAL MANAGER
(Print/type name and title)

Attest: [Signature]

Eric Madero / Signal Supervisor
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

3 - 13, 2019
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: [Signature]
MINAH PARK, Deputy

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|--------------------------------|--------------------|------------|-----------|
| Account # | 54050 | W.O. # | _____ |
| Ctr/Div # | 0510 | Job Fac. # | _____ |
| Proj/Prog # | 000 | | |
| Budget FY: | | Amount: | |
| | 2018 | | \$15,600 |
| | 2019 | | \$85,000 |
| | 2020 | | \$85,000 |
| | 2021 | | \$69,400 |
| | TOTAL | | \$255,000 |
| For Acct/Budget Div. Use Only: | | | |
| Verified by: | <u>[Signature]</u> | | |
| Verified Funds Available: | <u>[Signature]</u> | | |
| Date Approved: | <u>3/12/19</u> | | |