

FIRST AMENDMENT TO CONTRACT DA-5262

**BETWEEN THE CITY OF LOS ANGELES AND AUSTIN COMMERCIAL, LP FOR THE
TERMINAL CORES AND APM INTERFACE PROJECT AT LOS ANGELES INTERNATIONAL
AIRPORT**

THIS FIRST AMENDMENT to Contract No. DA-5262, made and entered into this ____ day of _____, 2019, by and between the CITY OF LOS ANGELES ("City"), a municipal corporation, acting by order of and through its Board of Airport Commissioners ("Board"), and AUSTIN COMMERCIAL, LP ("Design/Builder"),

RECITALS

WHEREAS the City's Department of Airports known formally as Los Angeles World Airports ("LAWA") is responsible for the management and administration of this Contract, and

WHEREAS, the Board awarded Contract DA-5262 for Design/Build services and Construction of the Project on January 18, 2018; and

WHEREAS, the parties desire to amend Contract DA-5262 to increase the total Contract Amount from \$336,531,000 to \$398,400,876 subject to change order authority.

NOW THEREFORE, In consideration of the premises, and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED that Contract DA-5262 be amended as follows:

Sec. 1.0 Incorporation by Reference

Section 1.0 of Contract DA-5262, is amended and restated in its entirety to read:

"It is expressly understood and agreed that this Contract Agreement together with all of its Exhibits, including the Proposal Agreement (Exhibit "A"), Cost Reimbursable Guidelines (Exhibit "B"), First Source Hiring Program (Exhibit "C"), General Conditions (Exhibit "D"), Special Conditions (Exhibit "E"), Project Requirements (Exhibit "F"), Bonds, Insurance, Plans/Drawings, Design/Builder's Price and Fee Proposal, the Request for Proposals, Administrative Requirements and the Guaranteed Maximum Price Proposal dated September 4, 2019 (hereinafter referred to as the "Contract Documents") and any document referenced in said documents, are hereby incorporated by this reference as though specifically set forth herein and shall constitute, and are hereby made, a part of this Contract, and each of the parties does hereby expressly covenant and agree to carry out and fully perform each and all of the provisions of said documents upon its part to be performed."

Sec. 4.0 Contract Amount

Section 4.0 of Contract DA-5262, is amended and restated in its entirety to read:

"For all labor, all materials, all equipment and all services rendered, for all costs direct or indirect, and for all expenses incurred by Design/Builder pursuant to this Contract, and upon satisfactory completion of said Project in a final finished form consistent with the intent of the Contract Documents, the amount that LAWA may pay to the Design/Builder under the terms of this Contract, inclusive of Phase 1 and Phase 2, is Not-to-Exceed Three Hundred Ninety-Eight Million, Four Hundred Thousand, Eight Hundred Seventy-Six Dollars (\$398,400,876) inclusive of Task Orders 1-24 executed to date. The basis for billings and payment under this contract shall be pursuant to the Contract Documents, and the Design/Builder's Price and Fee Proposal, copies of which are attached hereto and incorporated by reference. Authorization of the full Not-to-Exceed contract amount is subject to mutually agreed upon Guaranteed Maximum Price (GMP)."

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 said Contract No. DA-5262.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the day and year first above written.

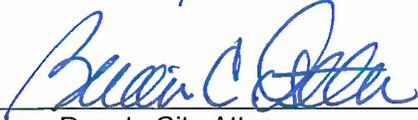
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APPROVED AS TO FORM
Michael N. Feuer, City Attorney

CITY OF LOS ANGELES

Date: 9/17/19

By: _____
Chief Executive Officer
Los Angeles World Airports

By: 
Deputy City Attorney

By: _____
Chief Financial Officer
Los Angeles World Airports

ATTEST:
By: 
Secretary (Signature)
Justin Hart
Print Name

AUSTIN COMMERCIAL, LP
By: 
Signature
BRAD BROWN
Print Name
PRESIDENT
Print Title