

SECOND 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 SECOND AMENDMENT to Contract No. DA-5262, made and entered into this ____ day of _____, 20~~18~~²¹, 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 \$406,323,918.16 to \$406,991,366.83 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 Exhibit A which includes CCR-0144R1, CCR-0075R1, and CCR-0117R1, and Exhibit B which includes the revised allowance table (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, is Not-to-Exceed Four Hundred Six Million, Nine Hundred Ninety One Thousand, Three Hundred Sixty Six Dollars and Eight Three Cents (\$406,991,366.83) inclusive of Change Orders 1 -14 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 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 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.

[Remainder of Page Intentionally Left Blank]

APPROVED AS TO FORM
Michael N. Feuer, City Attorney

CITY OF LOS ANGELES

Date: 6/9/2021

By: _____
Chief Executive Officer
Los Angeles World Airports

By: 
Deputy City Attorney

By: _____
Chief Financial Officer
Los Angeles World Airports

ATTEST:

AUSTIN COMMERCIAL, LP

By: 
Secretary (Signature)

By: 
Signature

Robert Taylor
Print Name
VP of Austin Commercial Inc., its
general partner

Brad Brown
Print Name

PRESIDENT
Print Title
AUSTIN COMMERCIAL INC., its general partner