

SECOND AMENDMENT TO CONTRACT DA-5132 BETWEEN
THE CITY OF LOS ANGELES AND
LEA + ELLIOTT, INC..

This Second Amendment is made and entered into this _____ day of _____, 2021, at Los Angeles, California by and between the City of Los Angeles, a 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 Lea + Elliott, Inc. (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, City and Consultant entered into Contract No. DA-5132 (hereinafter referred to as “Contract”) dated November 7, 2016 for program management and advisory services; and,

Whereas, City and Consultant entered into a First Amendment to Contract No. DA-5132 dated April 27, 2018; and,

WHEREAS, the parties hereto desire to amend this 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 Contract No. DA-5132 BE AMENDED AS FOLLOWS:

Section 1.0 Subsection 7.2 of Section 7.0, Payment for Services, is 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, the total compensation to be paid to the Consultant for all services rendered under this contract shall not exceed the total sum of Fifty One Million Seven Hundred Ten Thousand Dollars (\$51,710,000.00) for the term of the contract.”

Section 2.0 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 Contract No. DA-5132, and except as expressly amended herein, all terms, covenants, and conditions of Contract No. DA-5132, and all amendments thereto, shall remain in full force and effect.

This Amendment, and any other document necessary for the consummation of the transaction contemplated by this Contract may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Contract and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Contract had been delivered that had been signed using a handwritten signature. All parties to this Contract (i) agree that an electronic signature, whether digital or encrypted, of a party to this Contract is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Contract based on the foregoing forms of signature. If this Contract has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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IN WITNESS WHEREOF, the Department has caused this Second Amendment to be executed on its behalf by the Chief Executive Office and Consultant 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: October 27, 2021

By: _____

By: [Signature]
Deputy/Assistant City Attorney

Chief Executive Officer
Department of Airports

By: _____

Chief Financial Officer

ATTEST:

LEA + ELLIOTT, INC.

By: [Signature]
Signature (Secretary)

By: [Signature]
Signature

Russell Green
Print Name

Jack Norton
Print Name

President
Print Title

[SEAL]

