

**FIRST AMENDMENT TO CONTRACT DA-5173
BETWEEN THE CITY OF LOS ANGELES AND RS&H CALIFORNIA, INC. FOR
ENGINEERING DESIGN SERVICES FOR TAXIWAY P (FORMERLY KNOWN AS
TAXIWAY C-14), TAXIWAY D EXTENSION, ENABLING AND OTHER AIRFIELD
PROJECTS AT LOS ANGELES INTERNATIONAL AIRPORT**

THIS FIRST AMENDMENT TO CONTRACT NUMBER DA-5173 ("Amendment") is made and entered into as of this ____ day of _____ 2022, by and between the **CITY OF LOS ANGELES** ("City"), a municipal corporation, acting by order of and through its Board of Airport Commissioners ("Board") of the Department of Airports (also known as Los Angeles World Airports or "LAWA"), and **RS&H CALIFORNIA, INC.** ("Consultant"). The City and Consultant are collectively referred to herein as the "Parties".

RECITALS

WHEREAS, City and Consultant entered into Los Angeles World Airports Contract Number DA-5173 (the "Contract") for Engineering Design Services for Taxiway C-14, Taxiway D Extension, Enabling and Other Airfield Projects at Los Angeles International Airport on February 2, 2017; and

WHEREAS, LAWA subsequently renamed Taxiway C-14 to Taxiway P; and

WHEREAS, the Parties desire to increase the term of the Contract from five (5) years to eight (8) years; and

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, the Parties do mutually agree that the Contract is HEREBY AMENDED AS FOLLOWS:

Amendment Section 1. Section 2.0 of the Contract shall be amended and restated in its entirety to read as follows:

Section 2.0 Term of Contract. The term of this Contract shall be for a period of eight (8) years commencing upon City's issuance of a Notice-to-Proceed subject, however, to earlier termination as hereinafter specified in Section 25.0, Abandonment of Program and Cancellation of Contract or Suspension of Services. LAWA may terminate this

Contract without cause and without liability for damages, upon giving the Consultant a thirty (30) day advance written notice or as otherwise provided herein.

Amendment Section 2. 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.

Execution. This Amendment and any other document necessary for the consummation of the transaction contemplated by this Amendment 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 Amendment, 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 Amendment 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 Amendment had been delivered that had been signed using a handwritten signature. All parties to this Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment 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 Amendment based on the foregoing forms of signature. If this Amendment 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer of LAWA, 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: 3/7/2022

By: [Signature]
Deputy/Assistant City Attorney

CITY OF LOS ANGELES

By: _____
Justin Erbacci
Chief Executive Officer
Los Angeles World Airports

By: _____
Tatiana Starostina
Chief Financial Officer
Los Angeles World Airports

ATTEST:

By: [Signature]
Signature (Secretary)

Holt Graves
Print Name

RS&H CALIFORNIA, INC.

By: [Signature]
Signature

Joseph P. Jackson
Print Name

President
Print Title

[SEAL]

