

**SECOND AMENDMENT TO CONTRACT NO. DA-5318
BETWEEN THE CITY OF LOS ANGELES AND RS&H CALIFORNIA, INC. FOR
ENGINEERING DESIGN SERVICES AT LOS ANGELES INTERNATIONAL AIRPORT
AND VAN NUYS AIRPORT**

THIS **SECOND AMENDMENT TO CONTRACT NO. DA-5318** ("Amendment") is made and entered into 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-5318 (the "Contract") to provide professional engineering services for the Landside Access Modernization Program ("LAMP") Roadways, Utilities, and Enabling ("RUE") Projects at Los Angeles International Airport ("LAX") on September 6, 2018; and

WHEREAS, on October 7, 2021, the Contract was amended to extend the term for an additional three (3) years; and

WHEREAS, the Parties desire to further amend the Contract to increase the total not-to-exceed amount from Four Million Two Hundred Fifty Thousand and 00/100 Dollars (\$4,250,000) to Four Million Seven Hundred Thousand and 00/100 Dollars (\$4,700,000.00); and

NOW, THEREFORE, in consideration of the premises and of the terms and covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Contract is **HEREBY AMENDED AS FOLLOWS:**

Amendment Section 1. Section 7.2 of the Contract shall be amended and restated in its entirety as follows:

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 Four Million Seven Hundred Thousand and 00/100 Dollars (\$4,700,000.00).

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 based Amendment 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.

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, 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

CITY OF LOS ANGELES

Date: Aug 12, 2022

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

By: 
JOHN LISENBERY (Aug 12, 2022 14:10 PDT)
Deputy/Assistant City Attorney

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

ATTEST:

RS&H CALIFORNIA, INC.

By: _____
Signature (Secretary)

By: 
Signature

Print Name

Joe Jackson
Print Name

President
Print Title

[SEAL]