

AMENDMENT TO CONTRACT DA-5388 BETWEEN
THE CITY OF LOS ANGELES AND DIRECT A/V TO PROVIDE OPERATION AND
MAINTENANCE SERVICES FOR THE PUBLIC ADDRESS SYSTEM AT LOS ANGELES
INTERNATIONAL AIRPORT

This AMENDMENT TO CONTRACT NO. DA-5388 ("Amendment") is made and entered into this this _____ day of _____, 2022, at Los Angeles, California by and between the CITY OF LOS ANGELES, a municipal corporation, (hereinafter referred to as "City"), acting by order of and through the Board of Airport Commissioners (hereinafter referred to as "Board") of the Department of Airports (hereinafter referred to as "Department" or "LAWA"), DIRECT A/V, a California Corporation (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor entered into Contract DA-5388 dated October 23, 2019 ("Contract" for maintenance and repair services for the public address and other related systems at Los Angeles International Airport (hereinafter referred to as "Contract") for the Department; and,

WHEREAS, the parties hereto desire to amend this Contract to extend the contract term and increase the contract authority.

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 the Contract BE AMENDED AS FOLLOWS:

Section 1. Subsection 1.1 of Section 1.0, Term of Contract, is deleted in its entirety and replaced with the following:

"The term of this Contract shall commence on October 24, 2022 and expire on October 23, 2023, unless earlier terminated pursuant to the terms herein. City shall have the right to extend the Term of the Contract for one year, in City's sole discretion."

Section 2. Subsection 3.2 of Section 3.0, Contractor Scope and Fee, is deleted in its entirety and replaced with the following:

"The compensation to Contractor shall not exceed Nine Million Eight Hundred Sixty-One Thousand One Hundred Forty-One Dollars (\$9,861,141). The stated amount is deemed to include all provisions for Contractor's compensation for the Services, including, without limitation, travel costs, fringe benefits, all out of pocket expenses, and overhead costs."

Section 3. 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 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 First 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 First Amendment had been delivered that had been signed using a handwritten signature. All parties to this First Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this First 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 First Amendment based on the foregoing forms of signature. If this First 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.

Section 4. It is understood and agreed by and between the parties hereto that, 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 the Contract and except as expressly amended herein, all terms, covenants, and conditions of the Contract and all amendments thereto, shall remain in full force and effect.

//

//

//

//

//

//

IN WITNESS WHEREOF, the Department has caused this Amendment to be executed on its behalf by the Chief Executive Office and Contractor 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:
MICHAEL N. FEUER,
City Attorney

CITY OF LOS ANGELES

Date: _____

Date: _____

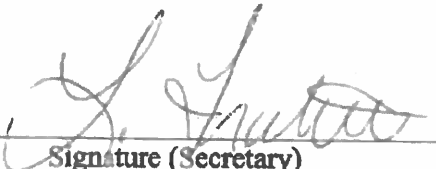
By: _____
Deputy/Assistant City Attorney

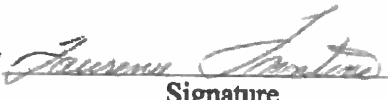
By _____
Chief Executive Officer
Department of Airports

By _____
Chief Financial Officer
Department of Airports

ATTEST:

DIRECT A/V,
a California corporation

By: 
Signature (Secretary)
Lore Frontino
Print Name

By: 
Signature
Lawrence Frontino
Print Name
Vice President
Print Title

[SEAL]

