

**THIRD AMENDMENT TO CONTRACT DA-5262
BETWEEN THE CITY OF LOS ANGELES AND AUSTIN COMMERCIAL, L.P. FOR THE
TERMINAL CORES AND APM INTERFACE AT
LOS ANGELES INTERNATIONAL AIRPORT**

THIS THIRD AMENDMENT TO CONTRACT NO. DA-5262, is made and entered into this _____ day of _____, 2023, 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, L.P.**, ("Design/Builder"),

RECITALS

WHEREAS, 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 for Terminal Cores and APM at Los Angeles International Airport, with a term of five (5) years; and

WHEREAS, the Board approved the First Amendment to Contract DA-5262 on September 10, 2019, to increase the total sum of the Contract by an additional sixty-one million eight hundred sixty-nine thousand eight hundred seventy-six dollars (\$61,869,876.00), for a total of three hundred ninety-eight million four hundred thousand eight hundred seventy-six dollars (\$398,400,876.00);

WHEREAS; the Board approved the Second Amendment to Contract DA-5262 on June 3, 2021, to provide design and construction services, for cost of six hundred sixty-seven thousand four hundred forty-eight dollars (\$667,448.00), to support the Cellular Distributed Antenna System initiative, for the Terminal Cores and Automated People Mover Interface Project at Los Angeles International Airport, and appropriation of said amount for the service;

WHEREAS, the parties desire now to amend Contract DA-5262 to extend the term of the contract by one (1) year and six (6) months.

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 further amended as follows:

Section 3.0 of Contract DA-5262, is amended and restated in its entirety to read:

Section 3.0 Term of Contract.

Notwithstanding any other provision herein, the term of this Contract Agreement shall commence on the date of issuance by LAWA to Design/Builder of a Notice to Proceed and expire no later than six (6) years and six (6) months from said date, and subject to other termination provisions contained within the Contract Documents. Design/Builder will be assessed Liquidated Damages as set forth in the Contract Documents if it fails to meet the full construction of the Project, consistent with the intent of the Contract Documents and as defined in each CGMP, subject to LAWA authorized modifications as provided for in the Contract Documents. In addition, Design/Builder may be assessed Liquidated Damages for failure to meet specific Contract Milestone dates as set forth in the individual CGMPs. The term of this Contract Agreement may be extended by the Board of Airport Commissioners (BOAC) subject to approval by the Los Angeles City Council.

It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Third 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 DA-5262.

IN WITNESS WHEREOF, the parties hereto have made and executed this Third Amendment on the day and year first above written.

[Remainder of Page Intentionally Left Blank]

APPROVED AS TO FORM:
Hydee Feldstein Soto, City Attorney

CITY OF LOS ANGELES

Date: Feb 17, 2023

By: _____
Executive Director
Department of Airports

By: E. J. Ross
Deputy City Attorney

By: _____
Comptroller
Department of Airports

ATTEST:

By: _____
Secretary (Signature)

Print Name

[SEAL]


AUSTIN COMMERCIAL, L.P.

By: _____
Signature

RALPH Ketchum
Print Name

SR Vice President
Print Title