

**SECOND AMENDMENT TO CONTRACT NUMBER DA-5461
BETWEEN THE CITY OF LOS ANGELES AND T.Y. LIN INTERNATIONAL
FOR DESIGN SERVICES FOR ROADWAYS, UTILITIES AND ENABLING PROJECT
AT LOS ANGELES INTERNATIONAL AIRPORT**

THIS **SECOND AMENDMENT** TO CONTRACT NUMBER DA-5461 ("Amendment") is made and entered into as of this ____ day of July, 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") of the Department of Airports (also known as Los Angeles World Airports or "LAWA"), and **T.Y. LIN INTERNATIONAL**, a California Corporation ("Consultant"). The City and Consultant are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, City and Contractor entered into Los Angeles World Airports Contract Number DA-5461 (the "Contract") for design services as Engineer of Record for the Landside Access Modernization Program Roadways, Utilities & Enabling Project at Los Angeles International Airport on October 1, 2020; and

WHEREAS, the Contract was amended on December 16, 2021 to increase the total not-to-exceed amount from Five Hundred Thousand and 00/100 Dollars (\$500,000) to One Million and 00/100 Dollars (\$1,000,000), subject to the issuance of Task Orders that provide a detailed description of either the services or tasks to be performed and the personnel to be provided, the time frame for the work to be performed, the not to exceed amount to be charged, and any estimated expenses; and

WHEREAS, the City wishes to increase the term of the Contract from three (3) years to four (4) years, which will require the approval of both the Board and the Los Angeles City Council; 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

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

The term of this Contract shall be for a period of four (4) years commencing upon Consultant's receipt from LAWA 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 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.

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer of LAWA, and Contractor 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:
Hydee Feldstein Soto, City Attorney

Date: Jul 18, 2023

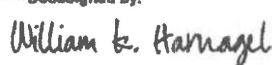
By: 
JOHN LISENBERY (Jul 18, 2023 12:12 PDT)
Deputy City Attorney

CITY OF LOS ANGELES

By: _____
Chief Executive Officer
Los Angeles World Airports

By: _____
Chief Financial Officer
Los Angeles World Airports

ATTEST:

DocuSigned by:
By: 
024822591CC847E
Secretary (Signature)

William K. Harnagel

Print Name



T.Y. LIN INTERNATIONAL, a California Company

By: 
Signature

Jeffrey Brown

Print Name

Vice - President/Business Development
Manager - Americas
Print Title