

SECOND AMENDMENT TO CONTRACT NO. DA- 5131
BETWEEN THE CITY OF LOS ANGELES AND CMTS, LLC FOR PROJECT
MANAGEMENT AND CONSTRUCTION MANAGEMENT SERVICES AT LOS ANGELES
INTERNATIONAL AIRPORT AND VAN NUYS AIRPORT

This **SECOND AMENDMENT TO CONTRACT NO. DA-5131** is made and entered into this ____ day of _____, 2022, between the City of Los Angeles, a municipal corporation (hereinafter referred to as “City”), acting by order of and through its Board of Airport Commissioners (herein referred to as “Board”) of the Department of Airports (hereinafter referred to as “Department” or “LAWA”) and CMTS, LLC, (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, City’s Department of Airports known formally as Los Angeles World Airports (“LAWA”) is responsible for the management and administration of this Con

WHEREAS, City and Consultant entered into Contract No. DA-5131 (the “Contract”) dated November 7, 2016, for Project Management and Construction Management services (“PMCM”) at Los Angeles World Airports (hereinafter referred to as “Project”),

WHEREAS, the Board approved the First Amendment to Contract DA-5131 for PMCM on April 5, 2018 to increase the total sum of the Contract by an additional four million dollars (\$4,000,000.00), for a total of eight million dollars (\$8,000,000.00);

WHEREAS, City and Consultant entered into First Amendment to Contract DA-5131 for PMCM on April 27, 2018;

WHEREAS, the Parties desire now and both agree to increase the total sum of the Contract by an additional three million, eight hundred fifty thousand dollars (\$3,850,000.00), for a total of eleven million, eight hundred fifty thousand dollars (\$11,850,000.00) which will require the approval of the Board;

NOW, THEREFORE, in consideration of the promises 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 1.0 Subsection 7.2 of Section 7.0 of the Contract is hereby deleted in its entirety and replaced with the following:

7.2 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 eleven million, eight hundred fifty thousand dollars (\$11,850,000.00).

It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Second Amendment to Contract DA-5131 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-5131.

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

APPROVED AS TO FORM:
MICHAEL N. FEUER
City Attorney

CITY OF LOS ANGELES

Date: 7/7/22

By: _____
Justin Erbacci
Chief Executive Officer, LAWA

By: Erik Rom
Deputy/Assistant City Attorney

By: _____
Tatiana Starostina
Chief Financial Officer, LAWA

ATTEST:

CMTS, LLC

By: [Signature]
Signature

By: [Signature]
Signature

John Williams
Print Name

K. Hezekiah Harris II
Print Name

President / Managing Member
Print Title

[SEAL]