

**SECOND AMENDMENT TO CONTRACT DA-5569  
BETWEEN THE CITY OF LOS ANGELES AND  
W.E. O'NEIL CONSTRUCTION COMPANY OF CALIFORNIA FOR THE  
MIDFIELD SATELLITE CONCOURSE (MSC) SOUTH PROJECT AT  
LOS ANGELES INTERNATIONAL AIRPORT**

THIS SECOND AMENDMENT TO CONTRACT DA-5569, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF LOS ANGELES** (hereinafter referred to as "City"), a municipal corporation, acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "Board"), and **W.E. O'NEIL CONSTRUCTION COMPANY OF CALIFORNIA**, (hereinafter referred to as "Contractor"),

**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;

WHEREAS, on July 21, 2022, the Board awarded Contract DA-5569 for Construction Manager at Risk ("CMAR") Services for the Midfield Satellite Concourse ("MSC") South Project at Los Angeles International Airport;

WHEREAS, City and Contractor entered into Contract DA-5569 for CMAR Services, with a term of three (3) years, on August 8, 2022 ("Contract Effective Date");

WHEREAS, the Board approved the First Amendment to Contract DA-5569 for CMAR Services on June 15, 2023, to increase the total Not-To-Exceed Contract Amount from eighty-five million eight hundred sixty-three thousand seventy-six dollars (\$85,863,076.00) to three hundred twenty-four million four hundred twenty thousand two hundred sixty-eight dollars (\$324,420,268.00), subject to change order authority.

WHEREAS, City and Contractor entered into the First Amendment to Contract DA-5569 for CMAR Services on June 29, 2023;

WHEREAS, City and Contractor desire now and both agree to amend Contract DA-5569 to extend the term of the contract by two (2) years;

WHEREAS, City and Contractor further desire now and both agree to amend Contract DA-5569 to increase the total Not-To-Exceed Contract Amount by an additional eleven million two hundred eighty-three thousand one hundred sixty-five dollars (\$11,283,165.00), for a total Not-To-Exceed Contract Amount of three hundred thirty-five million seven hundred three thousand four hundred thirty-three dollars (\$335,703,433.00), subject to change order authority;

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-5569 be amended as follows:

### **AMENDMENT**

**Amendment Section 1.** Section 3.0 of Contract DA-5569, 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 shall commence on the date of issuance by LAWA to Contractor of a NTP and expire no later than five (5) years from the Contract Effective Date and subject to other termination provisions contained within the Contract Documents. Contractor 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 Phase, subject to LAWA authorized modifications as provided for in the Contract Documents. In addition, Contractor may be assessed Liquidated Damages for failure to meet specific Contract Milestone dates as set forth in the GMP.

**Amendment Section 2.** Section 4.0 of Contract DA-5569, is amended and restated in its entirety to read:

#### **Section 4.0 Contract Amount.**

For all labor, all materials, all equipment and all services rendered, for all costs direct or indirect, and for all expenses incurred by Contractor pursuant to this Contract, and upon satisfactory completion of said Project in a final finished form consistent with the intent of the

Contract Documents, the amount that LAWA may pay to the Contractor under the terms of this Contract, inclusive of Phase 1 and Phase 2, is Not-to-Exceed value of Three Hundred Thirty-Five Million, Seven Hundred Three Thousand, Four Hundred Thirty-Three dollars (\$335,703,433.00), inclusive of the Phase 1 Contract Amount of Eighty-Five Million, Eight Hundred Sixty-Three Thousand, Seventy-Six Dollars (\$85,863,076.00). The basis for billings and payment under this Contract shall be pursuant to the Contract Documents, as provided in Section 1.0, which is incorporated herein by reference. Authorization of the full Not-to-Exceed contract amount is subject to mutually agreed upon Guaranteed Maximum Price (GMP).

**Amendment Section 3.** It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Second 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to Contract DA-5569 on the day and year first above written.

[Remainder of Page Intentionally Left Blank]

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy City Attorney

ATTEST:

By: Michael Byrne  
Secretary (Signature)

Michael Byrne  
Print Name

**CITY OF LOS ANGELES**

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

By: \_\_\_\_\_  
Executive Director  
Department of Airports

By: \_\_\_\_\_  
Chief Financial Officer  
Department of Airports

**W.E. O'NEIL CONSTRUCTION COMPANY  
OF CALIFORNIA**

By: Michael Byrne  
Signature

Michael Byrne  
Print Name

Executive Vice President  
Print Title