

**SECOND AMENDMENT TO CONTRACT BETWEEN THE  
CITY OF LOS ANGELES AND WOODS BAGOT ARCHITECTS, P.C. FOR DESIGN  
SERVICES FOR MIDFIELD SATELLITE CONCOURSE (MSC) SOUTH AT  
LOS ANGELES INTERNATIONAL AIRPORT**

THIS SECOND AMENDMENT TO CONTRACT NO. DA-5383, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF LOS ANGELES**, a municipal corporation, acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "City"), and **WOODS BAGOT ARCHITECTS, P.C.**, (hereinafter also 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 Contract;

WHEREAS, on August 1, 2019, the Board awarded Contract DA-5383 for Design Services for Midfield Satellite Concourse (MSC) South at Los Angeles International Airport, with a term of three (3) years;

WHEREAS, the Board approved the First Amendment to Contract DA-5383 for Design Services on June 21, 2022, to extend the term of the contract by three (3) years;

WHEREAS, the City and Consultant desire now and both agree to amend Contract DA-5383 to extend the term of the contract by an additional two (2) years; and

WHEREAS, City and Consultant further desire now and both agree to amend Contract DA-5383 to increase the total not to exceed total contract amount of Twelve Million Dollars (\$12,000,000.00) by an additional Five Million Dollars (\$5,000,000.00), for a not to exceed total contract amount of Seventeen Million Dollars (\$17,000,000.00);

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-5383 be further amended as follows:

**AMENDMENT**

**Amendment Section 1.** Section 2.0 of Contract DA-5383, is amended and restated in its entirety to read:

**Section 2.0 Term of Contract.**

The term of this Contract shall be for a period of eight (8) 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 the Contractor a thirty (30) day advance written notice or as otherwise provided herein.

**Amendment Section 2.** Section 7.2 of Contract DA-5383, is amended and restated in its entirety to read:

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 Seventeen Million Dollars (\$17,000,000.00).

**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 DA-5383.

**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, the parties hereto have made and executed this Second 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**

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

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

By: \_\_\_\_\_

Executive Director  
Department of Airports

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

By \_\_\_\_\_

Chief Financial Officer  
Department of Airports

ATTEST:

**WOODS BAGOT ARCHITECTS, P.C.**

By  \_\_\_\_\_  
Secretary (Signature)

By  \_\_\_\_\_  
Signature

**Christiana Kyrillou**  
\_\_\_\_\_  
Print Name

**patrick daly**  
\_\_\_\_\_  
Print Name

Director  
\_\_\_\_\_  
Print Title

[SEAL]