

**SECOND AMENDMENT TO CONTRACT BETWEEN THE
CITY OF LOS ANGELES AND HKS ARCHITECTS, INC.
FOR ARCHITECTURAL DESIGN SERVICES AT
LOS ANGELES INTERNATIONAL AIRPORT AND VAN NUYS AIRPORT**

THIS SECOND AMENDMENT TO CONTRACT NO. DA-5205, is made and entered into this _____ day of _____, 2021, 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 **HKS ARCHITECTS, INC.**, (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, and

WHEREAS, the Board awarded Contract DA-5205 for Architectural Design Services, on June 1, 2017, with a term of three years; and

WHEREAS, the Board approved the First Amendment to Contract DA-5205 for Architectural Design Services on July 30, 2020; and

WHEREAS, the parties desire now to further amend Contract DA-5205 to extend the term of the contract by 18 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-5205 be further amended as follows:

Section 2.0 Term of Contract

Section 2.0 of Contract DA-5205, is amended and restated in its entirety to read:

"The term of this Contract shall be for a period of five (5) years and six (6) months, 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.”

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-5205.

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

APPROVED AS TO FORM:
Michael N. Feuer, City Attorney

CITY OF LOS ANGELES

Date: _____

By: _____

Brian C. Ostler
Brian C. Ostler (Sep 21, 2021 11:46 PDT)
By _____
Deputy City Attorney

Executive Director
Department of Airports

By _____

Comptroller
Department of Airports

ATTEST:

HKS ARCHITECTS, INC.

Pat Askew
By _____
Secretary (Signature)

Scott Hunter
By _____
Signature

Pat Askew

Print Name

Scott Hunter

Print Name

[SEAL]

Principal

Print Title