

**FIRST AMENDMENT TO DESIGN-BUILD CONTRACT NUMBER DA-5609
BETWEEN THE CITY OF LOS ANGELES AND SKANSKA-FLATIRON A JOINT VENTURE
FOR THE AIRFIELD AND TERMINAL MODERNIZATION PROGRAM (ATMP) LANDSIDE
IMPROVEMENTS PROJECT AT LOS ANGELES INTERNATIONAL AIRPORT**

THIS **FIRST AMENDMENT** TO CONTRACT NUMBER DA-5609 ("Contract Amendment") is made and entered into as of this ____ day of _____, 2025, 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 **SKANSKA-FLATIRON A JOINT VENTURE** ("Design-Builder"). The City and Design-Builder are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, City and Design-Builder entered into Los Angeles World Airports Contract Number DA-5609 (the "Contract") for the design and construction of the project entitled "Airfield and Terminal Modernization Program ("ATMP") Landside Improvements" (or "ATMP Roadway Improvements") (hereinafter referred to as "Project") at Los Angeles International Airport ("Airport") on April 26, 2023; and

WHEREAS, the Contract, as drafted, requires Design-Builder to perform design/pre-construction and construction services for the Project under a two-phase Progressive Design-Build Delivery Method: (a) Phase 1 – Design and Pre-Construction Services, Mobilization, and Early Enabling Works, which includes the development and negotiation of a Guaranteed Maximum Price (GMP) or Component Guaranteed Maximum Price (cGMP) Proposals for Phase 2 (construction & activation) for each Project Component; and (b) Phase 2 – the Construction Documents and Construction Phase, consisting of design completion, final permitting, procurement of materials, construction, commissioning and closeout activities; and

WHEREAS, the Contract, as drafted, provides that during Phase 1: (a) Design-Builder will submit a Guaranteed Maximum Price (GMP) or Component Guaranteed Maximum Price (cGMP) Proposals for Phase 2 of the Project to City; (b) the Parties will negotiate and finalize the GMP or cGMP(s); (c) the finalized negotiated GMP or cGMP(s) will be submitted to the Board and City Council for approval in order to appropriate the required funds and execute Phase 2 of the Project; and (d) Section 4.0 of the Contract titled "Contract Price" will be amended to include the costs of Phase 2 once an agreed upon GMP or cGMP for that Phase has been negotiated; and

WHEREAS, Design-Builder has nearly completed design and pre-construction activities associated with Phase 1 of the Project; and

WHEREAS, the Parties wish to clarify that the preparation of Construction Documents and Permitting is a part of Phase 1 activities;

WHEREAS, the Parties wish to break down Phase 2 of the Project into three (3) components, that are generally broken up as follows: (a) Phase 2 – cGMP1: multiple utility relocations, project site work and demolition, temporary traffic configurations, bridge foundations, and substructure work; (b) Phase 2 – cGMP2: elevated roadway superstructures, pedestrian bridges superstructure and conveyance, and communication utilities; and (c) Phase 2 – cGMP3: finalization of structures and roadways, permanent traffic configurations, traffic signals, project site restoration, project landscaping, and close out of the Project; and

WHEREAS, City wishes to increase the total not-to-exceed amount from One Hundred Seventy-Three Million and Seven Hundred Thousand Dollars (\$173,700,000.00) to a not-to-exceed amount of One Billion Four Hundred Seventy-Two Million Dollars (\$1,472,000,000) to include the services to be provided under Phase 2 of the Project.

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:

CONTRACT AMENDMENT

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

It is expressly understood and agreed that this Contract, Cost Reimbursable Guidelines (Exhibit A), First Source Hiring Program (Exhibit B), General Conditions (Exhibit C), Project Requirements (Exhibit D), Plans and Specifications (Exhibit E - located in Electronic Data Room), Project Labor Agreement (Exhibit F), Special Conditions (Exhibit G), Fee Matrix (Exhibit H), cGMP Work Package 1 (Exhibit I), Federal Requirements, Administrative Requirements, Disadvantaged Business Enterprises commitments, and any document referenced in said documents, are

hereby incorporated by this reference as though specifically set forth herein and shall constitute, and are hereby made, a part of this Contract (hereinafter referred to as the "Contract Documents"), and each of the Parties does hereby expressly covenant and agree to carry out and fully perform each and all of the provisions of said documents upon its part to be performed. Any subsequent cGMP Work Package that the Parties negotiate and agree to shall be incorporated via Change Order into the Contract as a Contract Document and shall be marked with the next available exhibit letter. It is further expressly understood and agreed that LAWA's "Request for Proposals" ("RFP") (including its Administrative Requirements, Attachments, and Addendums) is, by this reference, incorporated into and made a material part of this Contract as though fully set forth herein. Design-Builder expressly acknowledges that this Contract is based upon the performance requirements contained in the RFP.

Amendment Section 2. Section 2.1 of the Contract shall be amended and restated in its entirety to read as follows:

Design-Builder agrees to furnish all labor, services, materials and equipment, and to perform all work required as outlined in the Contract Documents hereto, to provide Phase 1 Design and Pre-Construction Services, Mobilization, Early Enabling Works, Construction Documents, and Permitting ("Phase 1") and Phase 2 Construction ("Phase 2"), in a final and finished state, in strict compliance with the Contract Documents.

Amendment Section 3. Section 2.2 of the Contract shall be amended and restated in its entirety to read as follows:

Following the execution of this Contract, LAWA and Design-Builder shall negotiate and agree to one or more Task Orders under Section 5.0 below for Design-Builder to provide Phase 1 Design and Pre-Construction Services, Mobilization, Early Enabling Works, Construction Documents, and Permitting. Upon LAWA and Design-Builder agreeing in writing and signing any Task Order pursuant to Section 5.4 below, LAWA shall issue Design-Builder with a Notice to Proceed ("NTP") for Design-Builder to undertake the agreed scope of work. Thereafter, LAWA and Design-Builder may negotiate and agree to: (i) further Task Orders for additional

Phase 1 services; and/or (ii) one or more guaranteed maximum price work packages ("GMP Work Package") or Component Guaranteed Maximum Price ("cGMP Work Package") for Phase 2. Phase 2 will include construction and construction administration. Upon LAWA and Design-Builder agreeing in writing to a Contract amendment for Phase 2 cGMP Work, LAWA shall issue Design-Builder with an NTP for Design-Builder to undertake the agreed scope of work relating to Phase 2 – cGMP1. Upon finalizing negotiations for Phase 2 – cGMP2 and Phase 2 – cGMP3, and upon subsequent approval by the Board of the appropriation of funds for Phase 2 - cGMP2 and Phase 2 - cGMP3, respectively, LAWA shall issue NTP to the Design-Builder for Phase 2 – cGMP2 and Phase 2 – cGMP3 prior to Design-Builder undertaking the agreed scope of work relating to Phase 2 – cGMP2 and Phase 2 – cGMP3.

2.2(a) For the purposes of Section 2.2(b) below:

"Completed Design Work Product" means: (i) Design Work Product that has been signed and sealed with a professional engineer's stamp for and on behalf of Design-Builder; and (ii) all other Design Work Product that has been accepted and acknowledged by both parties in writing as having been fully performed as of the date of termination under GC-37; and

"Incomplete Design Work Product" means all Design Work Product other than Completed Design Work Product, including any work that remains in a state of partial completion as of the date of termination under GC-37.

2.2(b) If LAWA exercises its termination for convenience rights under GC-37 of the General Conditions for any existing Task Order then, without limiting GC-14 and GC-37 of the General Conditions:

- (i) LAWA may take possession of all Design Work Product created under the relevant Task Order;
- (ii) Design-Builder's liability for any use of the Completed Design Work Product after the date of

(such termination shall be as established by the terms of this Contract; and

(iii) Design-Builder shall have no liability, except for gross negligence, willful misconduct, fraud, or any other claim that cannot be limited under applicable law, for any use of any Incomplete Design Work Product after the date of such termination, including in circumstances where LAWA continues to make use of the Incomplete Design Work Products on the Project through engaging a consultant to finish the Phase 1 services and/or engaging a separate design-builder to undertake the Phase 2 services.

Amendment Section 4. Section 4.0 of the Contract shall be amended and restated in its entirety to read as follows:

(For all labor, all materials, all equipment and all services rendered, for all costs direct or indirect, and for all expenses incurred by Design-Builder 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 Design-Builder under the terms of this Contract, for Phase 1 Design and Pre-Construction Services, Mobilization, Early Enabling Works, Construction Documents, and Permitting and for Phase 2- cGMP1: Multiple Utility Relocations, Project Site Clearing and Demolition, Temporary Traffic Configurations, Bridge Foundations, and Substructure Work, Phase 2- cGMP2: Elevated Roadway Superstructures, Pedestrian Bridges, and Communication Utilities, and Phase 2 – cGMP3: Finalization of Permanent Traffic Configurations, Traffic Signals, Project Site Restoration, Project Landscaping, and Close Out of the Project is not-to-exceed One Billion Four Hundred Seventy-Two Million Dollars (\$1,472,000,000), pursuant to the Contract Documents.

(**Amendment Section 5.** Exhibit D – Project Requirements and Exhibit G – Special Conditions attached to the Contract are hereby deleted in their entirety and substituted with Exhibit D – R1 – Project Requirements and Exhibit G – R1 – Special Conditions attached hereto.

Amendment Section 6. Except as specifically provided herein, this Contract 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 Contract Amendment and any other document necessary for the consummation of the transaction contemplated by this Contract 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 associated 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 Contract 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 Contract 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 Contract Amendment had been delivered that had been signed using a handwritten signature. All parties to this Contract Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Contract 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 Contract Amendment based on the foregoing forms of signature. If this Contract 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.

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IN WITNESS WHEREOF, City has caused this Contract Amendment to be executed, by the Chief Executive Officer of LAWA, and Design-Builder 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: _____

By: _____
Deputy City Attorney

ATTEST:

By: _____
Secretary (Signature)

Print Name

[SEAL]

CITY OF LOS ANGELES

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

By: _____
John Ackerman
Chief Executive Officer
Los Angeles World Airports

By: _____
Tatiana Starostina
Chief Financial Officer
Los Angeles World Airports

SKANSKA-FLATIRON A JOINT VENTURE

By:  _____
Signature

James Bailey

Print Name

President

Print Title