

**THIRD AMENDMENT TO CONTRACT NUMBER DA-5620 BETWEEN
THE CITY OF LOS ANGELES AND HENSEL PHELPS CONSTRUCTION CO. FOR
THE CTA CURBSIDE IMPROVEMENT PROGRAM (FORMERLY, LAX LANDSCAPING
IMPROVEMENT PROGRAM) AT LOS ANGELES INTERNATIONAL AIRPORT**

THIS THIRD AMENDMENT TO CONTRACT NUMBER DA-5620 ("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 HENSEL PHELPS CONSTRUCTION CO. ("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 DA5260 (the "Contract") for the design and construction of the project entitled "LAX Landscaping Improvement Program" (currently, "The CTA Curbside Improvement Program", hereinafter referred to as "Program") at Los Angeles International Airport ("Airport" or "LAX") on June 14, 2023; and

WHEREAS, the Contract 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 – the Design/Pre-Construction Phase, consisting of mobilization, design development, preconstruction, and early enabling work, and includes the development and negotiation of a Guaranteed Maximum Price ("GMP"); and (b) Phase 2 – the Construction Phase, consisting of design completion, final permitting, procurement of materials, construction, commissioning and closeout activities as identified in the agreed upon GMP; and

WHEREAS, after LAWA identified the need for additional scope of work in connection with Program, the Contract was amended on February 14, 2025 to: (a) provide safety and security enhancements at the East, South, and West employee lots; (b) provide the removal of several modular trailers from the Central Terminal Area ("CTA") and the relocation of employees working in those areas to other office space within the CTA; (c) create/improve parking lot space for Federal Aviation Administration ("FAA") control tower personal displaced by the LAMP Program; and (d) increase the total not-to-exceed amount from Thirteen Million Sixty Seven Thousand Five Hundred Nineteen and 00/100 Dollars (\$13,067,519) to Twenty Six Million Nine Hundred and

Eight Thousand Nineteen and 00/100 Dollars (\$26,908,019) to include the above-referenced additional services to be provided under Phase 1 of the Project; and

WHEREAS, the Contract was amended a second time on May 13, 2025 to add the following scope of work: (a) the modification and/or repair of existing arrivals curbside roadway and curb ramps, replacement/enhancement of arrivals the curbside lighting, upgrade of the arrivals curbside ceiling paint, renewal of arrivals sidewalk and terminal wall finishes, installation of the additional security bollards; (b) Paint the CTA parking garages, replacement/enhancement of the landscape along World Way Street; and (c) the restoration of the Theme Building's lighting, restoration of the FAA Tower's exterior artwork, and restoration and/or repair of existing "wishbone" lights and the "ribbon" lights on the upper roadway. The Contract was also amended to add Thirty-One Million Six Hundred Eighty-Eight Thousand Five Hundred Forty and 00/100 Dollars (\$31,688,540.00), for total contract authority of Fifty-Eight Million Five Hundred Ninety-Six Thousand Five Hundred Fifty-Nine and 00/100 Dollars (\$58,596,559.00);

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

WHEREAS, the Parties wish to amend the Contract to add the following additional scope (and articulate in greater detail the scope of the additional work to be performed):

- (a) the application of epoxy coating at existing terminal sidewalks and islands;
- (b) installation of twelve (12) new enhanced crosswalks that include decorative concrete, raised crosswalks with stripping at inner roadway, sidewalk bump out with new built-in raised concrete planters at the arrivals island and new painted stencil applications at ceilings;
- (c) add passenger loading zones (PLZs") to the inner and outer roadway curbs to achieve code compliance;
- (d) demolition of existing curbside ceiling panels;
- (e) new painting throughout the curbside ceilings;
- (f) refresh old terminal facades with new vinyl design applications at four (4) locations;
- (g) install new seating/benches along terminal sidewalks; and
- (h) parking structure façade improvements, including painting and new vinyl design applications at seven (7) locations.

WHEREAS, City wishes to increase the total not-to-exceed amount from Fifty Eight Million Five Hundred Ninety Six Thousand Five Hundred Fifty Nine and 00/100 Dollars (\$58,596,559.00) to a not-to-exceed amount of Three Hundred Eight Million Dollars and 00/100 Dollars (\$308,000,000.00) to include the services to be provided under Phase 2 of the Project; and

WHEREAS, City wishes to also extend the term of the Contract by twelve (12) months for a total term of Six (6) years in order to complete 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:

AMENDMENT

Amendment Section 1. Section 3.0 of the Contract titled "Term of Contract" shall be amended and restated in its entirety to read as follows:

Notwithstanding any other provision herein, the term of this Contract shall commence on the date of issuance by LAWA to Design -Builder of a NTP and expire no later than six (6) years from that date, and subject to other termination provisions contained within the Contract Documents. Design -Builder will be assessed Liquidated Damages as set forth in the Contract Documents if it fails to meet the milestones and/or completion dates as outlined in the Contract Documents, consistent with the intent of the Contract Documents, and as defined in each GMP Work Package, subject to LAWA-authorized modifications as provided for in the Contract Documents. In addition, Design -Builder may be assessed Liquidated Damages for failure to meet specific Contract Milestone dates that may be set forth in the GMP Work Package(s). The term of the Contract may be extended by the Board subject to approval by the Los Angeles City Council.

Amendment Section 2. Section 4.0 of the Contract titled "Contract Price" 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 and Early Enabling Works, Construction Documents, and Permitting and for Phase 2 Construction is Not-to-Exceed Three Hundred Eight Million Dollars and 00/100 Dollars (\$308,000,000.00), pursuant to the Contract Documents. This section will be amended, if necessary, to adjust the Contract Price once an agreed upon GMP Work

Package(s) has been negotiated and incorporated herein for Phase 2 Construction.

Amendment Section 3. The third paragraph of the Project Description contained in PR-01 Scope of Work of the Contract shall be amended and restated in its entirety as follows:

The CTA Curbside Improvement Program will improve the arrivals curbsides and the parking garage façades via new paint, paired with new landscaping and technology improvements throughout the CTA, add security enhancements at the East, South, and West employee parking lots of the LAX Campus, eliminate all but one trailer in the CTA, provide street parking spaces for Federal Aviation Administration (FAA) tower personnel working in the CTA, enhance crosswalks, and introduce new passenger loading zones (PLZ's).

The CTA Curbside Improvement Program breakdown includes, but is not limited to:

- CTA Arrivals Curbside Improvement (≈ 1.2 miles)
Improve the arrivals curbside spaces for enhanced guest experience
 - Sidewalk epoxy coating at the existing terminal sidewalks and islands.
 - Twelve (12) new enhanced crosswalks that include new decorative concrete, new raised crosswalks with striping at inner roadway, sidewalk bump out with new built-in raised concrete planters with concrete benches at arrivals island), and new painted stencil application at ceiling.
 - Inner roadway curbs – add the required number of PLZ's to be code compliant
 - Outer roadway curbs – add the required number of PLZ's to be code compliant
 - Existing Curbside Ceiling Panels demolition.
 - Replace and enhance curbside lighting with new light fixtures.
 - New painting throughout the Curbside Ceilings.
 - Installation of new security bollards where required as well as the application of new vinyl designs to new and existing bollards
 - Refresh old terminal façades with new vinyl design applications at four locations
 - Relocate and upgrade IT and AV systems in the arrivals curbside space.
 - New seating/benches to be installed along Terminal sidewalks
- Parking Structure Façade Improvements (≈ 103,000 sqft)
 - Façade painting for the parking garages.
 - New vinyl design applications at seven locations
- New and replacement landscape along the World Way Street, including enhanced landscape areas in front of Parking structures P1, P2A and B, P5, P6, and P7.

Parking structures P3, P4, and the TBIT International Gateway (with LAX sign) will get landscaping along the West sides, north and south areas of the Theme Building (with LAX sign), and CTA Entry and Exit areas.

- Infrastructure for digital displays
- Lighting and Art Restorations
 - Add new Theme building exterior up-light restoration
 - Restore FAA Tower's exterior artwork
 - Repair wishbone and ribbon lights on the upper roadway
 - Garage core lights
- Safety and security enhancements at the East, South, and West employee parking lots
 - Perimeter Security (≈ 14,700 feet of existing fences)
Modify or repair existing perimeter fence systems so that they are all at least eight (8) feet in height, with applicable barb wire top, and ensure there are no gaps in the entire fencing system.
 - Video Surveillance System (12 Mobile Surveillance Units)
Deploy 12 Mobile Video Surveillance Units to be placed in strategic locations (i.e., entrance gates). The units will be equipped with video surveillance, deterrent/alarm lighting, and speakers with programmed or manual messaging.
 - Lighting Improvements
Replace approximately two hundred thirty (230) existing light heads, and lighting poles if necessary.
- Relocation of personnel based in five (5) modular buildings in the CTA to permanent facilities and removal of modular buildings, including:
 - Relocate DEA trailer and personnel from existing CTA Trailer 1 to the CTA West Surface Parking lot.
 - Relocate Construction Inspection personnel from existing CTA Trailer 5 to Admin East Level 2 office space.
 - Relocate Landside Operations and Terminal Operations personnel from existing CTA Trailer 2 to TBIT Level 5 office space.
 - Relocate ABM Parking personnel from existing CTA Trailer 3 to Parking Structure P2A North Office Space.
 - Relocate LAWA Parking Office personnel from existing CTA Trailer 2 to parking Structure P2A South office space.
 - Relocate Coordination and Logistics Management personnel from existing CTA Trailer 2 to Admin East Level 2.
 - Relocate Airport Police Department break room from existing CTA Trailer 6 to TBIT Level 3 South.

- Relocation of personnel based in various locations around LAX to Admin East and TBIT
 - Maintenance Service Division (Cleaning) to Admin East Basement
 - LAFD Fast Response Vehicle (FRV) and Cycles to Admin East Level 1
 - Guest Services/Experience, LAWA Art, DCMS, APD (Sworn Officers), and the creation of other open office space at TBIT Level 5 North.

- Create thirteen (13) marked lot parking spaces for FAA control tower personnel, including demolition, grading, paving, sidewalks, striping, signage, fencing, sight electrical power, and lighting.

Amendment Section 4. Except as specifically provided herein, this 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 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 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 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, (i) 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, City has caused this Amendment to be executed, by the Interim 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

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

Date: _____

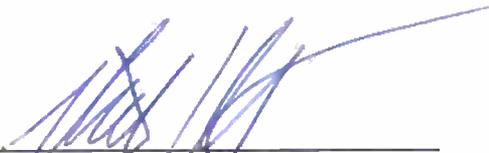
By: _____

John Ackerman
Chief Executive Officer
Los Angeles World Airports

By: _____
Deputy City Attorney

ATTEST:

HENSEL PHELPS CONSTRUCTION COMPANY CO.

By: 
Secretary (Signature)

By: 
Signature

Mike Verrastro
Print Name

Damian Buessing
Print Name

Vice President
Print Title

[SEAL]

