

REPORT FROM

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

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Date: January 30, 2026

CAO File No. 0150-11073-0010

Council File No.

Council District: 11

To: The Mayor

From: Matthew W. Szabo, City Administrative Officer



Reference: Correspondence from the Los Angeles World Airports Board of Airport Commissioners dated November 17 and 18, 2025; referred by the Mayor for a report on November 19, 2025

Subject: **RESOLUTION NO. 28272 AND PROPOSED THIRD AMENDMENT TO CONTRACT NO. DA-5620 BETWEEN LOS ANGELES WORLD AIRPORTS AND HENSEL PHELPS CONSTRUCTION CO. FOR THE CENTRAL TERMINAL AREA CURBSIDE IMPROVEMENT PROGRAM PROJECT AT THE LOS ANGELES INTERNATIONAL AIRPORT**

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### RECOMMENDATION

1. Approve Los Angeles World Airports (LAWA) Board Resolution No. 28272 authorizing a Third Amendment to Contract DA-5620 with Hensel Phelps Construction Co. to extend the term by one year, from June 28, 2028 to June 27, 2029, add additional scopes of work for design and award construction of the Central Terminal Area Curbside Improvement Program Project based on the negotiated price increasing the contract authority by \$249,403,441, from \$58,596,559 to \$308,000,000;
2. Adopt the November 17, 2025 Board of Airport Commissioners (Board) determination in Resolution No. 28272 that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article III Classes 1(1), 1(2), 1(3), 1(6), and 1(12) of the Los Angeles City CEQA Guidelines; and,
3. Authorize the LAWA Chief Executive Officer, or designee, to execute the proposed Third Amendment upon approval as to form by the City Attorney and approval by the Council.

### SUMMARY

The Los Angeles World Airports (LAWA, Department) Board of Airport Commissioners (Board) requests approval of its November 17, 2025 Resolution No. 28272, which among other actions, authorize a proposed Third Amendment (Amendment) to Contract No. DA-5620 (Contract) with Hensel Phelps Construction Co. (Hensel Phelps) for the Central Terminal Area (CTA) Curbside Improvement Program Project (Program/Project), formerly named the Landscaping Improvements

Program, at Los Angeles International Airport (LAX). The proposed Amendment will increase the contract authority by \$249,403,441, from \$58,596,559 to \$308,000,000 and extend the current five-year term by one year from June 28, 2028 to June 27, 2029. Among other actions the Board took, it allocated additional funding and approved the total overall budget of \$350,000,000, which includes \$42,000,000 for soft costs and contingency and the contract's funding.

The proposed Amendment and increased contract authority includes funding for design of new scopes of work identified by LAWA and construction of those components and the larger Project to improve the CTA exterior and support curbside operations. The proposed Amendment will be effective as of the date of execution. Except as proposed in this Amendment, all other terms and conditions remain unchanged.

The Amendment is subject to approval as to form by the City Attorney. Pursuant to Charter Section 373 and Los Angeles Administrative Code Section 10.5(e), Council approval is required because the overall contract term exceeds five years. Our Office has reviewed the request and recommends approval.

## **BACKGROUND**

*Central Terminal Area (CTA) Curbside Improvement Program Project* - The goal of the Program is to create social settings that are directly connected to the future Automated People Mover and modernize the façades of the parking structures. The resulting improvements will provide space for employees to take lunch or breaks, new passenger waiting areas other than the terminal or baggage claim area, and new revenue-generating opportunities for LAWA. The Project is included in LAWA's Investment Plan and the 2024 Capital Improvement Plan (CIP).

The Project utilizes the progressive design-build methodology for project delivery (C.F. 22-0225) and has two phases: Phase I for design and Phase II for construction. Phase I provides for the design, preconstruction, and development of a Guaranteed Maximum Price (GMP) for both phases. Phase II is the construction of the elements designed under Phase I. Due to the unique nature of the solicitation process and capitalizing on the progressive nature of the design, LAWA was intentional in incorporating all of the related and necessary scopes of work. Throughout Phase I and utilizing the first two amendments, the Department collaborated with Hensel Phelps and incrementally added multiple additional other scope elements. Phase I is now complete and the Project is ready to proceed to construction or Phase II.

*Original Contract* – On August 5, 2022, the Department released a Request for Proposals for the design and construction of the LAX Landscaping Improvements Program, now renamed as the Central Terminal Area Curbside Improvement Program. The Department received five proposals. After evaluating the responses, the contract was awarded to Hensel Phelps. On February 16, 2023, the Board approved Resolution No. 27682 authorizing a five-year progressive design-build contract (DA-5620) with Hensel Phelps for the design and construction of the Project in an amount not-to-exceed \$13,067,519. The Council approved the contract (C.F. 23-0550) on June 13, 2023 and the Notice-To-Proceed was issued to Hensel Phelps on June 28, 2023.

Some of the scope of work (SOW) in the original Contract include: creation of four new plazas with landscaping, hardscaping, outdoor furniture, technology, and public art; CTA parking garage façade improvements; and possible scopes for Automated People Mover column enhancements, curbside and soft story improvements, and security improvements. Figures 1 and 2 depict a couple of the projected improvements.

Figure 1: New Seating Area



Figure 2: Enhanced Crosswalks and Terminal Walls



*First Amendment* – On November 7, 2024 and November 18, 2024, the Board approved the first amendment to the Contract increasing the contract authority by \$13,840,500 from \$13,067,519 to \$26,908,019. Through this amendment, LAWA increased contract authority and added design for safety and security enhancements at the East, South and West employee parking lots; relocation of personnel based in five modular buildings in the CTA to permanent facilities and removal of the modular buildings; and, creation and improvement of 32 marked street and lot parking spaces for Federal Aviation Administration (FAA) control tower personnel. The item was approved by Council on February 12, 2025 (C.F. 23-0550-S1).

*Second Amendment* – On February 20, 2025, the Board approved the second amendment to increase the contract authority by \$31,688,540 from \$26,908,019 to \$58,596,559. The contract term remained unchanged. The increased contract authority provided for the predesign, design, and preconstruction activities for three additional scopes including replacing landscape along World Way Street, enhanced landscape areas in front of P3 and P4 and areas of the Theme Building of work, relocation of personnel currently based in modular buildings to permanent facilities and removal of modular buildings, lighting and art restorations, and other work. The item was approved by Council on May 5, 2025 (C.F. 23-0550-S2).

*Proposed Third Amendment* – On November 13, 2025, the Board approved the proposed Amendment which will effectively move the Project from Phase I into Phase II. The proposed Amendment increases the total contract authority by \$249,403,441 to a new maximum authority of \$308,000,000 and extends the contract term by one year in order to allow extra time to complete new scope and close-out activities for the Project.

As planned at the onset, LAWA added additional final scopes as follows: Application of epoxy coating at existing terminal sidewalks and islands; Installation of 12 new enhanced crosswalks; passenger loading zones to the inner and outer roadway curbs to achieve code compliance;



## **CITY COMPLIANCE**

*Small Business Enterprise (SBE), Local Business Enterprise (LBE), Local Small Business Enterprise (LSBE), and Disabled Veterans Business Enterprise (DVBE) Participation* – Hensel Phelps' actual participation exceeds the contract obligations levels in three of the various business enterprises as follows:

- Small Business Enterprise (SBE) – Actual of 25.67 percent vs target of 20 percent
- Local Business Enterprise (LBE) – Actual of 17.31 percent vs target of 10 percent
- Local Small Business Enterprise (LSBE) – Actual of 11.66 percent vs target of five (5) percent
- Disabled Veterans Business Enterprise (DVBE) – Actual of 1.57 percent vs target of three (3) percent

*Charter Section 1022* – As previously reported in the CAO reports on the original and subsequent amendments, the Board approved the determination that the work performed is more feasibly done by a contractor due to the proprietary nature of the work on February 16, 2023. (C.F. 23-0550, 23-055-S1).

*California Environmental Quality Act (CEQA)* – Activities under the Project are exempt from the CEQA pursuant to Articles III Classes 1(1), 1(2), 1(3), 1(6), and 1(12) of the Los Angeles City CEQA Guidelines. The proposed Amendment includes provisions to ensure compliance with applicable City ordinances, contracting, and insurance requirements. The proposed Amendment is subject to approval as to form by the City Attorney. In accordance with Charter Section 373 and Administrative Code Sections 10.5(e), the proposed Amendment requires Council approval because the total term exceeds three years. Our Office has reviewed the request and recommends approval.

## **FISCAL IMPACT STATEMENT**

Approval of the Third Amendment to Contract DA-5620 with Hensel Phelps Construction Co. for the progressive design-build of the Central Terminal Area Curbside Improvement Program Project will have no impact on the City's General Fund. The proposed Amendment will increase the maximum not-to-exceed contract authority by \$249,403,441 from \$58,596,559 to \$308,000,000. Funding is programmed in LAWA's 2025-26 Capital Improvement Plan. The recommendations in this report comply with the Los Angeles World Airports' adopted Financial Policies.

Attachments – Board of Airport Commissioners Report, Resolution No. 28272, proposed Third Amendment to Contract No. DA-5620 with Hensel Phelps Construction Co., and Board presentation

# ATTACHMENT



November 18, 2025

The Honorable Karen Bass  
Mayor, City of Los Angeles  
City Hall – Room 303  
Los Angeles, CA 90012

ATTN: Legislative Coordinator

LAX

Van Nuys

City of Los Angeles

Karen Bass  
Mayor

Board of Airport  
Commissioners

Karim Webb  
President

Matthew M. Johnson  
Vice President

Vanessa Aramayo  
Courtney La Bau  
Victor Narro  
Nicholas P. Roxborough  
Valeria C. Velasco

John Ackerman  
Chief Executive Officer

RE: LAWA 25-0011 – Third Amendment to DA-5620 with Hensel Phelps Construction Co

In accordance with Executive Directive No. 04, we are transmitting a copy of documents related to the agreement referenced above.

This agreement would add \$249,403,441 to the contract authority, for a new total not to exceed \$308,000,000, and extend the contract term by one year for the Central Terminal Area Curbside Improvement Program at Los Angeles International Airport; and appropriate additional capital funds in the amount of \$275,978,061 for said program. The original agreement was awarded using a competitive process.

If your office determines that CAO review is necessary, kindly inform LAWA's Government Affairs Division so that they may coordinate with the CAO's office.

City Council approval is required pursuant to Section 373 of the Los Angeles City Charter. The Board of Airport Commissioners approved this item at its meeting on November 13, 2025. We respectfully request that your office approve forwarding the agreement to the City Council for approval.

Sincerely,

Becca Doten  
Chief of Staff

Attachments:  
Board Report  
BOAC Resolution  
Contract Amendment





Approved by:	<b>Hans Thilenius</b> Deputy Executive Director Terminal Development & Improvement Program	
ITEM TYPE	<input type="checkbox"/> Award <input checked="" type="checkbox"/> Amendment <input checked="" type="checkbox"/> Appropriation <input type="checkbox"/> Policy/Program <input type="checkbox"/> Other	
SUBJECT	Request to adopt the following report; to approve the Third Amendment to Contract DA-5620 with Hensel Phelps Construction Co. to add \$249,403,441 to the contract authority, for a new total not to exceed \$308,000,000, and extend the contract term by one year for the Central Terminal Area Curbside Improvement Program at Los Angeles International Airport; and to appropriate additional capital funds in the amount of \$275,978,061 for said program	

Item REQUIRES City Council Approval.  
 Item is subject only to STANDARD REVIEW by the City Council.

**DISCUSSION**

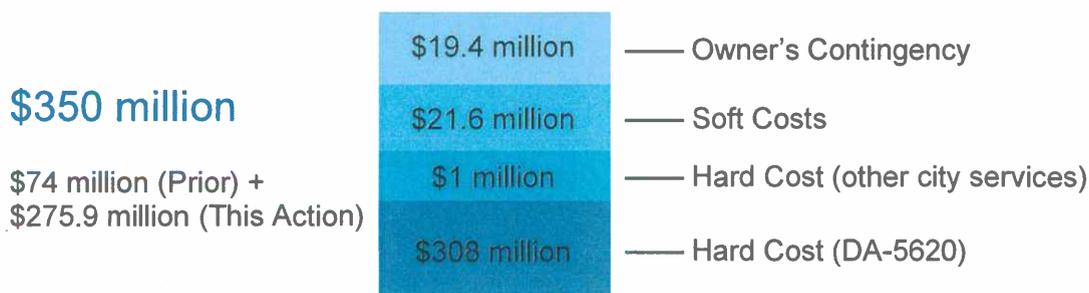
**1. Background and Necessity of Requested Action**

<b>02-16-2023</b>	<b>Resolution #27683 (DA-5620)</b>	Award & Appropriation
Established a five-year Progressive Design-Build contract to Hensel Phelps Construction Co. (Hensel Phelps) covering Phase 1 (design and preconstruction) of the Central Terminal Area (CTA) Curbside Improvement Program at Los Angeles International Airport (LAX), for a cost not to exceed \$13.1 million, and appropriated capital funds in the amount of \$16.9 million.		
<b>11-07-2024</b>	<b>Resolution #28052 (DA-5620)</b>	First Amendment & Appropriation
Approved the First Amendment to Contract DA-5620 with Hensel Phelps to add \$13.8 million, for a total contract authority of \$26.9 million, to provide design and construction services for the CTA Curbside Improvement Program Project at LAX; and appropriated funds in the amount of \$17 million, which also included an additional \$1.4 million in project contingency, and \$1.8 million for Los Angeles World Airports' (LAWA) soft costs.		
<b>02-20-2025</b>	<b>Resolution #28110 (DA-5620)</b>	Second Amendment & Appropriation
Approved the Second Amendment to Contract DA-5620 with Hensel Phelps to add \$31.7 million, for a total contract authority of \$58.6 million, covering design and construction services for the CTA Curbside Improvement Program at LAX; and appropriated funds in the amount of \$40.1 million, which also included an additional \$2.9 million in project contingency and \$5.5 million for LAWA' soft costs.		

The project will transform the look and feel of LAX with updates that bring a distinctly Los Angeles (LA) feel to the travel experience—a safe, modern and iconic environment. Improvements include upgraded roadways and crosswalks, new benches, and better bollard placement to make movement safer and smoother. Enhanced lighting, refreshed finishes, and updated façades will create a cohesive look that highlights art and LA-inspired design. Simple, low-maintenance landscaping with palm trees will add a touch of Southern California warmth, while the refreshed lighting on the iconic Theme Building and air traffic control tower will put the unique identity and spirit of LA in LAX.

The project has advanced through the planning, design, and pre-construction phases and is now ready to start the construction phase (Phase 2), which requires the following additional project appropriations, and contract amendment:

**Proposed Project – Funding to Date (including this action)**



If the CTA Curbside Improvement Program is deferred, the existing conditions will remain in their current state, with outdated curbside lighting, insufficient seating, safety gaps through bollards, dilapidated sidewalk/roadway surfaces, and limited landscaping. The deferral of the program will also result in the current configuration of the curbside roadways to remain, which would not support the post-Automated People Mover operational changes.

2. **Selection Process:**  Competitive process.  Other process.  Not applicable.

The original Request for Proposal (RFP) for this project was posted in August 2022 on the Regional Alliance Marketplace for Procurement. Los Angeles World Airports hosted a Pre-Proposal Conference on August 24, 2022, with over 40 attendees, and posted the Final RFP on August 25, 2022.

Los Angeles World Airports received five proposals on the due date, and all five were determined to have met administrative requirements. Upon review of the firms' experience as well as written, technical and price proposals, Hensel Phelps Co. was determined to be the most qualified firm.

3. **Fiscal Impact:**  None.  Revenue generation.  Cost/cost recovery.  Other.

This project is included in LAWA's Investment Plan and programmed as part of the 2024 Capital Improvement Plan (CIP), with a Direct Budget of \$350,000,000, which includes hard

costs (contractor and city agency costs), owner-carried costs, and contingency. As approval of this item is within this amount, adoption of this item will not increase the CIP.

4. **Alternative Actions:**  Alternatives considered.  No alternatives considered.

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### APPROPRIATIONS

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Appropriation required.  No appropriation required.  Funding is available.

Staff request that funds for this project be appropriated and allocated in the not-to-exceed amount of \$275,978,061 from LAX Revenue Fund to WBS Element 1.23.07A-700 (CTA Curbside Improvement Program).

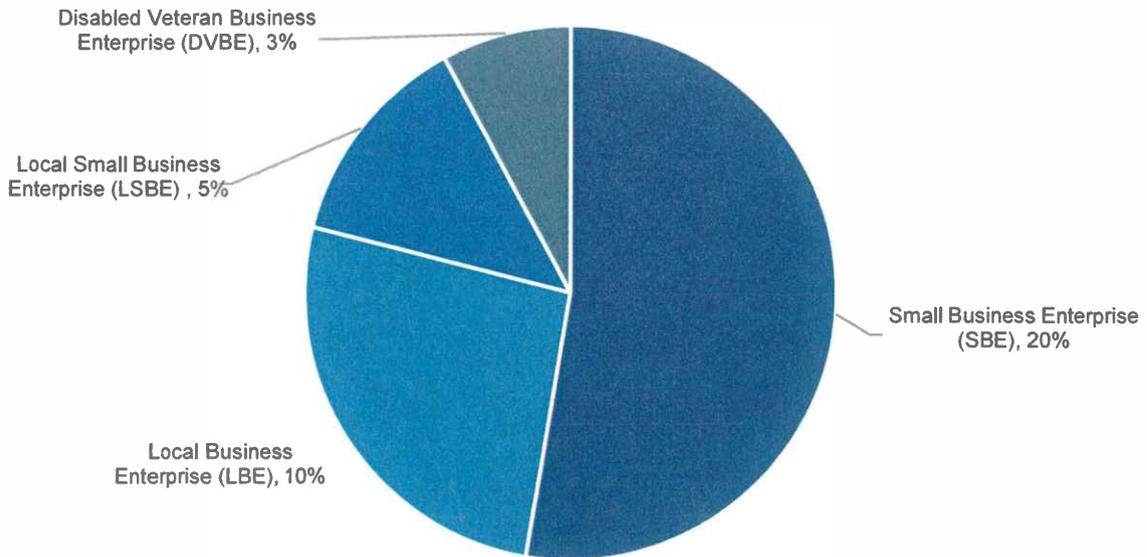
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### INCLUSIVITY & IMPACT

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Goals/requirements identified.  No goals/requirements stipulated.  N/A or other.

Section 8.0 of Contract DA-5620 outlines the following disadvantage enterprise goals:



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### PROVISIONS

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The Chief Executive Officer has approved this item.

The Board of Airport Commissioners is hereby requested to adopt staff's determination that the requested action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Class 1 (1), Article III, Class 1 (2), Article III, Class 1 (3), Article III, Class 1 (6), and Article III, Class 1 (12) of the Los Angeles City CEQA

**Guidelines.**

The Board is hereby further requested to authorize the Chief Executive Officer, or designee, to execute said Third Amendment to Contract DA-5620 with Hensel Phelps Construction Co. subject to approval by the Los Angeles City Council and approval as to form by the City Attorney.

Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373.

RESOLUTION NO. 28272

WHEREAS, on recommendation of Management, there was presented for approval, Third Amendment to Contract DA-5620 with Hensel Phelps Construction Co. to add \$249,403,441 in contract authority, for new total not to exceed \$308,000,000, and extend the term by one (1) year covering the Central Terminal Area Curbside Improvement Program at Los Angeles International Airport; and appropriation of \$275,978,061 for said program; and

WHEREAS, the project will transform the look and feel of Los Angeles International Airport (LAX) with updates that bring a distinctly Los Angeles (LA) feel to the travel experience—a safe, modern and iconic environment. Improvements include upgraded roadways and crosswalks, new benches, and better bollard placement to make movement safer and smoother. Enhanced lighting, refreshed finishes, and updated façades will create a cohesive look that highlights art and LA-inspired design. Simple, low-maintenance landscaping with palm trees will add a touch of Southern California warmth, while the refreshed lighting on the iconic Theme Building and air traffic control tower will put the unique identity and spirit of LA in LAX; and

WHEREAS, the project has advanced through the planning, design, and pre-construction phases and is now ready to start the construction phase (Phase 2), which requires the following additional project appropriations, and contract amendment:

**LAX**  
**Van Nuys**  
**City of Los Angeles**  
Karen Bass  
Mayor  
**Board of Airport Commissioners**  
Karim Webb  
President  
Matthew M. Johnson  
Vice President  
Vanessa Aramayo  
Courtney La Bau  
Victor Narro  
Nicholas P. Roxborough  
Valeria C. Velasco  
John Ackerman  
Chief Executive Officer

Project Funding to Date (including this action)

<b>\$350 million</b>	<b>\$19.4 million</b>	— Owner's Contingency
	<b>\$21.6 million</b>	— Soft Costs
	<b>\$1 million</b>	— Hard Cost (other city services)
	<b>\$308 million</b>	— Hard Cost (DA-5620); and
<b>\$74 million (prior) + \$275.9 million (this action)</b>		

WHEREAS, if the Central Terminal Area Curbside Improvement Program is deferred, the existing conditions will remain in their current state, with outdated curbside lighting, insufficient seating, safety gaps through bollards, dilapidated sidewalk/roadway surfaces, and limited landscaping. Deferral of the program will also result in the current configuration of the curbside roadways to remain, which would not support the post-Automated People Mover operational changes; and

WHEREAS, the project is included in the Los Angeles World Airports Investment Plan and programmed as part of the 2024 Capital Improvement Plan (CIP), with a Direct Budget of \$350,000,000, which includes hard costs (contractor and city agency costs), owner-carried costs, and contingency. Adoption of this item will not increase the CIP; and

WHEREAS, the amendment will also allow for a one (1)-year extension of Contract DA-5620, which was established with a five (5)-year term; and

WHEREAS, Section 8.0 of Contract DA-5620 outlines the following enterprise goals:

- 3% Disabled Veteran Business Enterprise
- 5% Local Small Business Enterprise
- 20% Small Business Enterprise
- 10% Local Business Enterprise; and



WHEREAS, actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373;

NOW, THEREFORE, BE IT RESOLVED that the Board of Airport Commissioners adopted the staff report; further adopted staff's determination that the requested action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Classes 1 (1), 1 (2), 1 (3), 1 (6), and 1 (12) of the Los Angeles City CEQA Guidelines; approved the Third Amendment to Contract DA-5620 with Hensel Phelps Construction Co. to add \$249,403,441 in contract authority, for new total not to exceed \$308,000,000, and extend the term by one (1) year covering the Central Terminal Area Curbside Improvement Program at Los Angeles International Airport; authorized the Chief Executive Officer, or designee, to execute said Third Amendment to Contract DA-5620 with Hensel Phelps Construction Co. subject to approval by the Los Angeles City Council and approval as to form by the City Attorney; and further approved appropriation and allocation of not to exceed \$275,978,061 from LAX Revenue Fund to WBS Element 1.23.07A-700 (CTA Curbside Improvement Program).

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I hereby certify that this Resolution No. 28272 is true and correct, as adopted by the Board of Airport Commissioners at its Special Meeting held on Thursday, November 13, 2025.



Esther N. Alailima Semeatu – Assistant Secretary  
BOARD OF AIRPORT COMMISSIONERS

**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: \_\_\_\_\_

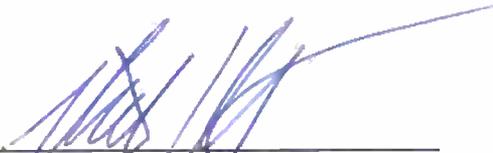
By: \_\_\_\_\_

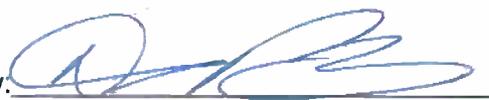
John Ackerman  
Chief Executive Officer  
Los Angeles World Airports

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]



November 17, 2025

The Honorable City Council  
of the City of Los Angeles  
(via email)

*Subject:* Third Amendment to Contract DA-5620 with Hensel Phelps Construction Co.

LAX  
Van Nuys  
City of Los Angeles

Enclosed for your consideration is the Third Amendment to Contract DA-5620 with Hensel Phelps Construction Co. that was approved by the Board of Airport Commissioners at its November 13, 2025 meeting. There is no impact to the General Fund.

Karen Bass  
Mayor  
Board of Airport  
Commissioners  
Karim Webb  
President  
Matthew M. Johnson  
Vice President  
Vanessa Aramayo  
Courtney La Bau  
Victor Narro  
Nicholas P. Roxborough  
Valeria C. Velasco  
John Ackerman  
Chief Executive Officer

**RECOMMENDATIONS FOR CITY COUNCIL:**

1. Concur with said Board's adoption of staff's determination that the item is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article III, Classes 1 (1), 1 (2), 1 (3), 1 (6), and 1 (12) of the Los Angeles City CEQA Guidelines; and
2. Approve the Third Amendment to Contract DA-5620 with Hensel Phelps Construction Co., to add \$249,403,441 in contract authority, for new total not to exceed \$308,000,000, and extend the term by one (1) year covering the Central Terminal Area Curbside Improvement Program at Los Angeles International Airport; and
3. Further concur with said Board's action on November 13, 2025, by Resolution 28272, authorizing the Los Angeles World Airports Chief Executive Officer, or designee, to execute said Third Amendment to Contract DA-5620 with Hensel Phelps Construction Co.

This document and its attachments are advisory only and do not constitute a complete and official submittal to the City Council. The official submittal, including this document and its attachments, will be submitted electronically to the City Council and the Council File Management System pursuant to Charter Section 373 via the City Clerk's website when the file is complete.

Very truly yours,



Esther N. Alailima Semeatu, Commission Executive Assistant I  
BOARD OF AIRPORT COMMISSIONERS

Enclosures

cc: CAO (Airport Analyst), e-file  
CLA (Airport Analyst), e-file



RESOLUTION NO. 28272

WHEREAS, on recommendation of Management, there was presented for approval, Third Amendment to Contract DA-5620 with Hensel Phelps Construction Co. to add \$249,403,441 in contract authority, for new total not to exceed \$308,000,000, and extend the term by one (1) year covering the Central Terminal Area Curbside Improvement Program at Los Angeles International Airport; and appropriation of \$275,978,061 for said program; and

WHEREAS, the project will transform the look and feel of Los Angeles International Airport (LAX) with updates that bring a distinctly Los Angeles (LA) feel to the travel experience—a safe, modern and iconic environment. Improvements include upgraded roadways and crosswalks, new benches, and better bollard placement to make movement safer and smoother. Enhanced lighting, refreshed finishes, and updated façades will create a cohesive look that highlights art and LA-inspired design. Simple, low-maintenance landscaping with palm trees will add a touch of Southern California warmth, while the refreshed lighting on the iconic Theme Building and air traffic control tower will put the unique identity and spirit of LA in LAX; and

WHEREAS, the project has advanced through the planning, design, and pre-construction phases and is now ready to start the construction phase (Phase 2), which requires the following additional project appropriations, and contract amendment:

Project Funding to Date (including this action)

**\$350 million**

\$74 million (prior) +  
\$275.9 million (this action)

\$19.4 million	— Owner's Contingency
\$21.6 million	— Soft Costs
\$1 million	— Hard Cost (other city services)
\$308 million	— Hard Cost (DA-5620); and

WHEREAS, if the Central Terminal Area Curbside Improvement Program is deferred, the existing conditions will remain in their current state, with outdated curbside lighting, insufficient seating, safety gaps through bollards, dilapidated sidewalk/roadway surfaces, and limited landscaping. Deferral of the program will also result in the current configuration of the curbside roadways to remain, which would not support the post-Automated People Mover operational changes; and

WHEREAS, the project is included in the Los Angeles World Airports Investment Plan and programmed as part of the 2024 Capital Improvement Plan (CIP), with a Direct Budget of \$350,000,000, which includes hard costs (contractor and city agency costs), owner-carried costs, and contingency. Adoption of this item will not increase the CIP; and

WHEREAS, the amendment will also allow for a one (1)-year extension of Contract DA-5620, which was established with a five (5)-year term; and

WHEREAS, Section 8.0 of Contract DA-5620 outlines the following enterprise goals:

- 3% Disabled Veteran Business Enterprise
- 5% Local Small Business Enterprise
- 20% Small Business Enterprise
- 10% Local Business Enterprise; and



WHEREAS, actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373;

NOW, THEREFORE, BE IT RESOLVED that the Board of Airport Commissioners adopted the staff report; further adopted staff's determination that the requested action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Classes 1 (1), 1 (2), 1 (3), 1 (6), and 1 (12) of the Los Angeles City CEQA Guidelines; approved the Third Amendment to Contract DA-5620 with Hensel Phelps Construction Co. to add \$249,403,441 in contract authority, for new total not to exceed \$308,000,000, and extend the term by one (1) year covering the Central Terminal Area Curbside Improvement Program at Los Angeles International Airport; authorized the Chief Executive Officer, or designee, to execute said Third Amendment to Contract DA-5620 with Hensel Phelps Construction Co. subject to approval by the Los Angeles City Council and approval as to form by the City Attorney; and further approved appropriation and allocation of not to exceed \$275,978,061 from LAX Revenue Fund to WBS Element 1.23.07A-700 (CTA Curbside Improvement Program).

o0o

I hereby certify that this Resolution No. 28272 is true and correct, as adopted by the Board of Airport Commissioners at its Special Meeting held on Thursday, November 13, 2025.



Esther N. Alailima Semeatu – Assistant Secretary  
BOARD OF AIRPORT COMMISSIONERS

**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.
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  - Relocate Landside Operations and Terminal Operations personnel from existing CTA Trailer 2 to TBIT Level 5 office space.
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  - Relocate Airport Police Department break room from existing CTA Trailer 6 to TBIT Level 3 South.

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  - 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

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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: \_\_\_\_\_

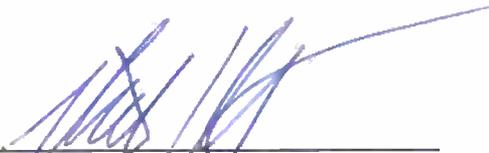
By: \_\_\_\_\_

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]

