

**THIRD AMENDMENT TO CONTRACT NUMBER DA-5605
BETWEEN THE CITY OF LOS ANGELES AND SWINERTON BUILDERS FOR THE
INTERMODAL TRANSPORTATION FACILITY (ITF) AUXILIARY CURBS PROJECT
AT LOS ANGELES INTERNATIONAL AIRPORT**

THIS **THIRD AMENDMENT TO CONTRACT NUMBER DA-5605** ("Amendment") is made and entered into as of this ____ day of August 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 **SWINERTON BUILDERS** ("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-5605 (the "Contract") for the design and construction of the project entitled "Intermodal Transportation Facility (ITF) Auxiliary Curbs" ("Project") at Los Angeles International Airport ("Airport") on January 27, 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/Preconstruction Phase, consisting of mobilization, design development, preconstruction, and early enabling work, and includes the negotiation of a Guaranteed Maximum Price ("GMP") by the Contract baseline schedule date for the completion of ninety (90) percent design; 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, in order to release long lead items related to electrical and utility equipment identified in cGMP and to be able to meet the Project Schedule, the Contract was amended on February 5, 2024 to: (A) break down Phase 2 of the Project into two (2) components: (i) Phase 2A – a component GMP ("cGMP") for the early procurement of long-lead materials, design completion, final permitting, and allowance costs for hazardous materials remediation, and additional site investigations; and (ii) Phase 2B – full and final GMP proposal for Phase 2B of the Project, which includes the balance of construction, commissioning, and closeout activities per agreed upon GMP; and (B) increase the not-to exceed amount from Twenty Two Million Three

Hundred Thousand and 00/100 Dollars (\$22,300,000) to Sixty Five Million Two Hundred and Two Thousand Two Hundred Twenty and 00/100 Dollars (\$65,202,220) to include the services to be provided under Phase 1A of the Project; and

WHEREAS, the Contract was amended a second time on June 26, 2024 to increase the total not-to-exceed amount from Sixty Five Million Two Hundred and Two Thousand Two Hundred Twenty and 00/100 Dollars (\$65,202,220) to Two Hundred Thirty Four Million Ninety Five Thousand Nine Hundred Fifty Three and 00/100 (\$234,095,953) in order to include the services to be provided under all phases of the Project, including Phases 1, 2A and 2B; and

WHEREAS, City wishes to extend the term of the Contract by thirteen (13) months and increase the total not-to-exceed amount of the Contract by Five Million and 00/100 Dollars (\$5,000,000) to add a new Project Allowance for extended General Conditions. The total Contract amount inclusive of Change Orders No. 1 – 49 and this Amendment is Not-to-Exceed Two Hundred Forty One Million Thirty One Thousand Three Hundred Fifty Seven and 00/100 \$241,931,357.

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 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 four (4) years and one (1) month 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 full construction of the Project, consistent with the intent of the Contract Documents, and as defined in each GMP, 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 as set forth in the GMP and subsequent Contract

Revisions. The term of this 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 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 Design-Builder under the terms of this Contract, for Phase 1 Design and Pre-Construction, for Phase 2 (Phase 2A and Phase 2B) Construction Documents, Early Procurement and Construction, Permitting, Hazardous Waste Remediation, and balance of construction, commissioning, and closeout activities, inclusive of Change Orders No. 1 – 49 and Five Million and 00/100 Dollars (\$5,000,000) Project Allowance for extended General Conditions, is Not-to-Exceed Two Hundred Forty One Million Thirty One Thousand Three Hundred Fifty Seven and 00/100 (\$241,931,357) pursuant to the Contract Documents. **Amendment Section 3.** 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, (iv) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature. If this Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[Remainder of Page Intentionally Left Blank]

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

By: _____

Chief Financial Officer
Los Angeles World Airports

ATTEST:

SWINERTON BUILDERS

By: _____
Secretary (Signature)

DocuSigned by:
By: Jose Acosta
8F46EA4E5812484
Signature

Print Name

Jose Acosta

[SEAL]

Operations Manager