

**FIRST 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 **FIRST AMENDMENT** TO CONTRACT NUMBER DA-5620 ("**Amendment**") is made and entered into as of this \_\_\_\_ day of October, 2024, 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 Parties wish to amend the Contract to add the following Scope of Work to the Program:

- (i) the modification and/or repair of existing perimeter security fence systems, the installation of a video surveillance system, and lighting pole and lamp improvements at the East, South and West LAX employee parking lots; and
- (ii) the relocation of Construction Inspection personnel, Operations personnel, ABM Parking Office personnel, LAWA Parking Officer personnel, Coordination and Logistics Management personnel and Airport Police Department personnel based in five (5) modular buildings/trailers in the CTA to permanent facilities and removal of the modular buildings/trailers; and
- (iii) the creation and/or improvement of thirty-two (32) marked street and parking lot spaces for Federal Aviation Administration ("FAA") control tower personnel which

includes, but is not limited to, demolition, grading, paving, sidewalks, striping, signage, fencing, site electrical power and lighting.

WHEREAS, City wishes to 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 afore-referenced additional work to be provided under Phase 1 – the Design/Preconstruction Phase 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 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 and a portion of Phase 2 Construction Documents, is Not-to-Exceed Twenty Six Million Nine Hundred and Eight Thousand Nineteen and 00/100 Dollars (\$26,908,019), pursuant to the Contract Documents. This Section will be amended to include the price of the remaining portion of Phase 2 Construction Documents and Phase 2 Construction once an agreed upon GMP Work Package(s) has been negotiated.

**Amendment Section 2.** 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 four (4) outdoor spaces at LAX, 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 trailers in the CTA, and provide street parking spaces for Federal Aviation Administration (FAA) tower personnel working in the CTA. This includes, but is not limited to (Figure 1~4):

- Outdoor Spaces Improvements (≈ 13 acres)  
Reactivate the (4) Plazas by using landscape, hardscape, outdoor furniture, technology, public art, etc.
  - WTCA Plaza (Plaza at Parking Structures 3 and 4)
  - CCTA Plaza (Theme Building Plaza)
  - ETCA Plaza (Administration East Plaza)
  - Economy Parking Plaza (Plaza between Economy Parking and Station E, including artist designed terrazzo floor\*)
- Parking Structure Façade Improvements (≈ 103,000 sqft)
  - Vertical landscaping, and other landscaping enhancement as needed
  - Digital screens, infrastructure for super graphics, and other enhancements (smart glass, etc.)
- 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 Construction Inspection personnel from CTA Trailer 1 to Terminal 1.5 office space.
  - Relocate Operations personnel from CTA Trailer 2 to Terminal 1.5 office space.
  - Relocate ABM Parking personnel from CTA Trailer 3 to parking Structure P2A office space.
  - Relocate LAWA Parking Office personnel from CTA Trailer 4 to parking Structure P2AS office space.
  - Relocate Coordination and Logistics Management personnel from CTA Trailer 4 to Terminal 1.5 office space.

- Relocate Airport Police Department break room from CTA Trailer 6 to Terminal 2.
- Create and/or improve thirty-two (32) marked street and lot parking spaces for FAA control tower personnel, including demolition, grading, paving, sidewalks, striping, signage, fencing, sight electrical power and lighting.

**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.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy 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.

By: \_\_\_\_\_  
John Ackerman  
Chief Executive Officer  
Los Angeles World Airports

By: \_\_\_\_\_  
Tatiana Starostina  
Chief Financial Officer  
Los Angeles World Airports

ATTEST:

By:   
Secretary (Signature)

MICHAEL VERASTANO  
Print Name

**HENSEL PHELPS CONSTRUCTION  
COMPANY CO.**

By:   
Signature

DAMIAN BUESSING  
Print Name

VICE PRESIDENT  
Print Title

[SEAL]



RESOLUTION  
Hensel Phelps Construction  
Co.  
January 23, 2024

I Robert P. Majerus, Secretary of Hensel Phelps Construction Co., a Delaware general partnership, hereby certify that the following Resolution was duly adopted by the Board of Managers of Hensel Phelps Construction Co., effective January 23, 2024.

Whereupon, the following Resolution was moved, seconded and carried:

BE IT RESOLVED, that effective January 23, 2024, the following employees of the general partnership are authorized to serve as Assistant Secretaries of the general partnership to facilitate the transaction of the general partnership's business.

Gerald Boat  
Dylan H.  
Evento  
Mark P. Clarke  
Shawn M. Edwards  
Sarah J. Forrest  
Justice S. Henecke  
Aamir Imam  
Ryan A. Martorano  
Bradley J. Rundquist  
Jennifer K. Scholz  
Michael M. Venezia  
Michael Verrastro  
Sean C. Reyes  
Brian J. Penner  
Timothy G. Davis  
Troy A. Rector  
Joel B. Douglass  
Clif Fesler

CERTIFICATION

I, Robert P. Majerus, Secretary of Hensel Phelps Construction Co., do hereby certify the above and foregoing Resolution was adopted by the Board of Managers of Hensel Phelps Construction Co. effective January 23, 2024, and that the Resolution is in full force and effect. This Certification is made and entered into this 23rd day of January 2024.



  
Robert P. Majerus, Secretary