



LOS ANGELES WORLD AIRPORTS

8090 Westchester Parkway, Los Angeles, CA 90045

CHANGE ORDER NO. TBD

PROJECT:	<u>APM</u>	ADDRESS:	<u>5901 W. Century Blvd</u>
CONTRACT NO.:	<u>DA-5277</u>		<u>Suite 200</u>
DEVELOPER:	<u>LAX Integrated Express Solutions, LLC</u>		<u>Los Angeles, CA 90045</u>
ORIGINAL CONTRACTED AMOUNT OF LAWA PAYMENTS DURING D&C PERIOD:	<u>\$1,031,269,916.02</u>		
Original contracted amount of LAWA payments during D&C Period plus all previous Change Orders and Task Orders, excluding any O&M costs.	\$X,XXX,XXX,XXX.XX		

TITLE: Settlement of all Claimed Costs for Extra Work Associated with the Global Roadway Claim

Reference is made to that certain Design-Build-Finance-Operate-Maintain Agreement, dated as of April 11, 2018 (the "DBFOM Agreement"), between The City of Los Angeles, through the City's Department of Airports known as Los Angeles World Airports ("LAWA") and LAX Integrated Express Solutions, LLC ("Developer"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the DBFOM Agreement. \$69,500,000.00

Whereas, on or about May 31, 2022, Developer issued a combined claim relating to all roadway related Relief Events; and on or about November 18, 2022, LINXS updated its combined claim for all roadway related Relief Events;

Whereas, on or about April 26, 2023, LAWA and Developer entered into Change Order No. 0066, which included an obligation to address the Global Roadway Claim by September 2023;

Whereas, in response to LAWA's recognition of LAWA Changes relating to the Global Roadway Claim, LINXS provided LAWA a Change Proposal to memorialize the final scope and pricing assumptions relating to the added and out of scope work associated with the roadways; and

Whereas, this change order, including all exhibits and attachments referenced herein (collectively, the "Change Order"), memorializes the settlement reached between LAWA and Developer in September 2023 to resolve the added and out of scope work associated with the roadways (hereinafter referred to as the "Global Roadway Claim" comprised of the Relief Events and Directive Letters set forth in clause 3 herein below) .For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, LAWA and Developer (the "Parties") agree as follows:

1. LAWA will pay Developer the Compensation Amount in the total amount of \$69,500,000.00 to resolve all Claims for Extra Work associated with Developer's Global Roadway Claim. Subject to the requirements of Paragraph 9, this amount will be paid within 30 days after submission by Developer to LAWA of an invoice in a form reasonably acceptable to LAWA.
2. The scope of Work to be furnished by Developer associated with Developer's Global Roadway Claim, and the agreed Compensation Amount as set forth in Paragraph 1 above, are based on Developer's Change Proposal No. U002 Rev 004 dated September 21, 2023 and the Released for Construction Documents, including all corresponding approved Interim Change Authorizations, excepting that certain AMC storm drain lateral (collectively "RFCDs") as of August 31, 2023. In the event of any conflict, ambiguity or inconsistency between the RFCDs and the Technical Provisions, Proposal Commitments or any other Contract Document regarding such scope of Work, the RFCDs shall prevail; as such, any change, modification or alteration to the scope of Work reflected in the RFCDs requested by any City Department, including LAWA, that increases Developer's cost or risk allocation, shall be deemed by the Parties as a LAWA Change under the DBFOM Agreement and Developer shall submit Change Proposals to LAWA as soon as reasonably practicable. Change Orders shall be negotiated by the Parties in accordance with express provisions of the DBFOM Agreement.

*** This Change Order Continues on the Following Page ***



LOS ANGELES WORLD AIRPORTS

8090 Westchester Parkway, Los Angeles, CA 90045

CHANGE ORDER NO. TBD

PROJECT:	<u>APM</u>	ADDRESS:	<u>5901 W. Century Blvd</u>
CONTRACT NO.:	<u>DA-5277</u>		<u>Suite 200</u>
DEVELOPER:	<u>LAX Integrated Express Solutions, LLC</u>		<u>Los Angeles, CA 90045</u>
ORIGINAL CONTRACTED AMOUNT OF LAWA PAYMENTS DURING D&C PERIOD:			<u>\$1,031,269,916.02</u>

3. This Change Order resolves both the nature and extent of relief available to the Developer for its Global Roadway Claim and the consideration respecting the LAWA Changes included in the Work covered by this Change Order. Specifically, Relief Event Claim Nos. 00029, 00034, 00041, 00046, 00047, 00048, 00050, 00051, 00054, 00055, 00057, 00058, 00059, 00079, 00084, 00086, 00087, 00088, 00090, 00091, 00092, 00094, 00095, 00098, 00101, 00102, 00105, 00106, 00109, 00113, 00120, 00123, 00124, 00126, 00142, 00146, 00150, 00154, 00156, 00157 and 00159, and Directive Letter Nos. 0024, 0036, 0046, and 0067 are hereby resolved by this Change Order. In addition, Developer's claim for Incremental Costs to perform Design Work prior to the date of this Change Order associated with Relief Event Claim No. 0044 is also resolved by this Change Order.

4. The Parties agree that the management costs of Developer in the amount of \$10,497,734.08, inclusive of markup, and the quality assurance and quality control costs of Developer in the amount of \$1,898,343.10, inclusive of markup, included in Change Proposal No. U002 Rev 004 associated with the Global Roadway Claim, have not been resolved and are not included within the Compensation Amount for this Change Order (referred to as "Management and Third Party QA/QC" costs within Change Order No. 0066) because LAWA has requested to resolve these costs along with the other "Management and Third Party QA/QC" costs included in Relief Event No. 130 by December 31, 2023 per the terms of Change Order No. 0066. Therefore, the Parties agree that "Management and Third Party QA/QC", and the costs thereof, arising out of or related to the Change Proposal No. U002 Rev 004 associated with the Global Roadway Claim are hereby incorporated into Relief Event No. 130. Notwithstanding the foregoing, LAWA hereby recognizes Developer's claims for "Management and Third Party QA/QC" cost impacts associated with the performance of the Work covered by this Change Order, but LAWA reserves its rights under the DBFOM Agreement with respect to the extent of entitlement for such costs and the amount owed including as it relates to the totality of Relief Event No. 130.

5. The Parties also agree that through negotiations various scopes of work and costs have been excluded from this Change Order and the Compensation Amount for this Change Order. These exclusions are hereby agreed between the Parties to be addressed as follows: (1) all plan check fees charged, levied or assessed, after August 3, 2023, by a department of the City of Los Angeles shall be paid directly by LAWA to the respective City Department; provided, however, in the event LAWA cannot process payment directly, then such fees shall be paid per the Change Proposal No. U002 Rev 004. LAWA shall assist Developer in recovering the unused plan check deposit as of August 3, 2023 from the City of Los Angeles Bureau of Engineering; (2) Relief Event No. 0044 constitutes a LAWA Change and Developer shall prepare and provide LAWA an initial Change Proposal for the future design and a separate Change Proposal for the construction once the design has adequately progressed to allow for accurate pricing. LAWA shall negotiate the two Change Orders for this work attributable to Relief Event No. 0044, in accordance with to the express provisions of the DBFOM Agreement; and (3) LAWA has requested Developer to exclude costs for street damage restoration, therefore, any fees charged, levied or assessed, by a department of the City of Los Angeles shall be paid for directly by LAWA; provided, however, any such fees required to be paid for by Developer by the respective City Department shall constitute a LAWA Change and LAWA shall issue Developer a Change Order within 15 days of receiving a Change Proposal for such costs.

6. LAWA agrees the AMC storm drain lateral is not a requirement of the Technical Provisions and will be removed from the Aviation Boulevard design package.

7. The Parties acknowledge and agree that there is no change in O&M scope required for any of the work covered by this Change Order.

*** This Change Order Continues on the Following Page ***



LOS ANGELES WORLD AIRPORTS

8090 Westchester Parkway, Los Angeles, CA 90045

CHANGE ORDER NO. TBD

PROJECT:	<u>APM</u>	ADDRESS:	<u>5901 W. Century Blvd</u>
CONTRACT NO.:	<u>DA-5277</u>		<u>Suite 200</u>
DEVELOPER:	<u>LAX Integrated Express Solutions, LLC</u>		<u>Los Angeles, CA 90045</u>
ORIGINAL CONTRACTED AMOUNT OF LAWA PAYMENTS DURING D&C PERIOD:			<u>\$1,031,269,916.02</u>

8. This Change Order supersedes any and all prior commitments, negotiations, correspondence, conversations, agreements or understandings applicable to the issues addressed in this Change Order.

9. Developer has deposited all documentary information used by Developer in connection with pricing this Change Order into the Cost and Pricing Data escrow and delivered to LAWA written certifications related to this deposit, all as required by DBFOM Agreement Sections 4.8.2 and 4.8.4.

10. This Change Order shall be binding upon and inure to the benefit of LAWA and Developer.

11. This Change Order shall not alter or change in any way the force and effect of the DBFOM Agreement, including any previous amendments to the DBFOM Agreement, except insofar as the DBFOM Agreement is altered and amended by this Change Order.

12. This Change Order shall not be construed in favor of either Party, regardless of who was more responsible for its preparation.

13. No additional bond or other security is required for the Work described in this Change Order, and any additional bond premium costs are included in the amount of the Change Order.

14. This Change Order may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15. This Change Order shall be governed by and construed in accordance with the laws of the State of California, any applicable federal law, the City of Los Angeles Charter, and the ordinances, regulations, codes, and Executive Orders enacted and/or promulgated pursuant thereto. The venue for any litigation arising from a Dispute with respect to this Change Order and all Change Orders prior hereto shall be the Torrance Branch of the Los Angeles County Superior Court.

16. Except as otherwise specified in this Change Order, by signing this Change Order, the Parties acknowledge and agree that the relief granted by this Change Order constitutes full and complete settlement of all claims, matters, issues and disputes of whatever nature occurring through the date of this Change Order which arise from or relate to the Global Roadway Claim, expressly excepting as described in the release and the exclusions thereto as defined herein below. Each Party hereby releases the other, their agents, and assigns, from any claims, liens, allegations of wrongdoing, liabilities, set offs, losses, damages, fees, expenses, defenses, obligations or demands for compensation, or other relief of any type, nature, or description, known or unknown, regardless of whether specifically allowed or not under the DBFOM Agreement arising from or related to the Extra Work associated with the matters described in this Change Order occurring through the date of this Change Order; provided, however, this release is not intended to modify LAWA's rights under the DBFOM Agreement relating to any Claims for (i) latent Defects, (ii) Nonconforming Work, and (iii) LAWA Claims for indemnity. In addition, the Parties have agreed to modify the D&C Noncompliance Points and Deduction regime in Exhibit 4C solely relating to the performance of the Work covered by this Change Order as follows: (1) LAWA hereby waives its rights to assess Noncompliance Points and Deductions as set forth in items 10a through 10k of Table 1; (2) the Parties hereby agree to reduce the Noncompliance Points and Deductions as set forth in item 18 of Table 1 as follows: 0 Noncompliance Points, and the Noncompliance Deductions shall be reduced to an amount equal to 20% of the amount expressly set forth therein; and (3) LAWA hereby waives its rights to assess Noncompliance Points and Deductions as set forth in items 19a, 19b and 19c of Table 1. Furthermore, LAWA shall not assess any other monetary deductions, set offs, or credits, arising out of or in connection with Developer's performance of the Work covered by this Change Order throughout the D&C Period. This release also expressly excludes the following for which Developer and LAWA reserve all rights:

*** This Change Order Continues on the Following Page ***



LOS ANGELES WORLD AIRPORTS

8090 Westchester Parkway, Los Angeles, CA 90045

CHANGE ORDER NO. TBD

PROJECT: APM ADDRESS: 5901 W. Century Blvd
 CONTRACT NO.: DA-5277 Suite 200
 DEVELOPER: LAX Integrated Express Solutions, LLC Los Angeles, CA 90045
 ORIGINAL CONTRACTED AMOUNT OF LAWA PAYMENTS DURING D&C PERIOD: \$1,031,269,916.02

- Developer's claimed costs related to Management and Third Party QA/QC, for which Developer has submitted Relief Event Claim No. 130, provided that Developer waives the right to assert entitlement to any amount greater than \$12,400,000.00, inclusive of markup, for all such claimed costs related to the matters set forth in this Change Order.
- Developer's claimed costs related to inefficiency and escalation costs attributable to the overall impact that Relief Events had and continue to have on Developer's performance of the unchanged Work (as of the Effective Date of the DBFOM Agreement) for which Developer has submitted Relief Event Claim No. 132.
- Developer's impacts arising out any Relief Events which may arise during the performance of the Work covered by this Change Order.
- Developer's claimed impacts relating to Developer's Relief Event Claim No. 00197 and LAWA's right to defend against same.

17. LAWA represents (i) that the performance of Work covered by this Change Order will not result in the need for an addendum to the existing Final Environmental Impact Report ("FEIR") applicable to the Project, and (ii) LINXS may rely upon the existing FEIR as governing the Work covered by this Change Order. Provided, however, to the extent the Extra Work requires additional FEIR approval (a LAWA-Provided Approval) by addendum or otherwise, LAWA shall be responsible and liable for same. In addition, some of the Work covered by this Change Order will require amendment of the D&C Limits shown in Technical Provisions Part 5-01 to reflect the revised limits shown in Appendix 2 of LINXS' Change Proposal No. U002 Rev 004 and attached hereto; as such, this Change Order hereby constitutes an amendment of the D&C Limits as necessary to perform the Work covered by this Change Order.

Payment Terms:

LAWA will remit payment for this Change Order in the manner described in Paragraph 1 above within 30 days after receipt of a proper invoice from Developer.

	Revision Subtotal:	\$69,500,000.00
Net Addition due to the Change Order:		\$69,500,000.00
Revised contracted amount of LAWA payments during D&C Period:		\$X,XXX,XXX,XXX.XX

Revised Early Planned PSA (including this Change Order): No Change

Exhibits and Attachments referenced herein:

- Change Proposal No. U002 Rev 004 – LAWA Prolog # [ENTER]
- Appendix 2 of LINXS' Change Proposal No. U002 Rev 004 – D&C Limits Adjustments

*** This Change Order Continues on the Following Page ***



LOS ANGELES WORLD AIRPORTS

8090 Westchester Parkway, Los Angeles, CA 90045

CHANGE ORDER NO. TBD

PROJECT: APM ADDRESS: 5901 W. Century Blvd
 CONTRACT NO.: DA-5277 Suite 200
 DEVELOPER: LAX Integrated Express Solutions, LLC Los Angeles, CA 90045
 ORIGINAL CONTRACTED AMOUNT OF LAWA PAYMENTS DURING D&C PERIOD: \$1,031,269,916.02

Approval Signatures: LAX Integrated Express Solutions, LLC

By: _____

Title: _____
(Authorized Representative)

Date: _____

LAWA

Date: _____

Date: _____

By: _____
Mark Hawley
Project Manager

By: _____
Jake Adams
Deputy Executive Director

Date: _____

*By: _____
Justin Erbacci
Chief Executive Office (CEO)

* Signature required if the revision amount is above the Board authorized amount.