



REPORT TO THE

BOARD OF AIRPORT COMMISSIONERS

Samantha Bricker (Mar 10, 2022 09:30 PST)

Reviewed by: Samantha Bricker, Chief Sustainability and Revenue Management Officer

Brian Ostler (Mar 10, 2022 09:52 PST)

Brian C. Ostler, City Attorney

Justin Erbacci (Mar 10, 2022 09:53 PST)

Justin Erbacci, Chief Executive Officer

Meeting Date

3/17/2022

Needs Council Approval: Y

<u>Reviewed for / by</u>	<u>Date</u>	<u>Approval Status</u>	<u>By</u>
Finance	3/2/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS
CEQA	2/25/2022	<input checked="" type="checkbox"/> Y	VW
Procurement	3/8/2022	<input type="checkbox"/> Y <input checked="" type="checkbox"/> Cond	LK
Guest Experience	3/4/2022	<input checked="" type="checkbox"/> Y	TB
Strategic Planning	3/1/2022	<input checked="" type="checkbox"/> Y	KC
City Attorney	3/8/2022	<input checked="" type="checkbox"/> Y	ST

SUBJECT

Request to approve First Amendments to the five Environmental Technical and Expert Consulting Support Services On Call Contracts for Los Angeles World Airports, by extending each contract term for one year until June 14, 2023, and increasing the contract authority for three of the contracts for an additional combined contract authority of \$2,000,000, for an amended combined not-to-exceed total amount for all five contracts of \$17,000,000. The amended contracts are DA-5360 Alta Environmental, L.P. with a requested increase of \$740,000, for a not-to-exceed amount of \$3,490,000; DA-5361 Burns and McDonnell Engineering Company, Inc. with a requested increase of \$680,000, for a not-to-exceed amount of \$4,180,000; DA-5362 CDM Smith, Inc. with no requested increase and a not-to-exceed amount of \$3,500,000; DA-5363 Geosyntec Consultants, Inc. with no requested increase and a not-to-exceed amount of \$2,750,000; and DA-5364 Polytechnique Environmental, Inc. with a requested increase of \$580,000, for a not-to-exceed amount of \$3,080,000.

RECOMMENDATIONS

Management RECOMMENDS that the Board of Airport Commissioners:

- ADOPT the Staff Report.
- DETERMINE that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f. of the Los Angeles City CEQA Guidelines.
- FIND that the work can be performed more economically or feasibly by an independent contractor than by City employees.

4. APPROVE First Amendments to the Environmental Technical and Expert Consulting Support Services On Call Contracts as follows: a) Alta Environmental, L.P.: extend term one year with a requested increase of \$740,000, for a not-to-exceed amount of \$3,490,000; b) Burns and McDonnell Engineering Company, Inc.: extend term one year with a requested increase of \$680,000, for a not-to-exceed amount of \$4,180,000; c) CDM Smith, Inc.: extend term one year with no additional funds, for a not-to-exceed amount of \$3,500,000; d) Geosyntec Consultants, Inc.: extend term one year with no additional funds, for a not-to-exceed amount of \$2,750,000; and e) Polytechnique Environmental, Inc.: extend term one year with a requested increase of \$580,000, for a not-to-exceed amount of \$3,080,000.
5. AUTHORIZE the Chief Executive Officer to execute the First Amendment for the Environmental Technical and Expert Consulting contracts after approval as to form by the City Attorney and approval by the Los Angeles City Council.

DISCUSSION

1. Purpose

Staff requests authorization to amend the Environmental Technical and Expert Consulting Support Services On Call Contracts with Alta Environmental, L.P.; Burns and McDonnell Engineering Company, Inc.; CDM Smith, Inc.; Geosyntec Consultants, Inc.; and Polytechnique Environmental, Inc. to add an additional year to each and to add contract authority with three of the firms, for technical environmental support services at Los Angeles World Airports.

2. Prior Related Actions/History of Board Actions

- **May 2, 2019 – Resolution No. 26753 (DA-5360, DA-5361, DA-5362, DA-5363, DA-5364)**

The Board of Airport Commissioners (Board) approved three-year contracts with the environmental firms Alta Environmental, L.P.; Burns and McDonnell Engineering Company, Inc.; CDM Smith, Inc.; Geosyntec Consultants, Inc.; and Polytechnique Environmental, Inc. to carry out environmental technical and consulting services at Los Angeles World Airports for a combined not-to-exceed amount of \$15,000,000.

3. Background

Los Angeles World Airports (LAWA) Environmental Programs Division (EPD) provides environmental support for various projects at Los Angeles International Airport, (LAX), Van Nuys (VNY), and Palmdale Land Holdings (Palmdale). The EPD works with other LAWA Divisions, airport tenants, other City Departments, various regulatory agencies, and other LAWA stakeholders to ensure LAWA is compliant with all applicable regional, federal, state, and local environmental laws and regulations.

The EPD historically has used on-call technical contracts to supplement LAWA staff to provide technical expertise in areas such as air quality, water quality, hazardous materials and waste, petroleum storage tanks, sustainability initiatives, wildlife, and noise management.

4. Current Action/Rationale

The proposed action requests that a First Amendment be approved for each of the five Environmental Technical and Expert Consulting Services contracts to continue services through June 2023 and to increase the contract authority with three of the five contracts. The one-year extensions and increases in authority for three of the contracts will allow LAWA to complete projects scheduled for 2021 and 2022 which have been delayed because of pandemic impacts on site access and staffing capacity. Each of these five firms has a collection of expertise and subconsultants to address LAWA's environmental needs.

Firms are selected for particular tasks as the need arises based on their proposed approach, cost, and other factors. Both Los Angeles International Airport and Van Nuys Airport have complex environmental and regulatory conditions that require a wide range of services in support of the operations and ongoing development. The firms are evaluated and utilized on a task and project basis upon specific need. This maximizes LAWA's ability to obtain services from the best suited firms and to control costs. These contracts are also available for other LAWA divisions to use, such as The Development Group, for project support in areas such as archeological and paleontological services.

As this is a large bench of specialized environmental consultants that cover all areas of regulatory and environmental compliance and policy, staff is requesting the extension of the current contracts in order to complete on-going projects, continue working with specialized technical consultants, and to allow staff time to prepare another Request for Proposals for Environmental Technical and Expert Consulting Services in the next year.

In order to meet the projected environmental funding forecast for the Fiscal Year 2023 budget, the one-year extension and additional authority allow for progress on important environmental projects. For example, Polytechnique is assisting LAWA in completing a clean-up of a contaminated site. Additional funds will allow the project to continue to meet deadlines, and the estimates of costs are factored into the authority requests. Additional needs will arise where the firms will assist LAWA to address environmental agreements on air quality and related issues. The on-call nature of the contracts gives LAWA the ability to choose firms and negotiate a scope of tasks to address a specific need.

The increase in requested authority will be allocated by contract firm according to the following schedule with summaries of the work to be performed. Where "None" is indicated, the contract is determined to have sufficient remaining authority to carry out the work for the term of the one-year extension. While some firms still have remaining contract authority and can complete the projects they are working on or will start in the next year, three firms need additional contract authority to complete projects that have already been started or will start in the next year. In many cases, these firms already have provided subject matter expertise or guidance to LAWA on particular environmental or regulatory issues and their continued involvement is crucial to closing out or completing these projects.

Remaining Authority as of Jan. 2022	Environmental Work to Be Completed and Performed Under First Amendment	Requested Authority Increase	New Authority
Alta Environmental, L.P.			
\$418,000	Hazardous Materials Program Support Annual Sustainability Reporting Stormwater Pollution Prevention Program Groundwater Contamination Investigations Water Quality Services	\$740,000	\$3,490,000
Burns and McDonnell Engineering Company, Inc.			
\$1,088,800	Noise Web Portal Support Airport Noise GIS Upgrade Sound Insulation Technical Support Petroleum Storage Tank Management Environmental Building Performance Audits Water Quality Testing Palmdale Water System Management	\$680,000	\$4,180,000
CDM Smith, Inc.			
\$1,378,900	Airport Carbon Accreditation for LAX and VNY Air Quality Analysis Supporting GSE Program and AQMD Requirements Stormwater Low Impact Standards Agricultural Monitoring for Palmdale Environmental Support for The Development Group		\$3,500,000
Geosyntec Consultants, Inc.			
\$1,708,000	Monthly Noise Reporting In-Flight Programs Reporting Automation Enhanced Website Noise Content/Maps LAX Fly Quieter Program Reporting LAX Preferential Runway Use Report Update Alternative Fuel Vehicle Reporting GSE Incentive Program PFAS Investigative Order Support	None	\$2,750,000
Polytechnique Environmental, Inc.			
\$222,700	Residential Sound Insulation Program Support El Segundo Blue Butterfly Management Building Performance Benchmarking Annual Gnatcatcher Surveys US Fish and Wildlife Program Support Third Party Verification for Airport Carbon Accreditation Air Quality Title V Permit Compliance Support Greenhouse Gas Reporting Verification Drinking Water Safety Plan Revision	\$580,000	\$3,080,000
\$4,816,400		\$2,000,000	\$17,000,000

How This Action Advances a Specific Strategic Plan Goal and Objective

This action advances this strategic goal and objective: *Sustain a Strong Business: Operate sustainability – balancing economic, social and environmental responsibilities.* Amending these contracts will enable EPD to continue to perform environmental tasks that ensure LAWA is compliant with applicable environmental regulations, and to enhance airport sustainability programs such as air quality improvements, sound insulation programs, and energy efficiency goals.

5. Fiscal Impact

Costs incurred under these amendments, for an additional \$2 million, in combined contract authority will be recovered through landing fees, terminal rates and charges, and non-aeronautical revenues.

6. Alternatives Considered

• **Take No Action**

Taking no action would prevent EPD from performing environmental tasks required to ensure LAWA is compliant with applicable environmental regulations and would inhibit the enhancement of airport sustainability programs. The City does not have the staff resources or expertise to perform the numerous environmental technical and expert services required by LAWA.

APPROPRIATIONS

Funds for these contracts are currently available in the FY2021-22 Los Angeles World Airports Operating Budget LAX Cost Center 1140003 – Environmental Programs Group, Commitment Item 520 – Contractual Services. Funding for subsequent years will be requested as part of the annual budget process.

STANDARD PROVISIONS

1. This item, as a continuing administrative, maintenance and personnel-related activity, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f. of the Los Angeles City CEQA Guidelines.
2. The proposed document(s) is/are subject to approval as to form by the City Attorney.
3. 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.
4. Alta Environmental, L.P., Burns & McDonnell Engineering Company, Inc., CDM Smith Inc., Geosyntec Consultants, Inc., and Polytechnique Environmental, Inc. will comply with the Service Contractor Worker Retention and/or Living Wage Ordinance.
5. Procurement Services reviewed this action (File No. 8772) and established a 15% Small Business Enterprise, 3% Local Business Enterprise, 2% Local Small Business Enterprise, and 2% Disabled Veterans Business Enterprise goal for this project. The firms have committed and achieved the following participation levels.

	SBE		LBE		LSBE		DVBE	
	Commit	Achieve	Commit	Achieve	Commit	Achieve	Commit	Achieve
Alta Environmental	100%	11.32%	100%	4.51%	100%	4.51%	2%	0%
Burns & McDonnell	15%	15.8%	3%	0%	2%	0%	2%	0%
CDM Smith	15%	28.13%	3%	0.18%	2%	0.18%	2%	0%
Geosyntec	15%	49.04%	3%	8.74%	2%	7.11%	2%	1%
Polytechnic	15%	36.04%	3%	12.93%	2%	11.17%	2%	0%

6. Alta Environmental, L.P., Burns & McDonnell Engineering Company, Inc., CDM Smith Inc., Geosyntec Consultants, Inc., and Polytechnique Environmental, Inc. are required by contract to comply with the provisions of the Affirmative Action Program.
7. Alta Environmental, L.P. has been assigned Business Tax Registration Certificate number 0002573549-0001-8. Burns & McDonnell Engineering Company, Inc., has been assigned Business Tax Registration Certificate number 0000961603-0001-2. CDM Smith Inc., has been assigned Business Tax Registration Certificate number 0002928287-0001-5. Geosyntec Consultants, Inc. has been assigned Business Tax Registration Certificate number 0000882142-0001-0. Polytechnique Environmental, Inc. has been assigned Business Tax Registration Certificate number 0002922844-0001-2.
8. Alta Environmental, LP., Burns & McDonnell Engineering Company, Inc., CDM Smith Inc., Geosyntec Consultants, Inc., and Polytechnique Environmental, Inc. are required by contract to comply with the provisions of the Child Support Obligations Ordinance.
9. Alta Environmental, LP., Burns & McDonnell Engineering Company, Inc., CDM Smith Inc., Geosyntec Consultants, Inc., and Polytechnique Environmental, Inc. have approved insurance documents, in the terms and amounts required, on file with Los Angeles World Airports.
10. Pursuant to Charter Section 1022, it has been determined that the work specified in this contract can be performed more feasibly or economically by an Independent Contractor than by City employees.
11. Alta Environmental, LP., Burns & McDonnell Engineering Company, Inc., CDM Smith Inc., Geosyntec Consultants, Inc., and Polytechnique Environmental, Inc. have submitted the Contractor Responsibility Program, Questionnaire and Pledge of Compliance, and will comply with the provisions of the Contractor Responsibility Program.
12. Alta Environmental, L.P., Burns & McDonnell Engineering Company, Inc., CDM Smith Inc., Geosyntec Consultants, Inc., and Polytechnique Environmental, Inc. must be determined by Public Works, Office of Contract Compliance to be in full compliance with the provisions of the Equal Benefits Ordinance, prior to Contract Amendment.
13. Alta Environmental, L.P., Burns & McDonnell Engineering Company, Inc., CDM Smith Inc., Geosyntec Consultants, Inc., and Polytechnique Environmental, Inc. are required by contract to comply with the provisions of the First Source Hiring Program for all non-trade Airport jobs.
14. Alta Environmental, LP., Burns & McDonnell Engineering Company, Inc., CDM Smith Inc., Geosyntec Consultants, Inc., and Polytechnique Environmental, Inc. have submitted the Bidder Contributions CEC Form 55 and will comply with its provisions.
15. Alta Environmental, LP., Burns & McDonnell Engineering Company, Inc., CDM Smith Inc., Geosyntec Consultants, Inc., and Polytechnique Environmental, Inc. have submitted the MLO Bidder Contributions CEC Form 50 and will comply with its provisions.
16. Alta Environmental, LP., Burns & McDonnell Engineering Company, Inc., CDM Smith Inc., Geosyntec Consultants, Inc., and Polytechnique Environmental, Inc. will comply with the provisions of the Iran Contracting Act.

**FIRST AMENDMENT TO CONTRACT NUMBER DA-5360
BETWEEN THE CITY OF LOS ANGELES AND
ALTA ENVIRONMENTAL, L.P.
FOR ENVIRONMENTAL TECHNICAL AND EXPERT CONSULTING
SERVICES AT LOS ANGELES INTERNATIONAL AIRPORT, VAN NUYS
AIRPORT AND PALMDALE**

This **FIRST AMENDMENT** to **CONTRACT NUMBER DA-5360** (“Amendment”) is made and entered into as of this _____ day of _____, 2022 by and between the **CITY OF LOS ANGELES**, a municipal corporation, acting by order of and through the Board of Airport Commissioners (hereinafter referred to as “City”) and **ALTA ENVIRONMENTAL, L.P.** (hereinafter also referred to as “Consultant”),

RECITALS

WHEREAS, City and Consultant entered into the Los Angeles World Airports Contract Number DA-5360 (“Contract”) for environmental technical and expert consulting services at Los Angeles International Airport (LAX), Van Nuys Airport and Palmdale; and

WHEREAS, the original term of the contract was for a period of three years which would expire on June 14, 2022; and

WHEREAS, the Parties both agree to extend the term from June 15, 2022 to June 14, 2023;

WHEREAS, the original total not to exceed contract amount was Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000);

WHEREAS, the Parties both agree to increase the total not to exceed contract amount to Three Million Four Hundred Ninety Thousand Dollars (\$3,490,000.);

NOW, THEREFORE, in consideration of the promises and of the terms and Covenants, and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Contract is **HEREBY AMENDED AS FOLLOWS**:

AMENDMENT

- 1. Section 3.0** of the Contract is hereby deleted in its entirety and replaced with the following:

“The term of this Contract shall be for a period of four years commencing on June 15, 2019 and terminating on June 14, 2023, subject, however, to earlier termination pursuant to the terms of this Contract. LAWA may terminate this Contract without cause and without liability for damages, upon giving the Contractor thirty (30) day advance written notice or as otherwise provided herein.”

2. **Section 4.2** of the Contract is hereby deleted in its entirety and replaced with the following:

“Regardless of any other provision of this Contract, it is understood and agreed that the total sum to be paid by City to Consultant for all of Consultant’s Services as described in Section 6.0 hereof, and as further described/defined in Exhibit A hereto shall not exceed the total amount of Three Million Four Hundred Ninety Thousand dollars. (\$3,490,000.)

It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this First 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 Contract No. DA-5360, and except as expressly amended herein, all terms, covenants, and conditions of Contract No. DA-5360, shall remain in full force and effect.

IN WITNESS WHEREOF, City has caused this First Amendment to be executed by its Chief Executive Officer and Consultant 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:
MICHAEL N. FEUER, City Attorney

CITY OF LOS ANGELES

Date: _____

By _____
Justin Erbacci
Chief Executive Officer, LAWA
Department of Airports

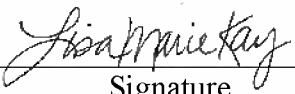
By: _____
Deputy City Attorney

By _____
Tatiana Starostina
Chief Financial Officer, LAWA
Department of Airports

ATTEST:

ALTA ENVIRONMENTAL, L.P.

By 
Signature (Secretary)

By 
Signature

David R. Schack
Print Name

Lisa M. Kay
Print Name

Vice President
Title

President & COO
Title

**FIRST AMENDMENT TO CONTRACT NUMBER DA-5361
BETWEEN THE CITY OF LOS ANGELES AND
BURNS AND MCDONNELL ENGINEERING COMPANY, INC.
FOR ENVIRONMENTAL TECHNICAL AND EXPERT CONSULTING SERVICES
AT LOS ANGELES INTERNATIONAL AIRPORT, VAN NUYS AIRPORT AND
PALMDALE**

This **FIRST AMENDMENT** to **CONTRACT NUMBER DA-5361** (“Amendment”) is made and entered into as of this _____ day of _____, 2022 by and between the **CITY OF LOS ANGELES**, a municipal corporation, acting by order of and through the Board of Airport Commissioners (hereinafter referred to as “City”) and **BURNS AND MCDONNELL ENGINEERING COMPANY, INC.** (hereinafter also referred to as “Consultant”),

RECITALS

WHEREAS, City and Consultant entered into the Los Angeles World Airports Contract Number DA-5361 (“Contract”) for environmental technical and expert consulting services at Los Angeles International Airport (LAX), Van Nuys Airport and Palmdale; and

WHEREAS, the original term of the contract was for a period of three years which would expire on June 14, 2022; and

WHEREAS, the Parties both agree to extend the term from June 15, 2022 to June 14, 2023;

WHEREAS, the original total not to exceed contract amount was Three Million Five Hundred Thousand Dollars (\$3,500,000);

WHEREAS, the Parties both agree to increase the total not to exceed contract amount to Four Million One Hundred Eighty Thousand Dollars (\$4,180,000.);

NOW, THEREFORE, in consideration of the promises and of the terms and Covenants, and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Contract is **HEREBY AMENDED AS FOLLOWS**:

AMENDMENT

- 1. Section 3.0** of the Contract is hereby deleted in its entirety and replaced with the following:

“The term of this Contract shall be for a period of four years commencing on June 15, 2019 and terminating on June 14, 2023, subject, however, to earlier termination pursuant to the terms of this Contract. LAWA may terminate this Contract without cause

and without liability for damages, upon giving the Contractor thirty (30) day advance written notice or as otherwise provided herein.”

2. **Section 4.2** of the Contract is hereby deleted in its entirety and replaced with the following:

“Regardless of any other provision of this Contract, it is understood and agreed that the total sum to be paid by City to Consultant for all of Consultant’s Services as described in Section 6.0 hereof, and as further described/defined in Exhibit A hereto shall not exceed the total amount of Four Million One Hundred Eighty Thousand dollars. (\$4,180,000.)

It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this First 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 Contract No. DA-5361, and except as expressly amended herein, all terms, covenants, and conditions of Contract No. DA-5361, shall remain in full force and effect.

IN WITNESS WHEREOF, City has caused this First Amendment to be executed by its Chief Executive Officer and Consultant 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:
MICHAEL N. FEUER, City Attorney

CITY OF LOS ANGELES

Date: _____

By _____

Justin Erbacci
Chief Executive Officer, LAWA
Department of Airports

By: _____
Deputy City Attorney

By _____

Tatiana Starostina
Chief Financial Officer, LAWA
Department of Airports

ATTEST:

**BURNS AND MCDONNELL
ENGINEERING COMPANY, INC.**

By _____
Signature (Secretary)

By  _____
Signature

Print Name

Renita M. Mollman

Print Name

Chief Administrative Officer
Title

**FIRST AMENDMENT TO CONTRACT NUMBER DA-5362
BETWEEN THE CITY OF LOS ANGELES AND
CDM SMITH INC.
FOR ENVIRONMENTAL TECHNICAL AND EXPERT CONSULTING SERVICES
AT LOS ANGELES INTERNATIONAL AIRPORT, VAN NUYS AIRPORT AND
PALMDALE**

This **FIRST AMENDMENT** to **CONTRACT NUMBER DA-5362** (“Amendment”) is made and entered into as of this _____ day of _____, 2022 by and between the **CITY OF LOS ANGELES**, a municipal corporation, acting by order of and through the Board of Airport Commissioners (hereinafter referred to as “City”) and **CDM SMITH INC.** (hereinafter also referred to as “Consultant”),

RECITALS

WHEREAS, City and Consultant entered into the Los Angeles World Airports Contract Number DA-5362 (“Contract”) for environmental technical and expert consulting services at Los Angeles International Airport (LAX), Van Nuys Airport and Palmdale; and

WHEREAS, the original term of the contract was for a period of three years which would expire on June 14, 2022; and

WHEREAS, the Parties both agree to extend the term from June 15, 2022 to June 14, 2023;

NOW, THEREFORE, in consideration of the promises and of the terms and Covenants, and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Contract is **HEREBY AMENDED AS FOLLOWS**:

AMENDMENT

1. **Section 3.0** of the Contract is hereby deleted in its entirety and replaced with the following:

“The term of this Contract shall be for a period of four years commencing on June 15, 2019 and terminating on June 14, 2023, subject, however, to earlier termination pursuant to the terms of this Contract. LAWA may terminate this Contract without cause and without liability for damages, upon giving the Contractor thirty (30) day advance written notice or as otherwise provided herein.”

It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this First 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 Contract No. DA-5362, and except as expressly amended herein, all terms, covenants, and conditions of Contract No. DA-5362, shall remain in full force and effect.

IN WITNESS WHEREOF, City has caused this First Amendment to be executed by its Chief Executive Officer and Consultant 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:
MICHAEL N. FEUER, City Attorney

CITY OF LOS ANGELES

Date: _____

By _____

Justin Erbacci
Chief Executive Officer, LAWA
Department of Airports

By: _____
Deputy City Attorney

By _____

Tatiana Starostina
Chief Financial Officer, LAWA
Department of Airports

ATTEST:

CDM SMITH INC.

By _____
Signature (Secretary)

By  _____
Signature

Print Name

David Jensen _____
Print Name

Senior Vice President _____
Title

**FIRST AMENDMENT TO CONTRACT NUMBER DA-5363
BETWEEN THE CITY OF LOS ANGELES AND
GEOSYNTEC CONSULTANTS, INC.
FOR ENVIRONMENTAL TECHNICAL AND EXPERT CONSULTING SERVICES
AT LOS ANGELES INTERNATIONAL AIRPORT, VAN NUYS AIRPORT AND
PALMDALE**

This **FIRST AMENDMENT** to **CONTRACT NUMBER DA-5363** (“Amendment”) is made and entered into as of this _____ day of _____, 2022 by and between the **CITY OF LOS ANGELES**, a municipal corporation, acting by order of and through the Board of Airport Commissioners (hereinafter referred to as “City”) and **GEOSYNTEC CONSULTANTS, INC.** (hereinafter also referred to as “Consultant”),

RECITALS

WHEREAS, City and Consultant entered into the Los Angeles World Airports Contract Number DA-5363 (“Contract”) for environmental technical and expert consulting services at Los Angeles International Airport (LAX), Van Nuys Airport and Palmdale; and

WHEREAS, the original term of the contract was for a period of three years which would expire on June 14, 2022; and

WHEREAS, the Parties both agree to extend the term from June 15, 2022 to June 14, 2023;

NOW, THEREFORE, in consideration of the promises and of the terms and Covenants, and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Contract is **HEREBY AMENDED AS FOLLOWS**:

AMENDMENT

1. **Section 3.0** of the Contract is hereby deleted in its entirety and replaced with the following:

“The term of this Contract shall be for a period of four years commencing on June 15, 2019 and terminating on June 14, 2023, subject, however, to earlier termination pursuant to the terms of this Contract. LAWA may terminate this Contract without cause and without liability for damages, upon giving the Contractor thirty (30) day advance written notice or as otherwise provided herein.”

It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this First 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 Contract No. DA-5363, and except as expressly amended herein, all terms, covenants, and conditions of Contract No. DA-5363, shall remain in full force and effect.

IN WITNESS WHEREOF, City has caused this First Amendment to be executed by its Chief Executive Officer and Consultant 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:
MICHAEL N. FEUER, City Attorney

CITY OF LOS ANGELES

Date: _____

By _____

Justin Erbacci
Chief Executive Officer, LAWA
Department of Airports

By: _____
Deputy City Attorney

By _____

Tatiana Starostina
Chief Financial Officer, LAWA
Department of Airports

ATTEST:

**GEOSYNTEC CONSULTANTS,
INC.**

By _____
Signature (Secretary)

By  _____
Signature

Print Name

Ken Susilo, PE, D. WRE
Print Name

Vice President
Title

**FIRST AMENDMENT TO CONTRACT NUMBER DA-5364
BETWEEN THE CITY OF LOS ANGELES AND
POLYTECHNIQUE ENVIRONMENTAL, INC.
FOR ENVIRONMENTAL TECHNICAL AND EXPERT CONSULTING
SERVICES AT LOS ANGELES INTERNATIONAL AIRPORT, VAN NUYS
AIRPORT AND PALMDALE**

This **FIRST AMENDMENT** to **CONTRACT NUMBER DA-5364** (“Amendment”) is made and entered into as of this _____ day of _____, 2022 by and between the **CITY OF LOS ANGELES**, a municipal corporation, acting by order of and through the Board of Airport Commissioners (hereinafter referred to as “City”) and **POLYTECHNIQUE ENVIRONMENTAL, INC.** (hereinafter also referred to as “Consultant”),

RECITALS

WHEREAS, City and Consultant entered into the Los Angeles World Airports Contract Number DA-5364 (“Contract”) for environmental technical and expert consulting services at Los Angeles International Airport (LAX), Van Nuys Airport and Palmdale; and

WHEREAS, the original term of the contract was for a period of three years which would expire on June 14, 2022; and

WHEREAS, the Parties both agree to extend the term from June 15, 2022 to June 14, 2023;

WHEREAS, the original total not to exceed contract amount was Two Million Five Hundred Thousand Dollars (\$2,500,000);

WHEREAS, the Parties both agree to increase the total not to exceed contract amount to Three Million Eighty Thousand Dollars (\$3,080,000.);

NOW, THEREFORE, in consideration of the promises and of the terms and Covenants, and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Contract is HEREBY AMENDED AS FOLLOWS:

AMENDMENT

1. **Section 3.0** of the Contract is hereby deleted in its entirety and replaced with the following:

“The term of this Contract shall be for a period of four years commencing on June 15, 2019 and terminating on June 14, 2023, subject, however, to earlier termination pursuant to the terms of this Contract. LAWA may terminate this Contract without cause

and without liability for damages, upon giving the Contractor thirty (30) day advance written notice or as otherwise provided herein.”

2. **Section 4.2** of the Contract is hereby deleted in its entirety and replaced with the following:

“Regardless of any other provision of this Contract, it is understood and agreed that the total sum to be paid by City to Consultant for all of Consultant’s Services as described in Section 6.0 hereof, and as further described/defined in Exhibit A hereto shall not exceed the total amount of Three Million Eighty Thousand dollars. (\$3,080,000.)

It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this First 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 Contract No. DA-5364, and except as expressly amended herein, all terms, covenants, and conditions of Contract No. DA-5364, shall remain in full force and effect.

IN WITNESS WHEREOF, City has caused this First Amendment to be executed by its Chief Executive Officer and Consultant 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:
MICHAEL N. FEUER, City Attorney

CITY OF LOS ANGELES

Date: _____

By _____

Justin Erbacci
Chief Executive Officer, LAWA
Department of Airports

By: _____
Deputy City Attorney

By _____

Tatiana Starostina
Chief Financial Officer, LAWA
Department of Airports

ATTEST:

**POLYTECHNIQUE
ENVIRONMENTAL, INC.**

By 
Signature (Secretary)

By 
Signature

Jooni R. Sood
Print Name

Jooni R. Sood
Print Name

PRESIDENT

Title