



9

Report to the BOARD OF AIRPORT COMMISSIONERS

Approver: Teresa Mestas
Teresa Mestas (Oct 13, 2022 20:22 PDT)
Terri Mestas, Chief Development Officer

Meeting Date
10/20/2022

Reviewer: Brian C. Ostler
Brian C. Ostler, City Attorney PT

Needs Council Approval: Y

Justin Erbacci
Justin Erbacci (Oct 13, 2022 21:32 PDT)
Justin Erbacci, Chief Executive Officer

Reviewed for/by	Date	Approval Status	By
Finance	10/12/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS
CEQA	10/6/2022	<input checked="" type="checkbox"/> Y	VW
Procurement	10/6/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> Cond	GG
Guest Experience	10/6/2022	<input checked="" type="checkbox"/> Y	TB
Strategic Planning	10/11/2022	<input checked="" type="checkbox"/> Y	BNZ

SUBJECT

Request to approve Second Amendments to Contracts DA-5127 with Quest Project Controls, Inc. dba Construction Management Solutions; DA-5130 with Berg & Associates; DA-5133 with Jacobs Project Management Co.; DA-5136 with Simpson & Simpson Management Consulting; and DA-5137 with Vanir | ASL, to increase the contract authorities.

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.
- APPROVE the Second Amendment to Contract DA-5127 with Quest Project Controls, Inc. dba Construction Management Solutions, to increase the contract authority by \$2,000,000, for Project Controls services.
- FURTHER APPROVE the Second Amendment to Contract DA-5130 with Berg & Associates, to increase the contract authority by \$1,800,000, for Project Management and Construction Management Services.

6. FURTHER APPROVE the Second Amendment to Contract DA-5133 with Jacobs Project Management Co., to increase the contract authority by \$23,000,000, for Project Management and Construction Management Services.
7. FURTHER APPROVE the Second Amendment to Contract DA-5136 with Simpson & Simpson Management Consulting, to increase the contract authority by \$600,000, for Project Management and Construction Management Services.
8. FURTHER APPROVE the Second Amendment to Contract DA-5137 with Vanir | ASL, to increase the contract authority by \$9,500,000, for Project Management and Construction Management Services.
9. FURTHER AUTHORIZE the Chief Financial Officer, or designee, to reallocate the appropriation to Capital Improvement Program-approved project and program-specific WBS numbers based on actual expenditures and in accordance with the governance process.
10. FURTHER AUTHORIZE the Chief Executive Officer, or designee, to execute the Second Amendments to Contracts DA-5127, DA-5130, DA-5133, DA-5136, and DA-5137, upon approval as to form by the City Attorney, and approval by the Los Angeles City Council.

DISCUSSION

1. Purpose

To amend one contract for Project Controls (PC) services and four contracts for Project Management and Construction Management (PM/CM) services supporting the Capital Improvement Program (CIP) and enterprise-level initiatives at Los Angeles World Airports (LAWA). These consultant services are for specific scopes of work, managed through task orders, providing distinct skillsets necessary to help LAWA staff deliver CIP projects and perform other tasks supporting the continued development and guest experience improvements at Los Angeles International Airport (LAX) and Van Nuys Airport (VNY).

The proposed amendments, totaling \$36,900,000, will provide contract capacity to continue services through December 2023, the end of the seven-year contract term. Staff plans to advertise a new procurement in the first quarter of 2023 for successor PC and PM/CM contracts to support future capital improvements.

2. Prior Related Actions/History of Board Actions

- **September 21, 2016 – Resolution No. 26072 (DA-5127, DA-5128, and DA-5129)**
The Board of Airport Commissioners (Board) approved three seven-year contracts for a combined total of \$100 million to Quest Project Controls, Inc. dba Construction Management Solutions; Integrated Project Controls Team (IPCT); and Hill International Inc. – APSI Construction Management (Hill/APSI), a Joint Venture; in the not-to-exceed amounts of \$15 million, \$42.5 million, and \$42.5 million, respectively, to provide PC support services to help deliver LAWA's CIP. The Board appropriated funds for these contracts based on a two-year forecast of services, for a combined total of \$40 million.

- September 21, 2016 – Resolution No. 26073 (DA-5130, DA-5131, DA-5132, DA-5133, DA-5134, DA-5135, DA-5136, and DA-5137)**
 The Board approved six seven-year contracts to Berg & Associates, Inc.; CMTS, LLC; Jacobs Project Management Co.; Parsons Transportation Group Inc.; Simpson & Simpson Management Consulting Inc.; and Vanir | ASL, LLC in the not-to-exceed amounts of \$10 million, \$4 million, \$70 million, \$35 million, \$10 million, and \$30 million, respectively, to provide PM/CM services to help deliver LAWA's CIP. The Board approved two seven-year contracts with Lea+Elliott, Inc. and Jacobsen | Daniels Associates, LLC in the not-to-exceed amounts of \$14 million and \$12 million, respectively, to provide Program Management Advisory Services (PMAS). The total combined value of these contracts is \$185 million with an estimated \$39 million primarily devoted to the Laneside Access Modernization Program (LAMP). The Board appropriated funds for these contracts based on a two-year forecast of services, for a combined total of \$113 million.
- April 5, 2018 – Resolution No. 26460 (DA-5131, DA-5132, DA-5134, and DA-5135)**
 The Board approved First Amendments to Lea+Elliott, Inc.; Jacobsen | Daniels Associates, LLC; CMTS, LLC; and Parsons Transportation Group Inc. to increase contract amounts in the not-to-exceed amounts of \$39 million, \$28 million, \$8 million, and \$193 million, respectively, to provide PMAS and PM/CM services and appropriated funds in the amount of \$41 million for PMAS and \$162 million for PM/CM to continue services through December 2020, predominantly for LAMP.
- September 6, 2018 – Resolution No. 26596 (DA-5127, DA-5128, DA-5129, DA-5130, DA-5133, DA-5136, and DA-5137)**
 The Board approved the appropriation of funds not to exceed \$33,723,000 for PM/CM support services and \$9,812,000 for PC support services.
- July 18, 2019 – Resolution No. 26815 (DA-5127, DA-5128, DA-5129, DA-5130, DA-5133, DA-5136, and DA-5137)**
 The Board approved and appropriated funds in the not-to-exceed amount of \$38,277,000 for PM/CM support services and \$50,188,000 for PC support services.
- August 20, 2020 – Resolution No. 27091 (DA-5127, DA-5128, DA-5130, DA-5133, DA-5136, and DA-5137)**
 The Board approved First Amendments to PC Services Contracts to increase the contract amounts to \$16.5 million for DA-5127 with Construction Management Solutions and \$54 million for DA-5128 with IPCT and appropriated funds in the combined not-to-exceed amount of \$13 million for these services.

The Board also approved First Amendments for PM/CM Services Contracts to increase the contract amounts to \$12 million for DA-5130 with Berg & Associates, \$99 million for DA-5133 with Jacobs Project Management Co., \$12 million for DA-5136 with Simpson & Simpson Management Consulting, and \$46 million for DA-5137 with Vanir | ASL, and appropriated funds in the combined not-to-exceed amount of \$49 million for these services.
- October 21, 2021 – Resolution No. 27361 (DA-5132)**
 The Board approved a Second Amendment with Lea+Elliott, Inc. to increase the contract amount to \$51,710,000 to continue PMAS services through the January 2024 contract term, and appropriated funds in the not-to-exceed amount of \$12,710,000.

- **February 3, 2022 – Resolution No. 27424 (DA-5128)**
The Board approved a Second Amendment with Integrated Project Controls Team to increase the contract authority to \$67,800,000 to continue project control services through the December 2023 contract term, and appropriated funds in the not-to-exceed amount of \$13,800,000.
- **July 7, 2022 – Resolution No. 27531 (DA-5131)**
The Board approved a Second Amendment with CTMS, LLC to increase the contract amount to \$11,850,000 to continue PM/CM services through the January 2024 contract term, and appropriated funds in the not-to-exceed amount of \$3,850,000.

3. Background

As described in the Prior Actions, the Board, followed by the Los Angeles City Council, approved three project controls and six project management and construction management services contracts in 2016 to help deliver LAWA's multi-billion-dollar CIP and support other key LAWA initiatives. To promote broader inclusivity, the competitive selection process included contract awards to small, medium, and large qualified firms. At the time of the awards, LAWA established the process to intermittently return to the Board to add contract capacity and appropriate additional funds based on needs for active projects and specific LAWA initiatives within a given time frame.

The proposed action requests Second Amendments to one PC and four PM/CM services contracts to fund services through the seven-year contract terms ending in December 2023. Staff plans to advertise a new procurement in the first quarter of 2023 for successor contracts to support future capital improvements.

As LAWA continues its multi-billion-dollar CIP, the need remains to engage consulting professionals to provide specialized expertise, managed through negotiated task orders. Utilizing consultant resources creates a flexible workforce allowing LAWA to quickly adapt and deliver projects as they move through the planning, design, construction, and closeout phases. Over 40 professional disciplines are necessary to deliver such a diverse program, and, in most cases, the City of Los Angeles does not have similar job classifications or sufficient in-house resources to support the magnitude and complexity of the CIP.

Based upon a thorough review of active CIP projects and upcoming initiatives, staff requests Board approval of Second Amendments in the amount of \$36,900,000 for these on-call services contracts. The breakdown of services is estimated, but not limited, to include the following efforts:

Landside Access Modernization Program – est. \$10,700,000

Automated People Mover
Consolidated Rental Car Facility
Domestic Pipe Replacement
Security Badge Office Relocation
Roadways, Utilities, and Enabling Work

Terminal Development Improvement Program – est. \$9,000,000

Terminal 4 Baggage Handling System
Terminal 2/3 Modernization
Terminal 4/5 Modernization

Terminal Cores Project
Midfield Satellite Concourse South

Airport Development Program – est. \$4,200,000

Recycled Water Extension
Terminals 1, 5, 6, and 7 Mobile Generators
Taxiway D Extension
North Exit Taxiways

Other LAWA Initiatives – est. \$13,000,000

Cargo Redevelopment
Claims Mitigation
Risk Management
Training and Contract Standardization
Other Direct Costs (printing, vehicles, mileage, etc.)
As-Needed Subject Matter Expertise

Costs will continue to be managed through the issuance of task orders based on specific scopes of work and associated fees. Labor and other direct costs will be allocated to the respective CIP projects.

4. Current Action/Rationale

To ensure continuity of as-needed specialty services to help deliver LAWA's CIP, staff is requesting five contract amendments in the total amount of \$36,900,000.

Staff requests that the Board approve the Second Amendment for one PC Services contract as follows:

- DA-5127 with Quest Project Controls, Inc. dba Construction Management Solutions, a small qualified firm, to increase the contract authority by \$2,000,000 for a total contract amount of \$18,500,000. Under this contract, Quest is a Disadvantaged, Small, and Women-Owned Business Enterprise.

Staff further requests that the Board approve Second Amendments for four PM/CM Services contracts as follows:

- DA-5130 with Berg & Associates, a small qualified firm, to increase the contract authority by \$1,800,000 for a total contract amount of \$13,800,000. Under this contract, Berg is certified as a Disadvantaged, Small, and Women-Owned Business Enterprise.
- DA-5133 with Jacobs Project Management Co., a large qualified firm, to increase the contract authority by \$23,000,000 for a total contract amount of \$122,000,000.
- DA-5136 with Simpson & Simpson Management Consulting, a small qualified firm, to increase the contract authority by \$600,000 for a total contract amount of \$12,600,000. Under this contract, Simpson & Simpson has been certified as a Local and Small Business Enterprise.
- DA-5137 with Vanir | ASL, a medium qualified firm, to increase the contract authority by \$9,500,000, for a total amount of \$55,500,000. Under this contract, Vanir | ASL is a certified Minority- and Women-Owned Business Enterprise.

Based on current expenditure rates and projections, the remaining contracts with Hill International, Inc – APSI Construction Management (DA-5129); IPCT (DA-5128); CMTS, LLC (DA-5131); Lea+Elliott, Inc. (DA-5132); Jacobsen | Daniels Associates, LLC (DA-5134); and Parsons Transportation Group (DA-5135) have sufficient contract capacity at this time. Staff may return to the Board should additional contract amendments and appropriations be needed.

How This Action Advances a Specific Strategic Plan Goal and Objective

This action advances this strategic goal and objective: *Deliver Facilities & Guest Experiences that are Exceptional: Develop, maintain and operate first class facilities.* This action amends the contract authority and increases the initial appropriation in order to complete vital improvements to LAWA's infrastructure and physical assets at LAX and VNY. The expertise and services provided will ensure that the CIP will improve the passenger experience, increase operational efficiency, reduce traffic congestion, and provide other benefits to our surrounding communities.

5. Fiscal Impact

Costs associated with this requested Board action are included in LAWA 2018 and 2022 Capital Improvement Plans, either directly associated with individual projects or program-wide services used to support the delivery of the entire program.

These contracts may also support LAWA's Executive Management and other non-capital initiatives, such as Guest Experience and Innovation Hangar, on an as-needed basis, to streamline processes and gain operational efficiencies. The budget amounts for these items are included in LAWA's FY23 operating budget and will be requested for subsequent years through the operating budget process. Costs incurred by the CIP or operating budget will be recovered through landing fees, terminal rates and charges, and non-aeronautical revenues.

Costs are managed under these on-call contracts via task orders which undergo a thorough review process with LAWA executives and project managers to identify opportunities for cost savings, while still delivering critical developments and programs. All cost saving measures are continuously monitored to assess any adverse impacts on project delivery and LAWA's business partners.

This action seeks only to increase contract authorities. Appropriations have been provided, or will be requested for specific projects through independent Board actions or as part of LAWA's annual budget.

6. Alternatives Considered

- ***Take No Action***

The Board could defer this item or not appropriate funds to continue these services. However, this would severely impair staff's ability to deliver LAWA's CIP. Los Angeles World Airports does not have sufficient in-house resources to provide the necessary support, and inaction would have an adverse impact on operations, project costs, and construction schedules.

APPROPRIATIONS

No appropriation of funds is required for this action.

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. Construction Management Solutions; Berg & Associates; Jacobs Project Management Co.; Simpson & Simpson Management Consulting; and Vanir | ASL, are required by contract to comply with the provisions of the Living Wage Ordinance.
5. Procurement Services has reviewed this action (File No. 10040789) and established a mandatory 20% Small Business Enterprise for this project.

Name	Committed	Achieved
Construction Management Solutions (DA-5127)	100% SBE	100% SBE
Berg & Associates (DA-5130)	100% SBE	100% SBE
Jacobs Project Management Co. (DA-5133)	30% SBE	41.71% SBE
Simpson & Simpson Management Consulting (DA-5136)	100% SBE	100% SBE
Vanir ASL (DA-5137)	23% SBE	65.28% SBE

6. Construction Management Solutions; Berg & Associates; Jacobs Project Management Co.; Simpson & Simpson Management Consulting; and Vanir | ASL, are required by contract to comply with the provisions of of the Affirmative Action Program.
7. Construction Management Solutions has been assigned Business Tax Registration Certificate (BTRC) No. 0002163643-0001-1; Berg & Associates has been assigned Business Tax Registration Certificate (BTRC) No.0000153185-0001-8; Jacobs Project Management Co. has been assigned Business Tax Registration Certificate (BTRC) No. 0002417708-0001-1; Simpson & Simpson Management Consulting has been assigned Business Tax Registration Certificate (BTRC) No. 0002819612-0001-5; and Vanir | ASL has been assigned Business Tax Registration Certificate (BTRC) No. 0000850999-0001-1.
8. Construction Management Solutions; Berg & Associates; Jacobs Project Management Co.; Simpson & Simpson Management Consulting; and Vanir | ASL are required by contract to comply with the provisions of the Child Support Obligations Ordinance.

9. Construction Management Solutions; Berg & Associates; Jacobs Project Management Co.; Simpson & Simpson Management Consulting; and with Vanir | ASL have approved insurance documents, in the terms and amounts required, on file with the Los Angeles World Airports.
10. Pursuant to Charter Section 1022, staff determined the work specified on this contract can be performed more feasibly and economically by Independent Contractors than by City employees.
11. Construction Management Solutions; Berg & Associates; Jacobs Project Management Co.; Simpson & Simpson Management Consulting; and Vanir | ASL have submitted the Contractor Responsibility Program Questionnaire and Pledge of Compliance and will comply with the provisions of the Contractor Responsibility Program.
12. Construction Management Solutions; Berg & Associates; Jacobs Project Management Co.; Simpson & Simpson Management Consulting; and Vanir | ASL have been determined by Public Works, Office of Contract Compliance to be in compliance with the provisions of the Equal Benefits Ordinance.
13. Construction Management Solutions; Berg & Associates; Jacobs Project Management Co.; Simpson & Simpson Management Consulting; and Vanir | ASL will be required to comply with the provisions of the First Source Hiring Program for all non-trade LAX Airport jobs.
14. Construction Management Solutions; Berg & Associates; Jacobs Project Management Co.; Simpson & Simpson Management Consulting; and Vanir | ASL have submitted the Bidder Contributions CEC Form 55 and will comply with its provisions.
15. Construction Management Solutions; Berg & Associates; Jacobs Project Management Co.; Simpson & Simpson Management Consulting; and Vanir | ASL have submitted the MLO CEC Form 50 and will comply with its provisions.
16. Construction Management Solutions; Berg & Associates; Jacobs Project Management Co.; Simpson & Simpson Management Consulting; and Vanir | ASL have submitted the Iran Contracting Act and will comply with its provisions.

SECOND AMENDMENT TO CONTRACT NO. DA-5127
BETWEEN THE CITY OF LOS ANGELES AND QUEST PROJECT CONTROLS, INC DBA
CONSTRUCTION MANAGEMENT SOLUTIONS

This **SECOND AMENDMENT** is made and entered into this ____ day of _____, 2022, at Los Angeles, California, between the **CITY OF LOS ANGELES**, a municipal corporation (hereinafter referred to as "City"), acting by and through the Board of Airport Commissioners (hereinafter referred to as "Board") of the Department of Airports (hereinafter referred to as "Department" or "LAWA") and **QUEST PROJECT CONTROLS, INC. dba CONSTRUCTION MANAGEMENT SOLUTIONS**, (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, City and Consultant entered into Contract No. DA-5127 (hereinafter referred to as "Contract") dated November 7, 2016, for project control services; and

WHEREAS, the original Contract amount was for the not-to-exceed amount of \$15,000,000; and

WHEREAS, the parties entered into a First Amendment to increase the contract amount by \$1,500,000 for a not-to-exceed amount of \$16,500,000; and

WHEREAS, the Parties desire now and both agree to increase the Contract amount an additional \$2,000,000, for a total not-to-exceed Contract amount of \$18,500,000, which will require the approval of both the Board and the Los Angeles City Council; and

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties thereto, IT IS MUTUALLY AGREED that Contract No. DA-5127 BE AMENDED AS FOLLOWS:

AMENDMENT

Section 7.2 of the Contract is hereby deleted in its entirety and replaced with the following:

"For all Services rendered under this Contract, all costs, direct or indirect, and all expenses incurred by Consultant pursuant to this Contract, the total compensation to be paid to the Consultant for all services rendered under this contract shall not exceed the total sum of Eighteen Million, Five Hundred Thousand Dollars (\$18,500,000.00).

It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Second Amendment to Contract DA-5127 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 DA-5127, and except as expressly amended herein, all

terms, covenants, and conditions of Contract No. DA-5127, and all amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the Department has caused this Second Amendment to be executed on its behalf by the Chief Executive Officer and Consultant has caused the same to be executed by its duly authorized officers, 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

By: _____
Deputy/Assistant City Attorney

By: _____

Tatiana Starostina
Chief Financial Officer, LAWA

ATTEST:

**QUEST PROJECT CONTROLS, INC.
DBA CONSTRUCTION MANAGEMENT
SOLUTIONS**

By: _____
Signature (Secretary)

By: *RC*
Signature

Print Name

 Robyn Coates
Print Name

[SEAL]

 CEO
Print Title

**SECOND AMENDMENT TO CONTRACT NO. DA-5130
BETWEEN THE CITY OF LOS ANGELES AND BERG & ASSOCIATES, INC.**

This **SECOND AMENDMENT** is made and entered into this ____ day of _____, 2022, at Los Angeles, California, between the **CITY OF LOS ANGELES**, a municipal corporation (hereinafter referred to as “City”), acting by and through the Board of Airport Commissioners (hereinafter referred to as “Board”) of the Department of Airports (hereinafter referred to as “Department” or “LAWA”) and **BERG & ASSOCIATES, INC.** (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, City and Consultant entered into Contract No. DA-5130 (hereinafter referred to as “Contract”) dated November 7, 2016, for project management and construction management services; and

WHEREAS, the original Contract amount was for the not-to-exceed amount of \$10,000,000; and

WHEREAS, the parties entered into a First Amendment to increase the contract amount by \$2,000,000 for a not-to-exceed amount of \$12,000,000; and

WHEREAS, the Parties desire now and both agree to increase the Contract amount an additional \$1,800,000, for a total not-to-exceed Contract amount of \$13,800,000, which will require the approval of both the Board and the Los Angeles City Council; and

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties thereto, IT IS MUTUALLY AGREED that Contract No. DA-5130 BE AMENDED AS FOLLOWS:

AMENDMENT

Section 7.2 of the Contract is hereby deleted in its entirety and replaced with the following:

“For all Services rendered under this Contract, all costs, direct or indirect, and all expenses incurred by Consultant pursuant to this Contract, the total compensation to be paid to the Consultant for all services rendered under this contract shall not exceed the total sum of Thirteen Million, Eight Hundred Thousand Dollars (\$13,800,000.00).

It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Second Amendment to Contract DA-5130 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 DA-5130, and except as expressly amended herein, all

terms, covenants, and conditions of Contract No. DA-5130, and all amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the Department has caused this Second Amendment to be executed on its behalf by the Chief Executive Officer and Consultant has caused the same to be executed by its duly authorized officers, 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

By: _____

Deputy/Assistant City Attorney

By: _____

Tatiana Starostina
Chief Financial Officer, LAWA

ATTEST:

BERG & ASSOCIATES, INC.

By: _____

Signature (Secretary)

By:  _____

Signature

Print Name

Deborah Berg

Print Name

President/CEO

Print Title

[SEAL]

**SECOND AMENDMENT TO CONTRACT NO. DA-5133
BETWEEN THE CITY OF LOS ANGELES AND
JACOBS PROJECT MANAGEMENT CO.**

This **SECOND AMENDMENT** is made and entered into this ____ day of _____, 2022, at Los Angeles, California, between the **CITY OF LOS ANGELES**, a municipal corporation (hereinafter referred to as “City”), acting by and through the Board of Airport Commissioners (hereinafter referred to as “Board”) of the Department of Airports (hereinafter referred to as “Department” or “LAWA”) and **JACOBS PROJECT MANAGEMENT CO.** (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, City and Consultant entered into Contract No. DA-5133 (hereinafter referred to as “Contract”) dated November 7, 2016, for project management and construction management services; and

WHEREAS, the original Contract amount was for the not-to-exceed amount of \$70,000,000; and

WHEREAS, the parties entered into a First Amendment to increase the contract amount by \$29,000,000 for a not-to-exceed amount of \$99,000,000; and

WHEREAS, the Parties desire now and both agree to increase the Contract amount an additional \$23,000,000, for a total not-to-exceed Contract amount of \$122,000,000, which will require the approval of both the Board and the Los Angeles City Council; and

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties thereto, IT IS MUTUALLY AGREED that Contract No. DA-5133 BE AMENDED AS FOLLOWS:

AMENDMENT

Section 7.2 of the Contract is hereby deleted in its entirety and replaced with the following:

“For all Services rendered under this Contract, all costs, direct or indirect, and all expenses incurred by Consultant pursuant to this Contract, the total compensation to be paid to the Consultant for all services rendered under this contract shall not exceed the total sum of One Hundred Twenty-Two Million Dollars (\$122,000,000.00).

It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Second Amendment to Contract DA-5133 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 DA-5133, and except as expressly amended herein, all

terms, covenants, and conditions of Contract No. DA-5133, and all amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the Department has caused this Second Amendment to be executed on its behalf by the Chief Executive Officer and Consultant has caused the same to be executed by its duly authorized officers, 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

By: _____
Deputy/Assistant City Attorney

By: _____

Tatiana Starostina
Chief Financial Officer, LAWA

ATTEST:

JACOBS PROJECT MANAGEMENT CO.

By: _____
Signature (Secretary)

By: Scott O Jones
Signature

Print Name

Print Name

Vice President

Print Title

[SEAL]

**SECOND AMENDMENT TO CONTRACT NO. DA-5136
BETWEEN THE CITY OF LOS ANGELES AND
SIMPSON & SIMPSON MANAGEMENT CONSULTING, INC.**

This **SECOND AMENDMENT** is made and entered into this ____ day of _____, 2022, at Los Angeles, California, between the **CITY OF LOS ANGELES**, a municipal corporation (hereinafter referred to as “City”), acting by and through the Board of Airport Commissioners (hereinafter referred to as “Board”) of the Department of Airports (hereinafter referred to as “Department” or “LAWA”) and **SIMPSON & SIMPSON MANAGEMENT CONSULTING, INC.** (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, City and Consultant entered into Contract No. DA-5136 (hereinafter referred to as “Contract”) dated November 7, 2016, for project management and construction management services; and

WHEREAS, the original Contract amount was for the not-to-exceed amount of \$10,000,000; and

WHEREAS, the parties entered into a First Amendment to increase the contract amount by \$2,000,000 for a not-to-exceed amount of \$12,000,000; and

WHEREAS, the Parties desire now and both agree to increase the Contract amount an additional \$600,000, for a total not-to-exceed Contract amount of \$12,600,000, which will require the approval of both the Board and the Los Angeles City Council; and

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties thereto, IT IS MUTUALLY AGREED that Contract No. DA-5136 BE AMENDED AS FOLLOWS:

AMENDMENT

Section 7.2 of the Contract is hereby deleted in its entirety and replaced with the following:

“For all Services rendered under this Contract, all costs, direct or indirect, and all expenses incurred by Consultant pursuant to this Contract, the total compensation to be paid to the Consultant for all services rendered under this contract shall not exceed the total sum of Twelve Million Dollars, Six Hundred Thousand Dollars (\$12,600,000.00).

It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Second Amendment to Contract DA-5136 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 DA-5136, and except as expressly amended herein, all

terms, covenants, and conditions of Contract No. DA-5136, and all amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the Department has caused this Second Amendment to be executed on its behalf by the Chief Executive Officer and Consultant has caused the same to be executed by its duly authorized officers, 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

By: _____
Deputy/Assistant City Attorney

By: _____

Tatiana Starostina
Chief Financial Officer, LAWA

ATTEST:

**SIMPSON & SIMPSON MANAGEMENT
CONSULTING, INC.**

By: _____
Signature (Secretary)

By: Ken Schumann
Signature

Print Name

KEN SCHUMANN
Print Name

[SEAL]

PRINCIPAL
Print Title

**SECOND AMENDMENT TO CONTRACT NO. DA-5137
BETWEEN THE CITY OF LOS ANGELES AND
VANIR ASL, LLC.**

This **SECOND AMENDMENT** is made and entered into this ____ day of _____, 2022, at Los Angeles, California, between the **CITY OF LOS ANGELES**, a municipal corporation (hereinafter referred to as “City”), acting by and through the Board of Airport Commissioners (hereinafter referred to as “Board”) of the Department of Airports (hereinafter referred to as “Department” or “LAWA”) and **VANIR ASL, LLC.** (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, City and Consultant entered into Contract No. DA-5137 (hereinafter referred to as “Contract”) dated November 7, 2016, for project management and construction management services; and

WHEREAS, the original Contract amount was for the not-to-exceed amount of \$30,000,000; and

WHEREAS, the parties entered into a First Amendment to increase the contract amount by \$16,000,000 for a not-to-exceed amount of \$46,000,000; and

WHEREAS, the Parties desire now and both agree to increase the Contract amount an additional \$9,500,000, for a total not-to-exceed Contract amount of \$55,500,000, which will require the approval of both the Board and the Los Angeles City Council; and

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties thereto, IT IS MUTUALLY AGREED that Contract No. DA-5137 BE AMENDED AS FOLLOWS:

AMENDMENT

Section 7.2 of the Contract is hereby deleted in its entirety and replaced with the following:

“For all Services rendered under this Contract, all costs, direct or indirect, and all expenses incurred by Consultant pursuant to this Contract, the total compensation to be paid to the Consultant for all services rendered under this contract shall not exceed the total sum of Fifty-Five Million, Five Hundred Thousand Dollars (\$55,500,000.00).

It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Second Amendment to Contract DA-5137 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 DA-5137, and except as expressly amended herein, all

terms, covenants, and conditions of Contract No. DA-5137, and all amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the Department has caused this Second Amendment to be executed on its behalf by the Chief Executive Officer and Consultant has caused the same to be executed by its duly authorized officers, 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

By: _____
Deputy/Assistant City Attorney

By: _____

Tatiana Starostina
Chief Financial Officer, LAWA

ATTEST:

VANIR ASL, LLC.

By: _____
Signature (Secretary)

By: Saad Ilyas
Signature

Print Name

Saad Ilyas
Print Name

Managing Principal
Print Title

[SEAL] :