



# Report to the BOARD OF AIRPORT COMMISSIONERS

Approver:

David Reich, Deputy Executive Director

Mobility Planning and Strategy

Reviewer: Buin C. Etten

Brian C. Ostler, City Attorney 17n

Justo Poacci (Dec 9, 2022 15:23 CST)

Justin Erbacci, Chief Executive Officer

# Meeting Date

12/15/2022

Reviewed for/by	<u>Date</u>	Approval Status	Ву
Finance	12/8/2022	⊠Y □ NA	NEO
CEQA	11/9/2022	⊠Y	70
Procurement	11/10/2022	□ Y ⊠ Cond	LK
Guest Experience	12/1/2022	⊠Y	TB
Strategic Planning	10/14/ <b>2</b> 022	⊠Y	BNZ

#### **SUBJECT**

Request to approve the First Amendment to Smart Parking Contract DA-5466 with ABM Aviation, Inc. to increase contract authority by \$15,616,336, for a total not-to-exceed amount of \$318,880,974, and to increase the amount of allowable capital expenditures by \$20,616,336 for additional work performed or to be performed by ABM Aviation, Inc. above its base scope of work associated with Smart Parking infrastructure system and garage improvements at Los Angeles International Airport, Central Terminal Area parking facilities and the Economy Parking facility.

#### RECOMMENDATIONS

Management RECOMMENDS that the Board of Airport Commissioners:

- 1. ADOPT the Staff Report.
- 2. DETERMINE that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f and Article III, Class 1 (1) of the Los Angeles City CEQA Guidelines.
- 3. FIND that the work can be performed more economically or feasibly by an independent contractor than by City employees.
- 4. APPROVE the First Amendment to Smart Parking Contract DA-5466 with ABM Aviation, Inc. to increase contract authority by \$15,616,336, for a total not-to-exceed amount of \$318,880,974, and increase the amount of allowable capital expenditures by \$20,616,336 for additional work performed or to be performed by ABM Aviation, Inc. above its base

scope of work associated with Smart Parking infrastructure system and garage improvements at Los Angeles International Airport, Central Terminal Area parking facilities and the Economy Parking facility.

5. AUTHORIZE the Chief Executive Officer, or designee, to execute the First Amendment to Contract DA-5466 with ABM Aviation, Inc. after approval as to form by the City Attorney and approval by the Los Angeles City Council.

#### DISCUSSION

# 1. Purpose

Staff requests approval to amend the Smart Parking Contract DA-5466 with ABM Aviation, Inc. (ABM) to increase contract authority by \$15,616,336, for a total not-to-exceed amount of \$318,880,974, and increase the amount of allowable capital expenditures by \$20,616,336.1

The increase in allowable capital expenditures is needed due to: (1) a change to the approach, schedule, and methodology of the delivery of the Smart Parking improvements resulting from the earlier than expected return of vehicle volumes as the pandemic receded; (2) added scope, including improved technology functionality and civil changes that improved the guest experience; and (3) unexpected costs related to Landside Access Modernization Program (LAMP) interface issues and unknown conditions in the garages. As a result of these changes, LAWA has been able to serve the travelling public during the improvement phases of the project by keeping as many parking spaces open as possible, maximizing revenue generation, and maintaining project mobilization, while minimizing impacts to operations. The business case for the project actually has become more robust since original approval, with forecasted revenues over the life of the project now estimated at \$1,336,000,000, compared to \$950,000,000 when the Board approved the project in October 2020.

### 2. Prior Related Actions/History of Board Actions

October 15, 2020 – Resolution No. 27128

The Board of Airport Commissioners (Board) awarded a seven-year agreement with two one-year extension options to ABM (DA-5466) commencing on January 1, 2021, to provide Smart Parking services at LAX and the Van Nuys FlyAway parking facility for an initial contract amount not to exceed \$303,264,638, which includes \$43,263,630 (hard and soft costs) in appropriations for Smart Parking improvements (i.e., parking systems, Electric Vehicle charging and P7 repair). The portion of the Smart Parking improvements appropriation dedicated to LAX was \$41,554,345. The agreement included facility management, improvements, and implementation of Smart Parking solutions.

<sup>1</sup> ABM has achieved approximately \$5 million in savings from operating expenses due to
improved efficiencies. As such, staff is only requesting \$15.6 million additional contract authority
from the required amount of \$20.6 million approved costs.

# 3. Background

### **Smart Parking Solution**

The Smart Parking agreement with ABM includes the management of parking facilities and implementation of Smart Parking improvements. The objective of Smart Parking is two-fold: 1) the creation of a first-of-its-kind, best-in class airport parking experience, and 2) enhancement of value for LAWA including higher revenue, lower costs, and more sustainability through the availability of electrical vehicle charging. Los Angeles World Airports' Smart Parking solution is an integrated platform that centralizes all the parking data from all the parking facilities and existing parking subsystems into a single point of control. This integration provides flexibility, allowing real-time data to guide decision and policy making that may be implemented in the field, and provides dynamic pricing strategies at each parking facility to improve financial performance.

Smart Parking enhancements include facility improvements, modern IT infrastructure, new technology, and new products and services, all with marketing strategies and branding. This has resulted in maximizing parking revenues while providing a positive customer service experience. Guests today can pre-book parking, have a choice of parking products such as valet parking and premium parking (closest to terminal building), and may charge their electric vehicle using one of the soon-to-be 1,260 electric vehicle charging stations in the Central Terminal Area parking garages and LAX Economy parking facility. Other features of Smart Parking include Parking Guidance Systems (PGS) to allow guests to be directed to an open parking space versus driving around looking for availability, contactless entry and exit at the parking facilities, and real-time occupancy information that is visibly displayed at each parking facility entry.

At the time of contract award in October 2020, ABM and LAWA staff forecasted approximately \$950,000,000 in revenue over the seven-year term of the contract. The current revenue forecast for the term is \$1,336,000,000. This increase is due to success of yield management pricing enabled by Smart Parking's reservation system and enhancements in the passenger experience that enabled the increase of the drive-up rate.

Changes in Approach, Schedule, and Methodology of the Delivery of the Smart Parking improvements

The Smart Parking solution required ABM's initial Request for Proposal timeline to implement and make all facility improvements within 10 months of contract award. ABM's original scope was based upon closing an entire garage and completing renovations and installations in a single mobilization for each garage. However, unforeseen conditions, code requirements and owner betterments, and revisions to zones and phases in construction scheduling caused ABM to have to modify its scope of work. Sooner-than-expected COVID-19 passenger recovery, unexpected traffic congestion caused by an increase in the number of people parking, and the temporary relocation of LAX employees from remote employee lots to the CTA parking garages, all resulted in LAWA asking ABM to change its approach to the implementation plan and schedule. As such, ABM could not close each parking facility as initially planned to make Smart Parking improvements; rather, levels in each garage in the CTA had to be closed to allow for the facility improvement rollout; and, at times, a few garages were closed on a reduced timeline to complete these improvements. These changes required additional resources (i.e., time and labor) to ensure passengers could

safely park while a parking facility was transformed with the Smart Parking improvements. Specifically, ABM had to employ significantly more staffing and materials for traffic control, including flaggers, fencing, signage, and vehicle relocation services.

A positive element to the return of passengers and the change in project implementation schedule was an increase in revenue, despite operational challenges with Smart Parking improvements and Automated People Mover (APM) construction by LINXS. By keeping the garages open, LAWA was able to generate approximately \$15 million in incremental revenues.

#### Added Scope that Improved the Guest Experience

Throughout construction, the LAWA team made dynamic changes (by testing and learning) to the initial scope that resulted in the enhanced value of Smart Parking. A key component of the Smart Parking project is the Information Technology (IT) infrastructure that supports the online reservation system, parking lot management, and other Smart Parking applications. The original plan was to build this out on LAWA's existing Information Technology (IT) network, but staff and ABM determined that to meet the customer's expectations it would be necessary to build out the system on an independent network. To build the network required pulling new fiber and/or terminating existing dark fiber to connect all the parking garages and upgrading network equipment including switches, racks, and firewalls. As one example, this work improved the functionality of the reservation system where staff now has the capability to make real time changes to a customer's reservation.

In addition, staff and ABM determined that several civil modifications were needed in the garages to ensure better vehicle and pedestrian flow, both now and in anticipation of the APM. One example is in P7 where entry islands were extended to provide vehicles easier access and wayfinding to enter Premium or Valet parking areas.

# <u>Unexpected Costs Related to Landside Access Modernization Program (LAMP) interface</u> Issues and Unknown Conditions

ABM was required to share the same workspace with LAMP contractors LINXS and Swinerton for Smart Parking improvements, and in some cases had to delay Smart Parking work to allow LINXS or Swinerton to complete their work. This had an impact on ABM labor costs, ASR development, additional personnel to control traffic, material and equipment pricing, and work schedule. Some scope gaps required different approaches by ABM and additional materials to complete their tasks. In addition, during the installation and construction, ABM encountered numerous unknown conditions in various CTA garages, including, in some cases, inconsistencies with as-built drawings, and deteriorated asphalt, concrete, and expansion joints. These impacts and others resulted in the following additional scope of work above ABM's original base scope:

- ITF West design changes that included the exclusion of exposed conduits by utilizing the
  installed conduits in the slab originally intended for Electric Vehicle Charging Stalls,
  resulting in re-distribution of power and communications throughout the parking facility in
  addition to the striping and painting to maintain an ADA-compliant facility.
- Development of an Emergency Egress Plan per Los Angeles Department of Building and Safety (LADBS) requirements in order for garages to be brought up to modern standards for evacuation and other emergency needs.

 Additional Work which resulted from unknown conditions leading to modifications of certain Smart Parking improvements such as concrete repair, asphalt repairs, expansion joint repairs, striping paint removal, modifying PGS track design due to lower ceilings in some garages.

#### Approved Costs and Additional Contract Authority

In order to compensate ABM for additional work over its base scope of work for capital improvements, staff has received several invoice packages from ABM. Staff has reviewed ABM's invoices and discussed the additional work in depth with ABM staff. The LAWA team recommends compensation to ABM for a total not-to-exceed amount of \$20,616,336.

The following summary shows calculations for approved costs and the resultant new CAPEX budget amount, and request for additional contract authority:

#### A. New CAPEX Budget

Base Scope (LAX/VNY) : \$42,115,629 Approved Costs : \$20,616,336 New CAPEX Amount : \$62,731,965

#### B. Additional Contract Authority

Original Approved Amount : \$303,264,638 Additional Contract Amount\* : \$15,616,336 New Contract Authority : \$318,880,974

\*Note: ABM has achieved approximately \$5 million in savings from operating expenses due to improved efficiencies. As such, staff is only requesting \$15.6 million additional contract authority from the required amount of \$20.6 million approved costs.

#### 4. Current Action/Rationale

This Request for Compensation is required to facilitate the Smart Parking solution for completed work at LAX CTA parking garages and ITF-W Economy Parking lot.

#### How This Action Advances a Specific Strategic Plan Goal and Objective

This action advances this strategic goal and objective: <u>Sustain a Strong Business: Operate sustainably – balancing economic, social and environmental responsibilities</u>. The integration and implementation of Smart Parking improvements under the agreement with ABM supports revenue strategy and fiscal performance, as well as minimizing emissions and supporting the necessity and demand for EV infrastructure at LAX.

#### 5. Fiscal Impact

The LAX Smart Parking System Infrastructure Project is programmed in LAWA's 2018 Capital Improvement Program (CIP) with a budget of \$41,554,345, which includes hard costs, soft costs, and project contingency. With the approval of this item, the budget associated with this project will be increased by \$20,616,336, bringing the total direct cost for the project to \$62,170,681. The increase, however, will be budgeted in LAWA's 2022 CIP.

#### 6. Alternatives Considered

There are no alternatives due to majority of the projects have been completed.

#### **APPROPRIATIONS**

Staff requests additional funds be appropriated and allocated in the amount of \$20,616,336 from the LAX Revenue Fund to WBS Element 1.20.08-700 (Smart Parking System Infrastructure – LAX).

#### 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. In addition, interior or exterior alterations involving remodeling or minor construction where there will be negligible or no expansion of use is categorically exempt from CEQA requirements pursuant to Article III, Class 1 (1) 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. ABM Aviation, Inc. is required by contract to comply with the Service Contractor Worker Retention and/or Living Wage Ordinance.
- 5. Procurement Services reviewed this action (File No. 9289) and established a goal of 10% Airport Concessions Disadvantaged Business Enterprise Program participation. ABM Aviation Inc. proposed 13.66% ACDBE participation and has achieved 13.32% to-date.
- 6. ABM Aviation, Inc. is required by contract to comply with the provisions of the Affirmative Action Program.
- 7. ABM Aviation, Inc. has been assigned Business Tax Registration Certificate No. 0000682409-0001-1.
- 8. ABM Aviation, Inc. is required by contract to comply with the provisions of the Child Support Obligations Ordinance.
- 9. ABM Aviation, Inc. has approved insurance documents, in the terms and amounts required, on file with the Los Angeles World Airports.
- 10. This action is not subject to the provisions of Charter Section 1022 (Use of Independent Contractors).
- 11. ABM Aviation, Inc. has submitted the Contractor Responsibility Program Questionnaire and Pledge of Compliance and will comply with the provisions of the Contractor Responsibility Program.
- 12. ABM Aviation, Inc. has been determined by Public Works, Office of Contract Compliance, to be in full compliance with the provisions of the Equal Benefits Ordinance.
- 13. ABM Aviation, Inc. is required by contract to comply with the provisions of the First Source Hiring Program.

- 14. ABM Aviation, Inc. has submitted the Bidder Contributions CEC Form 55 and will comply with its provisions.
- 15. ABM Aviation, Inc. has submitted the MLO Bidder Contributions CEC Form 50 and will comply with its provisions.
- 16. ABM Aviation, Inc. is required by contract to comply with the provisions of the Iran Contracting Act.

# First Amendment to LAX-VNY Smart Parking Operation and Management Agreement DA-5466

This First Amendment to LAX-VNY Smart Parking Operation and Management Agreement DA-5466 (this "First Amendment") is made and entered into as of the \_8\_\_ day of \_\_December\_\_\_\_\_, 2022\_ by and between CITY OF LOS ANGELES, a California municipal corporation, acting by order of and through its Board of Airport Commissioners ("City"), and ABM AVIATION, INC., a Georgia corporation ("Operator").

# **RECITALS**

- A. City and Operator entered into that certain LAX-VNY Smart Parking Operation and Management Agreement DA-5466 (the "Original Agreement") dated December 9, 2020, whereby Operator (i) manages and operates existing and future parking facilities at Los Angeles International Airport (LAX) and Van Nuys Airport (VNY), (ii) provides a commercial operator function to ensure the maximization of parking revenue potential at these Airports, and (iii) recommend upgrades and/or replacements to the parking access and revenue control systems ("PARCS") and other parking-related products and services at the Airports and to provide services in connection with the implementation, maintenance and operation thereof. The Original Agreement, as amended by this First Amendment, is herein referred to, collectively, as the "Agreement."
- B. By this First Amendment, City and Operator desire to increase the CAPEX Approved Costs for the Second Year of the Term and to otherwise amend the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Operator agree as follows:

## **AGREEMENT**

- 1. <u>Capitalized Terms</u>. Unless otherwise defined herein, the capitalized terms used in this First Amendment shall have the same respective meanings ascribed to such terms in the Agreement.
- 2. Adjustments for Changes to Scope of Services; Compensation to Operator. In accordance with Section 3.4.1 of the Agreement, City and Operator acknowledge and agree that those Items set forth in **Exhibit F-1**, attached hereto and incorporated by reference herein, are additions, deletions, modifications, or changes to the Scope of Services for LAX and/or Facilities at LAX that are not accounted for in the applicable Approved Annual Budget. To compensate Operator for Operator's performance of those Items shown in **Exhibit F-1**, City shall pay Operator the Total Agreed Amount set forth in **Exhibit F-1** and City shall increase the CAPEX Approved Costs by that same amount for the applicable Approved Annual Budget. Operator hereby agrees and acknowledges that i) the Total Agreed Amount is the entire and all-inclusive compensation owed to Operator for all costs and expenses incurred related to Operator's performance of those Items in **Exhibit F-1**, ii) the Operator Margin of three percent (3%) set forth in Section 3.5 of the Agreement is included in the Total Agreed Amount, and iii) any and all project management fees (equal to five percent (5%) of the Total Agreed Amount) arising from Operator's performance of the Items listed in **Exhibit F-1** is included in the Total Agreed Amount. Operator acknowledges that Operator shall be solely responsible and liable to

pay for any and all costs related to its performance of the Items in **Exhibit F-1** that are in excess of the Total Agreed Amount.

- 3. <u>Estoppel</u>. Operator warrants, represents and certifies to City that as of the date of this First Amendment: (a) City is not in default under the Agreement; and (b) Operator does not have any defenses or offsets to performance of its obligations under the Agreement as and when the same becomes due.
- 4. Attorneys' Fees. In the event either party should commence an action to enforce any provisions of this First Amendment, then all reasonable costs and expenses incurred by the prevailing party therein, including attorneys' fees, experts' and arbitrators' fees and costs, shall be paid by the other party, which obligation on the part of the other shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment. This provision with respect to attorneys' fees shall be severable from all other provisions of this First Amendment, shall survive any judgment, and shall not be deemed merged into the judgment.
- Electronic Signature. The Agreement and any other document necessary for the consummation of the transaction contemplated by the Agreement 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 associate 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 agreement, 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 Contract 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 Contract had been delivered that had been signed using a handwritten signature. All parties to this Contract (i) agree that an electronic signature, whether digital or encrypted, of a party to this Contract 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 Contract based on the foregoing forms of signature. If this Contract 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.
- 6. <u>Agreement in Full Force</u>. Except as amended and modified as set forth in this First Amendment, the terms and provisions of the Agreement remain the same and in full force and effect. Operator ratifies the Agreement, as amended hereby.

[Remainder of this Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, City and Operator have caused this First Amendment to be executed as of the date first above written.

"City:"

CITY OF LOS ANGELES,

a California municipal corporation, acting by order of and through its Board of Airport

Commissioners Name: Justin Erbacci, Chief Executive Officer "Operator:" ABM AVIATION, INC., a Georgia corporation Name: Steven Aiello Title: SVP, Landside Operations By: Name: Sean Bromfield Title: President, ABM Aviation, Inc. APPROVED AS TO FORM: Michael N. Feuer, City Attorney Deputy/Assistant City Attorney

# Exhibit F-1 Approved Costs

Item#	Subject	Facility	Work Description		Agreed (\$ Cost)
001	Smart Parking Independent Network	CTA Garages- Smart Parking Network	IT infrastructure upgrades to support independent Smart Parking network. This is a change from original plan to operate on LAWA network. Fully independent network included fiber cabling between each garage including terminations, jumper cables, enclosures, switches, and firewalls along with the installation of such items	\$	3,196,95
002	ITF-W EV Improvements	Intermodal Transportation Facility West (LAX Economy Parking)	Relocation of EV charging stations to use building existing infrastructure (electrical rooms) and meet code requirements that differed from original designs	\$	2,000,47
003	Flagger and Schedule Changes	CTA Garages	Revised original phasing and mobilization from full garage closures to partial closures which required additional flaggers, fencing, ASR development, towing, planning, and coordination for P1, P2A, P2B, P4, P5, P6, P7 and Economy Lot.	\$	5,559,791
004	ITF-W Fiber Upgrades	Intermodal Transportation Facility West (LAX Economy Parking)	Upgrade network infrastructure from CAT6 cabling installed by prior contractor to fiber optic cable to improve parking system transaction performance.	\$	220,968
005	Thermo Paint Removal and All Striping Removal	CTA Garages	Pre-existing striping in P1, P2A, P2B, P4, P5, P6 where several layers of thick paint and some areas had thermal bounded polymer which required additional work to remove.	\$	698,567
006	Egress Plans for CTA	CTA Garages	Egress plans for the parking garages were required for permitting purposes and LAWA did not have these documents. As a result, ABM was required to hire an engineering firm to produce egress plans to accompany their submission of permit requests.	\$	102,394
007	P7 Waterproofing Spall	CTA Garages	Repair the damaged concrete within Garage P7, Level 3 caused by wear and tear from years of weather erosion and vehicle traffic.	\$	361,058
008	P7 Expedited Painting	CTA Garages	LAWA requested expedited work to complete painting in P7 to reopen to the public ahead of original schedule.	\$	68,250
009	Additional Civil Engineering Work	CTA Garages	Additional engineering work that was required for the completion of this project to deconflict interface issues with APM contractor. Example: redesign P2a exit plaza, P2b valet exit, etc.	\$	1,228,502
010	Schedule/Expande d Scope/Unknown Work Conditions	CTA Garages	Additional work consisted of: 1) asphalt work was required due to deteriorated asphalt base 2) painting was split in phases that required additional crews; 3) P1 electrical room required infrastructure improvements to meet LADBS code, and 4) wheel stops and bump bars were procured to enhance safety and security	\$	1,966,544
011	PGS Redesign	CTA Garages	Re-designed and multiple changes to the PGS system driven by mitigation efforts to reduce system damage. Typical installations would have the sensor modules on a flat channel throughout the drive lanes. Due to variations in garage levels heights, the system was redesigned to move the channel up, with the structural supports.	\$	2,889,508
012	Changes to PARCs installation	CTA Garages	Multiple changes were encountered with the installation of the PARC's system related to mitigation with APM work, unknown work conditions due to existing infrastructure and general changes to the original designs. This cost also included new rate digital signage at all entry lanes versus using static signage.	\$	1,724,918
013	Integration Platform	CTA Garages	Additional functionality and more development costs were needed due to LAWA requirements and operational needs. This included LAWA's system verification (Okta) and other improvements.	\$	178,402
014	P3 Future Work	CTA Garages	Future work pending submittal review to complete P3 Garage Improvements that include removal of striping and island modifications at the entries.	\$	420,000
			Total	\$ 2	0,616,336