

SETTLEMENT AGREEMENT

**REGARDING THE CONSOLIDATED RENT-A-CAR FACILITY
DESIGN-BUILD-FINANCE-OPERATE-MAINTAIN AGREEMENT**

**BY AND BETWEEN
THE CITY OF LOS ANGELES, DEPARTMENT OF AIRPORTS
AND
LA GATEWAY PARTNERS, LLC**

THIS SETTLEMENT AGREEMENT FOR THE CONSOLIDATED RENT-A-CAR FACILITY DESIGN-BUILD-FINANCE-OPERATE-MAINTAIN AGREEMENT, INCLUDING ALL EXHIBITS, APPENDICES AND INCORPORATIONS BY REFERENCE (the “**Settlement Agreement**”) dated _____, 2023 (the “**Effective Date**”) is made by and between the City of Los Angeles Department of Airports, known as Los Angeles World Airports (“**LAWA**”) and LA GATEWAY PARTNERS, LLC (“**Developer**”) (collectively the “Parties” and individually a “Party”). Capitalized terms used but not defined herein shall have the meanings assigned to them by Exhibit 1 to the Design-Build-Finance-Operate-Maintain Agreement between LAWA and the Developer dated as of November 6, 2018 (the “**Agreement**”), or as otherwise provided for, by the Contract Documents. Any capitalized terms used herein and not otherwise defined by the Contract Documents shall have the meanings ascribed to them in this Settlement Agreement, including in the DBFOM Agreement Amendment No. 001. For clarity, the term “Developer” shall include “Developer Related Entities” as applicable.

RECITALS

- A. WHEREAS on or about September 14, 2022, the Parties entered into a memorandum of understanding setting forth the framework to negotiate in good faith (the “**Negotiation**”) a fair and reasonable global settlement for as many as practicable of the Non-O&M Facilities related LAWA Changes, the Relief Events and Relief Event Delays, the delay to the Tenants’ occupancy and the resulting changes to and impacts on the O&M Work and the Operations Work, and other outstanding issues as set forth herein, (collectively the “**Issues**”), in an expeditious manner.

- B. WHEREAS part of the Negotiation, the intent of the Parties was to mitigate the costs attributable to the Issues by enabling Developer to achieve Operational Readiness and Final Completion without the completion of the Non-O&M Facility Work being a condition precedent thereto. To accomplish this, the Non-O&M Facility Work must be delinked from the Critical

Path of the Project Schedule and the Work relating to the O&M Facilities and completed on a separate schedule path with new Contract Deadlines (the “**Decoupling**”).

- C. WHEREAS portions of the O&M Facilities will remain unused by any Tenant (in each case, a “**Non-Occupancy**”) for an unknown period of time commencing the day immediately following the Operational Readiness Deadline and continuing until the earlier to occur of (i) such area being designated as an Occupied Area as described below or (ii) Non-O&M Facility Operational Readiness is achieved (in each case, a “**Non-Occupancy Period**”).
- D. WHEREAS designated areas of the O&M Facilities are reflected in the color coded rows in Appendix A and the color coded spaces in Appendix B of the Tenant Area Layout Plans attached hereto as **Exhibit “E”** (each a “**Tenant Area**”). Once each Tenant Area is occupied by at least one Tenant, Developer and LAWA shall agree, each acting reasonably, on the precise portions of the O&M Facilities comprising the occupied Tenant Area, as well as any portions of the Common Areas that are to be deemed occupied and utilized by such Tenants (such designated occupied areas, together with any Tenant Areas or Common Areas previously so designated, the “**Occupied Areas**”). All other portions of the O&M Facilities (the “**Non-Occupied Areas**”) are to remain unavailable to Tenants and the public until the conclusion of the applicable Non-Occupancy Period.
- E. All penalties, Non-Compliance Points, Noncompliance Deductions and other punitive actions applied with respect to Non-Occupied Areas shall be applied in accordance with Tables 2(a)-2, 2(b)-2, and 2(c)-2 to Exhibit 4C as set out in Appendix “D” to the Amendment (collectively, the “**Amended O&M Noncompliance Occurrences Tables**”) until the conclusion of the applicable Non-Occupancy Period.
- F. WHEREAS the Parties have reached terms of settlement for the matters set forth in this Settlement Agreement and in reliance on the representations contained herein and in consideration of the mutual promises, covenants, and obligations stated herein, the Parties agree the Settlement Agreement is as follows:

AGREEMENT

- 1. The Parties agree that this Settlement Agreement reflects a compromise and settlement of claims, disputes, and differences between them which are denied and contested. The Parties agree that neither this Settlement Agreement nor the payment of any monetary

consideration, or other relief granted, as provided herein, shall be construed as an actual representation as to what has been, or will be, incurred by Developer or an admission by any Party of liability or kind to the other.

2. The Parties agree: (1) that this Settlement Agreement is lawful, enforceable, and binding; (2) to waive any challenges to the enforceability of this Settlement Agreement; and (3) not to either affirmatively or by way of defense seek to invalidate or otherwise avoid application of the terms of this Settlement Agreement in any judicial action or proceeding.

DBFOM Contract Amendment No. 001

3. The Contract Documents are hereby amended to implement the Decoupling and other mutually agreed upon modifications, including, without limitation, the impacts of the Non-Occupancy, pursuant to DBFOM Contract Amendment No. 001 (the "**Amendment**") attached hereto as **Exhibit "A"**.
4. The Parties agree and acknowledge that notwithstanding Section 7.12.2.6(e) of the DBFOM Agreement, and the Conditions to Operational Readiness set forth in Exhibit 15E, the Independent Engineer is expected to issue a Certificate of Operational Readiness based upon the terms of the draft documents, including the revisions to Exhibit 15E included therewith, which Certificate of Operational Readiness shall be conditional on this Settlement Agreement being fully executed by the Parties on or before March 31, 2023. Upon this Settlement Agreement being executed by the Parties, the conditional Certificate of Operational Readiness shall constitute the Certificate of Operational Readiness as described under Section 7.12.2.6(e) of the DBFOM Agreement; provided, however, that notwithstanding the effective date of such Certificate of Operational Readiness, in no event, for purposes of the Agreement, as amended by the Amendment, shall the Operational Readiness Date be deemed to have occurred prior to March 31, 2023

D&C Change Order

5. The Total D&C Payments are hereby increased by \$49,000,000 by D&C Change Order attached hereto as **Exhibit "B"** (the "**D&C Change Order**").
6. The Parties agree that increase to the Total D&C Payments per the D&C Change Order is based on: (1) the Release for Construction Documents (RFCDs) for the Non-O&M Facilities within Concourse Way permitted (B-Permit) by the required departments and agencies of

the City of Los Angeles on November 1, 2022; and (2) the RFCDs for the Non-O&M Facilities within Arbor Vitae Street and La Cienega Boulevard submitted to the Los Angeles Bureau of Engineering on November 9, 2022, and as such, any change, modification or alteration to the RFCDs shall be deemed by the Parties as a LAWA Change under the Agreement and shall be administered under Section 1 of Exhibit 9 to the Agreement.

7. In consideration of the increase to the Total D&C Payments per the D&C Change Order and all other terms of settlement set forth in this Settlement Agreement, Relief Event Claim Nos. 005, 008, 009, 013, 014, 015, 017, 019, 025, 026, and 027 are hereby resolved in their entirety except for Relief Event No. 005 which is only settled in part, the details of such partial settlement being hereinafter set out.
8. To incentivize Developer's timely completion of the Non-O&M Facility Work by the applicable Contract Deadlines set forth in the Amendment, two million dollars (\$2,000,000) will be withheld from the increase to the D&C Payments for the "Completion Payments." One million dollars (\$1,000,000) of the Completion Payment shall be paid to Developer upon Developer achieving Non-O&M Facility Access (the "First Completion Payment") and the remaining one million dollars (\$1,000,000) of the Completion Payment shall be paid to Developer upon Developer achieving Non-O&M Facility Operational Readiness (the "Second Completion Payment"). Specific details as to the timing for withholding the Completion Payment from the Total D&C Payments will be agreed to between the Parties, each acting reasonably, within the progress payment schedule. In the event the Non-O&M Facility Operational Readiness Deadline is extended beyond March 31, 2024, in accordance with the Agreement or the Settlement Agreement, the Second Completion Payment payable by LAWA shall increase at the Late Payment Rate.

O&M Change Orders

9. The proposed exercising plan for the project systems is set out in **Exhibit F** attached hereto (collectively, the "**Systems Exercising Plans**"). The Systems Exercising Plans are substantially complete as of the date hereof and have been submitted to LAWA for review, consideration and approval. The Systems Exercising Plans shall be mutually agreed by LAWA and the Developer, each acting reasonably, and such mutual agreement, including for clarity, associated payment terms, shall be reflected in the O&M Change Orders (as defined below).

10. Compensation and/or relief associated with any changes to be implemented during each Non-Occupancy Period contemplated pursuant to the terms of this Settlement Agreement, which changes have a cost or time impact on the Developer either (a) during the O&M Period and/or (b) in relation to the performance of the O&M Work, shall be granted and payable pursuant to the provisions of two operations and maintenance change orders to be negotiated by, agreed to and implemented by the Parties, each acting reasonably, on or before March 1, 2023 (the “O&M Change Orders”), which shall reflect the following: (i) one O&M Change Order (“**O&M Change Order #1**”) in the amount of \$1,165,177 in respect of the Systems Exercising Plans, the water management plan to be developed and implemented by the Developer as set out in the Amendment, and overhead costs, each as labeled as Change Order Grouping 1 in the O&M Costs Spreadsheet (as defined below), and (ii) one O&M Change Order (“**O&M Change Order #2**”) in respect of water testing and fuel testing costs, which amounts are unquantifiable as of the date of this Settlement Agreement, labeled as Change Order Grouping 2 in the O&M Costs Spreadsheet . Without prejudice to the obligation of LAWA to compensate the Developer for its associated costs, the amount of the O&M Change Order #2 shall not exceed a maximum of \$53,400. The Parties agree that the O&M Change Orders shall be materially consistent with categories and amounts set forth in the draft LAX ConRAC O&M Non-Occupancy Period Costs 4/2023 - 12/2023 summary, dated December 2, 2022 (the “**O&M Costs Spreadsheet**”), attached hereto as **Exhibit “G”**. Without prejudice to the obligation of LAWA to compensate the Developer for its associated costs, the Parties further agree that the O&M Variable Work costs associated with the delivery of janitorial, pest control and waste management activities shall not exceed a maximum amount of \$48,313 per month.

Governmental Approvals

11. The Decoupling, time extensions, additions and adjustments to the Contract Deadlines, revisions to the Project Schedule, compensation and other relief stipulated herein, are based upon the assumption Developer shall have obtained all Government Approvals for all the Non-O&M Facilities Work no later than January 31, 2023.

12. As it relates to Delay Costs for Relief Event Delays related to Governmental Approvals to commence the Non-O&M Facilities Work, occurring after January 31, 2023, the Parties agree that this shall be deemed a LAWA-Caused Event (clause (i) as added by the Amendment).

13. If such Governmental Approvals to commence the Non-O&M Facilities Work are received after January 31, 2023, Developer shall be paid by LAWA at the applicable daily rate set forth in the D&C Change Order. Developer shall submit a Change Proposal for such Relief Event Delay(s) and LAWA waives any requirement of the Contract Documents to provide a Relief Event Notice or a Relief Event Claim.
14. If such Governmental Approvals to commence the Non-O&M Facilities Work are received after March 31, 2023, Developer shall be entitled to a day for day extension of the Non-O&M Concourse Way Operational Readiness Deadline, the Non-O&M Facility Access Operational Readiness Deadline, the Non-O&M Facility Operational Readiness Deadline and the Non-O&M Long Stop Date for each day after March 31, 2023, and ending upon the date on which all Governmental Approvals have been received by Developer, in addition to the compensation amount set forth above.
15. To the extent the Los Angeles Department of Building Safety and the Los Angeles Fire Department (collectively, the “**Applicable Authorities**”) deny the issuance of the temporary certificate of occupancy (the “**TCO**”) for the QTA facilities solely due to the non-completion of the Non-O&M Facilities Work, LAWA agrees it will waive the requirement under the Contract Documents for Developer to obtain a TCO for the QTA facilities as a condition precedent to achieving Operational Readiness and Final Completion, and the TCO shall instead become an obligation of the Developer to promptly obtain upon achieving Non-O&M Facility Concourse Way Operational Readiness, as well as a condition precedent to achieving Non-O&M Facility Access Operational Readiness.

Revised Project Schedule

16. Developer’s proposed Project Schedule submitted as a Revised Project Schedule is hereby approved and accepted by LAWA. This Revised Project Schedule is based upon the assumption Governmental Approvals necessary to perform all the Non-O&M Facilities Work have been received by Developer by no later than January 31, 2023. An updated Revised Project Schedule reflecting the actual date of receipt of Governmental Approvals, if necessary, will be provided as part of a subsequent Relief Event process.
17. The Revised Project Schedule referenced above, includes the schedule compression requested by LAWA for Developer to achieve Non-O&M Operational Readiness by March

31, 2024, rather than May 18, 2024. The Compensation Amount offered and agreed to be paid by LAWA for such schedule compression is included in the D&C Change Order.

Solar PV System Availability

18. Per Section 8.1.1.9 of the Agreement, LAWA is to enter into an agreement with DWP regarding production, utilization and payment for electricity. LAWA and DWP will not enter into this agreement in time for the Solar PV System to meet the availability requirements under the Contract Documents. Accordingly, LAWA herewith releases Developer from any claims, liabilities, set offs, losses, damages, fees, expenses, obligations, demands, including, for clarity, Noncompliance Points and Noncompliance Deductions, arising out of or related to the failure to, or delay in, LAWA and DWP entering into such agreement, until such time as the Solar PV System is commissioned, tested and otherwise proven operational in accordance with the terms of the Agreement and this Settlement Agreement.

Site Security and Land Parcel Return

19. Developer has fulfilled its obligations arising out of or related to the Early Release Parcel in accordance with the Contract Documents, including but not limited to, Section 7.14 of the Agreement, and Part 2A, Sections 14.3.6.6 and 16.3 of the Technical Provisions. The care, custody, and control of the Early Release Parcel, has been returned to LAWA and LAWA has accepted the same, in a condition substantially consistent with its current condition as indicated in the as-built record per **Exhibit "C"** attached hereto.

20. Developer has fulfilled its obligations arising out of or related to the QTA parking area in accordance with the Contract Documents. The care, custody, and control of the QTA parking area has been returned to LAWA and LAWA has accepted the same, in a condition substantially consistent with its current condition as indicated in **Exhibit "C"** attached hereto. Developer will demobilize and remove its temporary facilities from the CMO parking and laydown area (the "CMO Lot") no later than the Non-O&M Final Acceptance Deadline, as such deadline may be extended from time to time pursuant to the Agreement or other written amendment thereto. Subject to (i) clean-up and removal of debris, surplus materials, and temporary facilities and (ii) final satisfaction of all outstanding requirements of the SWPPP, the CMO Lot will be returned to LAWA in a condition substantially consistent with its current condition as indicated in **Exhibit "C"** attached hereto.

21. Developer will leave the site fencing along 98th Street in a condition substantially consistent with its current condition as of the Effective Date of this Settlement Agreement as indicated in **Exhibit “C”** attached hereto. As of the Effective Date, such site fencing will be in care, custody and control of LAWA and all associated costs will be for LAWA's account.
22. Developer will only maintain the existing k-rail site fencing along Arbor Vitae and La Cienega and other site fencing and protective and security measures as long as necessary to facilitate Developer performing the Non-O&M Facilities Work.
23. During the Non-Occupancy Period, where security fencing and/or physical security for vagrant control will be required at various locations around the O&M Facilities, including the area between the site perimeter wall along La Cienega Blvd. and Concourse Way, LAWA shall issue a LAWA Change for all costs associated with such fencing and/or physical security and such fencing and/or physical security will be furnished and maintained by Developer.

Utility Connections to RUE

24. The Parties acknowledge that the Developer has installed all utilities that are intended to ultimately connect to utilities remaining to be installed as part of the RUE Enabling Project (formally called LULEP) pursuant to the Contract Documents. The Parties agree that Developer has completed its D&C Work obligations in this regard and that LAWA will direct the RUE contractor to make all its necessary Utility connections to Developer's previously installed utility lines. Such points of connection for the RUE contractor to connect to are set forth in **Exhibit “D”** attached hereto.

Tenant Coordination

25. As of the Effective Date of this Settlement Agreement, Developer has fulfilled its obligations under the Contract Documents arising out of or related to coordinating with the Tenants during the D&C Period. However, Developer agrees to continue to coordinate with the Tenants as it relates to the Tenant Improvements up until November 30, 2023. Any additional Work related to the Tenant Improvements after this date (collectively “**Additional TI Work**”) shall be deemed a LAWA Change under the Agreement and, depending on the approach chosen by LAWA, Developer shall receive full compensation for (a) all costs

related to performing such Additional TI Work and (b) all costs related to facilitating and managing LAWA's performance of such Additional TI Work.

Relief Event No. 005 (Government Orders – Covid)

26. As it relates to Relief Event No. 005, LAWA shall pay Developer the amount identified for the associated Change Proposal 079 in the attached D&C Change Order to settle only the Claims for: (1) PCL Construction Services, Inc. (excluding all subcontractors and suppliers); (2) Morley Construction Company; (3) Geotechnical Professionals, Inc.; (4) Largo Concrete, Inc.; (5) McDonough Construction Rentals, Inc.; (6) Maxim Crane Works, L.P.; and (7) Smith Emery Company (collectively the "Settled Parties" and individually a "Settled Party").

27. Claims not related to the Settled Parties shall not be deemed to be settled by this Settlement Agreement and the Parties agree to continue to negotiate in good faith all other Claims related to Relief Event No. 005 to reach resolution within a reasonable amount of time. Such negotiations may include meetings between the claimants (Developer-Related Entities), Developer and LAWA.

28. As it relates to Relief Event No. 005, and notwithstanding the fact they are considered a Settled Party hereunder, Developer and Developer-Related Entities shall retain their rights and entitlement to compensation by LAWA for all Markups pursuant to the terms of the Agreement on all amounts settled after the Effective Date with any party that is not a Settled Party.

NELA and PARCS

29. The Parties agree that Developer has satisfactorily completed all Work required by the NELA Party, the PARCS Party and LAWA arising out of or related to Part 2B, Section 18 of the Technical Provisions, Exhibit 10B and Exhibit 10C to the Agreement. The Parties further acknowledge and agree that Developer is not required to provide nor maintain any form of enhancement to any global positioning system(s) related to NELA and PARCS.

Extended Warranties

30. To the extent practicable, Developer will obtain one-year extensions to warranties for the following equipment and systems:

- All QTA systems
- Vertical transportation
- EV charging stations
- Automated doors in CSB
- All Roll Up doors
- Mini compactors and tug
- Mechanical gates
- Drinking Fountains
- ERRCS

(Collectively the “Extended Warranties”.)

31. The Parties acknowledge and agree that the Developer is to provide the Extended Warranties, however, the cost of such Extended Warranties could not be determined, and acceptance by LAWA as to such cost and the terms of the Extended Warranties could not be reached by the Effective Date of this Settlement Agreement. Accordingly, the Parties agree to negotiate the costs and terms of the Extended Warranties in accordance with the terms of the Settlement Agreement after the Effective Date in a timely manner to ensure such Extended Warranties are obtained, to the extent practicable, within 180 Days from the Operational Readiness Deadline of March 31, 2023.

32. LAWA will establish an allowance of \$900,000 from which LAWA will make payments to Developer for the Extended Warranties. As a condition to Developer’s purchase of the Extended Warranties, LAWA must provide Developer a task order confirming the total cost and required terms of the Extended Warranties. If the price of such Extended Warranties is expected to exceed this stated allowance, the Parties shall meet and work together in good faith to modify the terms of such Extended Warranties to reduce cost to fall within the allowance, or to seek an increase to the allowance by Change Order.

Extended Insurance Policies and Coverage

33. The Parties acknowledge that the Decoupling will extend the D&C Period beyond the Operational Readiness Date to the Non-O&M Facility Operational Readiness Date which, for a period of time, will be concurrent with the O&M Period. As a result of this extension of the D&C Period, the Agreement requires the D&C Work-related Developer-Provided Insurance Policy(ies) to be maintained until the D&C Period ends. With the O&M Period commencing prior to, and continuing concurrently with, the D&C Period, the LAWA-Provided Insurance Policy will be maintained in concurrency with the O&M Work and D&C

Work related Developer-Provided Insurance Policy. Due to these insurance policies being maintained concurrently, there may exist language within these insurance policies that conflict or otherwise could be problematic in the event of an insured occurrence. Accordingly, the Parties agree to confer with each other, and their respective insurers, to resolve and reconcile any conflicting or problematic language within the insurance policies no later than the Operational Readiness Date.

Escrow Requirements

34. As it relates to the IP Materials, Cost and Pricing Data associated with the D&C Work, and the Base Case Financial Model, the Parties agree that Developer has fulfilled its obligations and satisfied all requirements arising out of or related to the Agreement, whether written or implied, concerning making available or delivering to LAWA or depositing IP Materials and Cost and Pricing Data, into escrow, including but not limited to clause (o) of Exhibit 15E to the Agreement and Sections 4.8 and 21.5 of the Agreement. The Parties further acknowledge and agree that there is no obligation on Developer to maintain any such escrow during the O&M Period. The Developer may elect to identify an appropriate location for holding the Financial Model and any Replacement Financial Model that provides LAWA the same access provided under the Agreement. If the Developer elects, in its discretion, not to identify such a location, then Developer expressly consents that each Party shall, at all times, be entitled to hold copies of the most recent Financial Model and any Replacement Financial Model, and each shall exercise commercially reasonable efforts to protect confidential information included in the same.

References and Communications Protocol

35. The Parties acknowledge and agree that as it relates to the D&C Work, Developer's (specifically including PCL Construction Services, Inc. ("PCL")) performance of the Work and its obligations was diligent and fully satisfactory to LAWA and that the O&M Facilities were completed on time and the Project is being completed on time. Subject to Developer continuing timely performance of the Non-O&M Facilities Work, LAWA agrees that any references for Developer or PCL concerning the completion of the O&M Facilities or the ConRAC facility will confirm that such work was completed on time. Regarding communications with all internal and external stakeholders, including media and the public, regarding this Settlement Agreement and associated documents, Developer's

performance on the Project, or that may otherwise be reasonably expected to affect the Developer, no comments will be issued without review and approval by both the Developer (including, for clarity, the Developer Related Entities) and LAWA, and any media requests related to the above must be reviewed by both Parties with agreement on response before issuance. After the Effective Date, Developer will provide a draft holding statement, and supporting communications protocol, for review by LAWA.

O&M Work and Operations Work

36. The Parties acknowledge and agree that, notwithstanding the existence of any Non-Occupancy Period, from and after the Operational Readiness Deadline, LAWA shall meet its payment obligations pursuant to Sections 11.2 and 11.3 of the Agreement, as set out therein, in all cases subject to the amendments referenced in this Settlement Agreement, including as such amendments apply to the abatements, Noncompliance Deductions, Noncompliance Points or adjustments of any kind, as a result of the Decoupling and any Non-Occupancy.
37. The Parties acknowledge and agree that the janitorial scope of Variable O&M Work will be reduced to align with the needs of the Non-Occupied Areas, with costs calculated and payable on a month-to-month basis and subject to bids. The reduced janitorial scope will be as reflected in Table 4.2-2 set out in Appendix “D” to the Amendment (“**Reduced Janitorial Scope**”). Up to the end of each applicable Non-Occupancy Period for Non-Occupied Areas, where there is a non-performance issue, LAWA shall only levy penalties, assess O&M Noncompliance Points, O&M Noncompliance Deductions or take any other punitive actions, related to the janitorial scope, in accordance with the Amended O&M Noncompliance Occurrences Tables. O&M Noncompliance Points and O&M Noncompliance Deductions with respect to Occupied Areas shall be applied as provided for in the unamended Noncompliance Occurrence Table(s).
38. The Parties acknowledge and agree that the pest control scope of Variable O&M Work will need to be enhanced due to lack of vehicular and human traffic within the building. Such enhancements will include the exploration and addition of bird deterrent measures to the existing scope of work as reflected in the Technical Provisions, Part 3, Section 4.2.15 amendments set out in Appendix “D” to the Amendment. Any added costs for the enhanced bird deterrent plan shall be implemented in the future through a LAWA Change.

39. The Technical Provisions Part 2C, Section 4.2 contemplates that all Tenants will be occupying the ConRAC Facilities such that the Tenant familiarization period will end upon the earlier of (a) the Tenants collectively declaring themselves to LAWA sufficiently familiar with the ConRAC Facilities, or (b) 30 Days after the start of the Tenant familiarization period. Amendments required to address the impact of any Non-Occupancy Period are as set out in Appendix "D" to the DBFOM Agreement Amendment No. 001. The Parties acknowledge and agree that the costs attributable to Technical Provisions Part 2C, Section 4.2, as amended, following the end of the Tenant familiarization period shall be payable in the future through a LAWA Change.
40. The Parties acknowledge and agree that, during, and up to the end of, any Non-Occupancy Period, where there is a non-performance issue directly and solely caused by the Non-Occupancy, LAWA shall only levy penalties, assess Noncompliance Points, Noncompliance Deductions or take any other punitive actions related to the Developer's inability to fulfil its obligations under the following provisions set out in the Agreement:
- a. Section 6.7 – Interfacing Projects;
 - b. Exhibit 10 – Interface Obligations; and
 - c. Sections 8.1.1.4, 15.1 – 15.4, 15.8 solely as reflected in the relevant amendments set out in Appendix "D" to the DBFOM Agreement Amendment No. 001.

Waiver and Release

41. Except as otherwise specified in this Settlement Agreement, by signing this Settlement Agreement, each Party hereby releases the other, their agents, and assigns, from any claims, liens, allegations of wrongdoing, liabilities, set offs, losses, damages, fees, expenses, defenses, obligations or demands for any further extension of time, compensation, or other relief of any type, nature, or description, known or unknown, regardless of whether specifically allowed under the Agreement or specifically disallowed, including but not limited to, any further extension of time, adjustment to any Contract Deadline, entitlement to any Incremental Costs or Delayed Payment Compensation, or other "Delay" related issues and impacts, known or unknown, in case solely arising from or related to the matters particularized in and for which Developer was compensated for

by the D&C Change Order, for which this Settlement Agreement shall constitute full and final settlement. In addition, LAWA shall not allege or assess any D&C Noncompliance Deductions or take any other punitive actions against Developer related to any D&C Noncompliance Deductions arising out of or in connection with the obligations of Developer during the D&C Period, known or unknown, that predate the Effective Date irrespective of whether the Agreement prescribes such assessment thereof should occur after such Effective Date.

General Provisions

42. The Parties acknowledge and agree that:

- a. except in instances of direct duplication, any additional compensation or time agreed to in the context of addressing the Decoupling and any Non-Occupancy shall not preclude Developer from using the relief and change mechanisms set out in Articles 12 – 14, inclusive, of the Agreement.
- b. not all impacts of each Non-Occupancy are known or can be clearly articulated as at the Effective Date and the Parties shall negotiate and agree to appropriate relief under the Contract Documents if an issue not expressly contemplated in this Settlement Agreement arises.
- c. where the specific amendments required cannot be determined as at the Effective Date and have been generally identified herein, the Parties agree to the concepts and to engaging in detailed discussion to negotiate and agree to the required drafting to implement such concepts once a concrete assessment can be made as to the impacts of a Non-Occupancy on the specific provisions.

43. Where there is a conflict or inconsistency between the provisions of this Settlement Agreement and the provisions of the Contract Documents, the provisions of this Settlement Agreement shall govern.

44. The words “includes” and “including” shall not be deemed to be limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.

45. No provisions of the Agreement are amended except as expressly set out in this Settlement Agreement.
46. Other than as explicitly set out in this Settlement Agreement, any and all disputes, controversies, or claims arising out of this Settlement Agreement, including, without limitation, its enforceability, performance, breach, or validity shall be subject to Article 18 of the Agreement for resolution.
47. This Settlement Agreement may not be amended, restated, supplemented or otherwise modified except by an agreement in writing signed by duly authorized representatives of the Parties and stating on its face that it is intended to be an amendment, restatement, supplement or other modification, as the case may be, to this Settlement Agreement.
48. Except where provided otherwise in this Settlement Agreement, this Settlement Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Settlement Agreement.
49. This Settlement Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all of the Parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original, or electronic form.
50. The Parties agree that all communications, negotiations, and settlement discussions including the information and documentation shared during the course of the negotiation of this Settlement Agreement is and shall remain confidential pursuant to the Settlement Agreement, the Cal. Public Contract Code Section 9204, and Cal. Evidence Code Sections 703.5, 1115 -1128, 1152 and 1154.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed as of the date written above.

LAWA

By_____

Name:

Title:

Developer

By_____

Name:

Title:

Developer

By_____

Name:

Title:

EXHIBIT "A"
DBFOM AGREEMENT AMENDMENT NO. 001

See attached.

DBFOM AGREEMENT AMENDMENT NO. 001

THIS AMENDMENT TO THE CONTRACT DOCUMENTS FOR THE CONSOLIDATED RENT-A-CAR FACILITY, INCLUDING ALL EXHIBITS, APPENDICES AND INCORPORATIONS BY REFERENCE (the "**Amendment**") dated _____, 2022 (the "**Effective Date**") is made by and between the City of Los Angeles Department of Airports, known as Los Angeles World Airports ("**LAWA**") and LA GATEWAY PARTNERS, LLC ("**Developer**") (collectively the "Parties" and individually a "Party") and is Exhibit "A" to a settlement agreement dated as of the Effective Date between LAWA and the Developer (the "**Settlement Agreement**"). Capitalized terms used but not defined herein shall have the meanings assigned to them by Exhibit 1 to the Design-Build-Finance-Operate-Maintain Agreement between LAWA and the Developer dated as of November 6, 2018 (the "**Agreement**"), or as otherwise provided for, by the Contract Documents. Any capitalized terms used herein and not otherwise defined by the Contract Documents shall have the meanings ascribed to them in this Amendment and in the Settlement Agreement, as applicable.

WHEREAS:

A. This Amendment is made pursuant to Section 23.2 of the Agreement and is herewith incorporated by attachment to, and made part of, the Settlement Agreement as **Exhibit "A"**.

NOW WHEREFORE THIS WRITTEN INSTRUMENT AMENDS THE CONTRACT DOCUMENTS AS FOLLOWS:

1. Exhibit 1 (Definitions) of the Agreement is hereby amended and the following definitions are added thereto:
 - a. **Amended O&M Noncompliance Occurrences Tables** means Tables 2(a)-2, 2(b)-2, and 2(c)-2 to Exhibit 4C.
 - b. **Non-O&M Facility Concourse Way Operational Readiness** means the date on which:
 - (a) all prerequisites for Non-O&M Facility Operational Readiness have been met with respect to the Non-O&M Facilities within the area depicted as applicable to the Non-O&M Facility Concourse Way Operational Readiness Deadline in **Appendix "A"** attached hereto; and
 - (b) Developer has accommodated temporary access and egress from La Cienega Boulevard and Arbor Vitae Street as necessary to commence operations of the O&M Facilities.
 - c. **Non-O&M Facility Concourse Way Operational Readiness Deadline** means October 31, 2023.

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- d. **Non-O&M Facility Access Operational Readiness** means the date on which all prerequisites for Non-O&M Facility Operational Readiness have been met with respect to the Non-O&M Facilities within the area depicted as applicable to the Non-O&M Facility Access Operational Readiness Deadline in **Appendix “A”** attached hereto.
- a. **Non-O&M Facility Access Operational Readiness Deadline** means December 31, 2023, as such deadline may be extended from time to time pursuant to the Agreement and the Settlement Agreement.
- e. **Non-O&M Facility Operational Readiness Date** means the date on which:
 - (a) Developer has received Certificates of Non-O&M Facility Operational Readiness for each Non-O&M Facility, or the Independent Engineer determines that the outstanding Certificate(s) of Non-O&M Facility Operational Readiness have been unreasonably withheld;
 - (b) Developer has completed each of the conditions set forth in Exhibit 15E (Conditions to Operational Readiness) as applicable to all Non-O&M Facilities Work, except to the extent such items are included on the accepted Non-O&M Facilities Punch List; and
 - (c) Developer has completed the items of Work particularized in **Appendix “B”** to this Amendment.
- f. **Non-O&M Facility Operational Readiness Deadline** means March 31, 2024, as such deadline may be extended from time to time pursuant to the Agreement and the Settlement Agreement.
- g. **Non-O&M Facility Final Acceptance Date** means the date on which Developer has completed all D&C Work and has received Certificates of Non-O&M Facility Final Acceptance for each Non-O&M Facility or the Independent Engineer determines that the outstanding Certificate(s) of Non-O&M Facility Operational Readiness have been unreasonably withheld.
- h. **Non-O&M Facility Final Acceptance Deadline** means September 5, 2024, as such deadline may be extended from time to time pursuant to the Agreement and the Settlement Agreement.

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- i. **Non-O&M Long Stop Date** means 12 months after the Non-O&M Facility Operational Readiness Deadline, as such deadline may be extended from time to time under the Agreement and the Settlement Agreement.
 - j. **Non-Occupancy Period** means, for each Non-Occupied Area, an unknown period of time commencing on the day following the Operational Readiness Deadline and continuing until the earlier to occur of (i) such area being designated as an Occupied Area or (ii) Non-O&M Facility Operational Readiness is achieved. For clarity, there can be multiple Non-Occupancy Periods in relation to the facility.
 - k. **“Non-Occupied Area”** means each portion of the O&M Facilities that is not part of the Occupied Area until the conclusion of such area’s applicable Non-Occupancy Period.
 - l. **“Occupied Area”** means each Tenant Area that is occupied by at least one Tenant, as well as any portions of the Common Areas that are to be deemed occupied and utilized by such Tenants, as agreed between Developer and LAWA, together with any Tenant Areas or Common Areas previously so designated.
 - m. **“Tenant Area”** means each Exclusive Use Area of the O&M Facilities reflected in the color coded rows in Appendix A and the color coded spaces in Appendix B of the Tenant Area Layout Plans attached hereto as Appendix “E”.
2. The definition of “LAWA Utilities” within Exhibit 1 (Definitions) of the Agreement is hereby deleted in its entirety and amended as follows:

LAWA Utilities means the electricity associated with (a) the receptacles within the LAWA offices, LAWA IT Room and Airport Police Office, (b) equipment for which LAWA is responsible for operating and maintaining, including the equipment provided by the PARCS Party as described in Attachment 2 (Commitments and Deadlines) in Exhibit 10C (Interface Obligations – Consolidated Rent-a-Car Facility and Parking Access and Revenue Control System), (c) the Airport Employee Parking Area, and (d) electric vehicle charging stations (except those provided by Tenants, and (e) notwithstanding Section

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11.3.5 of the Agreement, the ConRAC Facilities during the period of time commencing thirty (30) days before the Operational Readiness Deadline and ending at 11:59 PM on the day immediately preceding the Operational Readiness

3. Section 16.1.1(c) of the Agreement is hereby deleted and replaced in its entirety with the following:

Developer fails to achieve Operational Readiness by the Long Stop Date or if Developer fails to achieve Non-O&M Facility Operational Readiness by the Non-O&M Long Stop Date;

4. Exhibit 15E (Conditions to Operational Readiness) of the Agreement is hereby deleted in its entirety and amended to read as follows:

The conditions to Operational Readiness are as follows:

(a) Developer has prepared and submitted a ConRAC Punch List in accordance with the Contract Documents and the Independent Engineer has approved such list;

(b) except for the Non-O&M Facilities Work and other items listed within **Appendix "B"** attached hereto, Developer has completed all D&C Work required for normal and safe operation and use of the ConRAC Facilities, provided that any D&C Work remaining to be performed is limited to (i) items included on the ConRAC Punch List approved by the Independent Engineer, and (ii) any other D&C Work that the Contract Documents contemplate will be performed after the Operational Readiness Date. No D&C Work scheduled for performance after the Operational Readiness Date shall require closure of any portion of the ConRAC Facilities except during regularly scheduled maintenance;

(c) except for those dependent upon completion of the Non-O&M Facilities Work, and other items listed within **Appendix "B"** attached hereto, all systems and equipment installed by or on behalf of Developer comply, in all respects, with applicable Laws and are operational and functional;

(d) excluding those dependent upon completion of the Non-O&M Facilities Work, and other items listed within **Appendix "B"** attached hereto, Developer has

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satisfactorily completed the performance demonstration requirements set forth in Part 2C, Section 3 (Performance Demonstration) of the Technical Provisions;

(e) [Intentionally Omitted.] ~~The Tenant familiarization period described in Part 2C, Section 4.2 (Tenant Familiarization Period) has concluded;~~

(f) [Intentionally Omitted.] ~~Developer has received Certificates of Non-O&M Facility Operational Readiness for each Non-O&M Facility or the Independent Engineer determines that the outstanding Certificate(s) of Non-O&M Facility Operational Readiness have been unreasonably withheld;~~

(g) except for those related to the Non-O&M Facilities Work, and other items listed within **Appendix “B”** attached hereto, all Submittals required by the Project Management Plan or Contract Documents to be submitted to, accepted by and/or approved by LAWA before Operational Readiness have been submitted to and accepted and/or approved by LAWA, as applicable;

(h) there exists no uncured Developer Default that is the subject of a notice, unless:

(i) Operational Readiness will affect its full and complete cure, or

(ii) with respect to a non-monetary Developer Default relating to an obligation that does not constitute a condition to Operational Readiness under other provisions of this Exhibit 15E, (A) Developer has a right to cure and is diligently pursuing cure within the applicable cure period or (B) Collateral Agent has a right to cure and is diligently pursuing cure within the applicable cure period specified in any Direct Agreement; provided, however, that the Collateral Agent's and Developer's respective cure periods shall be deemed to run concurrently, and not serially, for purposes of this condition to Operational Readiness;

(i) except for those related to the Non-O&M Facilities Work and other items listed within **Appendix “B”** attached hereto, Developer has delivered to LAWA all documents and other evidence of warranties under Section 6.12 (Warranties) of the Agreement;

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(j) except for those related to the Non-O&M Facilities Work and other items listed within **Appendix “B”** attached hereto, Developer demonstrates to LAWA’s reasonable satisfaction that Developer has acquired and properly stored, or arranged for immediate availability, or incorporated into its Asset Management Plan, service vehicles, a reasonable inventory of all spare parts, spare components, spare equipment, tools, materials, commodities (including fuel, windshield washer fluid and motor oil), expendables and consumables necessary for operation and maintenance of the Project during the O&M Period as identified in the O&M Management Plan;

(k) except for those dependent on the Non-O&M Facilities Work and other items listed within **Appendix “B”** attached hereto, Developer has:

(i) completed training of operations and maintenance personnel in accordance with Part 3, Section 3.5.2 (Training Program) of the Technical Provisions;

(ii) delivered to LAWA a certificate, in form acceptable to LAWA, executed by Developer that it and its Contractors are staffed with such trained personnel and are ready, willing and able to operate and maintain the Project in accordance with the terms of the Contract Documents, and the Settlement Agreement and including the O&M Management Plan;

and

(iii) delivered to LAWA training records evidencing compliance with training requirements including copies of course completion certificates issued to each of the subject personnel;

(l) except for those related to the Non-O&M Facilities Work and other items listed within **Appendix “B”** attached hereto, Developer has received, and paid all associated fees for, all applicable Governmental Approvals (excluding LAWA-Provided Approvals) and other third party approvals required for use and operation of the Project; such Governmental Approvals and other third party approvals are in full force and effect, there exists no uncured material violation of the terms of any such Governmental Approval or other third party approvals; and all such Governmental Approvals are in final form and are not subject to appeal;

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(m) all Developer-Provided Insurance Policies required under the Agreement to be in effect during the O&M Period pursuant to Exhibit 7 (Insurance Requirements) (excluding insurance for capital asset replacement work) have been obtained and are in full force and effect and Developer has delivered to LAWA verification thereof as required under Section 10.1.2.4(a) of the Agreement;

(n) any performance security required under Section 10.2.2 (Operations and Maintenance Security) of the Agreement for the O&M Period has been obtained, has been delivered to LAWA and is in full force and effect;

(o) Developer has provided evidence that (i) all IP Materials required at or prior to Operational Readiness have been delivered to LAWA or deposited into IP Escrow(s) in accordance with Section 21.5 (Intellectual Property Escrows) of the Agreement and (ii) all Cost and Pricing Data required to be provided at or before Operational Readiness under Section 4.8 (Escrow of Financial Model and Cost and Pricing Data) of the Agreement has been delivered to LAWA;

(p) except for those related to the Non-O&M Facilities Work and other items listed within **Appendix "B"** attached hereto, Developer has demonstrated compliance with all verification requirements in accordance with Part 2C, Section 2 (Compliance Verification) of the Technical Provisions;

(q) Developer has submitted approvals, as applicable, to LAWA, from each applicable Authority Having Jurisdiction other than the temporary or final Certificates of Occupancy and/or other;

and

(r) excluding those dependent upon completion of the Non-O&M Facilities Work and other items listed within **Appendix "B"** attached hereto, Developer has fully implemented the Testing and Commissioning Plan described in Part 2C, Section 2.4.1 (Testing and Commissioning Plan) of the Technical Provisions and the Operational Readiness Plan described in Part 2C, Section 4.1 (Operational Readiness Plan) of the Technical Provisions.

5. Exhibit 15F (Conditions to Final Completion) is hereby deleted in its entirety and amended to read as follows:

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The conditions to Final Completion are:

(a) the Independent Engineer has issued a Certificate of Operational Readiness;

(b) except for the Non-O&M Facilities Work and other items listed within **Appendix "B"** attached hereto, all D&C Work has been completed, including completion of all approved Punch List items;

(c) except for those related to the Non-O&M Facilities Work and other items listed within **Appendix "B"** attached hereto, the D&C Limits and any Temporary Areas have been cleaned of all surplus and discarded materials, spilled materials, excess materials left deposited on the permanent Work as a result of the D&C Work, falsework, and rubbish and temporary structures and buildings, placed thereon by Developer-Related Entities, and have been restored in accordance with Part 2A, Section 16.1 (Management, Maintenance and Demolition) of the Technical Provisions;

(d) except for those related to the Non-O&M Facilities Work and other items listed within **Appendix "B"** attached hereto, Developer has delivered, and LAWA has accepted, all Submittals required as conditions precedent to Final Completion in accordance with the Contract Documents;

(e) if any Authority Having Jurisdiction requires any form of certification of design, engineering or construction with respect to the Project or any portion thereof, including any certifications from the Engineer of Record and architect of record for the Project, except for those related to the Non-O&M Facilities Work, and other items listed within **Appendix "B"**, Developer has caused such certificates to be executed and delivered and has concurrently issued identical certificates to LAWA;

(f) except for the Non-O&M Facilities Work and other items listed within **Appendix "B"** attached hereto, all D&C Work that Developer is obligated to perform for, or on behalf of, Third Parties and Utility Owners has been accepted by such Third Parties and Utility Owners (or by LAWA for, or on behalf of, such Third Parties and Utility Owners), as provided under the Contract Documents, and Developer has paid for all work performed by

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Third Parties that Developer is obligated to pay for, other than disputed amounts, and Developer has delivered a certificate to LAWA certifying same;

(g) Developer has provided evidence that (i) all IP Materials required at or prior to Final Completion have been delivered to LAWA or deposited into IP Escrow(s) in accordance with Section 21.5 (Intellectual Property Escrows) of the Agreement and (ii) all Cost and Pricing Data required to be provided at or before Final Completion under Section 4.8 (Escrow of Financial Model and Cost and Pricing Data) of the Agreement has been delivered to LAWA;

(h) there exist no uncured Developer Defaults that are the subject of a notice, or with the giving of notice or passage of time, or both, could give LAWA the immediate right to terminate under Section 17.3.1 (Developer Defaults Triggering LAWA Termination Rights) of the Agreement except for (i) any Developer Default for which Final Completion will effect full and complete cure or for which corrective work is proceeding under the warranty provisions of the Agreement or (ii) any Developer Default relating to the O&M Work if Developer has a right to cure and is diligently prosecuting such cure;

(i) except for those related to the Non-O&M Facilities Work and other items listed within **Appendix "B"** attached hereto, Spare parts and equipment, and consumables have been stocked to the levels specified in Part 3, Sections 3.9.1 (Spare Parts and Equipment, and Consumables) and 4.2.6 (QTA Systems) of the Technical Provisions;

(j) except for those related to the Non-O&M Facilities Work and other items listed within **Appendix "B"** attached hereto, Developer has submitted and LAWA has accepted a complete set of the As-Built Documents for the Project;

(k) ~~[Intentionally Omitted.] Developer has received Certificates of Non-O&M Facility Operational Readiness and Certificates of Non-O&M Facility Final Acceptance for each Non-O&M Facility or the Independent Engineer determines that the outstanding Certificate(s) of Non-O&M Facility~~

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~~Operational Readiness and/or Certificate(s) of Non-O&M Facility Final Acceptance have been unreasonably withheld;~~

(l) except for those related to the Non-O&M Facilities Work and other items listed within **Appendix “B”** attached hereto, Developer has submitted satisfactory evidence to LAWA that all Contractors, payrolls, bills for materials and equipment and other indebtedness connected with the Construction Work have been paid or otherwise satisfied; and

(m) except for those related to the Non-O&M Facilities Work and other items listed within **Appendix “B”** attached hereto, Developer has submitted to LAWA the Final Subcontracting Report.

6. Section 7.1 of the Agreement shall be amended to add the following:

(k) expeditiously and diligently progress performance of the Non-O&M Facilities Work with the goal of achieving Non-O&M Facility Concourse Way Operational Readiness by the Non-O&M Facility Concourse Way Deadline, Non-O&M Facility Access Operational Readiness by the Non-O&M Facility Access Operational Readiness Deadline, and Non-O&M Facility Operational Readiness by the Non-O&M Facility Operational Readiness Deadline; and

(l) ensure that, as of the Non-O&M Facility Operational Readiness Date, the D&C Work associated with each Non-O&M Facility shall be free of Defects, including design defects, errors and omissions, except as may be set out in the Non-O&M Facilities Punch List.

7. The below definitions found in Exhibit 1 (Definitions) of the Agreement are hereby deleted and replaced in their entirety with the following:

- a. **Contract Deadline** means the APM ConRAC Station Turnover Deadline, Operational Readiness Deadline, Long Stop Date, The Non-O&M Facility Concourse Way Operational Readiness Deadline, the Non-O&M Facility Access Operational Readiness Deadline, the Non-O&M Facility Operational Readiness Deadline, the Non-O&M Facility Final Acceptance Deadline, and the Non-O&M Long Stop Date, as the context may require, and “Contract Deadlines” means the APM ConRAC Station Turnover Deadline, Operational Readiness Deadline, Long Stop Date, The Non-O&M Facility Concourse Way Operational Readiness

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Deadline, the Non-O&M Facility Access Operational Readiness Deadline, the Non-O&M Facility Operational Readiness Deadline and the Non-O&M Long Stop Date, collectively.

- b. **D&C Period** means that portion of the Term that commences on the Effective Date and ends at 11:59 p.m. on the day immediately preceding the Operational Readiness Date or the Non-O&M Facility Operational Readiness Date, whichever occurs later.

- 8. The following clauses are added to the definition of "LAWA-Caused Event" found in Exhibit 1 (Definitions) of the Agreement:

- (i) Failure of any Authority Having Jurisdiction or Governmental Entity to provide a B-Permit necessary for commencement of all the Non-O&M Facilities Work, by January 31, 2023.
- (j) Any delay, suspension, termination, interruption, modification, denial or failure to obtain or non-renewal of any Governmental Approval for reasons arising out of or related to the incompleteness of: (1) Project related Utility connections to Utilities outside the O&M Limits; or (2) the Non-O&M Facilities.
- (k) Developer is prevented, interrupted, impeded, restricted, suspended, stopped, or delayed, including by direction, instruction or order, given by LAWA, an Authority Having Jurisdiction, or other Governmental Entity, or any representative thereof, from performing the Non-O&M Facilities Work above, adjacent to, or in the vicinity of the existing transite water line along La Cienega Boulevard and Arbor Vitae Street (Utility ID Nos. LA-02-W and LA-04-W per CD-1.14), whether the Utility is in service, out of service, or after such Utility is abandoned by capping both (two) ends with concrete.

- 9. Section 4.8.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

The Parties acknowledge that the Cost and Pricing Data has been placed into escrow as provided in Section 7.9 (Cost and Pricing Data) of the ITP. Concurrently with approval of each Change Order or other amendment to the Contract Documents, Developer shall deposit in the Cost and Pricing Data escrow one copy of all documentary information used by Developer in connection with pricing for the Change Order or other amendment, including quotations from Contractors.

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Notwithstanding the foregoing, because Prolog was used by the Parties for Project related document transmission, Developer shall not be required to establish the Cost and Pricing Data escrow, and therefore, Developer shall not be required to use, or deposit anything into escrow beyond what has already been deposited as provided for in Section 7.9 of the ITP.

10. Section 7.9.2 of the Agreement is hereby amended by adding Section 7.9.2.6 as follows:

If Developer has not received Certificates of Non-O&M Facility Operational Readiness for each Non-O&M Facility in a timely manner and Developer submits to the Independent Engineer that it believes the outstanding Certificate(s) of Non-O&M Facility Operational Readiness are being unreasonably withheld, the Independent Engineer shall determine if it agrees with Developer in this regard, and in the case that the Independent Engineer does concur with Developer, it shall issue the outstanding Certificate(s) of Non-O&M Facility Operational Readiness;

11. Section 7.9.3 of the Agreement is hereby amended by adding Section 7.9.3.7 as follows:

If Developer has not received Certificates of Non-O&M Facility Final Acceptance for each Non-O&M Facility in a timely manner and Developer submits to the Independent Engineer that it believes the outstanding Certificate(s) of Non-O&M Facility Final Completion are being unreasonably withheld, the Independent Engineer shall determine if it agrees with Developer in this regard, and in the case that the Independent Engineer does concur with Developer, it shall issue the outstanding Certificate(s) of Non-O&M Facility Final Acceptance;

12. Section 10.2.1 of the Agreement is hereby amended by adding Section 10.2.1.3 as follows:

Following Operational Readiness until the Non-O&M Facility Operational Readiness Date, the Performance Bond and Payment Bond maintained by the Developer shall each be in an aggregate value of no less than thirty-two million dollars (\$32,000,000). All other requirements with respect to the Performance Bond and Payment Bond shall remain unchanged.

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13. Section 14.1.3 of the Agreement is hereby deleted in its entirety and amended to read as follows:

Subject to the provisions of this Article 14 and any limitations and exceptions expressly provided in the Agreement and in the Settlement Agreement, if a Relief Event Delay occurs during the D&C Period (including, for clarity, that portion of the D&C Period that overlaps with the O&M Period), Developer is entitled to an extension of:

- (a) the APM ConRAC Station Turnover Deadline, solely to the extent that the Relief Event Delay delays achievement of APM ConRAC Station Turnover beyond the then current APM ConRAC Station Turnover Deadline;
- (b) the Operational Readiness Deadline, solely to the extent that the Relief Event Delay delays achievement of Operational Readiness beyond the then current Operational Readiness Deadline; and
- (c) the Long Stop Date, commensurate with the extension of the Operational Readiness Deadline pursuant to Section 14.1.3(b);
- (d) The Non-O&M Facility Concourse Way Operational Readiness Deadline, solely to the extent that the Relief Event Delay delays achievement of Non-O&M Facility Concourse Way Operational Readiness beyond the then current Non-O&M Facility Concourse Way Operational Readiness Deadline;
- (e) the Non-O&M Facility Access Operational Readiness Deadline, solely to the extent that the Relief Event Delay delays achievement of Non-O&M Facility Access Operational Readiness beyond the then current Non-O&M Facility Access Operational Readiness Deadline;
- (f) the Non-O&M Facility Operational Readiness Deadline, solely to the extent that the Relief Event Delay delays achievement of Non-O&M Facility Operational Readiness beyond the then current Non-O&M Facility Operational Readiness Deadline;
- (g) the Non-O&M Facility Final Acceptance Deadline, solely to the extent that the Relief Event Delay delays achievement of Non-O&M Facility Final Acceptance beyond the then current Non-O&M Facility Final Acceptance Deadline; and

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(h) the Non-O&M Long Stop Date, commensurate with the extension of Non-O&M Facility Operational Readiness Deadline pursuant to Section 14.1.3(d).

14. The first paragraph of Section 14.1.5 is amended to read as follows:

Subject to the provisions of this Article 14 and any limitations and exceptions expressly provided in this Agreement, if, prior to the Operational Readiness Date ~~during the D&C Period~~, a Compensation Event results in a Relief Event Delay, Developer is entitled to Delayed Payment Compensation as follows:

15. Section 14.1.6 of the Agreement shall be amended to add the following new subsection 14.1.6.6:

14.1.6.6 Specific Provisions Applicable to Certain LAWA-Caused Delays

- (a) Developer's entitlement to extension of Contract Deadlines and any Compensation Amount in connection with the occurrence of a LAWA-Caused Event under paragraph (i) of the definition thereof shall be limited as provided for in this section.
- (b) If the Governmental Approvals referred to in paragraph (i) of the definition of LAWA-Caused Event any Compensation Amount payable to the Developer shall be at the applicable daily rate for such time extension as set forth in the D&C Change Order.
- (c) Developer shall submit a Change Proposal for such Relief Event Delay(s) and LAWA waives any requirement of the Contract Documents to provide a Relief Event Notice or a Relief Event Claim.
- (d) Notwithstanding the foregoing in this paragraph, the Parties also agree LAWA shall only be obligated to pay the applicable daily rate set forth in the D&C Change Order for the Relief Event Delay attributable to this LAWA-Caused Event (clause (i) as added by the this Amendment).
- (e) Provided that such Governmental Approvals are received no later than March 31, 2023, Developer shall not be entitled to any extension of Contract Deadlines, but shall nevertheless be paid compensation at the applicable daily rate for each day of Relief Event Delay after January 31, 2023. If such

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Governmental Approvals are received after March 31, 2023, Developer shall be entitled to an extension of Contract Deadlines under Section 14.1.3 for each after March 31, 2023 until the B-Permit is received, in addition to the Compensation Amount as provided at the daily rate above.

16. Section 15.1 of the Agreement shall be amended to add the following new subsection 15.1.2:

15.1.2 Until the end of each applicable Non-Occupancy Period, with respect to Developer's obligations in Non-occupied Areas, failures in performance shall be subject only to O&M Noncompliance Deductions in accordance with the Amended O&M Noncompliance Occurrences Tables in Exhibit 4C. With respect to Developer's obligations in Occupied Areas, O&M Noncompliance Deductions shall be applied as provided for in the Noncompliance Occurrence Table(s) in accordance with this Article 15 and Exhibit 4C.

17. Section 16.1.1(c) of the Agreement is hereby deleted in its entirety and amended to read as follows:

Developer fails to achieve Operational Readiness by the Long Stop Date or fails to achieve Non-O&M Facility Operational Readiness by the Non-O&M Long Stop Date.

18. Section 17.2.1 (a) of the Agreement is hereby deleted in its entirety and amended to read as follows:

(a) (i) the Notice of Conditional Termination is delivered before the Non-O&M Facility Operational Readiness Date; (ii) as a direct result of the Extended Delay Event Developer is unable to perform all or substantially all of its obligations under the Contract Documents for a period of 180 consecutive days or more; and (iii) such inability to perform its obligations is not attributable to a concurrent non-Extended Delay Event; or

19. Section 17.3.2.1(a) of the Agreement is hereby amended to replace the reference to "Operational Readiness Date" in the initial clause thereof with "Non-O&M Facility Operational Readiness Date".

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20. The definition of “D&C Work Value” in Exhibit 1 (Definitions) of the Agreement shall be amended and restated in its entirety with the following:

“D&C Work Value means an amount equal to the D&C Contract Amount minus each of the following: (a) the total amount of any D&C Noncompliance Deductions (whether or not previously deducted from Milestone Payments); (b) the Cost to Complete; (c) the amount of any D&C Payments paid to Developer (without considering any D&C Noncompliance Deductions) prior to the Early Termination Date; and (d) if any Availability Payments have been paid by LAWA to Developer prior to the Early Termination Date, the total amount of Project Debt that is reflected in the Financial Model to have been paid with proceeds of such Availability Payments.”

21. The first paragraph of Section 17.3.2.1 (b) of the Agreement is hereby deleted in its entirety and amended to read as follows:

if termination occurs on or after the Operational Readiness Date, Developer will be entitled to compensation of those amounts due under Section 17.3.2.1(a) plus amounts equal to the amount calculated at the Early Termination Date (without double-counting) as follows:

22. Part 2A, Section 14.4.2 of the Technical Provisions is hereby deleted in its entirety and amended to read as follows:

A. Developer shall establish a local area Project Management Office, and maintain such office until June 30, 2023, from which to manage, direct and administer the design and construction of the Project. In addition, Developer shall establish no less than one other temporary, field office (the Project Construction Management Office) for purposes of housing onsite construction administration and inspection services.

B. LAWA personnel will co-locate with Developer at both the Project Management Office until June 30, 2023 and the Construction Management Office for the duration of the D&C Period. Developer shall provide temporary facilities for LAWA's needs in accordance with the Contract Documents.

23. Part 2A, Section 14.4.3 of the Technical Provisions is hereby deleted in its entirety and amended to read as follows:

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A. Developer shall provide and manage fully outfitted, furnished and sufficiently networked office spaces for accommodating both Developer's and LAWA's personnel including, at a minimum, the provision of required insurance, lease agreements, utility connections, utility service, internet service, maintenance, janitorial, security and other services necessary to provide lighting, heating, power, water and sanitation in these required temporary facilities. All office furnishings shall be new when the office is first equipped, and shall be maintained in good working order. This requirement for, or related to, the Project Management Office terminates on June 30, 2023.

B. Until June 30, 2023, Developer shall provide temporary, offsite parking facilities, including shuttle vans and transport services, sufficient for the number of individuals assigned to these temporary facilities (office locations) plus accommodation for visitor parking.

C. Developer shall insure against and be liable for loss or casualty to LAWA and visitor parking as a result of fire, theft, malicious acts, and other human activity or related causes at these temporary facilities. This requirement for, or related to, the Project Management Office terminates on June 30, 2023.

D. Fixtures, equipment, systems, and appurtenances furnished by Developer for use by LAWA shall remain intact and be returned to Developer as Developer's property no more than 45 Days after the Operational Readiness Date.

E. Heating and air conditioning of sufficient capacity and zoning shall be provided to adequately control room temperatures at all times. In the event that temperature is not within an acceptable range, regardless of cause, for more than two hours, Developer shall take necessary measures (including temporary cooling) to restore temperature within two hours to an acceptable range of room temperatures as LAWA may determine. This requirement for, or related to, the Project Management Office terminates on June 30, 2023.

F. Developer shall provide integral sanitary facilities within these temporary offices exclusively for the use of office personnel. Such sanitary facilities shall include a flushing water closet and lavatory with hot and cold potable water. Developer shall

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obtain sanitary sewer permit and provide connection to public sanitary sewer if the permitting agency so requires. Each restroom shall be suitably equipped with liquid soap dispensers, toilet paper dispensers, toilet seat cover dispenser, paper towel dispensers, paper waste receptacles, industrial-grade first aid kits with eyewash stations, all furnished with continuous, ongoing supply of associated consumable restroom and janitorial products. Separate restrooms shall be provided for each gender. Developer shall provide cleaning of the restrooms and employee break room wet counters twice weekly. This requirement for, or related to, the Project Management Office terminates on June 30, 2023.

G. Developer shall provide kitchen facilities in these temporary offices, including microwave oven, refrigerators that produce ice cubes, a source of purified drinking water, and coffee / tea machines. This requirement for, or related to, the Project Management Office terminates on June 30, 2023.

H. The Project Management Offices and the Construction Management Offices described herein may not necessarily be provided at different locations. This requirement for, or related to, the Project Management Office terminates on June 30, 2023.

I. The space for LAWA shall be furnished and equipped in good and serviceable condition, at least of the same quality as Developer's counterpart staff space. This requirement for, or related to, the Project Management Office terminates on June 30, 2023.

J. Developer shall be responsible for disposal or removal of all LAWA office facilities and any Site restoration following closure of the offices. This requirement for, or related to, the Project Management Office terminates on June 30, 2023.

24. Part 2A, Section 14.4.6 of the Technical Provisions is hereby deleted in its entirety and amended to read as follows:

Developer shall adhere to LAWA IT Standards and provide LAWA with continuous access to and shall maintain, at a minimum, trouble-free operation of the following systems and equipment at these temporary PM (until June 30, 2023) and CM offices:

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1. High-speed Wi-Fi internet connection with minimum 250 Mbps download/250 Mbps upload with static IP address;
 2. Minimum of two Network connected color printer/scanner/copier/fax, minimum 600 dpi and 60 pages per minute, staple, duplex and paper handling up to 11"x17", scanning and emailing;
 3. CISCO VOIP Network telephone system for each office, desk, cubicle and conference room including remotely accessible voicemail per LAWA IT Standards;
 4. Computer network wiring for every office, desk and conference room to support one or more LAWA-provided file servers (intended for LAWA's dedicated use) as well as all other networked devices;
 5. Desk/workstation with lockable drawers, two-drawer file cabinet, OSHA-approved desk chair and visitor chair(s) in each work location; and
 6. White board in each office and conference room.
25. Because the APM Party has not completed its work respecting the guideway fiber service, concerning Part 2B, Section 18.1 of the Technical Provisions, Developer shall, to the extent practicable, use the AT&T fiber service to satisfy the requirements.
26. Because the APM Party has not completed its work respecting the public announcement system, Part 2B, Section 19.2(F) of the Technical Provisions is hereby deleted in its entirety and replaced with the following:
- Emergency communications system(s) installed throughout the ConRAC Facilities shall comply with NFPA 72. The APM Party shall ensure that the emergency communications system(s) previously installed throughout the ConRAC Facilities interface with other public address systems in the ConRAC Facilities, to ensure that an appropriate order of precedence for emergency announcements is maintained for all such messaging systems. This interface completed by the APM Party shall include the public address and messaging system in the APM ConRAC Station provided by the APM Party.
27. Because the APM Party has not completed its work respecting the guideway fiber service, Part 2B, Section 19.2(G) of the Technical Provisions is hereby deleted in its entirety and replaced with the following:

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The APM Party shall ensure the ConRAC Facilities and APM Operating System fire alarm and intercommunication systems communicate with the LAWA Airport Response Command Center to provide LAWA with full-scale, real-time, and uninterrupted monitoring of the ConRAC Facilities fire alarm systems. The APM Party shall coordinate with LAWA for required interface and Emergency protocols.

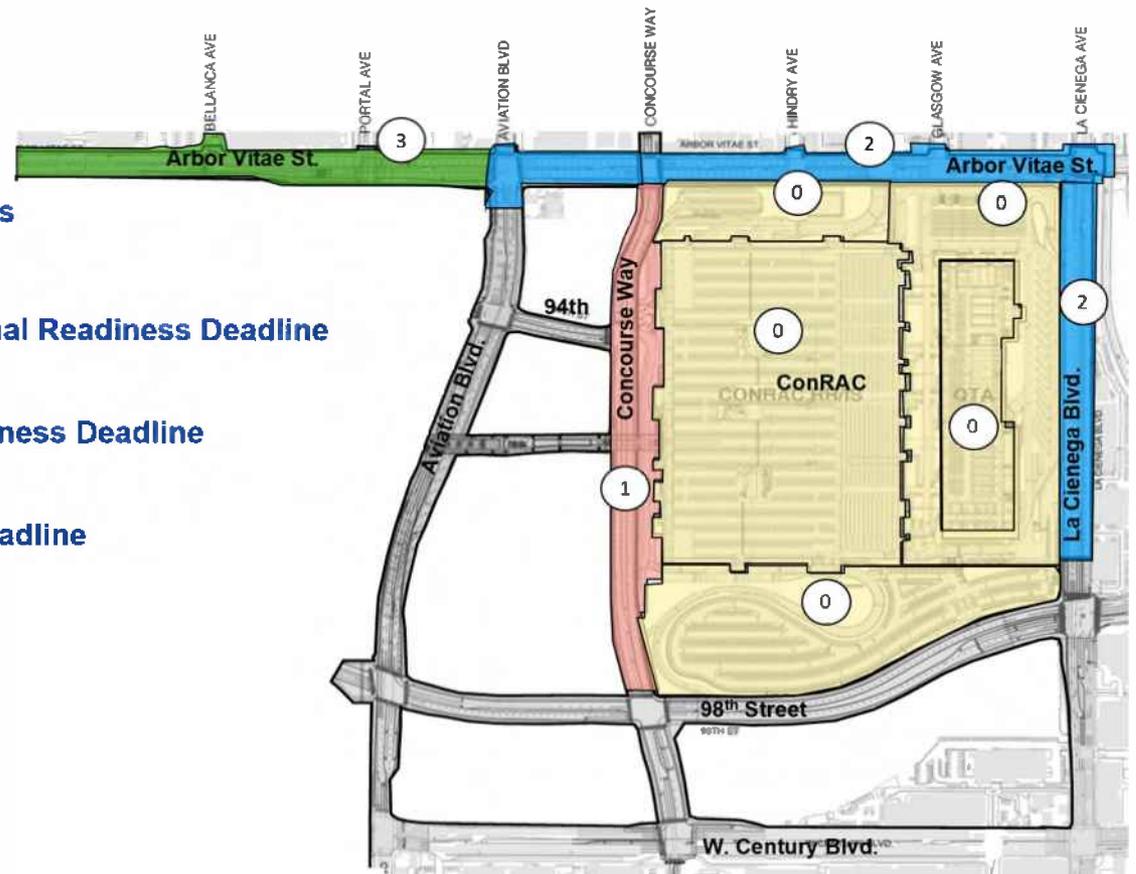
28. Upon achievement of Operational Readiness, the D&C Limits depicted in CD 1.09 and CD 1.10 of the Part 5 of the Technical Provisions and as amended by Change Order No. 003 (O&M Limits remain unchanged), are hereby deleted in their entirety, and replaced with **Appendix "C"** attached hereto, which provides the necessary revised D&C Limits.
29. Additional amendments to the Contract Documents, specifically and solely relating to the O&M Period, including the O&M Work and the Operations Work, are set out in **Appendix "D"** attached hereto. For clarity, the amendments to the Contract Documents reflected in this Amendment, but not situated within Appendix "D", are applicable during the O&M Period to the extent of their relevance to, and/or impact on, the O&M Work and the Operations Work.
30. In the event there is a conflict, inconsistency, or incongruity between the terms and conditions of the Agreement and this Amendment, the provisions of this Amendment, including but not limited to the amendments to Exhibit 15E (Conditions to Operational Readiness) and Exhibit 15F (Conditions to Final Completion) herein, shall govern and control, and the other provisions of the Agreement are to be interpreted in a manner giving full force and effect to this Amendment. The Parties have attempted to incorporate herein all amendments necessary to give full force and effect to the intent of this Amendment as set forth in the Recitals above and agree to negotiate in good faith any subsequent amendments, if necessary, to correct or clarify any conflict or incongruity in the terms of the Agreement as required to conform to the agreements between the Parties as expressed in this Amendment.
31. The Parties agree to provide the Independent Engineer (the "IE") with a copy of this Amendment and LAWA agrees to instruct the IE to issue the Certificate of Operational Readiness upon Developer satisfying the conditions set forth in Exhibit 15E to the Agreement, as amended herein, for the O&M Facilities and the Certificate of Final Completion upon Developer satisfying the conditions set forth in Exhibit 15F to the Agreement for the O&M Facilities.

DBFOM AGREEMENT AMENDMENT NO. 001

32. If an amendment to the contract between the IE, LAWA and Developer is required, including an increase in the contract value set out in the Agreement arising from the amendments herein, LAWA shall bear the cost.
33. The Operational Readiness Deadline remains as March 31, 2023.
34. Any additional schedule impact due to hindrances, disruptions, impediments, or interferences that are beyond the control of the Developer and affect the performance of the Non-O&M Facilities Work, the O&M Work, or the Operations Work, which (i) is attributable to or arises from the Extra Work, additional scope of work, or services or work-around measures arising from the amendments made within the Settlement Agreement and its associated documents, (ii) was not considered in this Amendment, and (iii) is not original scope of Work that could have been reasonably anticipated by Developer, shall be considered by the Parties as a Compensation Event, namely, a LAWA Change and entitle Developer to additional time and costs arising therefrom. Notwithstanding the foregoing in this paragraph, as a condition precedent to Developer receiving relief for this Compensation Event, it must follow the process prescribed by Article 13 (Relief Event Process) of the Agreement.
35. The Parties expressly agree that any issue, Extra Work, additional scope of work or services or work-around measures arising from, or attributable to, the amendments made within the Settlement Agreement and its associated documents, and not already expressly included in the direct work within the D&C Change Order herein, which causes or requires other work to be performed by Developer, for example Utility Adjustments, or removal of roadway structure below or beyond the mill and overlay, or that impede, hinder, or interfere with Developer obtaining approval(s) from any Authority Having Jurisdiction or Governmental Entity, including obtaining a temporary or final Certificate of Occupancy, shall constitute a LAWA Change and a Compensation Event under the Contract Documents and Developer shall be entitled to compensation and other relief determined in accordance with the Contract Documents.”.

Appendix "A"

- 0 ConRAC O&M Facility Operational Readiness
[Completion: 3/31/23 (per original milestone)]
- 1 Non-O&M Facility Concourse Way Operational Readiness Deadline
[Completion: 10/31/23]
- 2 Non-O&M Facility Access Operational Readiness Deadline
[Completion: 12/31/23]
- 3 Non-O&M Facility Operational Readiness Deadline
[Completion: 03/31/24]

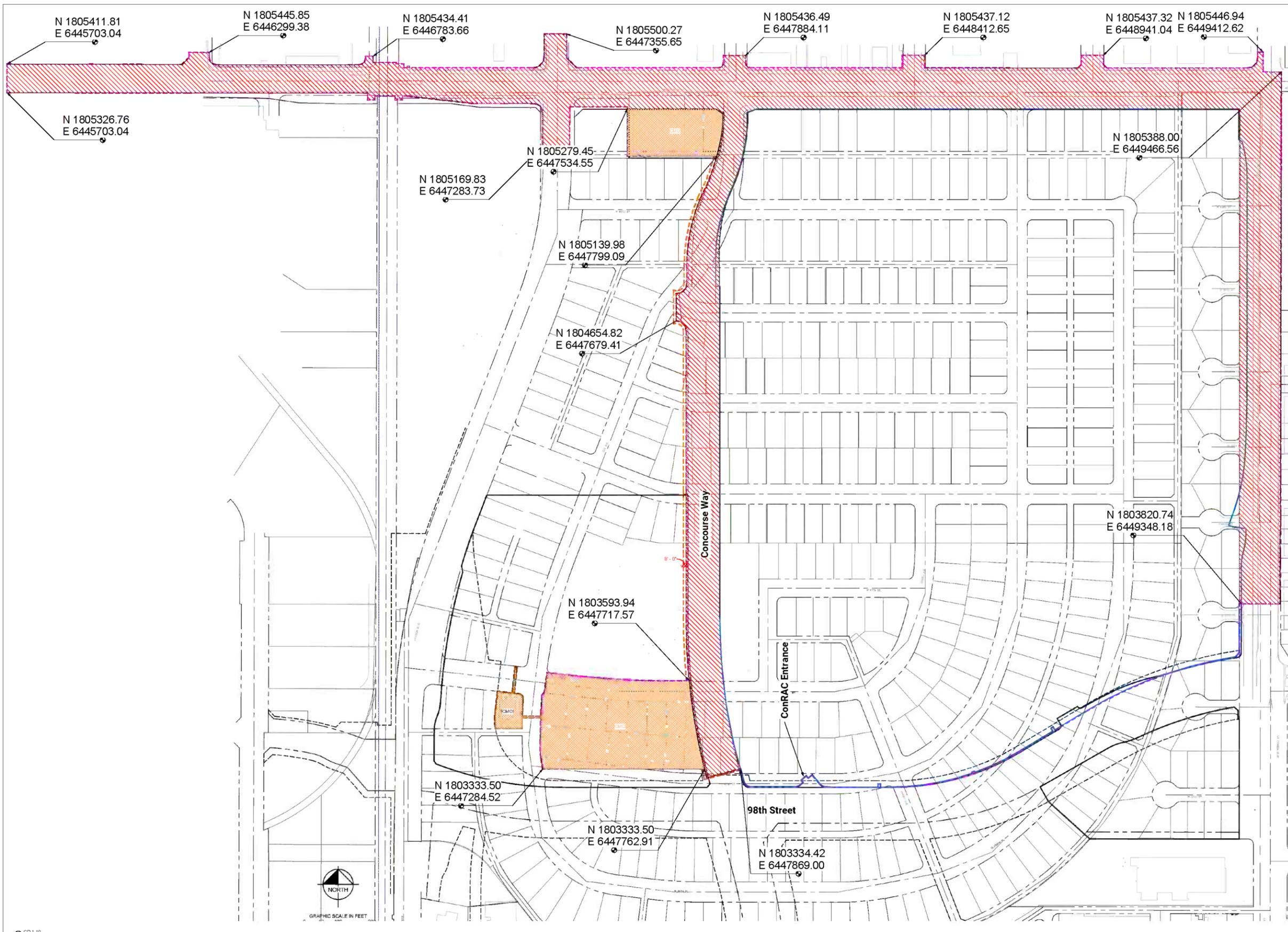


Appendix “B”

1. All Work previously identified within Change Proposals submitted to LAWA prior to the Effective Date as to be completed after Operational Readiness or as set forth to be omitted as a condition precedent to achieving Operational Readiness or a Contract Deadline.
2. All Work attributable to Directive Letter No. 71.
3. The lights to be furnished and installed on the barrier wall within the ConRAC APM Station.
4. Because of the delay to the installation of the fiber optic backbone into the ConRAC Facilities from the APM Guideway (the “Guideway Fiber”), all requirements for connection to, or testing, associated with the Guideway Fiber, shall be deleted from the Contract Documents.
5. Furnishing, installing, testing and commissioning of the wireless LAN system and the LAWA network, including but not limited to, the wireless access point controllers, network and core switches, and chassis and other systems on the LAWA Network.

Appendix “C”

Attached.



THIS DRAWING IS FOR THE SOLE USE OF ANY PCL OPERATING COMPANY, OR ANY PCL JOINT VENTURE COMPANY. IT IS NOT TO BE USED, ALTERED OR REPRODUCED WITHOUT THE WRITTEN PERMISSION OF THE PCL FAMILY OF COMPANIES.

- KEY**
- LAGP Contract D&C Limits
 - O&M Limit
 - Non-O&M Facilities Work Area
 - CMO LOT

REV	Date	By	Description
SCALE: As indicated			
PLOT DATE & TIME: 1/27/2023 4:54:09 PM			
DESIGN BY: Designer			
DRAWN BY: Author			
CHECKED BY: Checker			
ConRAC			
5440 W 98th St Los Angeles CA 90045 CD 1.10			

LAGP D&C

Appendix “D”

SECTION 16.6.1 IS AMENDED AS FOLLOWS:

16.6.1 Subject to Section 16.6.2, to the maximum extent allowed by Law, neither Party shall be liable to the other for punitive damages or indirect, incidental or consequential damages relating to this Agreement. This limitation shall apply to actions brought under any theory of law, including actions in tort (including negligence) as well as in contract. For absolute clarity, during any Non-Occupancy Period, no additional costs being claimed by Developer on account of such non-occupancy, shall be classified as punitive damages or indirect, incidental or consequential damages pursuant to this Section 16.6.1.

THE TECHNICAL PROVISIONS, PART 2C, SECTION 4.2 IS AMENDED AS FOLLOWS:

4.2 Tenant Familiarization Period

- A. Once the Operational Readiness has been achieved and each Non-Occupancy Period has ended, occupying Tenants will initiate a familiarization period (also known as a “burn-in” period), during which time each Tenant’s personnel will occupy the respective Tenant Area but will not actually dispatch vehicles from the facility. LAWA shall provide written notice to Developer at least 60 days prior to a Tenant commencing occupation of any Tenant Area or Common Area (including, for greater certainty, for the Tenant familiarization period).
- B. During each such Tenant familiarization period, , Developer shall operate and maintain the O&M Facilities in accordance with the requirements of Part 3 (Operations and Maintenance Requirements) of the Technical Provisions, recognizing that:
1. The applicable Tenant Area will not be open to members of the general public;
 2. Tenant employees will be training and performing other activities necessary in readiness for rental car service; and
 3. Any processing of rental vehicles, including use of the QTA Facilities and its supplies, fluids, and materials, will be limited to that necessary to support such training and readiness activities.
- C. The Tenant familiarization period will end upon the earlier of (a) the Tenants collectively declaring themselves to LAWA sufficiently familiar with the ConRAC Facilities, or (b) 30 Days after the start of the Tenant familiarization period. Any additional costs that arise for Tenant familiarization following the end of the Tenant familiarization period shall be compensable to Developer pursuant to the Change Order process.

THE TECHNICAL PROVISIONS PART 3, SECTION 2.1 IS AMENDED BY ADDING NEW SUBSECTIONS 2.1.7 AND 2.1.8 AS FOLLOWS:

2.1.7 Systems Exercising Plans

During the period following Operational Readiness until Non-O&M Facility Operational Readiness is achieved, the Developer shall engage one or more suitably qualified third-party contractors to implement the approved Systems Exercising Plan (SEP) for the Non-Occupied Areas for the duration of the Non-Occupancy Period. The SEP shall include, at a minimum:

DBFOM AGREEMENT AMENDMENT NO. 001

- a) a corresponding schedule for implementation of the SEP with respect to each covered system identified in the SEP;
- b) a mechanism for progressive testing and updating of the SEP, including for the addition or removal of scope through the issuance of a LAWA Change as needed to efficiently and effectively achieve the goals of the SEP; and
- c) a mechanism for repair and associated cost payment by LAWA if system degradation occurs and adversely affects any system elements .

The Parties acknowledge and agree that LAWA will approve the SEP and Developer shall execute specified aspects of the SEP. Subject to Developer's satisfactory performance of the SEP, Developer will make no warranty or take any liability with respect to the SEP efficacy, the system, system stability or other such relevant factors including impacts on other systems or assets. The Parties acknowledge that the costs incurred by the Developer in respect of the development and implementation of the SEP shall be compensated pursuant to a Change Order.

2.1.8 Water Management Plan

During the period following Operational Readiness until Non-O&M Facility Operational Readiness is achieved, the Developer shall engage one or more suitably qualified third-party contractors to prepare a water quality management plan (WQMP), which WQMP shall be implemented for the Non-Occupied Areas for the duration of the Non-Occupancy Period. The WQMP shall include, at a minimum:

- a) a corresponding schedule for implementation of the WQMP;
- b) a mechanism for progressive reporting, quarterly inspections and quarterly testing of the water quality; and
- c) a mechanism for implementation of added scope, including the need for full or partial chlorination based on test results, and associated cost payment by LAWA.

The Parties acknowledge and agree that the Developer's role in relation to the WQMP is limited to engaging the third party contractor to prepare the WQMP and execution of the WQMP for the full duration of the Non-Occupancy Period. The Parties acknowledge that the costs incurred by the Developer in respect of the development and implementation of the WQMP shall be compensated pursuant to a Change Order.

THE TECHNICAL PROVISIONS, PART 3, SECTION 4.2.15(A) IS AMENDED TO INCLUDE ITEM 5 AS FOLLOWS:

4.2.15 Pest Control Services

5. Exploring and proposing a bird deterrent plan that would be implemented only upon LAWA's direction and as a Variable O&M Cost.

THE TECHNICAL PROVISIONS, PART 3, SECTION 5 IS AMENDED AS FOLLOWS:

““Peak Period” shall be defined as set out in Table 5.0-1 (Definition of Peak Period by Location and Function). Other hours shall be considered “Non-Peak Periods”. Notwithstanding the foregoing, solely during each Non-Occupancy Period, there shall be no “Peak Periods” and all periods, whether referenced as Peak Periods or Non-Peak Periods in the DBFOM Agreement, shall be deemed to be Non-Peak Periods.”

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Solely during each Non-Occupancy Period, the Technical Provisions, Part 3, Table 4.2-2: Minimum Janitorial Requirements is amended and replaced with the following:

Table 4.2–2: Minimum Janitorial Requirements

Component	Minimum Janitorial Services Required
<p>1. Public Spaces and Courtyard</p>	<p>a. Two days weekly, removal of trash.</p> <p>b. Two days weekly, sweeping of all spaces; removal of dirt and wind-blown debris; wipe down surfaces subject to contact by Users.</p>
<p>2. Customer Service Building (CSB)</p>	<p>a. Two days weekly, walls, exterior surfaces of glazed walls and windows shall be cleaned to eliminate dust, dirt, marks, streaks and fingerprints.</p>
<p>3. Restrooms</p>	<p>a. Restrooms throughout the ConRAC Facility shall be sanitized as needed to maintain a user-friendly environment.</p> <p>b. Waste receptacles shall be emptied as needed.</p> <p>c. Toilet accessories, including but not limited to toilet paper and paper towels (as applicable) shall be restocked as needed.</p> <p>d. Commodities, such as soaps, shall be restocked as needed.. Public restrooms shall be closed to Tenant Improvement workers.</p>
<p>4. Ready/Return Facilities (R/R)</p>	<p>a. Daily removal of all trash, windblown debris, bird nests (as allowed by Law), and similar materials.</p> <p>b. Dust lighting fixtures and signage as necessary to maintain a visually clean facility.</p> <p>c. Elevators shall be cleaned of trash, litter, dust, gum, insects and other deleterious materials. Glass, stainless steel and aluminum surfaces (including doors) of elevator cabs (interior and exterior) shall be cleaned, to be substantially free from dirt, grime and fingerprints. Elevator call buttons shall be disinfected. Elevators shall be closed to Tenant Improvement workers.</p> <p>d. Escalators, including treads and side panels, shall be kept clean and clear of trash, litter, dust, gum, insects and other deleterious materials. Side panels – whether stainless or glass, shall be cleaned monthly of all grime, grease and fingerprints. Rubber handrails and similar surfaces regularly touched by the public shall be disinfected..</p> <p>e. Vacuum operational floor plates and pressure wash floor decks at least once every six months.</p> <p>f. Clean all non-concrete and architectural elements that perform in a structural manner or provide protection for Users from the elements not less than annually.</p> <p>g. Power wash all surfaces of the Ready/Return Facilities, excluding decks, on not less than a five-year cycle to remove build-up of dirt, grime, bird droppings and soot. Power washing shall be coordinated with Tenants so as to not affect</p>

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	<p>the efficient operation of the Ready/Return Facilities. Take all necessary measures to protect Tenant Improvements and vehicles that may be negatively impacted by such activities.</p> <p>h. Windows, glass, vision panels, sidelights skylights, sliding doors and associated glazed surfaces all on the exterior and accessible from the ground shall be cleaned monthly to remove accumulated dirt, dust, streaks, fingerprints, grease, adhesives and other foreign matter.</p> <p>i. Structural support elements (including columns, beams, cables, fabric surfaces, and similar components) shall be cleaned in accordance with the requirements of the original manufacturer or installer, but not less than annually.</p>
5. Idle Storage Facilities (IS)	<p>a. Vacuum all Operational Floor Plates and pressure wash floor decks at least once every 6 months.</p> <p>b. Dust lighting fixtures as required to maintain a visually clean facility but no more frequently than twice monthly.</p> <p>c. Remove bird nests (as allowed by Law), as necessary.</p>
6. Quick Turnaround Area Facilities (QTA)	<p>a. Clean the fuel island areas by sweeping twice monthly such that they are substantially free from dirt, grime, oil, and fuel and other contaminants.</p> <p>b. Clean the individual car wash bays by sweeping twice monthly such that they are substantially free from dirt, grime, oil, soap residue, and other debris.</p> <p>c. Clean the floors in the maintenance bays by sweeping twice monthly such that they are substantially free from dirt, grime, oil, and fuel and other contaminants.</p> <p>d. Dust lighting fixtures and signage as required to maintain a visually clean facility and ensure required light levels from fixtures are provided.</p> <p>e. Vacuum all enclosed rooms at least every 6 months.</p>
7. QTA Administration Areas (applicable to areas in which there is no Tenant Improvement Work)	<p>a. Floors and base moldings shall be cleaned twice monthly and shall appear clean upon visual inspection.</p> <p>b. Walls, and wall finishes shall be cleaned twice monthly to eliminate dust, dirt, marks streaks and fingerprints.</p> <p>c. Lighting fixtures, HVAC registers and diffusers, fire alarm devices and other such elements shall be dusted twice monthly.</p>
8. QTA Service Yard	<p>a. Monitoring for accumulation of trash, debris and other discarded materials once daily.</p> <p>b. Monitoring of paving once daily with sweeping/vacuuming if required, no more than once a month.</p>

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9. APM ConRAC Station (requirements suspended until completion of the [LINX])	a. [Reserved]
10 Bus Plaza	a. Removal of all trash, windblown debris, bird waste, and similar deleterious material if needed through once-daily monitoring. b. Monitoring of bus plaza once daily with sweeping/vacuuming if required, no more than once a week.
11 Employee and Visitor Parking Areas	a. Monitoring parking area once daily with sweeping/vacuuming if required, no more than once a month. b. Monitor signage and driving surfaces for visually clean appearance appropriate for facility needs.
12 [Reserved]	
13 Fire Command Facilities	a. Floors and base moldings shall be cleaned not less than weekly and shall appear clean upon visual inspection. b. Lighting fixtures, HVAC registers and diffusers, fire alarm devices and other such elements shall be dusted on a monthly basis.
14 LAWA Facilities (excluding [TR] rooms)	a. LAWA Police Department floors and base moldings shall be cleaned not less than weekly and shall appear clean upon visual inspection, and shall be maintained only when utilized. b. LAWA Police Department walls, and wall finishes shall be cleaned not less than weekly to eliminate dust, dirt, marks streaks and fingerprints, and shall be maintained only when utilized. c. LAWA Police Department lighting fixtures, HVAC registers and diffusers, fire alarm devices and other such elements shall be dusted on a monthly basis, and shall be maintained only when utilized.
15 Site / Civil Work	a. Site shall be raked, sidewalks shall be broom cleaned and all debris shall be removed from the site as needed on a not-more-than-weekly basis, excluding Tenant Improvement and D&C areas. b. Entrance and exit roadways within O&M Limits shall be swept/vacuumed as needed on a not-more-than-weekly basis, excluding Tenant Improvement and D&C areas.

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16 Response to Spills, Human and Animal Waste	<ul style="list-style-type: none">a. All spills, including spills that create either a hazard for Users or an environmental hazard, regardless of size or nature of spilled material, shall be made safe and cleaned.b. Developer shall place appropriate signage and where necessary barriers to protect the area of the spill until all required clean-up has been completed.c. Response shall occur promptly following notification or detection subject to janitorial availability and working hours.
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[See attached Excel file containing the Amended O&M Noncompliance Occurrences Tables.]

AGREEMENT AMENDMENT NO. 0001

Appendix “E”

**Tenant Area Layout Plans
Attached.**

LA Gateway Partners Transmittal

To: Los Angeles World Airports
Los Angeles, CA 90045

Delivery Method: Email
Date: 08/11/2021

Attn: Cheryl Coleman
Office Engineer – LAX ConRAC

Re:	Technical Submittal #169 – Tenant Area Layout Plans (FDD Version)
Submitted For:	Acceptance

Copies	Doc. Type	Doc. No.	Prolog No.	Rev	Title or Description
01	Tech Sub	#169	0169.3	02	Tenant Area Layout Plans (FDD Version)

Remarks

This document complies with Section Part 2B-5.1.F of the Technical Provisions of the DBFOM.

Transmittal No: 2608

August 11, 2021

Los Angeles World Airports
1 World Way
Los Angeles, CA 90045
Phone: 310-646-5252
Attention: Bernardo Gogna
Email: BGOGNA@lawa.org

Subject: Submittal # 169 – Tenant Area Layout Plan (FDD Version), Rev. 02

Dear Mr. Gogna,

In accordance with Section 2B-5.1.F of the Technical Provisions of the DBFOM, LAGP has completed the following, Submittal # 169 – Tenant Area Layout Plans (FDD Version), Rev. 02.

Best Regards,



Karl E. Schaefer, CCM, DBIA, LEED
LAGP Authorized Representative

Cc: Alan Kuysters, LAGP Design & Construction Project Manager
Julio Vasquez, LAGP Construction Manager
Terry Brickman, LAGP Quality Program Manager
Jeff Weiner, LAGP Design Manager



GATEWAY PARTNERS

5200 W CENTURY BLVD. STE. 201 | LOS ANGELES, CALIFORNIA 90045 | WWW.LAGATEWAYPARTNERS.COM

LAX Consolidated Rent-A-Car Facility

Los Angeles World Airports

Landside Access Modernization Program

Tenant Area Layout Plans (FDD Version)- Technical Provisions Section 2B-5.1.F of the DBFOM Agreement		
Revision #	Date	Submittal Type
02	08-11-2021	Information

LAGP confirms the following regarding this submittal:

- (a) It is accurate, complete, and conforms with the Contract Documents;
- (b) Includes all necessary information and documentation concerning the subject matter and any additional information reasonably requested by LAWA.



Jeff Weiner, Design Manager
LAGP Preparer

August 11, 2021

Date



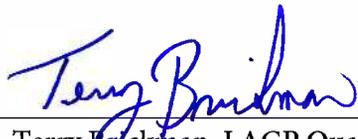
George Solomos, Design Process Manager
LAGP Reviewer

August 11, 2021

Date

Quality Control Certification

This submittal meets the Quality Control requirements set forth in the Technical Provisions to ensure the Submittal meets the requirements of the Developers Quality Program Plan.



Terry Brickman, LAGP Quality Program Manager

August 11, 2021

Date

5. READY/RETURN FACILITIES

- A. Developer shall provide Ready/Return Facilities to facilitate Tenant rental car operations and accommodate the following major functions:
 - 1. Customer pick-up of rental vehicles;
 - 2. Customer return of rental vehicles; and
 - 3. Storage and staging of rental vehicles.
- B. Developer shall provide multiple-level Ready/Return Facilities having the functionality and operational spaces defined in Part 1, Section 2.1.2 (Customer Service Building and Ready/Return Facilities) of the Technical Provisions.

5.1 Tenant Areas

- A. Developer shall configure Tenant areas so that rental car ready and return operations of each Large Operator and each Independent Operator are discrete and segregated.
- B. Rental stalls shall be not less than 9 feet wide by 18 feet long, and drive aisles shall not be less than 24 feet wide. Structural support columns may intrude into stalls, but not drive aisles.
- C. The structural bay spacing shall allow unobstructed vehicle movements, and shall provide a drive aisle with rental stalls on both sides. Storm drainpipes, fire protection pipes, and conduits shall not protrude into rental stalls or drive lanes, and shall not impact the natural flow of either pedestrians or vehicles within the facility. Emergency exit stairways shall not cause any restriction to rental stalls or drive aisles.
- D. Concrete shear walls and demising barriers, which shall be located along the structural grid, shall not encroach more than 12 inches into the vehicle stall area. Dedicated paths of vehicular and pedestrian egress shall not cause the number of usable rental stalls to be reduced. Shear walls shall not be located within the first two structural bays adjacent to the Customer Expressway.
- E. The interior of Tenant EUAs shall be organized to maximize visibility within the Ready/Return Facilities, allowing rental customers to see their rental car, and allowing returning customers to see the travel path to the nearest Vertical Core.
- F. Developer shall coordinate with individual Tenants to develop, and then submit to LAWA an individual set of plans for each Tenant's EUA within the Ready/Return Facilities (**Tenant Area Layout Plans** [Submittal #169]) showing the layout of rental stalls, drive aisles, service and exit booths, other Tenant spaces, and related building facilities, including the nearest two Vertical Cores and emergency exit stairways. Developer shall modify plans to resolve any Tenant-generated comments provided by LAWA.
- G. The structural decks within the Ready/Return Facilities shall be designed to provide Tenants the ability to bolt down their booths, equipment, and signage anywhere within their assigned floor areas. Where coatings over concrete slabs are provided to protect occupied areas below, Developer shall avoid use of expansion-bolt or shot-pin anchors by making use of pre-planned embedded inserts or through-bolt anchors at locations designated by each Tenant.
- H. Ready/Return Facilities shall be provided with a weather protective cover.
- I. The underside of the structural deck soffits and beams of the Ready/Return Facilities shall be painted with two coats of white paint, leaving a sheen or flat finish, and applied only to

Baseline Comments Review Form



Landside Access Modernization Program - (ConRAC)

Submittal Number: 0169.3-01 Tenant Area Layout Plans
Review Documents: 2B-5.1.F
Lead Reviewer: Miriam L'Engle
Submitted For: For Acceptance

Date of Submittal: 7-May-21
Date Comments Returned: 22-Jun-21
Resolution Meeting Date: _____

General Information				LAWA Comments				LAGP Response		LAWA Verification			
No.	Doc. Type	PDF Page Index No.	Page/Sht /Dwg	Discipline	Comment	Contract Doc. Reference	Org/By	Code	Response	Code	Verified by	Date	Notes
1.0	Plan	All	All	Construction	The Developer is responsible for ensuring that the plans and documents have correct spelling, grammar and formatting.	General Comment		1	Nothing was indicated.				
2.0	Plan	All	All	Construction	The Developer is responsible for full compliance with requirements of Contract Documents, including any provision of Developer's Proposal commitments that is more beneficial to LAWA. Plans or documents with no comments from the reviewers do no relieve the Developer from its obligations to meet Contract Documents requirements.	General Comment		1	Developer is unaware of any Proposal commitments that pertain to this submittal. Furthermore, only LAWA has the discretion to determine what is beneficial to it.				
3.0		8	9		Only L4 IS areas are provided. Please provide IS areas for L1-3 for each tenant. i.e AVIS IS: L1 XXX SF Level 1 + XXX SF level 4: total IS provided in both levels = XXX SF	TP Part 2B 6		1	Square footages for idle storage on Levels 1, 2, and 3 have been included.				
4.0		8	9		Provide breakdown of vehicle staging positions per table 7.1-4 showing allocation between pre-fueling, post wash and maintenance staging.	TP Part 2B 7.1.7 C & Table 7.1-4		5	QTA striping has been coordinated with tenants based on their operational needs and information provided to date. LAGP has reviewed multiple options with LAWA and tenants to accommodate 4 staging lanes per column bay, as well as 3 staging lanes per column bay. These options are attached. Any additional changes based on review and coordination with tenants will be updated in a for record submission.				
5.0		10	11		Show barriers per RAC submittal #1 (coordinated with tenants) Typical. See additional comment is Submittal 360 Barrier Count			5	Provided under separate submittal 360.82 APDU #45.				
6.0		10	11		Show the layout of rental stalls, drive aisles, service and exit booths, other Tenant spaces, and related building facilities, including the nearest two Vertical Cores and emergency exit stairways per TPs	TP Part 2B 5.1		5	Tenants' overall layouts have not been provided, once finalized, should be provided to LAGP via CAD file to be linked into allocation/layout plans. This coordination once provided by tenants will be updated in a for record submission.				
7.0		10	11		These drawings are insufficient in determining if the ongoing issues ABG has with the base building are adequately addressed. These issues include, but are not limited to: 1.Sewer has not be brought into the south core admin area anywhere close to where it has been as shown in our plans provided as far back as Nov 2019. 2.The exterior doorway and window opening on the north side of the Level 1 south core admin area is not located where we have shown it in our plans. 3.The alcove in our Level 1 easternmost maintenance bay is not as shown in our plans provided as far back as Nov 2019. 4.In our CSB area, we requested the swap of the janitors closet and the lactation room. AJ via email on 06.07.21	RAC comment		3	Items listed by AVIS are part of the coordination and 173 drawings provided and not part of this submittal. Responses provided for record below. 1. Sewer extension by tenant. 2. Doorway move will be accommodated by LAGP. 3. Alcove is provided to the extent possible. 4. J-closet and lactation room may not move. Lactation room cannot be accessed from women's restroom. Per LAWA Restroom design standards, "The Nursing Room will not be accessible from inside the Restrooms."				
8.0		11	12		Show location and size of tenants Customer service booths per RAC submittal #1 (typical to all levels)	TP Part 2B 5.1		3	Customer service booth locations have not been provided, once finalized, should be provided to LAGP via CAD file to be linked into allocation/layout plans. This coordination once provided by tenants will be updated in a for record submission.				

Baseline Comments Review Form



Landside Access Modernization Program - (ConRAC)

Submittal Number: 0169.3-01 Tenant Area Layout Plans
Review Documents: 2B-5.1.F
Lead Reviewer: Miriam L'Engle
Submitted For: For Acceptance

Date of Submittal: 7-May-21
Date Comments Returned: 22-Jun-21
Resolution Meeting Date: _____

General Information				LAWA Comments				LAGP Response		LAWA Verification				
No.	Doc. Type	PDF Page Index No.	Page/Sht /Dwg	Discipline	Comment	Contract Doc. Reference		Org/By	Code	Response	Code	Verified by	Date	Notes
9.0		11	12		Show location, quantify and size of tenants exit booths to clearly show them in plans* (typical to all levels)	TP Part 2B	5.1		3	Exit booth locations have not been provided, once finalized, should be provided to LAGP via CAD file to be linked into allocation/layout plans. This coordination once provided by tenants will be updated in a for record submission.				



Tenant Area Layout Plans – FDD Version

LAX Consolidated Rent-A-Car Facility

**Technical Submittal #169
LAGP Submittal # 169-000-0003-02**

August 11, 2021



APPENDIX A

EXHIBIT 169-LO - TENANT AREA LAYOUT PLAN – ALLOCATION TABLE

LAX CONRAC - ALLOCATION										
RAC Companies	Market Share Per Family	CSB Building Area							Market Share Per Family (recalibrated to 100%)	Market Share Per Family
		CSB Market Share (SF) Requirement	Proposed CSB Area (SF) per Plans	Shared Hallway (SF)	Shared Lobby & BOH (SF)	Shared Shower Area (SF)	Total CSB (SF) Building Area	Actual % of Overall Building Area		
Alamo, Enterprise, National	33.90%	34,572.80	32,993.00	0.00	0.00	163.23	33,156.23	32.48%	33.87%	33.90%
Hertz, Dollar, Thrifty	31.80%	32,431.12	30,961.00	1,809.53	0.00	153.12	32,923.65	32.25%	31.77%	31.80%
Advantage, E-Z	2.60%	2,651.60	1,435.33	147.95	969.94	12.52	2,565.74	2.51%	2.60%	2.60%
Avis Budget	21.20%	21,620.74	21,343.00	1,206.35	0.00	102.08	22,651.43	22.19%	21.18%	21.20%
Fox & Payless	4.30%	4,385.34	2,555.45	244.68	1,605.07	20.71	4,425.91	4.34%	4.30%	4.30%
Sixt	6.30%	6,425.03	3,621.39	358.49	2,353.45	30.34	6,363.67	6.23%	6.29%	6.30%
Total	100.10%	102,086.63	92,909.17	3,767.00	4,928.46	482.00	102,086.63	100.00%	100.00%	100.10%

LAX CONRAC - ALLOCATION										
RAC Companies	Market Share Per Family	Ready Return and Idle Storage Garage								Market Share Per Family
		Ready Return Floor (SF)	Idle Storage on Level 1, 2, or 3 (SF)	Total on Level 1, 2, or 3 (SF)	Ready Return % Overall	Idle Storage on Level 4 (SF)	Idle Storage % Overall	Total Ready Return / Idle Storage Area	Total Actual %	
Alamo, Enterprise, National	33.9%	694,303.11	271,501.79	965,804.90	33.4%	325,700.32	35.5%	1,291,505.22	33.90%	33.9%
Hertz, Dollar, Thrifty	31.8%	630,880.88	244,046.78	874,927.66	30.3%	334,947.04	36.5%	1,209,874.70	31.76%	31.8%
Advantage, E-Z	2.6%	72,415.36	21,550.59	93,965.95	3.2%	3,150.45	0.3%	97,116.40	2.55%	2.6%
Avis Budget	21.2%	459,378.27	175,079.80	634,458.07	21.9%	171,005.18	18.6%	805,463.25	21.14%	21.2%
Fox & Payless	4.3%	110,542.09	31,948.64	142,490.73	4.9%	21,725.71	2.4%	164,216.44	4.31%	4.3%
Sixt	6.3%	133,754.51	46,683.26	180,437.77	6.2%	60,639.36	6.6%	241,077.13	6.33%	6.3%
Total	100.1%	2,101,274.22	790,810.86	2,892,085.08	100.0%	917,168.06	100.0%	3,809,253.14	100.0%	100.1%

LAX CONRAC - ALLOCATION										
RAC Companies	Market Share Per Family	QTA Areas						Car Corral Areas		Market Share Per Family
		Proposed QTA Buildnig Area (SF)	Vehicle Staging (stalls)	Fuel Nozzles	Car Wash Bays	Used Tire Storage (SF)	Maintenance Bays	Car Storage Area (SF)	Car Corral %	
Alamo, Enterprise, National	33.90%	241,009.00	234	60	12	500.0	20	19,075.70	35.12%	33.90%
Hertz, Dollar, Thrifty	31.80%	240,903.72	234	60	12	500.0	20	18,180.46	33.47%	31.80%
Advantage, E-Z	2.60%	9,525.23	19	5	1	50.0	2	676.27	1.24%	2.60%
Avis Budget	21.20%	158,865.90	160	42	8	350.0	14	11,985.87	22.06%	21.20%
Fox & Payless	4.30%	15,995.44	30	7	2	100.0	4	1,807.32	3.33%	4.30%
Sixt	6.30%	21,746.05	44	12	2	100.0	4	2,597.73	4.78%	6.30%
Total	100.10%	688,045.34	721	186	37	1600.0	64	54,323.35	100.00%	100.10%



LAX CONSOLIDATED RENT-A-CAR FACILITY
SUBMITTAL I 69 TENANT AREA LAYOUT PLAN - ALLOCATION TABLE

EXHIBIT I 69 - L0

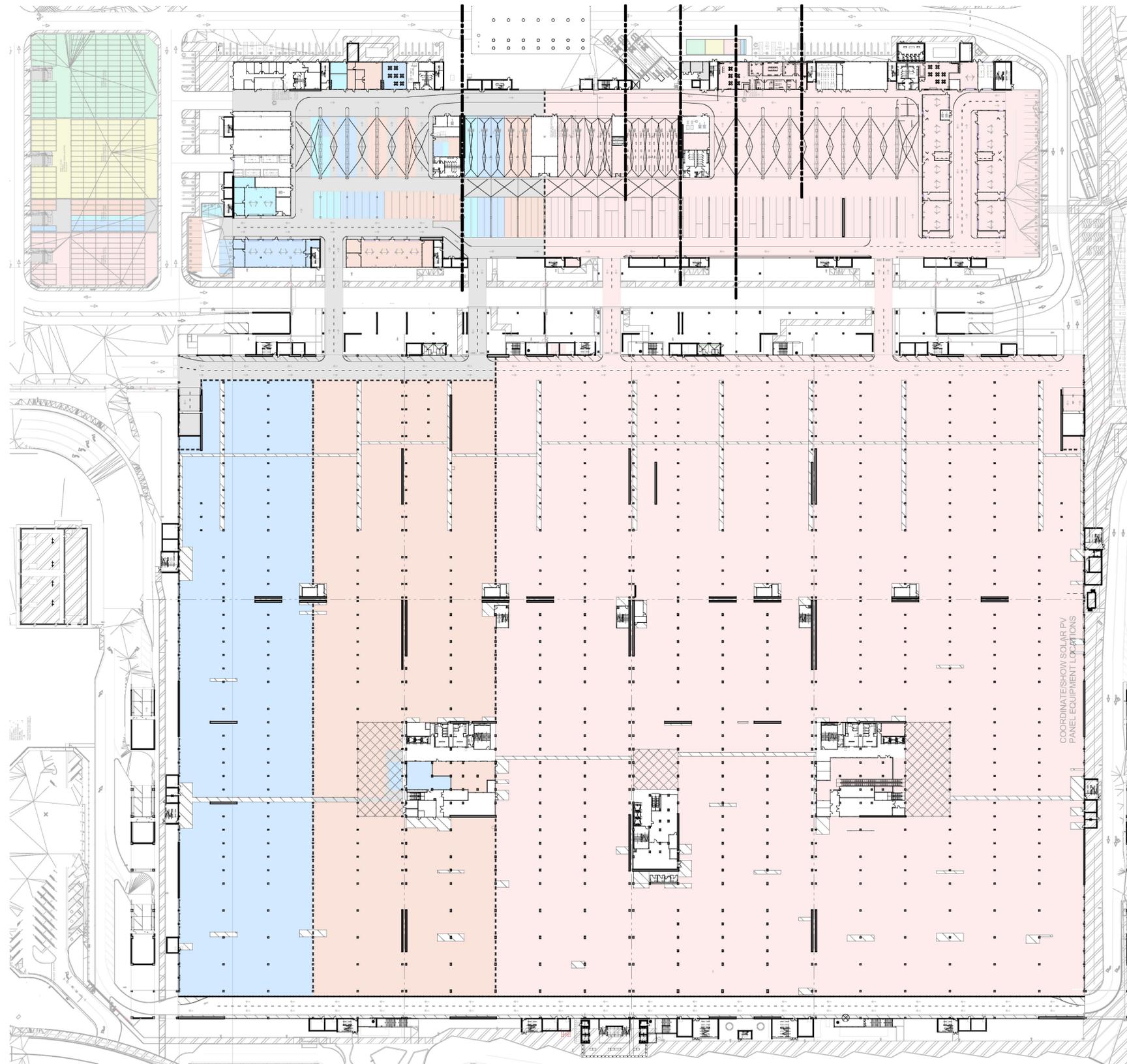
5933 W. CENTURY BLVD. SUITE 1050
 LOS ANGELES, CA 90045
 [T] 301 645 3276
 [F] 301 645 3026
 TBPE REG. No. F-2742
 www.pgal.com



08/09/2021

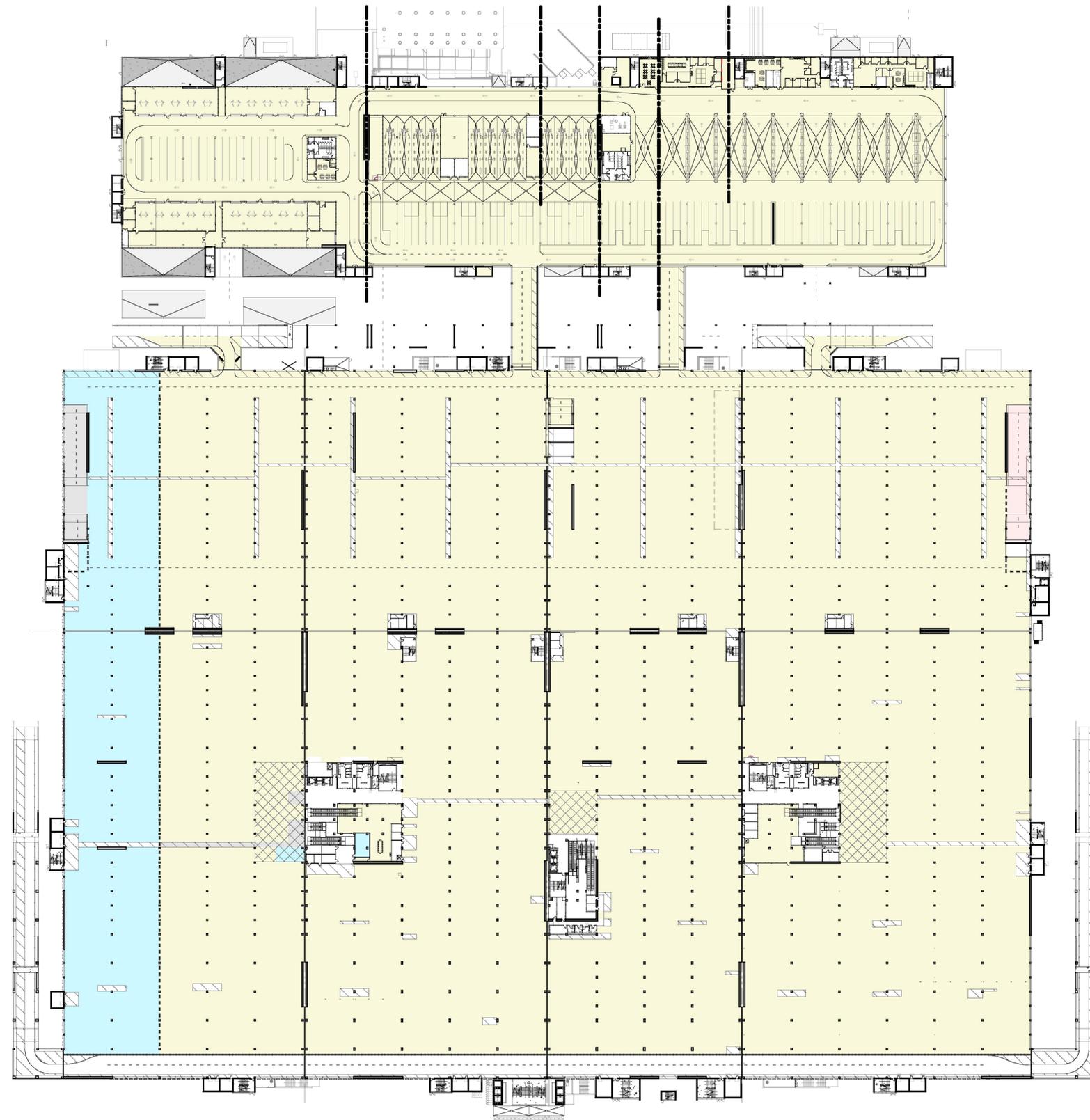
APPENDIX B

- EXHIBIT 169-L1 – TENANT AREA LAYOUT PLAN – LEVEL 1 PLAN**
- EXHIBIT 169-L2 – TENANT AREA LAYOUT PLAN – LEVEL 2 PLAN**
- EXHIBIT 169-L3 – TENANT AREA LAYOUT PLAN – LEVEL 3 PLAN**
- EXHIBIT 169-L4 – TENANT AREA LAYOUT PLAN – LEVEL 4 PLAN**
- EXHIBIT 169-L5 – TENANT AREA LAYOUT PLAN – LEVEL 5 PLAN**



RAC Companies

Alamo, Enterprise, National
Hertz, Dollar, Thrifty
Advantage, E-Z
Avis Budget
Fox & Payless
Sixt



RAC Companies

Alamo, Enterprise, National
Hertz, Dollar, Thrifty
Advantage, E-Z
Avis Budget
Fox & Payless
Sixt



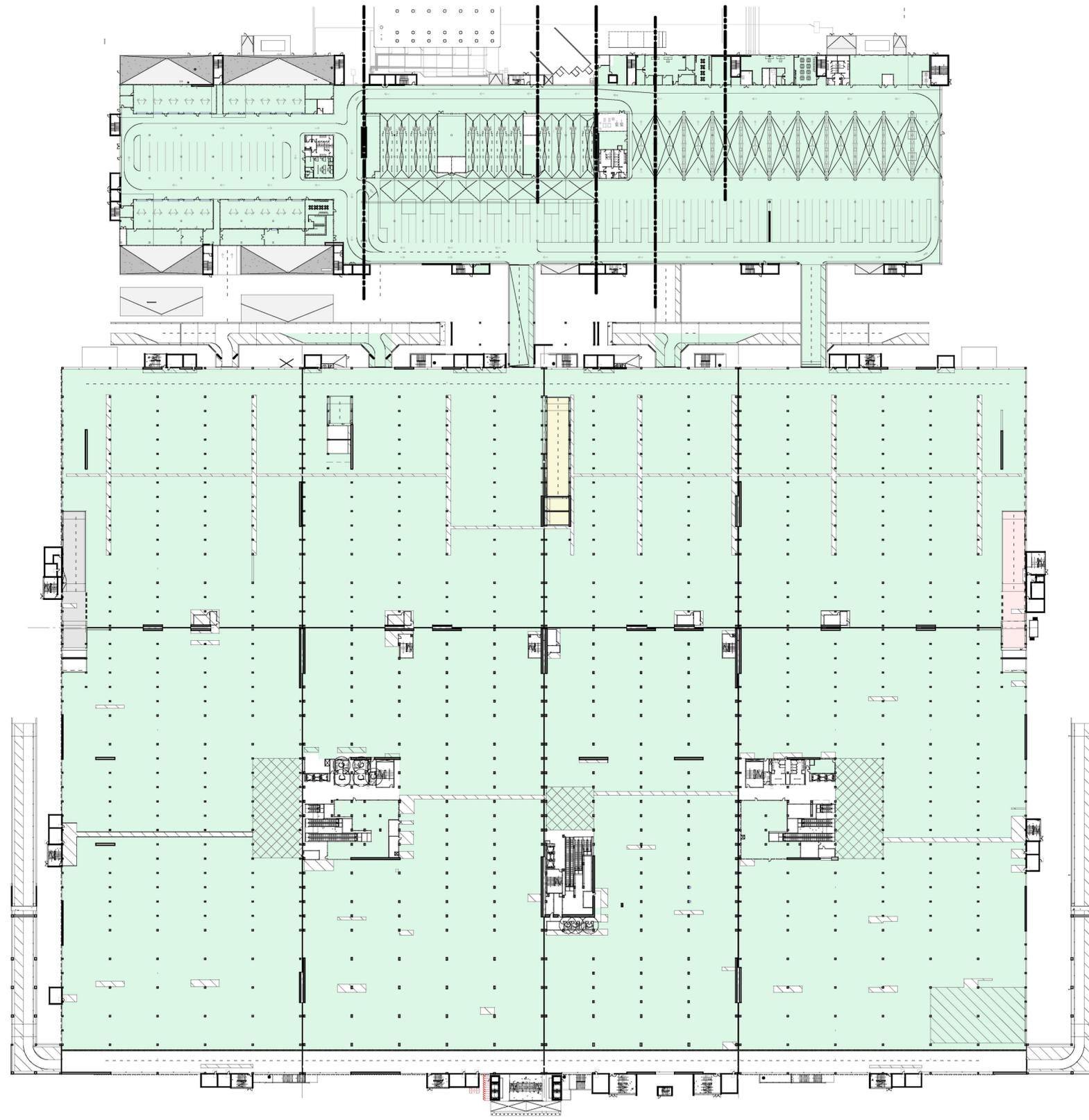
LAX CONSOLIDATED RENT-A-CAR FACILITY
 TENANT AREA LAYOUT PLAN - Level 2 Plan

EXHIBIT 169 - L2

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08/09/2021



RAC Companies

Alamo, Enterprise, National
Hertz, Dollar, Thrifty
Advantage, E-Z
Avis Budget
Fox & Payless
Sixt

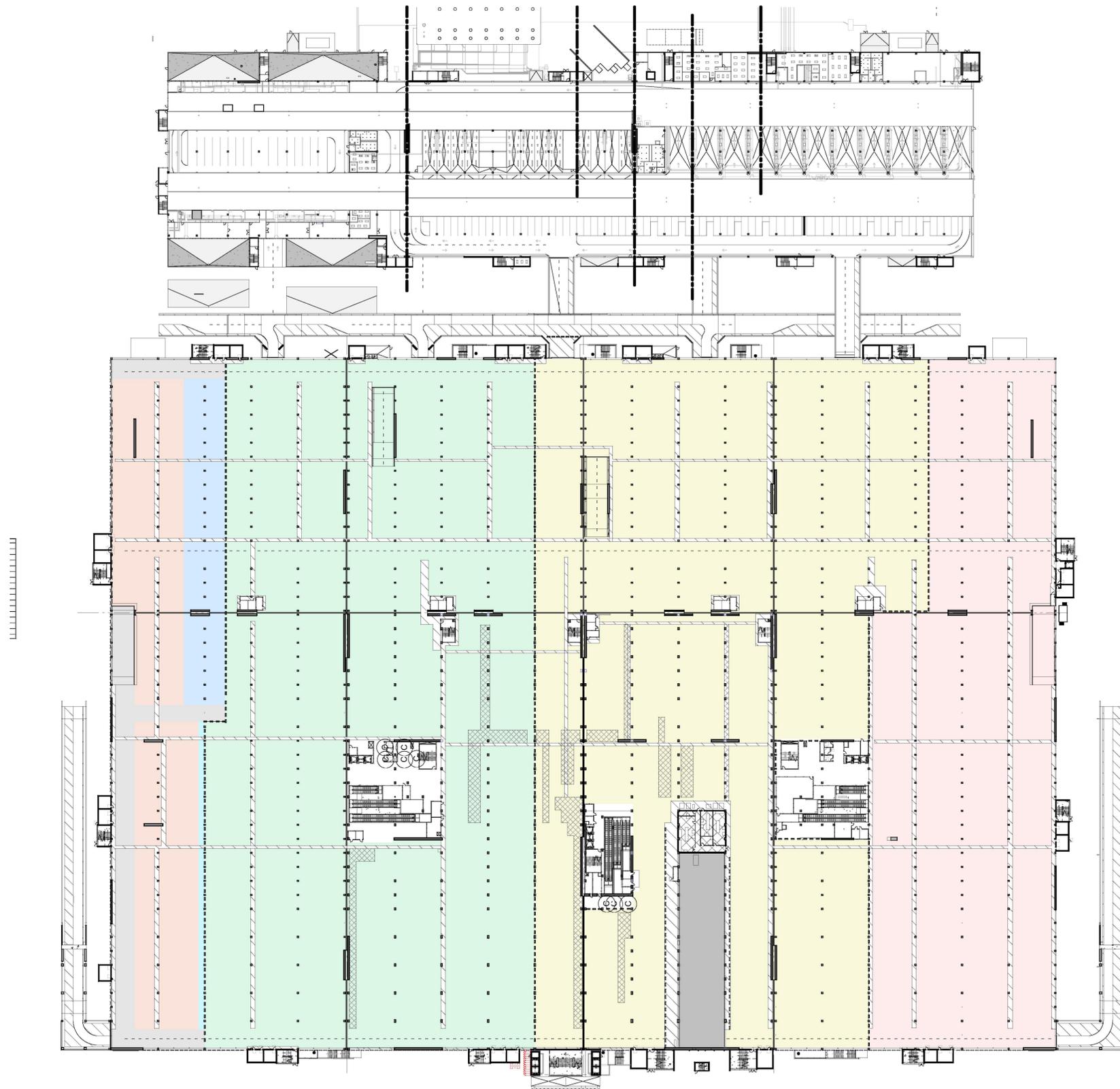


LAX CONSOLIDATED RENT-A-CAR FACILITY
 TENANT AREA LAYOUT PLAN - Level 3 Plan

EXHIBIT 169 - L3

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RAC Companies

Alamo, Enterprise, National
Hertz, Dollar, Thrifty
Advantage, E-Z
Avis Budget
Fox & Payless
Sixt

08/09/2021

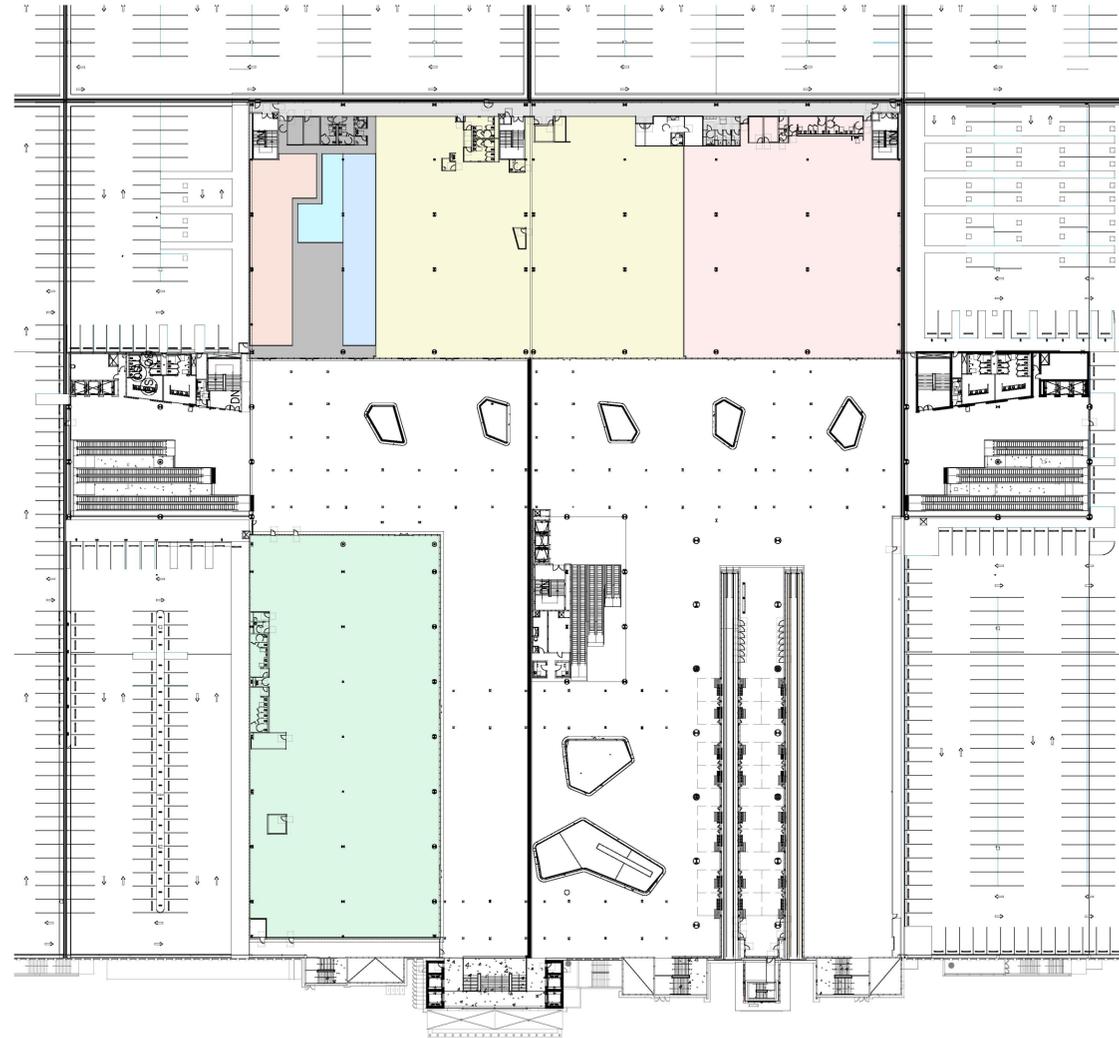


LAX CONSOLIDATED RENT-A-CAR FACILITY
 TENANT AREA LAYOUT PLAN - Level 4 Plan

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EXHIBIT 169 - L4



RAC Companies

Alamo, Enterprise, National
Hertz, Dollar, Thrifty
Advantage, E-Z
Avis Budget
Fox & Payless
Sixt



LAX CONSOLIDATED RENT-A-CAR FACILITY
 TENANT AREA LAYOUT PLAN - Level 5 Plan

08/09/2021

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 BLVD. SUITE 1050
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 CA 90045
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 [F] 301 645 3026
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EXHIBIT 169 - L5

EXHIBIT "B"
D&C CHANGE ORDER NO. XXX

See attached.

LOS ANGELES WORLD AIRPORTS

8090 Westchester Parkway, Los Angeles, CA 90045

CHANGE ORDER NO. 00XX

TITLE: Exhibit B to the Settlement Agreement between LAWA and Developer dated [], 2023.

This change order, including all exhibits and attachments referenced herein (collectively, the "Change Order") is entered into and effective as of the last date of execution by a party hereto, by and between the City of Los Angeles, acting by order of and through its Board of Airport Commissioners of Los Angeles World Airports ("LAWA") and LA Gateway Partners, LLC (the "Developer"), and supplements and amends the Design Build Finance Operate Maintain Agreement together with all exhibits thereto dated November 6, 2018 (as amended prior to the date hereof, collectively, the "DBFOM Agreement"), for the design, construction, financing, operation and maintenance of the Consolidated Rent-a-Car Facility at Los Angeles International Airport (the "Project"), in Los Angeles County, California. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the DBFOM Agreement. The Settlement Agreement including its exhibits and attachments referenced therein are incorporated into this Change Order.

This Change Order addresses: The adjustments to the Total D&C Payments as contemplated in the Settlement Agreement as particularized herein.

LAWA and Developer Agree as follows:

1. This Change Order is herewith incorporated by attachment to, and made part of, the Settlement Agreement as Exhibit "B", and shall be binding upon and inure to the benefit of LAWA and Developer.
2. The DBFOM Agreement remains in full force and effect, except to the extent this Change Order or the Settlement Agreement, including its exhibits, expressly amend the terms of the DBFOM Agreement.
3. This Change Order shall not be construed in favor of either party, regardless of who was more responsible for its preparation.
4. This Change Order may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
5. Payment Information including timing and payment of any Compensation Amount and Financing Costs for this Change Order:

D&C SUMMARY

D&C amounts for this Change Order display at the bottom of the change order, prior to signature page. (This value is not inclusive of costs arising out of or related to changes or impacts to the Operations Work and O&M Work as set forth in the Settlement Agreement).

- A. Directive Letter No. 19R1/Change Proposal No. 32 R2, direct costs of the D&C Work only.
- B. Directive Letter Nos. 5R1 & 69/Change Proposal 4.1 R2, direct costs of D&C Work only.

LOS ANGELES WORLD AIRPORTS

8090 Westchester Parkway, Los Angeles, CA 90045

CHANGE ORDER NO. 00XX

- C. Change Proposal 079, Relief Event No. 005 for the following Settled Parties (defined in the Settlement Agreement) (1) PCL Construction Services, Inc. (excluding all subcontractors and suppliers); (2) Morley Construction Company; (3) Geotechnical Professionals, Inc.; (4) Largo Concrete, Inc.; (5) McDonough Construction Rentals, Inc.; (6) Maxim Crane Works, L.P.; and (7) Smith Emery Company. The settlement amount for the Settled Parties was 70.6% of the submitted amounts.
 - D. Change Proposal Nos. 068R1, 069 (Permitting Elongation/Extra Work/Betterments).
 - E. Change Proposal No. 072 (Bypass pumping and dewatering during extension).
 - F. Change Proposal No. 073 (Irrigation Coupler AHJ Preferential Change).
 - G. Change Proposal No. 074.1 Rev 01 (Site Overhead and Escalation on direct work).
 - H. Change Proposal No. 074.2 Rev 01 (Insurance & Bonding).
 - I. Change Proposal No. 074.3 (LAGP Site Overhead).
 - J. Home Office Overhead (Negotiated Lump Sum).
 - K. Schedule Compression for March 31, 2024- Non-O&M Facility Operational Readiness Deadline.
 - L. Change Proposal No. 076 Rev 01 (BOE changes to Storm/LID).
 - M. Change Proposal No. 077 (REC No. 009).
 - N. Change Proposal No. 078 (REC 026).
6. Daily Compensation Amount Rate(s) (all-in marked-up rate per day, inclusive of site overhead, home office overhead, schedule compression/acceleration as applicable, escalation, bonding, and insurance), to be paid to Developer by LAWA for each Calendar Day of Delay after January 31, 2023, until the B-Permit received is:
- i. \$45,000.00 per Calendar Day of Delay from February 1, 2023, through February 28, 2023;
 - ii. \$57,500.00 per Calendar Day of Delay from March 1, 2023, through March 30, 2023;
 - iii. \$45,000.00 per Calendar Day of Delay from March 31, 2023, through May 30, 2023; and
 - iv. \$60,000.00 per Calendar Day of Delay from May 31, 2023, through the date on which the B-Permit is received.

LOS ANGELES WORLD AIRPORTS

8090 Westchester Parkway, Los Angeles, CA 90045

CHANGE ORDER NO. 00XX

7. Method of Payment of Compensation per DBFOM Agreement Section 14.3 "Progress Payments". Two million dollars (\$2,000,000) will be withheld from the increase to the D&C Payments herein (specific details to be agreed to between the parties within progress payment schedule) (the "Completion Payments"). One million dollars (\$1,000,000) of the Completion Payment shall be paid to Developer upon Developer achieving Non-O&M Facility Concourse Way Operational Readiness (the "First Completion Payment") and the remaining one million dollars (\$1,000,000) of the Completion Payment shall be paid to Developer upon Developer achieving Non-O&M Facility Operational Readiness (the "Second Completion Payment"). In the event the Non-O&M Facility Operational Readiness Deadline is extended beyond March 31, 2024, in accordance with the Agreement or the Settlement Agreement, the Second Completion Payment payable by LAWA shall increase at the Late Payment Rate.

Net Addition due to Change Order: \$49,000,000

In witness whereof, LAWA and Developer, intending to be legally bound, have executed this Change Order as of the last date of execution below.

Exhibits and Attachments referenced herein:

CP 032 R2 – DCN#2977
CP 04.1 R2 – DCN#3090
CP 068 R1 – DCN#3113
CP 069 – DCN#3101
CP 072 – DCN#3138
CP 073 – DCN#3135
CP 074.1 Rev 01 – DCN#3180
CP 074.2 Rev 01 – DCN#3178
CP 074.3 – DCN#3181
CP 076 Rev 01 – DCN#3140
CP 077 – DCN#3137
CP 078 – DCN#3139
CP 079 – DCN#3147

EXHIBIT "C"

See attached.

EXHIBIT "D"

See attached.

ConRAC - REC WATER Tie-Ins - 98th Street

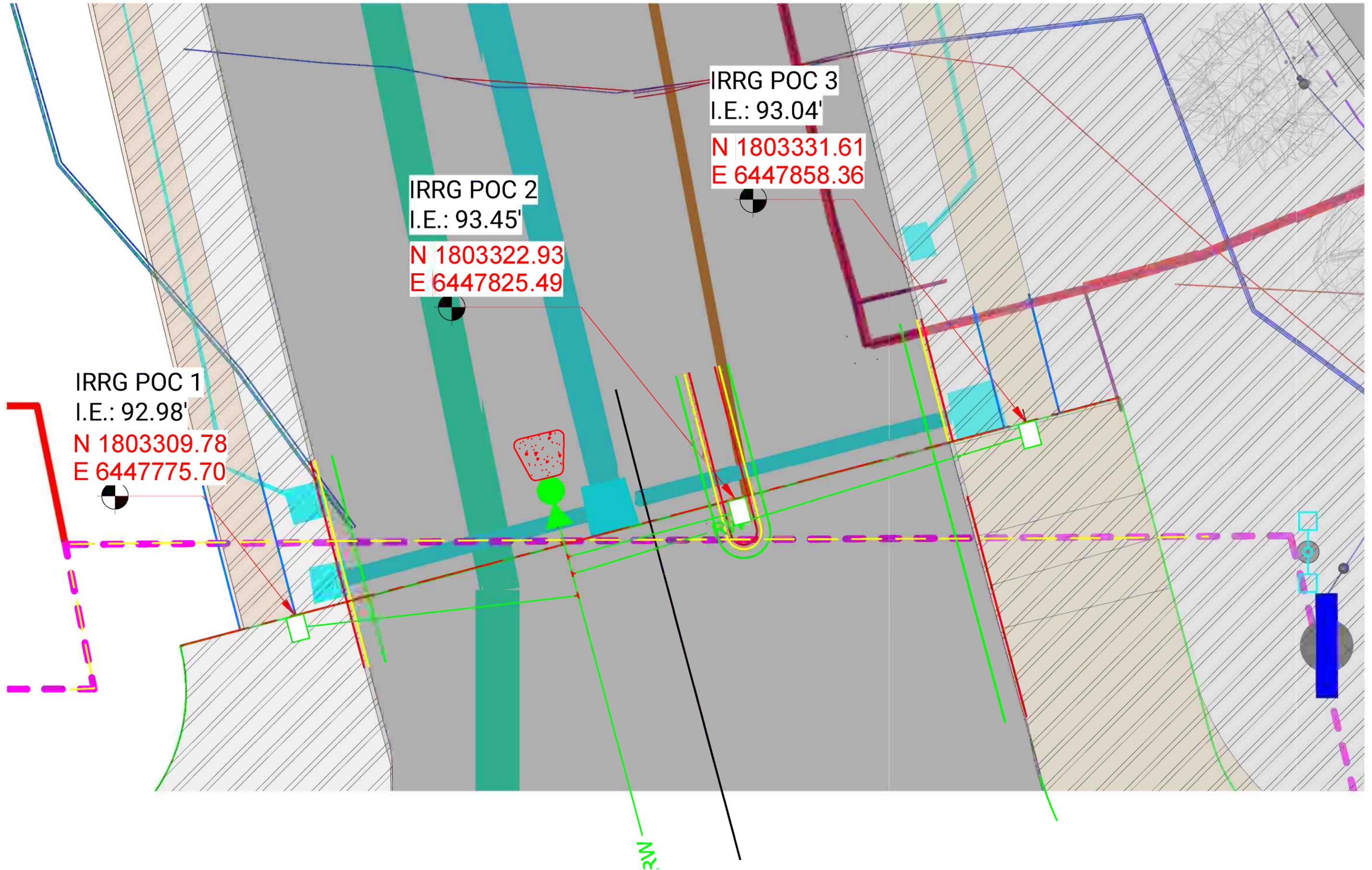


EXHIBIT "E"
Tenant Area Layout Plans

See attached.

LA Gateway Partners Transmittal

To: Los Angeles World Airports
Los Angeles, CA 90045

Delivery Method: Email
Date: 08/11/2021

Attn: Cheryl Coleman
Office Engineer – LAX ConRAC

Re:	Technical Submittal #169 – Tenant Area Layout Plans (FDD Version)
Submitted For:	Acceptance

Copies	Doc. Type	Doc. No.	Prolog No.	Rev	Title or Description
01	Tech Sub	#169	0169.3	02	Tenant Area Layout Plans (FDD Version)

Remarks

This document complies with Section Part 2B-5.1.F of the Technical Provisions of the DBFOM.

Transmittal No: 2608

August 11, 2021

Los Angeles World Airports
1 World Way
Los Angeles, CA 90045
Phone: 310-646-5252
Attention: Bernardo Gogna
Email: BGOGNA@lawa.org

Subject: Submittal # 169 – Tenant Area Layout Plan (FDD Version), Rev. 02

Dear Mr. Gogna,

In accordance with Section 2B-5.1.F of the Technical Provisions of the DBFOM, LAGP has completed the following, Submittal # 169 – Tenant Area Layout Plans (FDD Version), Rev. 02.

Best Regards,



Karl E. Schaefer, CCM, DBIA, LEED
LAGP Authorized Representative

Cc: Alan Kuysters, LAGP Design & Construction Project Manager
Julio Vasquez, LAGP Construction Manager
Terry Brickman, LAGP Quality Program Manager
Jeff Weiner, LAGP Design Manager



GATEWAY PARTNERS

5200 W CENTURY BLVD. STE. 201 | LOS ANGELES, CALIFORNIA 90045 | WWW.LAGATEWAYPARTNERS.COM

LAX Consolidated Rent-A-Car Facility

Los Angeles World Airports

Landside Access Modernization Program

Tenant Area Layout Plans (FDD Version)- Technical Provisions Section 2B-5.1.F of the DBFOM Agreement		
Revision #	Date	Submittal Type
02	08-11-2021	Information

LAGP confirms the following regarding this submittal:

- (a) It is accurate, complete, and conforms with the Contract Documents;
- (b) Includes all necessary information and documentation concerning the subject matter and any additional information reasonably requested by LAWA.



Jeff Weiner, Design Manager
LAGP Preparer

August 11, 2021

Date



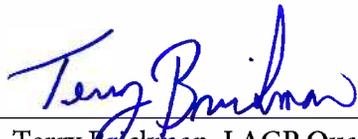
George Solomos, Design Process Manager
LAGP Reviewer

August 11, 2021

Date

Quality Control Certification

This submittal meets the Quality Control requirements set forth in the Technical Provisions to ensure the Submittal meets the requirements of the Developers Quality Program Plan.



Terry Brickman, LAGP Quality Program Manager

August 11, 2021

Date

5. READY/RETURN FACILITIES

- A. Developer shall provide Ready/Return Facilities to facilitate Tenant rental car operations and accommodate the following major functions:
 - 1. Customer pick-up of rental vehicles;
 - 2. Customer return of rental vehicles; and
 - 3. Storage and staging of rental vehicles.
- B. Developer shall provide multiple-level Ready/Return Facilities having the functionality and operational spaces defined in Part 1, Section 2.1.2 (Customer Service Building and Ready/Return Facilities) of the Technical Provisions.

5.1 Tenant Areas

- A. Developer shall configure Tenant areas so that rental car ready and return operations of each Large Operator and each Independent Operator are discrete and segregated.
- B. Rental stalls shall be not less than 9 feet wide by 18 feet long, and drive aisles shall not be less than 24 feet wide. Structural support columns may intrude into stalls, but not drive aisles.
- C. The structural bay spacing shall allow unobstructed vehicle movements, and shall provide a drive aisle with rental stalls on both sides. Storm drainpipes, fire protection pipes, and conduits shall not protrude into rental stalls or drive lanes, and shall not impact the natural flow of either pedestrians or vehicles within the facility. Emergency exit stairways shall not cause any restriction to rental stalls or drive aisles.
- D. Concrete shear walls and demising barriers, which shall be located along the structural grid, shall not encroach more than 12 inches into the vehicle stall area. Dedicated paths of vehicular and pedestrian egress shall not cause the number of usable rental stalls to be reduced. Shear walls shall not be located within the first two structural bays adjacent to the Customer Expressway.
- E. The interior of Tenant EUAs shall be organized to maximize visibility within the Ready/Return Facilities, allowing rental customers to see their rental car, and allowing returning customers to see the travel path to the nearest Vertical Core.
- F. Developer shall coordinate with individual Tenants to develop, and then submit to LAWA an individual set of plans for each Tenant's EUA within the Ready/Return Facilities (**Tenant Area Layout Plans** [Submittal #169]) showing the layout of rental stalls, drive aisles, service and exit booths, other Tenant spaces, and related building facilities, including the nearest two Vertical Cores and emergency exit stairways. Developer shall modify plans to resolve any Tenant-generated comments provided by LAWA.
- G. The structural decks within the Ready/Return Facilities shall be designed to provide Tenants the ability to bolt down their booths, equipment, and signage anywhere within their assigned floor areas. Where coatings over concrete slabs are provided to protect occupied areas below, Developer shall avoid use of expansion-bolt or shot-pin anchors by making use of pre-planned embedded inserts or through-bolt anchors at locations designated by each Tenant.
- H. Ready/Return Facilities shall be provided with a weather protective cover.
- I. The underside of the structural deck soffits and beams of the Ready/Return Facilities shall be painted with two coats of white paint, leaving a sheen or flat finish, and applied only to

Baseline Comments Review Form



Landside Access Modernization Program - (ConRAC)

Submittal Number: 0169.3-01 Tenant Area Layout Plans
Review Documents: 2B-5.1.F
Lead Reviewer: Miriam L'Engle
Submitted For: For Acceptance

Date of Submittal: 7-May-21
Date Comments Returned: 22-Jun-21
Resolution Meeting Date:

General Information				LAWA Comments				LAGP Response		LAWA Verification			
No.	Doc. Type	PDF Page Index No.	Page/Sht /Dwg	Discipline	Comment	Contract Doc. Reference	Org/By	Code	Response	Code	Verified by	Date	Notes
1.0	Plan	All	All	Construction	The Developer is responsible for ensuring that the plans and documents have correct spelling, grammar and formatting.	General Comment		1	Nothing was indicated.				
2.0	Plan	All	All	Construction	The Developer is responsible for full compliance with requirements of Contract Documents, including any provision of Developer's Proposal commitments that is more beneficial to LAWA. Plans or documents with no comments from the reviewers do no relieve the Developer from its obligations to meet Contract Documents requirements.	General Comment		1	Developer is unaware of any Proposal commitments that pertain to this submittal. Furthermore, only LAWA has the discretion to determine what is beneficial to it.				
3.0		8	9		Only L4 IS areas are provided. Please provide IS areas for L1-3 for each tenant. i.e AVIS IS: L1 XXX SF Level 1 + XXX SF level 4: total IS provided in both levels = XXX SF	TP Part 2B 6		1	Square footages for idle storage on Levels 1, 2, and 3 have been included.				
4.0		8	9		Provide breakdown of vehicle staging positions per table 7.1-4 showing allocation between pre-fueling, post wash and maintenance staging.	TP Part 2B 7.1.7 C & Table 7.1-4		5	QTA striping has been coordinated with tenants based on their operational needs and information provided to date. LAGP has reviewed multiple options with LAWA and tenants to accommodate 4 staging lanes per column bay, as well as 3 staging lanes per column bay. These options are attached. Any additional changes based on review and coordination with tenants will be updated in a for record submission.				
5.0		10	11		Show barriers per RAC submittal #1 (coordinated with tenants) Typical. See additional comment is Submittal 360 Barrier Count			5	Provided under separate submittal 360.82 APDU #45.				
6.0		10	11		Show the layout of rental stalls, drive aisles, service and exit booths, other Tenant spaces, and related building facilities, including the nearest two Vertical Cores and emergency exit stairways per TPs	TP Part 2B 5.1		5	Tenants' overall layouts have not been provided, once finalized, should be provided to LAGP via CAD file to be linked into allocation/layout plans. This coordination once provided by tenants will be updated in a for record submission.				
7.0		10	11		These drawings are insufficient in determining if the ongoing issues ABG has with the base building are adequately addressed. These issues include, but are not limited to: 1.Sewer has not be brought into the south core admin area anywhere close to where it has been as shown in our plans provided as far back as Nov 2019. 2.The exterior doorway and window opening on the north side of the Level 1 south core admin area is not located where we have shown it in our plans. 3.The alcove in our Level 1 easternmost maintenance bay is not as shown in our plans provided as far back as Nov 2019. 4.In our CSB area, we requested the swap of the janitors closet and the lactation room. AJ via email on 06.07.21	RAC comment		3	Items listed by AVIS are part of the coordination and 173 drawings provided and not part of this submittal. Responses provided for record below. 1. Sewer extension by tenant. 2. Doorway move will be accommodated by LAGP. 3. Alcove is provided to the extent possible. 4. J-closet and lactation room may not move. Lactation room cannot be accessed from women's restroom. Per LAWA Restroom design standards, "The Nursing Room will not be accessible from inside the Restrooms."				
8.0		11	12		Show location and size of tenants Customer service booths per RAC submittal #1 (typical to all levels)	TP Part 2B 5.1		3	Customer service booth locations have not been provided, once finalized, should be provided to LAGP via CAD file to be linked into allocation/layout plans. This coordination once provided by tenants will be updated in a for record submission.				

Baseline Comments Review Form



Landside Access Modernization Program - (ConRAC)

Submittal Number: 0169.3-01 Tenant Area Layout Plans
Review Documents: 2B-5.1.F
Lead Reviewer: Miriam L'Engle
Submitted For: For Acceptance

Date of Submittal: 7-May-21
Date Comments Returned: 22-Jun-21
Resolution Meeting Date: _____

General Information				LAWA Comments				LAGP Response		LAWA Verification				
No.	Doc. Type	PDF Page Index No.	Page/Sht /Dwg	Discipline	Comment	Contract Doc. Reference		Org/By	Code	Response	Code	Verified by	Date	Notes
9.0		11	12		Show location, quantify and size of tenants exit booths to clearly show them in plans* (typical to all levels)	TP Part 2B	5.1		3	Exit booth locations have not been provided, once finalized, should be provided to LAGP via CAD file to be linked into allocation/layout plans. This coordination once provided by tenants will be updated in a for record submission.				



Tenant Area Layout Plans – FDD Version

LAX Consolidated Rent-A-Car Facility

**Technical Submittal #169
LAGP Submittal # 169-000-0003-02**

August 11, 2021



APPENDIX A

EXHIBIT 169-L0 - TENANT AREA LAYOUT PLAN – ALLOCATION TABLE

LAX CONRAC - ALLOCATION										
RAC Companies	Market Share Per Family	CSB Building Area							Market Share Per Family (recalibrated to 100%)	Market Share Per Family
		CSB Market Share (SF) Requirement	Proposed CSB Area (SF) per Plans	Shared Hallway (SF)	Shared Lobby & BOH (SF)	Shared Shower Area (SF)	Total CSB (SF) Building Area	Actual % of Overall Building Area		
Alamo, Enterprise, National	33.90%	34,572.80	32,993.00	0.00	0.00	163.23	33,156.23	32.48%	33.87%	33.90%
Hertz, Dollar, Thrifty	31.80%	32,431.12	30,961.00	1,809.53	0.00	153.12	32,923.65	32.25%	31.77%	31.80%
Advantage, E-Z	2.60%	2,651.60	1,435.33	147.95	969.94	12.52	2,565.74	2.51%	2.60%	2.60%
Avis Budget	21.20%	21,620.74	21,343.00	1,206.35	0.00	102.08	22,651.43	22.19%	21.18%	21.20%
Fox & Payless	4.30%	4,385.34	2,555.45	244.68	1,605.07	20.71	4,425.91	4.34%	4.30%	4.30%
Sixt	6.30%	6,425.03	3,621.39	358.49	2,353.45	30.34	6,363.67	6.23%	6.29%	6.30%
Total	100.10%	102,086.63	92,909.17	3,767.00	4,928.46	482.00	102,086.63	100.00%	100.00%	100.10%

LAX CONRAC - ALLOCATION										
RAC Companies	Market Share Per Family	Ready Return and Idle Storage Garage								Market Share Per Family
		Ready Return Floor (SF)	Idle Storage on Level 1, 2, or 3 (SF)	Total on Level 1, 2, or 3 (SF)	Ready Return % Overall	Idle Storage on Level 4 (SF)	Idle Storage % Overall	Total Ready Return / Idle Storage Area	Total Actual %	
Alamo, Enterprise, National	33.9%	694,303.11	271,501.79	965,804.90	33.4%	325,700.32	35.5%	1,291,505.22	33.90%	33.9%
Hertz, Dollar, Thrifty	31.8%	630,880.88	244,046.78	874,927.66	30.3%	334,947.04	36.5%	1,209,874.70	31.76%	31.8%
Advantage, E-Z	2.6%	72,415.36	21,550.59	93,965.95	3.2%	3,150.45	0.3%	97,116.40	2.55%	2.6%
Avis Budget	21.2%	459,378.27	175,079.80	634,458.07	21.9%	171,005.18	18.6%	805,463.25	21.14%	21.2%
Fox & Payless	4.3%	110,542.09	31,948.64	142,490.73	4.9%	21,725.71	2.4%	164,216.44	4.31%	4.3%
Sixt	6.3%	133,754.51	46,683.26	180,437.77	6.2%	60,639.36	6.6%	241,077.13	6.33%	6.3%
Total	100.1%	2,101,274.22	790,810.86	2,892,085.08	100.0%	917,168.06	100.0%	3,809,253.14	100.0%	100.1%

LAX CONRAC - ALLOCATION										
RAC Companies	Market Share Per Family	QTA Areas						Car Corral Areas		Market Share Per Family
		Proposed QTA Buildnig Area (SF)	Vehicle Staging (stalls)	Fuel Nozzles	Car Wash Bays	Used Tire Storage (SF)	Maintenance Bays	Car Storage Area (SF)	Car Corral %	
Alamo, Enterprise, National	33.90%	241,009.00	234	60	12	500.0	20	19,075.70	35.12%	33.90%
Hertz, Dollar, Thrifty	31.80%	240,903.72	234	60	12	500.0	20	18,180.46	33.47%	31.80%
Advantage, E-Z	2.60%	9,525.23	19	5	1	50.0	2	676.27	1.24%	2.60%
Avis Budget	21.20%	158,865.90	160	42	8	350.0	14	11,985.87	22.06%	21.20%
Fox & Payless	4.30%	15,995.44	30	7	2	100.0	4	1,807.32	3.33%	4.30%
Sixt	6.30%	21,746.05	44	12	2	100.0	4	2,597.73	4.78%	6.30%
Total	100.10%	688,045.34	721	186	37	1600.0	64	54,323.35	100.00%	100.10%



LAX CONSOLIDATED RENT-A-CAR FACILITY
SUBMITTAL I 69 TENANT AREA LAYOUT PLAN - ALLOCATION TABLE

EXHIBIT I 69 - L0

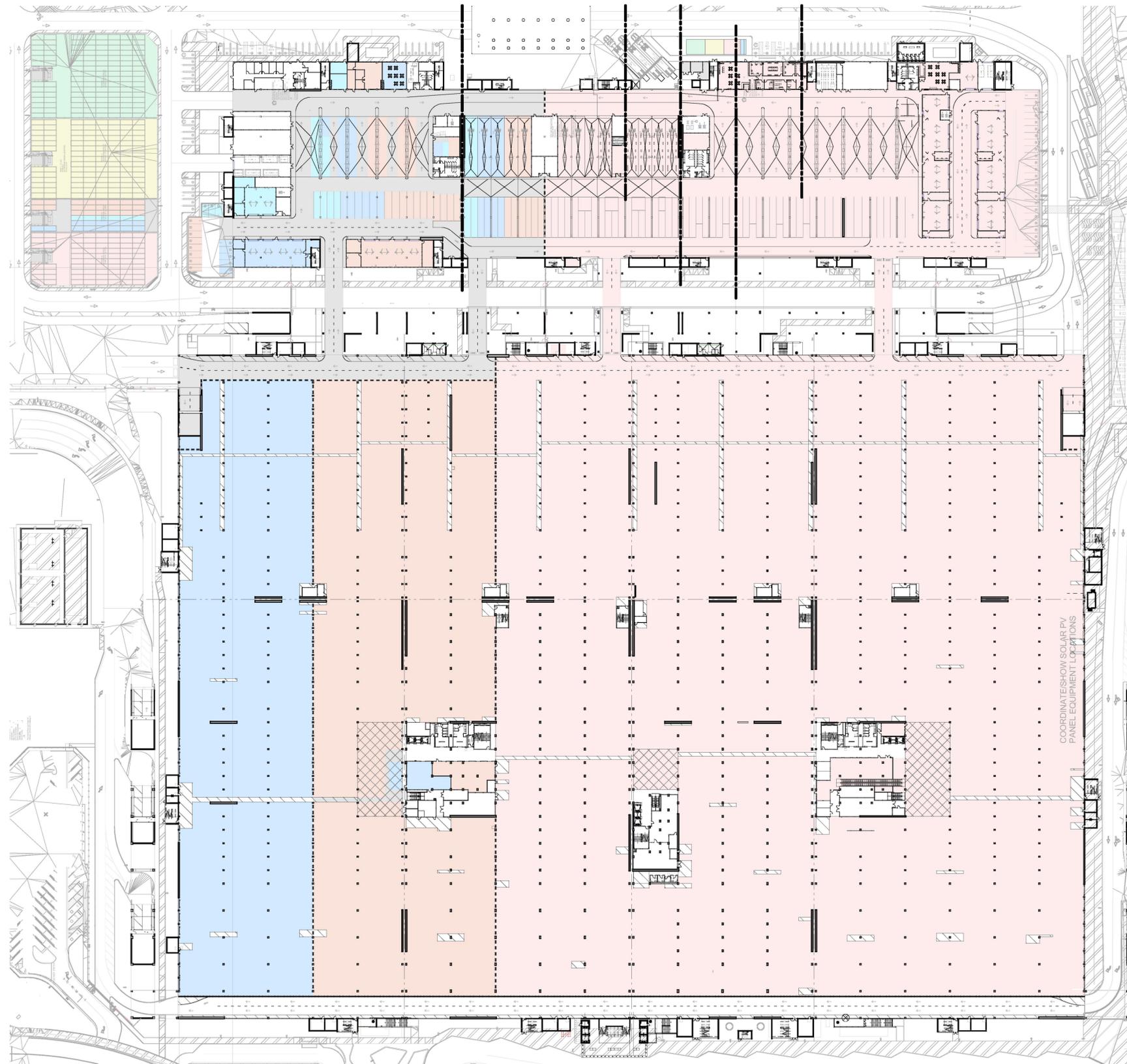
5933 W. CENTURY BLVD. SUITE 1050
 LOS ANGELES, CA 90045
 [T] 301 645 3276
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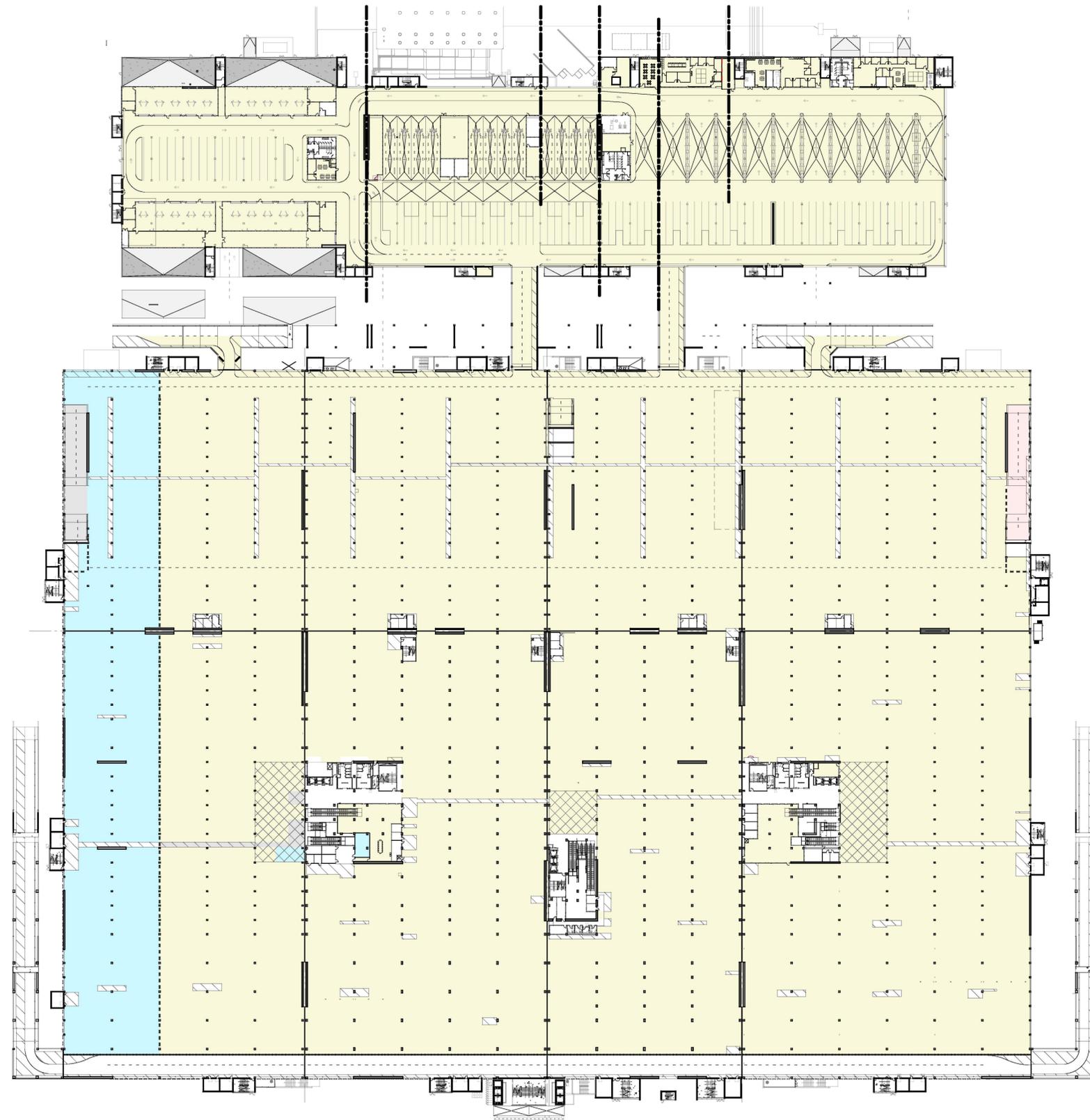
APPENDIX B

- EXHIBIT 169-L1 – TENANT AREA LAYOUT PLAN – LEVEL 1 PLAN**
- EXHIBIT 169-L2 – TENANT AREA LAYOUT PLAN – LEVEL 2 PLAN**
- EXHIBIT 169-L3 – TENANT AREA LAYOUT PLAN – LEVEL 3 PLAN**
- EXHIBIT 169-L4 – TENANT AREA LAYOUT PLAN – LEVEL 4 PLAN**
- EXHIBIT 169-L5 – TENANT AREA LAYOUT PLAN – LEVEL 5 PLAN**



RAC Companies

Alamo, Enterprise, National
Hertz, Dollar, Thrifty
Advantage, E-Z
Avis Budget
Fox & Payless
Sixt



RAC Companies

Alamo, Enterprise, National
Hertz, Dollar, Thrifty
Advantage, E-Z
Avis Budget
Fox & Payless
Sixt

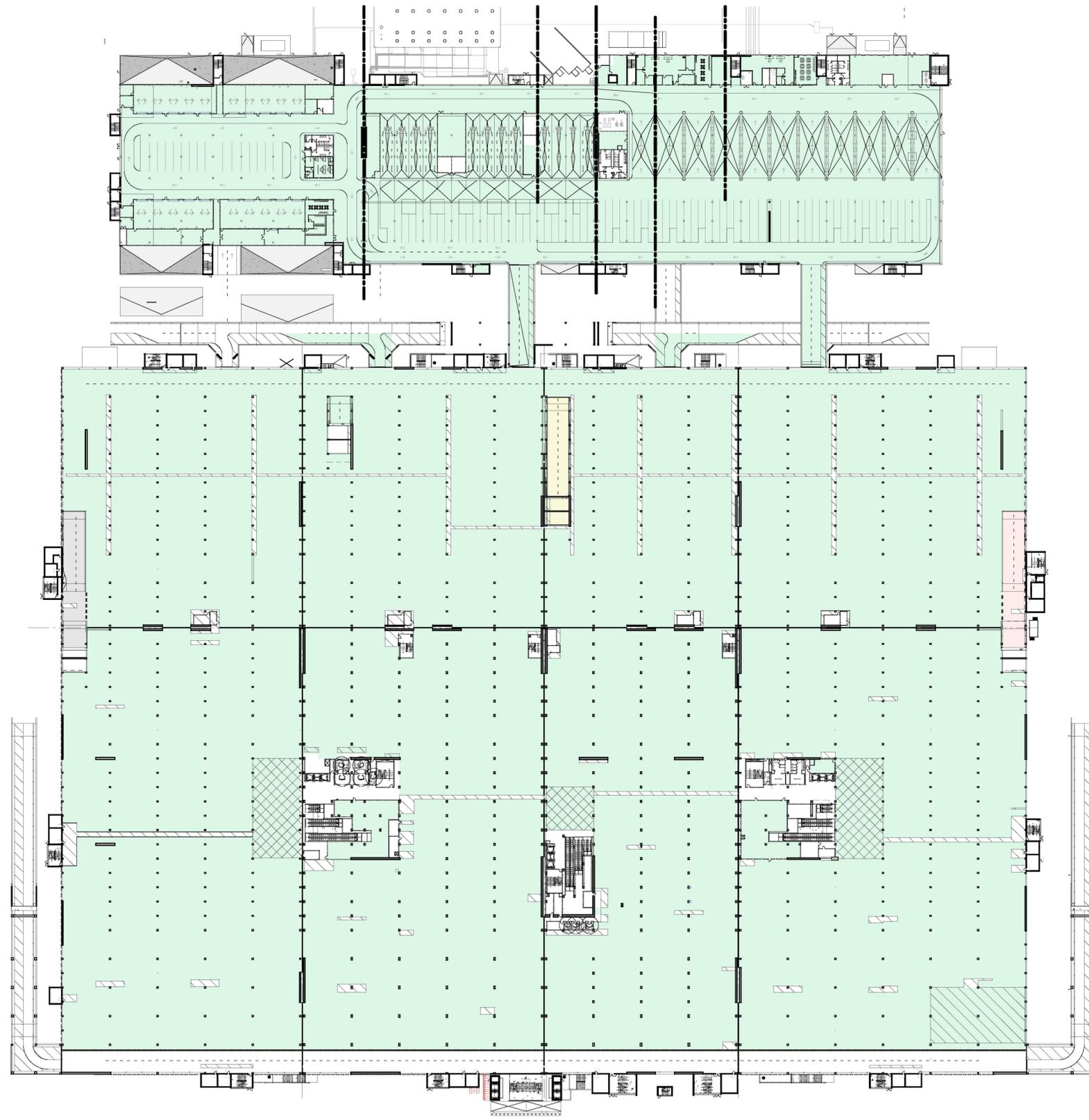


LAX CONSOLIDATED RENT-A-CAR FACILITY
 TENANT AREA LAYOUT PLAN - Level 2 Plan

EXHIBIT 169 - L2

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RAC Companies

Alamo, Enterprise, National
Hertz, Dollar, Thrifty
Advantage, E-Z
Avis Budget
Fox & Payless
Sixt

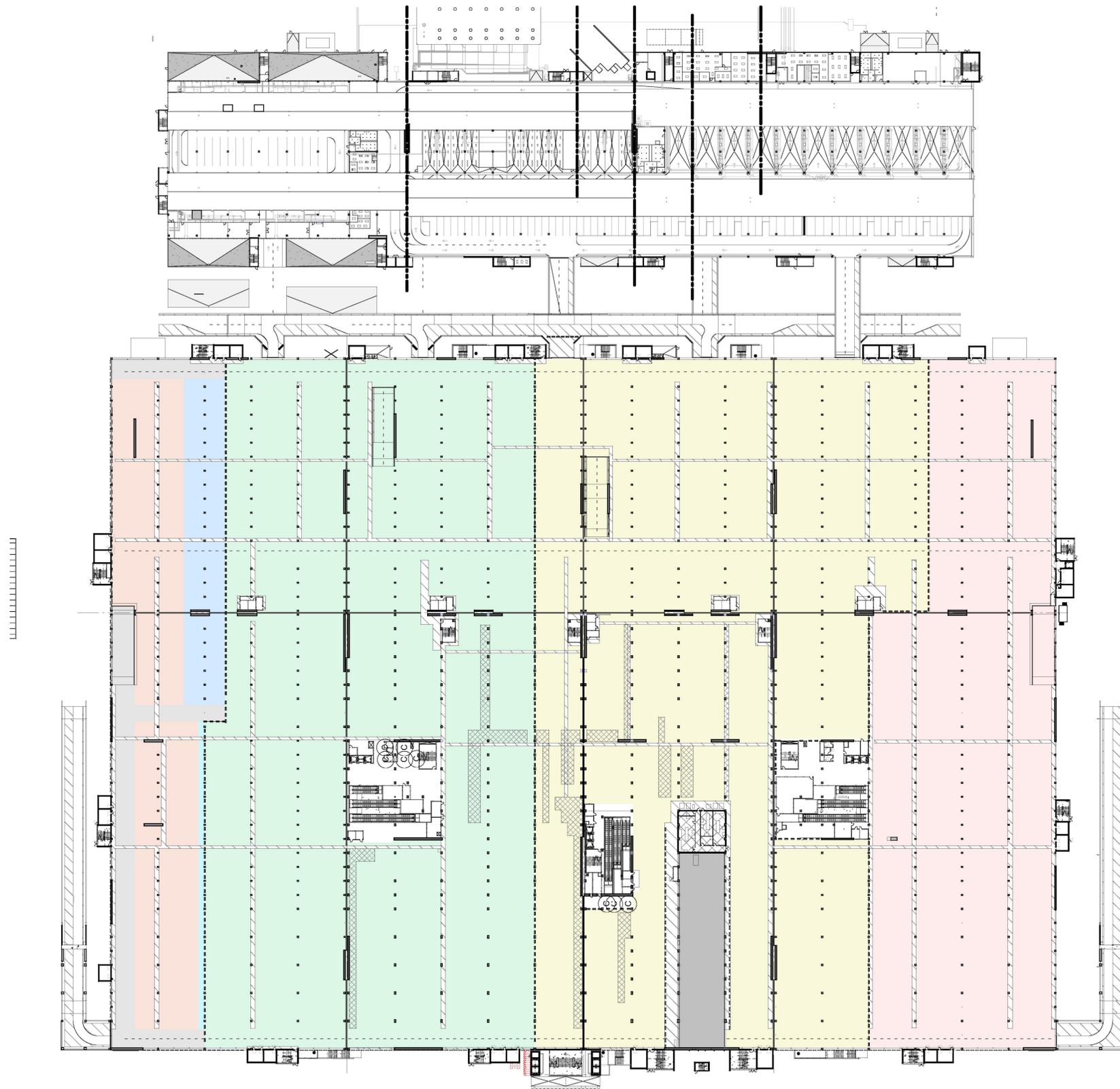


LAX CONSOLIDATED RENT-A-CAR FACILITY
 TENANT AREA LAYOUT PLAN - Level 3 Plan

EXHIBIT 169 - L3

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RAC Companies

Alamo, Enterprise, National
Hertz, Dollar, Thrifty
Advantage, E-Z
Avis Budget
Fox & Payless
Sixt

08/09/2021

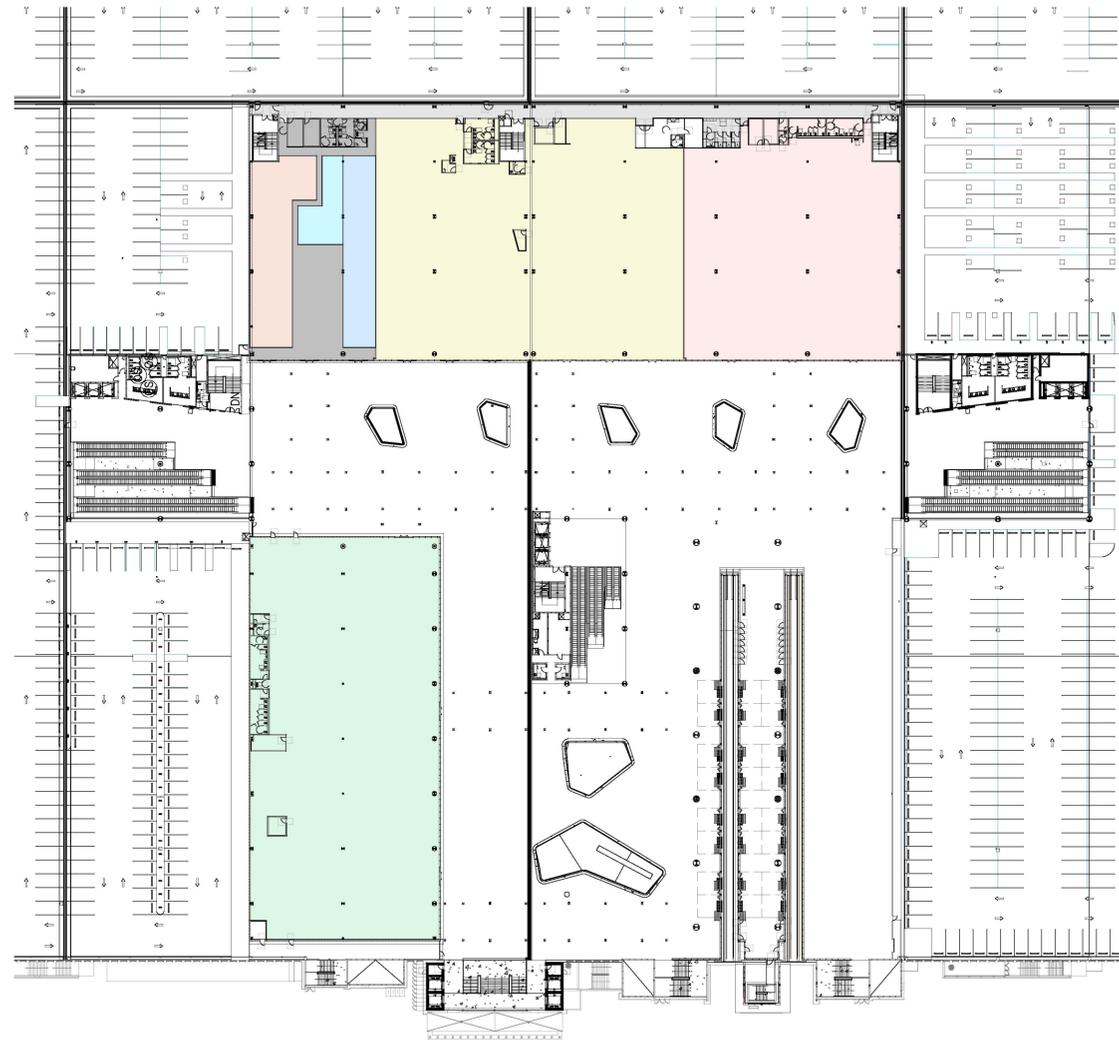


LAX CONSOLIDATED RENT-A-CAR FACILITY
 TENANT AREA LAYOUT PLAN - Level 4 Plan

EXHIBIT 169 - L4

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RAC Companies

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Hertz, Dollar, Thrifty
Advantage, E-Z
Avis Budget
Fox & Payless
Sixt



LAX CONSOLIDATED RENT-A-CAR FACILITY
 TENANT AREA LAYOUT PLAN - Level 5 Plan

08/09/2021

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EXHIBIT 169 - L5

EXHIBIT "F"
Exercising Plans

See attached.

Proposed Exercising Plan for QTA Systems – LAX ConRAC

Fuel System – Highest priority

The ConRAC has 186 fueling positions, Subcontractor estimates they will need to exercise, operate, and pump 10-gallons of fuel from each fuel position bi-weekly.

The primary goal is to exercise the various components of the fueling system by re-circulating pumped fuel back into tank. Subcontractor proposed plans assume the need to return and re-circulate the pumped fuel back into the main tanks. Approximately for every 100 gallons pumped (transport/transfer tank capacity), this process takes two (2) persons approximately 30-minutes each. The exercising of the fuel stations includes approximately 20-trips to return the pumped fuel back into the main tanks at 30-minutes per trip or 10-hours to return the 1860 gallons of fuel to the main tanks.

A third-party vendor experienced with local requirements will be utilized for collection, filtering and returned to UST's. See attached for specific qualifications and protections. Costs for equipment previously listed under Alternate Costs related to fuel system exercising is included. Taxes and unexpected incidentals such as materials used to adapt to ConRAC equipment and hazardous disposal are listed in the attached and are excluded and will be billed separately. MVI will hire a fuel manager to oversee and coordinate the exercising process as title holders and owner of the UST's representing Developer per the DBFOM 2.4.1-(a).

Laboratory Fuel Compliance and Testing "ASTM" Acceptable 87 Octane. Subcontractor estimates the fuel Sampling & Testing, outsourced to third party laboratory, 1-gallon at a time, recommended every two months (or 5x per year per tank), \$5000 each time. The testing cost is compensable.

LAWA will provide Developer with direction to sufficiently estimate End-of-Life planning for the Fuel if it degrades based on testing and field observations prior to any Tenant operations.

Monthly Labor for oversight: (1)

Oil System

The ConRAC has 64 maintenance bays, Subcontractor estimates they will need to exercise by pumping 5-gallons from each maintenance bay monthly at a minimum. The process entails one employee approximately 30-minutes to pump 5-gallons from each of the maintenance bays, which equates to 1,920 minutes or 32-hours to pump 320 gallons of oil.

Subcontractor will need to place the pumped oil into the used oil tank from the Collection Caddy approximately every 25 Gallons (transport/transfer tank capacity) using diaphragm pumps in the maintenance bays. Bi-weekly to monthly exercising of maintenance bay oil pump stations entails one employee approximately 13-trips per month adding oil to used oil tank at 30-minutes per trip or 13-hours to return the 320-gallons of oil to the main tank.

Subcontractor would like to propose the purchase of a high-volume transfer pump (capacity of 20 gallons per minute) to remove oil from used oil holding tank to return to new oil holding tank. This will take (2) two staff 20-hours to transfer the oil between holding tanks. Subcontractor estimates the

Proposed Exercising Plan for QTA Systems – LAX ConRAC

purchase of high-volume transfer pump equipment \$6,000 although alternate solutions will be considered to maximize value.

Monthly Labor Summary: 80 Hours min – 120 Hours max for biweekly (1 Technician)

- Min 32 -hours monthly to pump 320-gallons of oil
- Min 13 -hours to return the 320-gallons of oil to used oil holding tank
- Min 20 -hours to transfer oil between old and new oil holding tanks
- 15 -hours employee recording fuel, breaks

Exercising Equipment Expense: \$6,000 - Alternate

- \$6,000 high-volume transfer pump equipment – Options will be considered in cooperation with LAWA.

Car Washes – Highest Priority

The ConRAC has 37 carwash bays to exercise. Two (2) employees will exercise carwash bays daily. Each carwash bay will be exercised 2 hours per week. This will take two (2) employees seventy-four (74) hours to exercise all 37 car wash bays in the facility on a weekly basis.

- 50% of exercise are light washes (unoccupied)
- 50% of exercise are heavy washes (occupied). LAWA will provide vehicles

Simultaneously while the car washes are being exercised one (1) O&M employee (not included as part of additional costs) will be utilized to periodically check the basement level carwash equipment room monitoring the infrastructure equipment including controls, reclaim system, spot free system. Target 40 cycles/hr. Schedule for exercising to be coordinated with RB.

Included are administrative tasks such as gathering and recording usage/issue data, trouble shooting. Employee breaks add an additional -1.5 hours per day per person or (22.5- hours per week for three employees).

Weekly Labor Summary: 96 Hours (2.5 Technicians)

- 74 -hours exercising 37 carwash bays
- 22 -hours employee recording usage, breaks

Windshield Washer Fluid System

The ConRAC has 98 Window Washer Fill Hoses & Chucks (located at fuel stations), Subcontractor estimates they will need to pump ½ gallon to exercise and operate each of the Windshield Washing Fluid Stations monthly. 465 minutes, 8 hours / month

Note: Costs for specialized vapor recovery to fill the UST will be compensable if methanol mixed water is introduced. Option to fill day tanks with water only will not exercise UST primary pump.

Proposed Exercising Plan for QTA Systems – LAX ConRAC

It is acknowledged that coordination with LAWA regarding changes in scope will occur once a schedule for all Tenant operations is confirmed.

LAWA will provide direction to Subcontractor on the draining of the 46.5 gallons weekly either via the floor drain or other if only water is used. Pricing for other options i.e., using drums to collect water and dumping in landscape is compensable but unknown at this time.

Include tasks such as gathering and recording usage/issue data, trouble shooting, employee breaks add an additional 6 hours per month.

Monthly Labor Summary: 29 Hours (.25 Technician). Approximately 8 hrs / week

- 6 -hours monthly exercise 93 Windshield Washer Fluid stations
- 15 -hours per month to refill day tanks or UST is variable pending direction
- 6 -hours employee recording gallons, breaks

Vacuum System

The ConRAC has 186 Vacuum Hose Stations located at fuel stations. Subcontractor estimates they will need 3.5-minutes to exercise each of the Vacuum Hose Stations each bi-weekly, 651-minutes total or 11 hours bi-weekly. In addition to exercising each of the 186 Vacuum Hose Stations it will take approximately 5-hours per week exercise the seven (7) Turbines and Central Drums. Including startup and shutdown procedures that would not be occurring during normal operations. Suggestion to run every other week for 24/7 and flip nozzles one day during that week.

Include tasks such as gathering and recording data, trouble shooting, employee breaks add an additional 4 hours per week.

Bi-Weekly Labor Summary: 20 Hours (.25 Technician) (40 hrs month)

- 11 -hours weekly to exercise and operate 186 Vacuum Hose Stations
- 5 -hours weekly to exercise the seven (7) Turbines, Drums, Collectors, Filters, & Seals
- 4 -hours employee recording data, breaks

Air Compressors

The ConRAC has 221 Air Fill Hoses & Chucks. 93 Air Fill Hoses & Chucks located at fuel stations and 128 Air Fill Hoses & Chucks located at maintenance bays. Subcontractor estimates they will need 2.5 minutes per location to exercise and operate each Air Fill Hose & Chucks monthly, 553 minutes total or 10 hours per month. In addition to exercising each of the 221 Air Fill Hoses & Chucks it will take approximately 5-hours per week to verify (Amperage Readings, Leaks Checks, Oil levels), exercise, and operate the six (6) Compressors, and Central Tanks, Valves, Gauges, Air Dryers & Filters. Including startup (20 minutes for oil to heat up) and shutdown procedures that would not be occurring during normal operations. Potential to leave on for 24hr increments to power other systems based on schedule.

Include tasks such as gathering and recording data, trouble shooting, employee breaks add an additional 4 hours per week.

Proposed Exercising Plan for QTA Systems – LAX ConRAC

Monthly Labor Summary: 19 Hours Monthly (.25 Technician)

- 10 -hours monthly to exercise 186 Vacuum Hose Stations
- 5 -hours monthly to exercise the six (6) Compressors, and Central Tanks, Valves, Gauges, Air Dryers & Filters
- 4 -hours employee recording data, breaks

Vehicle Lifts

The ConRAC has 64 Hydraulic Lifts (located at maintenance bays) Subcontractor estimates they will need 15-minutes each to exercise each of the Hydraulic Lifts; 960 minutes total or 16 hours Bi-weekly.

Subcontractor estimates they will exercise the Hydraulic Lifts:

- 75% of exercise are light lift (unoccupied)
- 25% of exercise are heavy lifts (occupied). LAWA will provide vehicles

Include tasks such as gathering and recording data, trouble shooting, employee breaks add an additional 7.5 hours per week. Exercising time may vary when vehicles are involved to safely enter bay/secure vehicle on lift/exercise/exit bay.

Bi-Weekly Labor Summary: 33.5 Hours Bi-Weekly (.5 Technician) (67 hrs month)

- 16 -hours bi-weekly to exercise and operate 64 Hydraulic Lifts
- 10 -hours additional average hours to exercise with vehicles
- 7.5 -hours employee recording data, breaks

Summary and Support Costs

Exercise Total FTE Cost

Adjusted FTE:

1-Fuel

1-Oil

2-CW

2-All other systems including backups for other systems FTE.



Precept
environmental, inc.

**Proposal:
Water Management Program**



**Proposed For:
Johnson Controls O&M P3
LAX ConRAC Facility**

Proposed On: September 19th, 2022

specializing in air and water safety



Johnson Controls O&M P3
LAX ConRAC Facility
5431 W 98th St,
Los Angeles, CA 90045

September 19th, 2022

Attention: Fred Wilson

Re: Proposal for Water Management Program – LAX ConRAC Facility

Fred:

Thank you for the opportunity to share our program offering with you, and we appreciate you taking the time to discuss the Los Angeles International Airport (LAX) Consolidated Rent-A-Care (ConRAC) facility project. Per your request, I am pleased to give you a proposal for the development of a Water Management Program for the LAX ConRAC facility. The intent of the Water Management Program is to ensure the health and safety of the aerosolizing water systems of the building, as well as meet the requirements of *ANSI/ASHRAE Standard 188-2021*.

This **Precept Environmental Water Management Program** Proposal includes the following:

Water Safety Plan: This plan will be customized for the facility and will be designed to impart continuing control of potential waterborne pathogens in facility water systems. The program includes the development of Management Policies, provides Standard Operating Procedures (SOPs) and protocols for routine preventive maintenance, and remedial actions. Included with this program is onsite, in-service training so that facilities management personnel have a complete understanding of the program and its importance.

Program Validation-Legionella Analytical Sampling: To help ensure the effectiveness of the program and control measures, routine *Legionella* bacteria sampling may be conducted. A comprehensive analytical sampling program will be designed for the facility to establish a baseline for overall water quality. *The number of samples will be determined following a site survey and Program development.*

Program Verification: This proposal also includes our Verification Process by which your program is evaluated on a routine basis. This process provides 3rd party monitoring and evaluation of your program successes and can also help identify further areas for improvement. It is also a vital component to the ANSI/ASHRAE 188-2021 Standard.

Precept Environmental is capable of providing superior advisement and services that will help manage the hazard of waterborne and airborne pathogens that can cause disease. We are committed to giving responsible guidance that is always in the best interest of the customer and their employees, and our solutions are based on industry best practices, as well as accepted guidelines and standards.

Please see the attached pages for the proposal for the aforementioned services. Feel free to contact us if you have any questions, or concerns, and we look forward to working with you in the near future.

Sincerely,

A handwritten signature in black ink that reads "Maria M. Fleming".

Maria M. Fleming
Regional Manager
Precept Environmental, Inc.
310.508.9500

A handwritten signature in black ink that reads "Johanna Astaire".

Johanna Astaire
Vice-President
Precept Environmental, Inc.
310.717.6062



Precept Environmental – Company Description

Precept Environmental Inc. is a professional advisement company that combines engineering disciplines with the science of biology. Precept Environmental provides superior advisement and resources to the commercial and industrial markets to help manage the hazards associated with airborne and waterborne pathogens that can lead to disease.

Because Precept Environmental does not sell chemical products or equipment, the company can be committed to giving unbiased guidance that is always in the best interest of the customer and their employees. All of the solutions that Precept Environmental provides are based on industry guidelines from authoritative entities, including the Centers for Disease Control (CDC), the Occupational Safety and Health Administration (OSHA), American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE), and the Cooling Technology Institute (CTI).

The staff of Precept Environmental consists of scientists and engineers with various educational backgrounds. Included are Microbiologists, Biologists, Certified Industrial Hygienists, Environmental Scientists, Mechanical and Chemical Engineers. This combined industry blend of experience and expertise enables Precept Environmental to provide solutions and advisement that is both feasible and effective for the clients. The members of the Management Team that will be directly involved in this Water Management Program Development are briefly described below:

The Precept Environmental Team

Maria M. Fleming is the Southern California Regional Manager. She has a B.S. in Environmental Management and Protection from California Polytechnic State University, San Luis Obispo. For over 10-years, Maria has managed all projects associated with healthcare and occupied buildings, including Water Management Programs, analytical testing and indoor air quality (IAQ) studies.

Johanna Astaire is the Vice President for Precept Environmental. She has a Master's Degree with Distinction, and graduated from California Polytechnic State University, San Luis Obispo with a degree in Microbiology. Currently, she directs technical aspects of Management Program developments, as well as all Indoor Air Quality investigative and analytical studies.



Why Precept Environmental?

The Most-Established Company in the Field of Water Management

Precept Environmental has been well-established in the business of developing Water Management Programs since 2006. We have been experts in the field of Water Safety many years before the development and acceptance of the ASHRAE Standard 188 in 2015. Our company mission has been based on Water Management since our inception.

Precept Environmental Does Not Sell Products

Precept Environmental is completely unbiased and independent of products, chemicals and equipment. Since we do not represent any of these items, it allows us to provide solutions that are always in the best interest of our customers.

Precept Environmental is Not a Laboratory

Precept Environmental does not own or operate any Analytical Laboratories. We use accredited laboratories that specialize in their field of analyses, such as those that are CDC Elite Certified for *Legionella* enumeration. This allows us to focus on the data and results, versus on the revenues associated with analytical sampling. We are not interested in the volume of samples, but rather the data collected from the appropriate amount of sampling that gives us relevant statistical data.

Precept Environmental Has Coverage Throughout the West Coast

Unlike companies that have minimal personnel in the field of water safety, Precept Environmental employs dozens of advisors throughout California that specialize in the development and support of Water Management Programs, for property managers, commercial buildings and mostly, for the healthcare industry.

Precept Has the Most Tenure and Experience of all Companies in our Industry

Our Water Management Programs have over a decade of proven success throughout the west coast healthcare industry. Since the incorporation of Precept Environmental in 2007, we have developed more Water Safety Plans than any other company in California, including many large network providers. Some of these *approved* references include the following organizations:



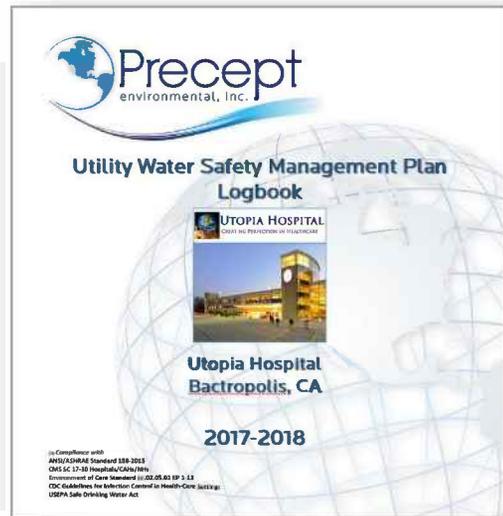


The Precept Environmental Water Management Program

Having a comprehensive management program specific to each facility is an effective way to control dangerous pathogens such as *Legionella* bacteria. Precept specializes in helping our customers develop, implement, and document all aspects of a pathogen management program. An effective management program considers the following: systems and processes, maintenance practices, control strategies, environmental conditions, and preventive & remedial protocols. These will be carefully evaluated in order to create a functional management plan document for each facility that will be in support of the previously mentioned guidelines and standards.

The Water Safety Plan: The Water Safety Plan documents will be organized as follows:

1. Introduction... How to use the document
2. System Identification and Hazard Analysis
3. Management Team and Control Practices
 - ◆ Management Responsibilities
 - ◆ Domestic Cold Water
 - ◆ Domestic Hot Water
 - ◆ Cooling Towers
 - ◆ Decorative Fountains
 - ◆ Ice Machines
 - ◆ Other Miscellaneous Water Systems
4. Standard Operation Procedures and Protocols
5. Task Scheduling & Verification Forms
6. Program Monitoring & Action Plans
7. Supplemental Information
8. Process Flow Diagrams



Water Management Program Log Book: Included with the program will be a Master Log Book, which will be used for implementation and documentation of the plan. This logbook ensures records for compliance are consolidated for easy proof of documentation. The log book contains the following:

1. Individual Tab for Each Log Sheet
2. Tab for Analytical Results
3. Tab for other relevant information



Scope of Work

Because of the amount of detail and customized SOPs that are required for development of Management Plans and Master Logbooks, there are three phases of your Management Plan Program development. Each of these phases are planned and organized to be as effective as possible to best utilize the time of facility personnel.

Phase 1: Onsite Technical Survey

- ❖ Site Inspection of LAX ConRAC facility project, including the Ready Return/Idle Storage Building (RRIS), Quick Turn Around Building (QTA), Customer Service Building (CSB), the Dept of Water & Power Building (DWP), etc.
- ❖ Systems that will be surveyed and documented will include ALL aerosolizing water systems, such as the following (if present):
 - Domestic Hot & Cold Water Systems
 - Cooling Tower Systems
 - Domestic Cold Water Main Feed
 - Heat Exchangers and Water Heaters
 - Ice Machines
 - Emergency Eyewash and Showers
 - Drinking Fountains
 - Car Washes
 - Domestic Water Fixtures
 - Domestic Soft Water Systems
 - Air Handling Units
 - RO System
- ❖ Documentation of aforementioned equipment
- ❖ Review of current preventive maintenance practices
- ❖ Identification of pathogen control strategies and SOPs necessary for the program
- ❖ Task planning meeting

Phase 2: Document Production and Electronic Draft Review

- ❖ Presentation of the Management Plan draft documents
- ❖ Review of SOPs and Responsible Parties for task completion
- ❖ Review of Checklists and Log Sheets to accompany SOPs

Phase 3: Finalized Document Presentation

- ❖ Final review of designated revisions (Program Tasks, SOPs, Responsible Parties)
- ❖ Distribution of printed documents and associated Program Log Books
- ❖ Operator In-Service Training – Rollout Use of Plan & Log Sheets
- ❖ Performance criteria discussion

Scope of Work: Analytical Verification and Sample Assistance

Surveillance of pathogenic bacteria (*Legionella*, *Pseudomonas*, Coliforms, *Aspergillus*, etc) is an important part of an effective pathogen control program. Regular monitoring allows the environment to be directly gauged and trended over time, so that ongoing control of the environment is documented. It is particularly important when *Legionella* control measures are in place, such as implementation of a Management Plan.



Although Precept Environmental is not a laboratory, we recommend and utilize independent laboratories that are AIHA Industrial Hygiene & Environmental Microbiology accredited, and are CDC Elite Certified for *Legionella* enumeration. To ensure the production of accurate and defensible data, we choose laboratories that adhere to a thorough Quality Assurance Program. This program ensures the customer that a high standard of accuracy, reliability, and impartiality are consistently applied to all services rendered.

Due to the concerns and controversies associated with the shipping of environmental *Legionella* samples, (i.e. false-positives and false-negatives), Precept Environmental provides **same-day delivery whenever possible** to a local CDC *Elite* Certified laboratory so that the samples can be processed immediately. This helps reduce the potential for changes to the viability of sample organisms that may occur in overnight shipping of samples to laboratories that are located far from your facility. We will utilize FedEx priority shipping in sample environmental sample cooler containers when local lab delivery is not feasible.

Analytical Baseline Sampling

To establish a baseline for the overall water quality from a microbiological standpoint throughout the buildings, a comprehensive analytical sampling program will be designed based on the number of systems and areas that are present. This design will statistically give a confidence level that will be representative of the overall facility water environment.

Typically, the systems that will be tested may include the following:

- Domestic Hot Water
- Domestic Cold Water
- Cooling Towers
- Hot Water Heaters/Tanks
- Ice Machines
- Decorative Fountains





Program Cost Summary:

Water Management Program Development

Precept specializes in complete program management for your facilities. It is our goal to not only develop an effective management plan document but ensure that it is carried through and documented in the best way possible to establish diligence and commitment to providing a safe environment.

Based on the scope of work, Precept Environmental and our team of consultants can complete the surveys, development, and implementation of our comprehensive Water Safety Plan upon management authorization. Precept will provide a detailed schedule of the overall project locations and dates of site surveys and program completion upon project approval.

Water Management Program Development, Including:

- Aforementioned Scope of Work, and Onsite Technical Survey
- Management Plan Document Issued after Draft, and Final Review Approval
- Master Log Book
- Onsite Program Implementation and Support
- In-service Education & Training

One-Time Initial Cost for Water Management Program Development: \$ 15,300

Water Management Program Verification Services, Including:

- On-site review of Program documentation (i.e.: Quarterly)
- Compliance measurement based on scheduled control task completion
- Preparation for upcoming Management Plan tasks
- Review and trending of recent analytical sampling results
- Management Progress Report / Executive Summary of Verification results
- Bound Report, including an Executive Summary of Verification results

Program Verification Services: \$ 3,200 per Verification

Legionella Analytical Sampling (Program Validation), Including:

- Use of Independent CDC Elite certified laboratory
- Samples collected by Precept Field Support Specialist (available 7 Days per week if needed)
- Includes same-day delivery to the laboratory when feasible, sample containers, chain of custody and implementation of proper sampling methods per Standard Methods Procedures
- Customized report with interpretations and recommendations based on Water Management Plan

Analytical Laboratory Fees¹: \$ 145 each

Note¹: This price is based on a 20-sample minimum, as well as one retesting verification analysis if necessary.

EXHIBIT "G"
O&M Costs Spreadsheet

See attached.

LAX ConRAC O&M Non-Occupancy Period Costs 4/2023 - 12/2023

Change Order Grouping	Item	Notes	Unit/Service Cost	Number of Services (9 month period)	ROM Baseline Monthly cost per category (Full Scope)	Cost for Service (9 months)	Monthly Costs				Total Cost
							Monthly Base	Markup - Own Forces 12%	Markup Sub-Contract 3%	Markup - Developer 1.50%	
1	Water Mgmt Plan Development		\$ 18,360	1	Would not apply	\$ 18,360	\$ 2,040	\$ 61	\$ 31	\$ 2,132	\$ 19,186
1	Exercising of QTA Systems	Does not include prevailing wage at this time pending clarity of work	\$ 110,728	9	Would not apply	\$ 996,552	\$ 110,728	\$ 3,322	\$ 1,661	\$ 115,711	\$ 1,041,397
1	Home Office costs - Legal, admin	TBD pending final legal involvement	\$ 104,594	1	Would not apply	\$ 104,594	\$ 11,622	na	\$ -	\$ 11,622	\$ 104,594
										CO1	Total 9 month cost \$ 1,165,177
2 - NTE	Water Testing* - Monthly	Lab fees \$145ea x 20 = \$2900	\$ 2,900	9	Would not apply	\$ 26,100	\$ 2,900	\$ 87	\$ 44	\$ 3,031	\$ 27,275
2 - NTE	Fuel testing*	Proposed Interval - Est every 2 months - (7) Tanks	\$ 5,000	5	Would not apply	\$ 25,000	\$ 2,778	\$ 83	\$ 42	\$ 2,903	\$ 26,125
										CO2	Total 9 month cost \$ 53,400
*Additional costs to apply pending testing results including unforeseen conditions.						Est. Monthly Change Order Costs #1 & #2	\$ 130,067	\$ -	\$ 3,553	\$ 1,777	\$ 135,397
*Tax and unforeseen extra materials needed to adapt equipment not included.											
Variable O&M Work		(Part of Pass-Through Costs)			Normal Operations Informational Only						
	Janitorial	Based on modified scope, variable	\$ 41,038	9	\$ 158,000	\$ 369,342	\$ 41,038				\$ 41,038
	Pest Control	Based on minimum contract scope, variable	\$ 3,446	9	\$ 3,446	\$ 31,014	\$ 3,446				\$ 3,446
	Waste Mgmt	Based on min. modified scope, variable	\$ 3,829	9	\$ 22,858	\$ 34,461	\$ 3,829				\$ 3,829
					\$ 184,304						
Est. VOM costs for 9 month Non-Occupancy Period						\$ 434,817	\$ 48,313	\$ -	\$ -	\$ 48,313	

Alternate Costs if needed	Item	Notes	ROM Cost	Est. cost per gallon - 91octane	# of gallons of 91 octane to raise from 85 to 87 octane	One-time Alternate ROM Costs				
						Base ROM	12%	3%	1.50%	ROM w/Markup
	Equipment needed for exercising	Pumps, hoses, tools unknown at this time	\$ 10,000			\$ 10,000		\$ 300	\$ 150	\$ 10,450
	Re-Chlorination costs - Per Loop	Dependent on testing results (15 HW Loops)	\$ 4,200			\$ 63,000		\$ 1,890	\$ 945	\$ 65,835
	Fuel (gasoline) costs	Costs to add premium fuel to existing, 58,000gl - if octane drops to 85	\$ 145,000	\$5	29,000	\$ 145,000		\$ 4,350	\$ 2,175	\$ 151,525
	HAZMAT cost to remove 58,000 gallons of fuel if bad	Cost to empty tanks - Hazmat removal	\$ 12,000			\$ 12,000		\$ 360	\$ 180	\$ 12,540