

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

This First Amendment to LAX-VNY Smart Parking Operation and Management Agreement DA-5466 (this “**First Amendment**”) is made and entered into as of the 8 day of December, 2022_ by and between CITY OF LOS ANGELES, a California municipal corporation, acting by order of and through its Board of Airport Commissioners (“**City**”), and ABM AVIATION, INC., a Georgia corporation (“**Operator**”).

RECITALS

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

B. By this First Amendment, City and Operator desire to increase the CAPEX Approved Costs for the Second Year of the Term and to otherwise amend the Agreement on the terms and conditions set forth herein.

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

AGREEMENT

1. Capitalized Terms. Unless otherwise defined herein, the capitalized terms used in this First Amendment shall have the same respective meanings ascribed to such terms in the Agreement.

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

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

3. Estoppel. Operator warrants, represents and certifies to City that as of the date of this First Amendment: (a) City is not in default under the Agreement; and (b) Operator does not have any defenses or offsets to performance of its obligations under the Agreement as and when the same becomes due.

4. Attorneys' Fees. In the event either party should commence an action to enforce any provisions of this First Amendment, then all reasonable costs and expenses incurred by the prevailing party therein, including attorneys' fees, experts' and arbitrators' fees and costs, shall be paid by the other party, which obligation on the part of the other shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment. This provision with respect to attorneys' fees shall be severable from all other provisions of this First Amendment, shall survive any judgment, and shall not be deemed merged into the judgment.

5. Electronic Signature. The Agreement and any other document necessary for the consummation of the transaction contemplated by the Agreement may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Contract and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Contract had been delivered that had been signed using a handwritten signature. All parties to this Contract (i) agree that an electronic signature, whether digital or encrypted, of a party to this Contract is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Contract based on the foregoing forms of signature. If this Contract has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("**E-SIGN**") and the California Uniform Electronic Transactions Act ("**UETA**") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

6. Agreement in Full Force. Except as amended and modified as set forth in this First Amendment, the terms and provisions of the Agreement remain the same and in full force and effect. Operator ratifies the Agreement, as amended hereby.

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

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

"City:"
CITY OF LOS ANGELES,
a California municipal corporation, acting by
order of and through its Board of Airport
Commissioners

By: _____

Name: Justin Erbacci, Chief Executive Officer

"Operator:"
ABM AVIATION, INC., a Georgia corporation

By:  _____

Name: Steven Aiello

Title: SVP, Landside Operations

By:  _____

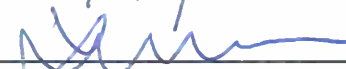
Name: Sean Bromfield

Title: President, ABM Aviation, Inc.

APPROVED AS TO FORM:

~~Michael N. Feuer~~, City Attorney

Date: 1/4/23

By:  _____
Deputy/Assistant City Attorney

**Exhibit F-1
Approved Costs**

Item #	Subject	Facility	Work Description	Total Agreed Amount (\$ Cost)
001	Smart Parking Independent Network	CTA Garages- Smart Parking Network	IT infrastructure upgrades to support independent Smart Parking network. This is a change from original plan to operate on LAWA network. Fully independent network included fiber cabling between each garage including terminations, jumper cables, enclosures, switches, and firewalls along with the installation of such items	\$ 3,196,955
002	ITF-W EV Improvements	Intermodal Transportation Facility West (LAX Economy Parking)	Relocation of EV charging stations to use building existing infrastructure (electrical rooms) and meet code requirements that differed from original designs	\$ 2,000,478
003	Flagger and Schedule Changes	CTA Garages	Revised original phasing and mobilization from full garage closures to partial closures which required additional flaggers, fencing, ASR development, towing, planning, and coordination for P1, P2A, P2B, P4, P5, P6, P7 and Economy Lot.	\$ 5,559,791
004	ITF-W Fiber Upgrades	Intermodal Transportation Facility West (LAX Economy Parking)	Upgrade network infrastructure from CAT6 cabling installed by prior contractor to fiber optic cable to improve parking system transaction performance.	\$ 220,968
005	Thermo Paint Removal and All Striping Removal	CTA Garages	Pre-existing striping in P1, P2A, P2B, P4, P5, P6 where several layers of thick paint and some areas had thermal bounded polymer which required additional work to remove.	\$ 698,567
006	Egress Plans for CTA	CTA Garages	Egress plans for the parking garages were required for permitting purposes and LAWA did not have these documents. As a result, ABM was required to hire an engineering firm to produce egress plans to accompany their submission of permit requests.	\$ 102,394
007	P7 Waterproofing Spall	CTA Garages	Repair the damaged concrete within Garage P7, Level 3 caused by wear and tear from years of weather erosion and vehicle traffic.	\$ 361,058
008	P7 Expedited Painting	CTA Garages	LAWA requested expedited work to complete painting in P7 to reopen to the public ahead of original schedule.	\$ 68,250
009	Additional Civil Engineering Work	CTA Garages	Additional engineering work that was required for the completion of this project to deconflict interface issues with APM contractor. Example: re-design P2a exit plaza, P2b valet exit, etc.	\$ 1,228,502
010	Schedule/Expanded Scope/Unknown Work Conditions	CTA Garages	Additional work consisted of: 1) asphalt work was required due to deteriorated asphalt base 2) painting was split in phases that required additional crews; 3) P1 electrical room required infrastructure improvements to meet LADBS code, and 4) wheel stops and bump bars were procured to enhance safety and security	\$ 1,966,544
011	PGS Redesign	CTA Garages	Re-designed and multiple changes to the PGS system driven by mitigation efforts to reduce system damage. Typical installations would have the sensor modules on a flat channel throughout the drive lanes. Due to variations in garage levels heights, the system was redesigned to move the channel up, with the structural supports.	\$ 2,889,508
012	Changes to PARCs installation	CTA Garages	Multiple changes were encountered with the installation of the PARC's system related to mitigation with APM work, unknown work conditions due to existing infrastructure and general changes to the original designs. This cost also included new rate digital signage at all entry lanes versus using static signage.	\$ 1,724,918
013	Integration Platform	CTA Garages	Additional functionality and more development costs were needed due to LAWA requirements and operational needs. This included LAWA's system verification (Okta) and other improvements.	\$ 178,402
014	P3 Future Work	CTA Garages	Future work pending submittal review to complete P3 Garage Improvements that include removal of striping and island modifications at the entries.	\$ 420,000
Total				\$ 20,616,336

CAPEX Approved Cost \$ 20,616,336