

FIFTH AMENDMENT TO CONTRACT NO. DA-5117
BETWEEN THE CITY OF LOS ANGELES
AND
SIEMENS INDUSTRY, INC.

This Fifth Amendment is made and entered into this _____ day of _____, 2022, at Los Angeles, California by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through the Board of Airport Commissioners (hereinafter referred to as "Board") of the Department of Airports (hereinafter referred to as "Department" or "LAWA") and Siemens Industry, Inc. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor entered into Contract No. DA-5117 (hereinafter referred to as "Contract") dated September 1, 2016 to provide on-site operations support, service, for the Airport Response Coordination Center (hereinafter referred to as "ARRC") systems during regular working hours and equivalent on-call support, service, and maintenance for all hours outside of regular working hours, collectively on a twenty four (24) hour three hundred sixty five (365) days a year basis for the Department throughout the term of the Contract and as amended on November 27, 2017, August 30, 2018, October 25, 2019, and on September 3, 2020; and,

WHEREAS, the City finds that a competitive process is impractical under the current circumstances; and,

WHEREAS, the parties hereto desire to amend this Contract to extend the term for an additional seventeen (17) months and to add additional contracting authority.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, it is mutually agreed that Contract No. DA-5117 BE AMENDED AS FOLLOWS:

Section 1.0 Sub-section 1.1 of Section 1.0, Term of Contract, is deleted in its entirety and replaced with the following:

"The term of this Contract shall commence on October 3, 2017 and shall terminate on September 2, 2023 unless otherwise terminated as set forth in this Contract. City may terminate this Contract, with or without cause, upon giving the other party thirty (30) days' advance written notice or as otherwise set forth in the Contract."

Section 2.0 Subsection 3.2 of Section 3.0, Contractor Scope and Fee, is deleted in its entirety and replaced with the following:

"The compensation to Contractor shall not exceed Seven Million Eight Hundred Fifty Seven Thousand Three Hundred Forty Two Dollars (\$7,857,342) for the term of the Contract. The stated amount is deemed to include all provisions for

Contractor's compensation for the scope of services under the Contract, including, without limitation, travel costs, fringe benefits, all out of pocket costs, and overhead."

Section 3.0 This Contract, and any amendments thereto, and any other document necessary for the consummation of the transaction contemplated by this Contract 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.

Section 4.0 It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Fifth Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties or obligations of either of the parties hereto under or by reason of Contract No. DA-5117 and except as expressly amended herein, all terms, covenants, and conditions of Contract No. DA-5117, and all amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, City has caused this Fifth Amendment to be executed on its behalf by the Chief Executive Officer and Siemens Industry, Inc. has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
MICHEL N. FEUER,
City Attorney

CITY OF LOS ANGELES

Date: March 17, 2022

Date: _____

By: 
Deputy Assistant City Attorney

By: _____
Chief Executive Officer
Department of Airports

By: _____
Tatiana Starostina
Deputy Executive Director
Chief Financial Officer

ATTEST:

SIEMENS INDUSTRY, INC.

By _____
Signature (Secretary)

By Eric Ackermann _____
Signature Electronically signed by: Eric Ackermann
Date: Mar 8, 2022 17:48 PST

Print Name

Eric Ackermann

Print Name

Vice President

Print Title

[SEAL]

Dirk Glaser, VP Finance Electronically signed by: Dirk Glaser, VP Finance
Date: Mar 9, 2022 08:06 PST