



Item Number
13
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Report to the BOARD OF AIRPORT COMMISSIONERS

<i>Aura Moore</i> Approver: _____ Aura Moore, Deputy Executive Director and Chief Information Officer	Meeting Date 7/21/2022			
	Needs Council Approval: <input checked="" type="checkbox"/> Y			
<i>Brian C. Ostler</i> Reviewer: _____ Brian C. Ostler, City Attorney <i>ca</i>	Reviewed for/by	Date	Approval Status	By
	Finance	7/15/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS
	CEQA	7/11/2022	<input checked="" type="checkbox"/> Y	VW
	Procurement	7/12/2022	<input type="checkbox"/> Y <input checked="" type="checkbox"/> Cond	LK
	Guest Experience	7/7/2022	<input checked="" type="checkbox"/> Y	TB
	Strategic Planning	7/12/2022	<input checked="" type="checkbox"/> Y	BNZ
 _____ Justin Erbacci (Jul 15, 2022 13:14 PDT)	Justin Erbacci, Chief Executive Officer			

SUBJECT

Request to approve the Fifth Amendment to IT Professional Services Contracts: No. DA-5216 with Burns Engineering, Inc.; No. DA-5217 with Faith Group, LLC; No. DA-5218 with Ross & Baruzzini; No. DA-5219 with IDM Groups LLC; and No. DA-5220 with Burns & McDonnell Engineering Company, Inc., to extend the terms for 12 additional months and to increase the contract authority for Burns Engineering, Inc. in an amount of \$7,280,000; Faith Group LLC in an amount of \$710,150; Ross & Baruzzini in an amount of \$510,000; IDM in an amount of \$2,255,000; and Burns & McDonnell in an amount of \$2,600,145; for a combined total not-to-exceed increase in contract authority for all five contracts in an amount of \$13,355,295; and to appropriate capital funds in an amount not to exceed \$989,900 for IT Project Management and Technical Support Services.

RECOMMENDATIONS

Management RECOMMENDS that the Board of Airport Commissioners:

1. ADOPT the Staff Report.
2. DETERMINE that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f and Article III, Class 1 (2) of the Los Angeles City CEQA Guidelines.
3. FIND that the work can be performed more economically or feasibly by an independent contractor than by City employees.

4. FURTHER FIND that, pursuant to Los Angeles Administrative Code Section 10.15(a)(10) and Los Angeles Charter Section 371(e)(10), the services to be provided under this contract involve the performance of professional, expert, technical, and other special services such that the use of competitive bidding would be impractical and undesirable.
5. APPROVE the Fifth Amendment to IT Professional Services Contracts: No. DA-5216 with Burns Engineering, Inc.; No. DA-5217 with Faith Group, LLC; No. DA-5218 with Ross & Baruzzini; No. DA-5219 with IDM Groups LLC; and No. DA-5220 with Burns & McDonnell Engineering Company, Inc., to extend the term for 12 additional months and to increase the contract authority for Burns Engineering, Inc. in an amount of \$7,280,000; Faith Group LLC in an amount of \$710,150; Ross & Baruzzini in an amount of \$510,000; IDM in an amount of \$2,255,000; and Burns & McDonnell in an amount of \$2,600,145; for a combined total not-to-exceed increase in contract authority for all five contracts in an amount of \$13,355,295, for IT Project Management and Technical Support Services.
6. APPROPRIATE capital funds in the amount of \$989,900 to support Security & Technology Enhancement Capital Projects: Tom Bradley International Terminal eGates Phase 2, Access Control and Alarm Monitoring System Phase 2, Guest Experience Wi-Fi Improvements, and Closed Circuit Television Phase 2.
7. AUTHORIZE the Chief Executive Officer, or designee, to execute the Fifth Amendment to Contract Nos. DA-5216, DA-5217, DA-5218, DA-5219, and DA-5220, upon approval as to form by the City Attorney and approval by the Los Angeles City Council.

DISCUSSION

1. Purpose

To extend the contract term for 12 additional months and increase contract authority for the IT professional services contract for Burns Engineering, Inc.; Faith Group LLC; Ross & Baruzzini; IDM Groups LLC; and Burns & McDonnell. These services are needed to maintain continuity of consultant resources for several ongoing capital and operational projects to be completed within the next twelve months and to advance LAWA's digital initiatives.

2. Prior Related Actions/History of Board Actions

- **July 13, 2017 – Resolution No. 26295 (DA-5216, DA-5217, DA-5218, DA-5219, DA-5220, DA-5221, and DA-5222)**
The Board of Airport Commissioners (Board) awarded seven three-year IT professional services contracts in the not-to-exceed amounts of \$2,700,000 each to Burns Engineering, Inc. (Burns Engineering) and Faith Group, LLC (Faith Group); \$1,800,000 to Ross & Baruzzini, Inc. (Ross & Baruzzini); \$1,500,000 to IDM Groups LLC (IDM Groups); \$1,100,000 to Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell); \$600,000 to Grant Thornton LLP (Grant Thornton); and \$500,000 to The North Highland Company LLC (North Highland) for a combined total of \$10,900,000 to provide IT Project Management, Project Controls, and Technical Support Services for the first year.
- **September 20, 2018 – Resolution No. 26604 (DA-5216A, DA-5217A, DA-5218A, DA-5219A, DA-5220A, DA-5221A, and DA-5222A)**

- The Board approved the First Amendment to seven IT professional services contracts to increase contract authority by \$3,800,000 with Burns Engineering; \$3,200,000 with Faith Group; \$1,000,000 with Ross & Baruzzini; \$1,500,000 with IDM Groups; \$2,000,000 with Burns & McDonnell; \$500,000 with Grant Thornton; and \$500,000 with North Highland for a combined increase of \$12,500,000 with a total contract authority not-to-exceed amount of \$23,400,000.
- **November 7, 2019 – Resolution No. 26885 (DA-5216B, DA-5217B, DA-5218B, DA-5219B, DA-5220B, DA-5221B, and DA-5222B)**
The Board approved the Second Amendment to seven IT professional services contracts to increase contract authority by \$5,320,000 with Burns Engineering; \$4,100,000 with Faith Group; \$800,000 with Ross & Baruzzini; \$1,850,000 with IDM Groups; \$4,300,000 with Burns & McDonnell; \$800,000 with Grant Thornton; and \$1,300,000 with North Highland for a combined increase of \$18,470,000 with a total contract authority not-to-exceed amount of \$41,870,000.
 - **July 16, 2020 – Resolution No. 27063 (DA-5216C, DA-5217C, DA-5218C, DA-5219C, DA-5220C, DA-5221C, and DA-5222C)**
The Board approved the Third Amendment to IT Professional Services Contracts No. DA-5216 with Burns Engineering, Inc.; No. DA-5217 with Faith Group, LLC; No. DA-5218 with Ross & Baruzzini, Inc.; No. DA-5219 with IDM Groups LLC; No. DA-5220 with Burns & McDonnell Engineering Company, Inc.; No. DA-5221 with Grant Thornton LLP; and No. DA-5222 with The North Highland Company LLC to extend the term for 12 additional months and increase contract authority for Burns Engineering, Inc. in an amount of \$400,000 for a combined total not-to-exceed amount for all seven contracts of \$42,270,000.
 - **July 8, 2021 – Resolution No. 27303 (DA-5216D, DA-5217D, DA-5218D, DA-5219D, DA-5220D, DA-5221D, and DA-5222D)**
The Board approved the Fourth Amendment to IT Professional Services Contracts No. DA-5216 with Burns Engineering, Inc.; No. DA-5217 with Faith Group, LLC; No. DA-5218 with Ross & Baruzzini, Inc.; No. DA-5219 with IDM Groups LLC; No. DA-5220 with Burns & McDonnell Engineering Company, Inc.; No. DA-5221 with Grant Thornton LLP; and No. DA-5222 with The North Highland Company LLC to extend the term for 12 additional months and increase contract authority for Burns Engineering, Inc. in an amount of \$1,980,000 and for IDM Groups LLC in an amount of \$1,070,000 for a combined total not-to-exceed amount for all seven contracts of \$45,320,000. These contracts will expire July 31, 2022.

3. Background

In 2017, the Board approved seven contracts for IT professional services in the areas of project management, project controls, and technical subject matter expertise to provide Los Angeles World Airports (LAWA) Information Technology (IT) support for the Capital Improvement Program's (CIP) Security & Technology Enhancement Projects, Terminal Development Group (TDG)-led CIP projects, LAWA-wide operational initiatives, and certain LAWA IT operational initiatives.

In 2021, Los Angeles World Airports posted a Request for Proposal (RFP) for Information Technology (IT) Professional Services on the Los Angeles Business Assistance Virtual Network website to complete a competitive procurement process for executing new IT

professional services contracts. The RFP was cancelled to complete an industry outreach to gain insight on our contract approach. That outreach is complete and the scope of services will be modified to expand the structure of the contract with more deliverable-based opportunities to augment the IT staffing needs. The RFP is being rewritten with an expected release in late summer 2022. During this procurement process, LAWA continues to need the services provided through the existing contracts to maintain consultant continuity for ongoing projects, projects that are nearing completion, and for consultant services to support the planning for anticipated new projects.

During the current contract period, services from these contracts were used to manage and implement technology for various capital projects including, but not limited to Automatic Biometric Boarding Gates expansion, Access Control and Alarm Monitoring System replacement, Common Use System consolidation, Credentialing System replacement, Closed Circuit Television System replacement and enhancement, Terminal Development & Improvement Projects, and the Landside Access Modernization Program (LAMP). Contract services also support IT operational needs for IT infrastructure management, cyber security, and IT service management.

Consultant services were also utilized to manage the implementation of technology scope on the Airport Police Facility, Intermodal Transportation Facility – West, and the Delta Terminal 2/3 Headhouse, contributing to the successful and timely completion of these projects.

Currently there are nineteen projects budgeted in the CIP that are identified as the Security & Technology Enhancement Projects. Of these nineteen projects, ten projects are closed/closing, seven are in execution phase, and two are in planning/procurement. Over the last year, resources from these contracts were instrumental in LAWA achieving the following project outcomes:

- ✓ Access Control and Alarm Monitoring System replacement: Completed the migration to new system and controller equipment that support over 3,400 readers at Terminals 1, 2, 4, 5, 6, 7, 8, Tom Bradley International Terminal, and LAWA Administrative buildings. (Migration is 100 percent complete)
- ✓ Airport E911 System: Completed installation of a new call handling solution that is integrated with CAD, providing Airport Police Dispatchers with more information about the caller, including Automatic Number Identification, Automatic Location Identification, and support of Text-to-911 calls. (Project is 100 percent complete)
- ✓ Terminal 5 Baggage Handling System Upper-Level Controls: Completed replacement of the hardware and software to provide cybersecurity enhancements and improved functionality, and reliability. (Project is 100 percent complete)
- ✓ Terminal 6 Baggage Handling System (BHS) Servers & System Modifications: Completed the installation of new hardware and software to deliver cybersecurity enhancements and improved functionality of the BHS including lost bag recovery and other functions to provide operational continuity. (Project is 100 percent complete)
- ✓ Tom Bradley International Terminal Biometric Boarding Gates: Completion of biometric boarding installation at six departure gates. (100 percent of boarding gates are operational) .

4. Current Action/Rationale

The Information Management and Technology Division requests IT professional services contract authority to complete seven capital projects and advance two projects to significant completion in their respective project implementation phases. The timelines and project phases for the nine active CIP Security & Technology Enhancement projects are as follows:



Key projects to be completed through the term of this extension are the automated badging system and the noise monitoring system upgrade to mitigate community noise concerns and to meet regulatory noise requirements for both Los Angeles International Airport (LAX) and Van Nuys Airport (VNY).

Staff will continue to manage costs for these services through multiple measures, such as:

- ✓ Continuous monitoring of soft costs versus project budgets
- ✓ Validating the continued need for project resources
- ✓ Demobilizing resources at the earliest point possible in a project

Consultant costs will be charged and reported in the appropriate CIP cost centers against the respective CIP projects.

LAWA-Wide & IT Operational Initiatives

These IT professional services contracts also provide resources, at a cost of approximately \$1,380,000, to support daily LAWA IT operations until there is a transition of these support services to LAWA staff and other managed services contracts. Specific operational support and initiatives for which these services are contracted include, but are not limited to:

- End User Support Services: [Due to staff shortages] Contract services provide augmented IT Service Desk support, end user training on LAWA IT systems, software testing for LAWA computers, asset and inventory management, audio/video setups. (approximately \$328,000)
- IT Infrastructure Initiatives and Operations: Consultant services to complete enterprise network assessment and upgrade. These IT professional services contracts provide augmented network connectivity design and configuration for new airport facilities and systems throughout LAX and VNY, design services for LAWA's digital phone system, wireless network, data center and cloud services. (approximately \$437,000)
- Cybersecurity Initiatives and Operations: Consultant services to complete firewall replacements and strengthen network access management to enhance cybersecurity protection. Security Operations Center services to maintain LAWA cyber posture and remediate network vulnerabilities to protect business systems from ever more frequent viruses, and Ransomware attacks (approximately \$615,000)

In addition to Security & Technology Enhancement capital projects and IT operations support, a driving need for these amendments are to accelerate digital transformation efforts. Resources will be needed through July 2023 for the following (approximately \$7,000,000):

- Passenger journey design for digital roadmap
- Capital program design
- Application development to leverage data sources including but not limited to taxi, TNC, flight, and baggage system data
- Infrastructure architecture development including converged data architecture

Lastly, contract authority in an amount of \$2,900,000 is requested for services to support efforts to be considered in the future CIP including deployment of a new digital content management system and LAWA Data Center modernization migrating LAWA systems and applications to the cloud. Staff will come back to the BOAC for funding appropriations at a later time as these initiatives are approved.

Year 5 estimated costs for CIP projects supported by these contracts are identified in Table 1.

TABLE 1: Detail Year 5 IT Professional Services Authority for CIP Projects

Projects Funded Through Capital Budget	Year 5 Expenditures (12 months)	Estimated Year 6 Costs* (12 months)
Security & Technology Enhancement Projects		
Airport E911 System Replacement	\$6,026	
Terminal 5 Baggage Handling System Upper-Level Controls	\$18,784	
Terminal 6 Baggage Handling System Servers and Systems Modifications	\$713	
Tom Bradley International Terminal eGates	\$15,840	\$27,900
Tom Bradley International Terminal eGates – Phase 2	\$27,240	\$317,580
Access Control and Alarm Monitoring System Replacement	\$95,635	\$12,400
Access Control and Alarm Monitoring System Replacement – Phase 2	\$52,125	\$121,400

Projects Funded Through Capital Budget	Year 5 Expenditures (12 months)	Estimated Year 6 Costs* (12 months)
Guest Experience Wi-Fi Improvements	\$19,940	\$148,000
Identity Management and Credentialing System	\$260,031	\$122,220
Common Use System Consolidation	\$547,418	\$671,600
Noise and Operations Monitoring System – LAX & VNY	\$13,823	\$14,400
Closed Circuit Television Phase 2	\$98,555	\$402,900
Security & Technology Enhancement Projects Subtotal	\$1,156,130	\$1,838,400
Potential Future CIP Projects		
Potential Future CIP Projects		\$2,900,000
Potential Future CIP Projects Subtotal		\$2,900,000
Other CIP Projects		
IT Support for LAMP, Delta Modernization Project, Terminal Cores, Security Badge Office Relocation, Midfield Satellite Concourse South, and other capital projects under The Development Group	\$2,362,014	\$2,492,600
Intelligent Transportation System – Decision Support System	\$250,000	\$75,000
Other CIP Projects Subtotal	\$2,612,014	\$2,567,600
Total Estimated Contract Costs for Capital Projects	\$3,768,144	\$7,306,000

Year 6 estimated costs for IT and LAWA-wide operational initiatives are projected in Table 2.

TABLE 2: Detail Year 6 IT Professional Service Contracts Authority for Operational Initiatives

Descriptions	Year 5 Expenditures (12 months)	Estimated Year 6 Costs* (12 months)
Digital Transformation		\$7,000,000
IT Infrastructure Operations	\$335,854	\$447,000
End User Service Support	\$306,104	\$338,000
Cybersecurity Operations	\$149,893	\$625,000
IT Project Management Office Operations	\$328,618	0
IT Service Management	\$155,857	0
Total IT Operational Initiatives	\$1,276,326	\$8,410,000

Tables 1 and 2 Notes:

* Costs for individual projects may vary

Table 3 summarizes the combined estimated costs in Year 6 of the four IT Professional services contracts whose authorities will be used for capital and operational initiatives.

TABLE 3 - Capital and Operational Initiatives Estimated Costs for Year 6

Total Estimated Contract Costs for All Planned & Anticipated Capital Projects	\$7,306,000
Total IT Operational Initiatives	\$8,410,000
TOTAL ANTICIPATED YEAR 6 NTE EXPECTED SPEND *	\$15,716,000

Note: * Costs for individual projects may vary from this table, but the total cost shall not exceed \$15,716,000

Table 4 highlights expected expenditures across all four contracts.

TABLE 4: Contract Authority and SBE Commitment

Company Name	Current Contract Authority	Year 1-5 Spend to Date	Remaining Contract Authority	Year 6 NTE Expected Spend	Year 1 – 6 NTE Expected Total Spend	Not-to-Exceed Proposed Combined New Contract Authority	SBE Commitment	SBE Actual
DA 5216" Burns Engineering	\$14,200,000	\$14,059,820	\$140,180	\$7,420,000	\$21,479,820	\$21,480,000	25 percent	74.37 percent*
DA 5217+ Faith Group	\$10,000,000	\$9,043,136	\$956,864	\$1,667,000	\$10,710,136	\$10,710,150	100 percent	100 Percent+
DA 5218 Ross & Baruzzini	\$3,600,000	\$2,609,275	\$990,725	\$1,500,000	\$4,109,275	\$4,110,000	16 percent	27.75 percent*
DA 5219+ IDM Groups	\$5,920,000	\$5,652,589	\$267,411	\$2,520,000	\$8,172,589	\$8,175,000	100 percent	100 percent+
DA 5220" Burns & McDonnell	\$7,400,000	\$7,391,145	\$8,855	\$2,609,000	\$10,000,145	\$10,000,145	15 percent	61.92 percent*
Combined Total	\$41,120,000	\$38,755,965	\$2,364,035	\$15,716,000	\$54,471,965	\$54,475,295		

Table 4 Notes:

- * Firms using LBE Subcontractors to provide resources to LAWA
- + Registered SBE firm
- * SBE actuals as of May 2022

How This Action Advances a Specific Strategic Plan Goal and Objective

This action advances this strategic goal and objective: *Innovate to Enhance Security, Efficiency & Effectiveness: Reinvent processes to improve focus and increase speed.* By approving the proposed Fifth Amendment for IT Professional Services, it will further LAWA's efforts to replace and upgrade security systems used by LAWA, including, but not limited to, the Access Control and Alarm Monitoring System and Credentialing System.

This action advances this strategic goal and objective: *Deliver Facilities & Guest Experiences that are Exceptional: Upgrade every element of the guest experience* Furthermore, approval of the proposed Fifth Amendment for IT Professional Services will maintain, and, in some cases, enhance the activities of various projects and operational initiatives, including, but not limited to, Digital Transformation, Common Use System Consolidation, Noise and Operations Monitoring System implementation, and IT support for CIP projects.

5. Fiscal Impact

Of the projects identified in this report, twelve of the projects, are programmed in LAWA's 2018 Capital Improvement Plan (CIP). Those projects, and their direct project budgets, are listed below:

CIP Direct Project Budgets – STEP Program	
Airport E911 System Replacement	\$1,134,215
Terminal 5 Baggage Handling System Upper-Level Controls	\$2,269,775
Terminal 6 Baggage Handling System Servers and Systems Modifications	\$2,741,786
Tom Bradley International Terminal eGates	\$2,857,346
Tom Bradley International Terminal eGates – Phase 2	\$4,853,227
Access Control and Alarm Monitoring System Replacement	\$15,871,582
Access Control and Alarm Monitoring System Replacement – Phase 2	\$2,659,576
Guest Experience Wi-Fi Improvements	\$9,940,156
Identity Management and Credentialing System	\$9,247,791
Common Use System Consolidation	\$13,027,633
Noise and Operations Monitoring System – LAX & VNY	\$3,036,553
Closed Circuit Television Phase 2	\$21,928,606
Security & Technology Enhancement Projects Subtotal	\$89,568,246

As the authority requested as part of this action is already included in the budget for these 2018 CIP projects, approval of this item will result in no net increase to the CIP.

Likewise, Table 1 of this report also includes \$2,567,600 in additional authority to support other existing CIP projects being delivered by other groups at LAWA, including LAMP, and the Terminal Improvement and Development Program (TDIP). As is the case for the STEP projects listed above, these amounts are also included in the budgets of these CIP projects and, therefore, approval of this item would result in no net increase to the CIP.

The action also requests \$2,900,000 in contract authority for projects not included in the current CIP. Appropriations for these potential projects will be requested as a part of project-specific Board approvals at a later time, at which point a capital budget analysis will be provided.

Costs incurred through these contracts are, and will continue to be, capitalized when associated with a particular capital project. As projects are put in service, these costs will be allocated to associated airport cost centers and will be recovered through landing fees, terminal rates and charges, and non-aeronautical revenues. All costs associated with the CIP project are managed through an executive governance process and reported in the Program Status Report.

6. Alternatives Considered

- **Take No Action**

Los Angeles World Airports' IT provides project management and technical support services for multiple CIP projects and LAWA-wide initiatives. Additionally, LAWA IT will need resources to support ongoing operations of LAWA's IT network, infrastructure, data

center, and wired and wireless systems. Not having these resources will delay completion of CIP projects currently in implementation and will impact ongoing operational services.

APPROPRIATIONS

Funds for these contracts are included in the LAWA Operating Budget FY2022-2023 in various LAWA Cost Centers, including, but not limited to, IMT Cost Center under Fund Center 1170002 – Office of the Chief Information Officer, Commitment Item 520 – Contractual Services. Operating funds for subsequent years will be requested as part of the annual budget process.

Additionally, staff requests that capital funds in the amount of \$989,900 be appropriated from the LAX Revenue Fund to WBS Elements, 1.22.10A-700 (Tom Bradley International Terminal eGates Phase 2) for \$317,580; 1.22.11A-700 (Access Control and Alarm Monitoring System Replacement – Phase 2) for \$121,420; 1.18.07A-700 (Guest Experience Wi-Fi Improvements) for \$148,000; 1.18.13A-700 (LAX Closed Circuit Television Phase 2) for \$402,900.

STANDARD PROVISIONS

1. This item, as a continuing administrative, maintenance and personnel-related activity, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines. And, operation, repair, maintenance or minor alteration of existing facilities of both investor and publicly owned utilities, electrical power, telephone, and mechanical systems serving existing facilities are categorically exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article III, Class 1 (2) of the Los Angeles City CEQA Guidelines.
2. The proposed document(s) is/are subject to approval as to form by the City Attorney.
3. Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373.
4. Burns Engineering, Inc., Faith Group LLC, Ross & Baruzzini, IDM Groups LLC, and Burns & McDonnell, are required by contract to comply with the provisions of the Living Wage/ Service Contractor Worker Retention Ordinances.
5. Procurement Services has reviewed this action (File No. 10041431) and set a 15% mandatory Small Business Enterprise (SBE) goal for the project.

Contract	Proposed	Achieved
Burns Engineering, Inc.	25%	74.99%
Faith Group	100%	100%
Ross & Baruzzini	16%	27.75%
IDM Groups LLC	100%	100%
Burns & McDonnell	15%	63.1%

6. Burns Engineering, Inc., Faith Group LLC, Ross & Baruzzini, IDM Groups LLC, and Burns & McDonnell are required by contract to comply with the provisions of the Affirmative Action Program.

7. Business Tax Registration Certificate numbers have been assigned as:

Burns Engineering, Inc.	0002527249-0001-1
Faith Group	0000127981-0001-5
Ross & Baruzzini	0002115296-0001-2
IDM Groups LLC	0002684951-0001-7
Burns & McDonnell	0000961803-0001-2

8. Burns Engineering, Inc., Faith Group LLC, Ross & Baruzzini, IDM Groups LLC, and Burns & McDonnell are required by contract to comply with the provisions of the Child Support Obligations Ordinance.
9. Faith Group LLC, IDM Groups LLC, and Burns & McDonnell have approved insurance documents, in the terms and amounts required, on file with Los Angeles World Airports. Burns Engineering, Inc. and Ross & Baruzzini must have approved insurance documents, in the terms and amounts required, on file with Los Angeles World Airports prior to contract amendment.
10. Pursuant to Charter Section 1022, staff determined the work specified on the proposed contract can be performed more feasibly or economically by an Independent Contractor than by City employees.
11. Burns Engineering, Inc., Faith Group LLC, Ross & Baruzzini, IDM Groups LLC, and Burns & McDonnell have each submitted the Contractor Responsibility Program Questionnaire and Pledge of Compliance and will comply with the provisions of the Contractor Responsibility Program.
12. Burns Engineering, Inc., Faith Group LLC, Ross & Baruzzini, IDM Groups LLC, and Burns & McDonnell must be determined by Public Works, Office of Contract Compliance, to be in full compliance with the provisions of the Equal Benefits Ordinance, prior to contract amendment.
13. Burns Engineering, Inc., Faith Group LLC, Ross & Baruzzini, IDM Groups LLC, and Burns & McDonnell will comply with the provisions of the First Source Hiring Program for all non-trade Airport jobs.
14. Burns Engineering, Inc., Faith Group LLC, Ross & Baruzzini, IDM Groups LLC, and Burns & McDonnell have each submitted the Bidder Contributions CEC Form 55 and will comply with its provisions.
15. Burns Engineering, Inc., Faith Group LLC, Ross & Baruzzini, IDM Groups LLC, and Burns & McDonnell have each submitted the MLO CEC Form 50 and will comply with its provisions.
16. Burns Engineering, Inc., Faith Group LLC, Ross & Baruzzini, IDM Groups LLC, and Burns & McDonnell will comply with the provisions of the Iran Contracting Act.

FIFTH AMENDMENT TO CONTRACT NO. DA-5216 BETWEEN THE CITY OF LOS ANGELES AND BURNS ENGINEERING, INC. FOR INFORMATION TECHNOLOGY PROJECT MANAGEMENT, PROJECT CONTROLS AND TECHNICAL SUPPORT SERVICES FOR THE DEPARTMENT OF AIRPORTS

This FIFTH AMENDMENT TO CONTRACT NO. DA-5216 (“Fifth Amendment”) is made and entered into this _____ day of _____, 2022, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners of the Department of Airports also known as Los Angeles World Airports or LAWA (hereinafter referred to as "City"), and BURNS ENGINEERING, INC., a Pennsylvania corporation (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor previously entered into Contract No. DA-5216 dated August 2, 2017 for information technology project management, project controls and technical support services, as amended by: the First Amendment to Contract No. DA-5216A, the Second Amendment to Contract No. DA-5216B, the Third Amendment to Contract No. DA-5216C, and the Fourth Amendment to Contract No. DA-5216D (the “Contract”); and

WHEREAS, City and Contractor, by mutual agreement, desire to amend the Contract, as set forth in this Fifth Amendment;

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions herein contained, City and Contractor do hereby mutually agree that the Contract shall BE AMENDED AS FOLLOWS:

AMENDMENTS

Section 1. Section 1.0 of the Contract is hereby deleted and replaced with the following: “The term of this Contract shall commence on August 1, 2017, and shall terminate on July 31, 2023, unless earlier terminated pursuant to Section 11 below.”

Section 2. The first sentence of Section 3.2 of the Contract is hereby deleted and replaced in lieu thereof with the following:

“The compensation to Contractor shall not exceed Twenty-One Million Four Hundred Eighty Thousand Dollars (\$21,480,000) for the term of the Contract.”

Section 3. 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 the Contract, and except as expressly amended herein, all of the terms, covenants, and conditions of the Contract shall remain in full force and effect.

Section 4. This Fifth Amendment 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 Fifth Amendment 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 Fifth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Fifth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fifth Amendment 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 Fifth Amendment based on the foregoing forms of signature. If this Fifth Amendment 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.

IN WITNESS WHEREOF, City has caused this Fifth Amendment to be executed by the Chief Executive Officer and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

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

CITY OF LOS ANGELES

Date: _____

Date: _____


By: _____
Deputy/Assistant City Attorney

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer

ATTEST:

BURNS ENGINEERING, INC., a
Pennsylvania corporation

By:  _____
Signature (Secretary)

By:  _____
Signature

John Burns

Print Name

Brian Phillips

Print Name

Vice President

Print Title

FIFTH AMENDMENT TO CONTRACT NO. DA-5217 BETWEEN THE CITY OF LOS ANGELES AND FAITH GROUP, LLC FOR INFORMATION TECHNOLOGY PROJECT MANAGEMENT, PROJECT CONTROLS AND TECHNICAL SUPPORT SERVICES FOR THE DEPARTMENT OF AIRPORTS

This FIFTH AMENDMENT TO CONTRACT NO. DA-5217 (“Fifth Amendment”) is made and entered into this _____ day of _____, 2022, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners of the Department of Airports also known as Los Angeles World Airports or LAWA (hereinafter referred to as "City"), and FAITH GROUP, LLC, a Missouri limited liability company (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor previously entered into Contract No. DA-5217 dated August 2, 2017 for information technology project management, project controls and technical support services, as amended by: the First Amendment to Contract No. DA-5217A, the Second Amendment to Contract No. 5217B, the Third Amendment to Contract No. DA-5217C and the Fourth Amendment to Contract No. DA-5217D (collectively, the “Contract”); and

WHEREAS, City and Contractor, by mutual agreement, desire to amend the Contract, as set forth in this Fifth Amendment;

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions herein contained, City and Contractor do hereby mutually agree that the Contract shall BE AMENDED AS FOLLOWS:

AMENDMENTS

Section 1. Section 1.0 of the Contract is hereby deleted and replaced with the following: “The term of this Contract shall commence on August 1, 2017, and shall terminate on July 31, 2023, unless earlier terminated pursuant to Section 11 below.”

Section 2. The first sentence of Section 3.2 of the Contract is hereby deleted and replaced in lieu thereof with the following:

“The compensation to Contractor shall not exceed Ten Million Seven Hundred Ten Thousand One Hundred Fifty Dollars (\$10,710,150) for the term of the Contract.”

Section 3. 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 the Contract, and except as expressly amended herein, all of the terms, covenants, and conditions of the Contract shall remain in full force and effect.

Section 4. This Fifth Amendment 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 Fifth Amendment 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 Fifth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Fifth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fifth Amendment 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 Fifth Amendment based on the foregoing forms of signature. If this Fifth Amendment 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.

IN WITNESS WHEREOF, City has caused this Fifth Amendment to be executed by the Chief Executive Officer and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

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

CITY OF LOS ANGELES

Date: _____

Date: _____


By: _____
Deputy/Assistant City Attorney

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer

ATTEST:

FAITH GROUP, LLC, a Missouri limited liability company

By:  _____
Signature (Secretary)

By:  _____
Signature

Faith Varwig
Print Name

Zach Varwig
Print Name

Principal
Print Title

FIFTH AMENDMENT TO CONTRACT NO. DA-5218 BETWEEN THE CITY OF LOS ANGELES AND ROSS & BARUZZINI, INC. FOR INFORMATION TECHNOLOGY PROJECT MANAGEMENT, PROJECT CONTROLS AND TECHNICAL SUPPORT SERVICES FOR THE DEPARTMENT OF AIRPORTS

This FIFTH AMENDMENT TO CONTRACT NO. DA-5218 ("Fifth Amendment") is made and entered into this _____ day of _____, 2022, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners of the Department of Airports also known as Los Angeles World Airports or LAWA (hereinafter referred to as "City"), and ROSS & BARUZZINI, INC., a Missouri corporation (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor previously entered into Contract No. DA-5218 dated August 2, 2017 for information technology project management, project controls and technical support services, as amended by the First Amendment to Contract No. DA-5218A, the Second Amendment to Contract No. 5218B, the Third Amendment to Contract No. DA-5218C, and the Fourth Amendment to Contract No. DA-5218D ("Contract"); and

WHEREAS, City and Contractor, by mutual agreement, desire to amend the Contract, as set forth in this Fifth Amendment;

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions herein contained, City and Contractor do hereby mutually agree that the Contract shall BE AMENDED AS FOLLOWS:

AMENDMENTS

Section 1. Section 1.0 of the Contract is hereby deleted and replaced with the following: "The term of this Contract shall commence on August 1, 2017, and shall terminate on July 31, 2023, unless earlier terminated pursuant to Section 11 below."

Section 2. The first sentence of Section 3.2 of the Contract is hereby deleted and replaced in lieu thereof with the following:

"The compensation to Contractor shall not exceed Four Million One Hundred Ten Thousand Dollars (\$4,110,000) for the term of the Contract."

Section 3. 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 the Contract, and except as expressly amended herein, all of the terms, covenants, and conditions of the Contract shall remain in full force and effect.

Section 4. This Fifth Amendment 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 Fifth Amendment 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 Fifth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Fifth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fifth Amendment 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 Fifth Amendment based on the foregoing forms of signature. If this Fifth Amendment 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.

IN WITNESS WHEREOF, City has caused this Fifth Amendment to be executed by the Chief Executive Officer and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

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

CITY OF LOS ANGELES

Date: _____

Date: _____



By: _____
Deputy/Assistant City Attorney


By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer

ATTEST:

ROSS & BARUZZINI, INC., a Missouri corporation

By:  _____
Signature (Secretary)
 _____
Print Name

By:  _____
Signature
Michael Zoia

Print Name

Vice President, Managing Principal
Print Title

FIFTH AMENDMENT TO CONTRACT NO. DA-5219 BETWEEN THE CITY OF LOS ANGELES AND IDM GROUPS LLC FOR INFORMATION TECHNOLOGY PROJECT MANAGEMENT, PROJECT CONTROLS AND TECHNICAL SUPPORT SERVICES FOR THE DEPARTMENT OF AIRPORTS

This FIFTH AMENDMENT TO CONTRACT NO. DA-5219 ("Fifth Amendment") is made and entered into this _____ day of _____, 2022, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners of the Department of Airports also known as Los Angeles World Airports or LAWA (hereinafter referred to as "City"), and IDM GROUPS LLC, a California limited liability company (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor previously entered into Contract No. DA-5219 dated August 2, 2017 ("Contract") for information technology project management, project controls and technical support services, as amended by: the First Amendment to Contract No. DA-5219A, the Second Amendment to Contract No. DA-5219B, the Third Amendment to Contract No. DA-5219C, and the Fourth Amendment to Contract No. DA-5219D (collectively, the "Contract"); and

WHEREAS, City and Contractor, by mutual agreement, desire to amend the Contract, as set forth in this Fifth Amendment;

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions herein contained, City and Contractor do hereby mutually agree that the Contract shall BE AMENDED AS FOLLOWS:

AMENDMENTS

Section 1. Section 1.0 of the Contract is hereby deleted and replaced with the following: "The term of this Contract shall commence on August 1, 2017, and shall terminate on July 31, 2023, unless earlier terminated pursuant to Section 11 below."

Section 2. The first sentence of Section 3.2 of the Contract is hereby deleted and replaced in lieu thereof with the following:

"The compensation to Contractor shall not exceed Eight Million One Hundred Seventy-Five Thousand Dollars (\$8,175,000) for the term of the Contract."

Section 3. 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 the Contract, and except as expressly amended herein, all of the terms, covenants, and conditions of the Contract shall remain in full force and effect.

Section 4. This Fifth Amendment 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 Fifth Amendment 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 Fifth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Fifth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fifth Amendment 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 Fifth Amendment based on the foregoing forms of signature. If this Fifth Amendment 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.

IN WITNESS WHEREOF, City has caused this Fifth Amendment to be executed by the Chief Executive Officer and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

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

CITY OF LOS ANGELES

Date: _____

Date: _____

By: _____
Deputy/Assistant City Attorney

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer

ATTEST:

IDM GROUPS LLC, a California limited liability company

By: _____
Signature (Secretary)
Lemik Moses
Lemik Moses
Print Name

By: _____
Signature
JOSEF GHARIBIAN
JOSEF GHARIBIAN
Print Name
President
President
Print Title

FIFTH AMENDMENT TO CONTRACT NO. DA-5220 BETWEEN THE CITY OF LOS ANGELES AND BURNS & MCDONNELL ENGINEERING COMPANY, INC. FOR INFORMATION TECHNOLOGY PROJECT MANAGEMENT, PROJECT CONTROLS AND TECHNICAL SUPPORT SERVICES FOR THE DEPARTMENT OF AIRPORTS

This FIFTH AMENDMENT TO CONTRACT NO. DA-5220 (“Fifth Amendment”) is made and entered into this _____ day of _____, 2022, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners of the Department of Airports also known as Los Angeles World Airports or LAWA (hereinafter referred to as "City"), and BURNS & MCDONNELL ENGINEERING COMPANY, INC., a Missouri corporation (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor previously entered into Contract No. DA-5220 dated August 2, 2017 for information technology project management, project controls and technical support services, as amended by: the First Amendment to Contract No. DA-5220A, the Second Amendment to Contract No. DA-5220B, the Third Amendment to Contract No. DA-5220C, and the Fourth Amendment to Contract No. DA-5220D (collectively, the “Contract”); and

WHEREAS, City and Contractor, by mutual agreement, desire to amend the Contract, as set forth in this Fifth Amendment;

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions herein contained, City and Contractor do hereby mutually agree that the Contract shall BE AMENDED AS FOLLOWS:

AMENDMENTS

Section 1. Section 1.0 of the Contract is hereby deleted and replaced with the following: “The term of this Contract shall commence on August 1, 2017, and shall terminate on July 31, 2023, unless earlier terminated pursuant to Section 11 below.”

Section 2. The first sentence of Section 3.2 of the Contract is hereby deleted and replaced in lieu thereof with the following:

“The compensation to Contractor shall not exceed Ten Million One Hundred Forty-Five Dollars (\$10,000,145) for the term of the Contract.”

Section 23. 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 the Contract, and except as expressly amended herein, all of the terms, covenants, and conditions of the Contract shall remain in full force and effect.

Section 4. This Fifth Amendment 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 Fifth Amendment 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 Fifth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Fifth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fifth Amendment 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 Fifth Amendment based on the foregoing forms of signature. If this Fifth Amendment 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.

IN WITNESS WHEREOF, City has caused this Fifth Amendment to be executed by the Chief Executive Officer and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

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

CITY OF LOS ANGELES

Date: _____

Date: _____

By: _____
Deputy/Assistant City Attorney

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer

ATTEST:

BURNS & MCDONNELL ENGINEERING
COMPANY, INC., a Missouri corporation

By: Elizabeth F. Hall
Signature (Secretary)

By: Rashmi
Signature

Elizabeth F. Hall
Print Name

Rashmi Menon
Print Name

Vice President
Print Title