

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: *Cynthia Alexander*
Cynthia Alexander (Jul 21, 2022 17:22 PDT)
Deputy/Assistant City Attorney

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer

ATTEST:

BURNS ENGINEERING, INC., a
Pennsylvania corporation

By: DocuSigned by:
John Burns
A83C21DD495C49A
Signature (Secretary)

By: DocuSigned by:
Brian Phillips
9F7F78C59F81428
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: *Cynthia Alexander*
Cynthia Alexander (Jul 21, 2022 17:20 PDT)
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: DocuSigned by:
Faith Varwig
CF80E77063B454
Signature (Secretary)

By: DocuSigned by:
Zach Varwig
CCFCA22FAA024B7
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: *Cynthia Alexander*
Cynthia Alexander (Jul 21, 2022 17:21 PDT)
Deputy/Assistant City Attorney

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer

ATTEST:

ROSS & BARUZZINI, INC., a Missouri corporation

By: *[Signature]*
Signature (Secretary)
David Brashers
Print Name

By: *[Signature]*
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: Cynthia Alexander
Cynthia Alexander (Jul 21, 2022 17:21 PDT)
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)
Lemrik Moses
Print Name

By: 
Signature
JOSEF GHARIBIAN
Print Name
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: *Cynthia Alexander*
Cynthia Alexander (Jul 21, 2022 17:22 PDT)
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