

FIFTH AMENDMENT TO CONTRACT DA-5305
BETWEEN THE CITY OF LOS ANGELES AND SWINERTON BUILDERS FOR THE
INTERMODAL TRANSPORTATION FACILITY (ITF) WEST PROJECT AT LOS ANGELES
INTERNATIONAL AIRPORT

THIS FIFTH AMENDMENT to Contract No. DA-5305, made and entered into this 20th day of May, 2021, by and between the CITY OF LOS ANGELES (“City”), a municipal corporation, acting by order of and through its Board of Airport Commissioners (“Board”), and SWINERTON BUILDERS (“Design/Builder”),

RECITALS

WHEREAS the City’s Department of Airports known formally as Los Angeles World Airports (“LAWA”) is responsible for the management and administration of this Contract, and

WHEREAS, the Board awarded Contract DA-5305 for Design/Build services and Construction of the Project on July 11, 2018; and

WHEREAS, the Board approved the First Amendment to amend Contract DA-5305 on March 21, 2019, to increase the total Contract Amount from \$208,740,346 to \$217,433,324 subject to change order authority. The new Contract Amount included \$992,978 for Change Orders No. 1 – 5 executed through March 21, 2019, plus the First Amendment amount of \$7,700,000; and

WHEREAS, the Board approved the Second Amendment to amend Contract DA-5305, to increase the total Contract Amount from \$217,433,324 to \$235,647,291 subject to change order authority. The new Contract Amount included Change Orders No. 1-6 executed through May 14, 2019, plus the Second Amendment amount of \$18,771,300; and

WHEREAS, the Board approved the Third Amendment to Contract No. DA-5305 to increase the total Contract Amount from \$235,647,291 to \$245,998,906 subject to change order authority; and

WHEREAS, the Board approved the Fourth Amendment to Contract No. DA-5305 to increase the total Contract Amount from \$245,998,906 to \$270,996,104 subject to change order authority; and

WHEREAS, the parties desire to amend Contract DA-5305 to increase the total Contract Amount from \$270,996,104 to \$290,173,287 subject to change order authority. The new Contract Amount includes Change Orders No. 1-92 executed to date, plus the Fifth Amendment amount of \$14,596,034.

NOW THEREFORE, In consideration of the premises, and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED that Contract DA-5305 be amended as follows:

Sec. 3.0 Term of Contract

Section 3.0 of Contract DA-5305, is amended and restated in its entirety to read:

“Notwithstanding any other provision herein, the term of this Contract shall commence on the date of issuance by LAWA to Design/Builder of a NTP and expire no later than four (4) years and three (3) months from said date, and subject to other termination provisions contained within the Contract Documents. Design/Builder will be assessed Liquidated Damages as set forth in the Contract Documents if it fails to meet the full construction of the Project, consistent with the intent of the Contract Documents, subject to LAWA authorized modifications as provided for in the Contract Documents. In addition, Design/Builder may be assessed Liquidated Damages for failure to meet specific Contract Milestone dates as set forth in the Contract Documents. The term of

this Contract may be extended by the Board subject to approval by the Los Angeles City Council.”

Sec. 4.0 Contract Amount

Section 4.0 of Contract DA-5305, is amended and restated in its entirety to read:

“For all labor, all materials, all equipment and all services rendered, for all costs direct or indirect, and for all expenses incurred by Design/Builder pursuant to this Contract, and upon satisfactory completion of said Project in a final finished form consistent with the intent of the Contract Documents, the amount that LAWA may pay to the Design/Builder under the terms of this Contract, inclusive of Phase 1, Phase 2 and Phase 3, is not-to-exceed two hundred ninety million, one hundred seventy-three thousand, two hundred eighty-seven dollars and no cents (\$290,173,287) inclusive of Change Orders No. 1-92 executed to date and change order for the Security Badge Office construction at the Intermodal Transportation Facility West. The basis for billings and payment under this contract shall be pursuant to the Contract Documents, and the Design/Builder's Price and Fee Proposal, copies of which are attached hereto and incorporated by reference. Authorization of the full Not-to-Exceed contract amount is subject to mutually agreed upon GMP.”

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 said Contract No. DA-5305.

IN WITNESS WHEREOF, the parties hereto have made and executed this Fifth Amendment on the day and year first above written.

APPROVED AS TO FORM
Michael N. Feuer, City Attorney

Date: 5/24/2021

By: 
Deputy City Attorney

CITY OF LOS ANGELES

By: _____
Chief Executive Officer
Los Angeles World Airports

By: _____
Chief Financial Officer
Los Angeles World Airports

ATTEST:

By: _____
Secretary (Signature)

Print Name

SWINERTON BUILDERS

By: 
Signature

JEFFREY GOODERMOTE
Print Name

DIRECTOR
Print Title