

**THIRD AMENDMENT TO CONTRACT NO. DA-5456 BETWEEN THE CITY OF LOS ANGELES AND BIRDI SYSTEMS, INC. TO PROVIDE ON-CALL INFORMATION TECHNOLOGY INFRASTRUCTURE OPERATIONS SUPPORT SERVICES FOR THE DEPARTMENT OF AIRPORTS**

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This THIRD AMENDMENT TO CONTRACT NO. DA-5456 ("Third Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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 BIRDI SYSTEMS, INC., a California corporation (hereinafter referred to as "Contractor").

**RECITALS**

WHEREAS, City and Contractor previously entered into Contract No. DA-5456 dated August 26, 2020 as amended by the First Amendment to Contract No. DA-5456A dated April 8, 2022, and as further amended by the Second Amendment to Contract No. DA-5456B dated October 12, 2023 (collectively, the "Contract") for on-call information technology infrastructure operations support services; and

WHEREAS, by letter dated July 19, 2021, City exercised its option to extend the Contract to August 25, 2022; and

WHEREAS, City and Contractor, by mutual agreement, desire to amend the Contract, as set forth in this Third 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.** 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 Nineteen Million, Three Hundred Sixty-Five Thousand, Nine Hundred Seventy-Seven Dollars (\$19,365,977) for the term of the Contract."

**Section 2.** It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Third 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 3.** This Third 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 Third 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 Third Amendment had been delivered that had been signed using a handwritten signature. All parties to this Third Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Third 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 Third Amendment based on the foregoing forms of signature. If this Third 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 Third 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:**

HYDEE FELDSTEIN SOTO, City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

**CITY OF LOS ANGELES**


By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Executive Officer  
Department of Airports

By: \_\_\_\_\_  
Chief Financial Officer

**ATTEST:**

By:  \_\_\_\_\_  
Signature (Secretary)

\_\_\_\_\_  
Moninder Birdi  
Print Name

**BIRDI SYSTEMS, INC.**, a California corporation

By:  \_\_\_\_\_  
Signature

\_\_\_\_\_  
Garry Wood  
Print Name

\_\_\_\_\_  
Vice President  
Print Title

**THIRD AMENDMENT TO CONTRACT NO. DA-5457 BETWEEN THE CITY OF LOS  
ANGELES AND DIRECT A/V TO PROVIDE  
ON-CALL INFORMATION TECHNOLOGY INFRASTRUCTURE OPERATIONS  
SUPPORT SERVICES FOR THE DEPARTMENT OF AIRPORTS**

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This THIRD AMENDMENT TO CONTRACT NO. DA-5457 ("Third Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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 DIRECT A/V, a California corporation (hereinafter referred to as "Contractor").

**RECITALS**

WHEREAS, City and Contractor previously entered into Contract No. DA-5457 dated August 27, 2020, as amended by the First Amendment to Contract No. DA-5457A dated April 6, 2022 and the Second Amendment to Contract No. DA-5457B dated October 12, 2023 (collectively, "Contract") for on-call information technology infrastructure operations support services; and

WHEREAS, by letter dated August 19, 2021, City exercised its option to extend the Contract to August 26, 2022; and

WHEREAS, City and Contractor, by mutual agreement, desire to amend the Contract, as set forth in this Third 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** 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, Seven Hundred Sixty-Seven Thousand, Six Hundred Seventy-Seven Dollars (\$8,767,677) for the term of the Contract."

**Section 2** It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Third 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 3** This Third 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 Third 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 Third Amendment had been delivered that had been signed using a handwritten signature. All parties to this Third Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Third 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 Third Amendment based on the foregoing forms of signature. If this Third 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 Third 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:**  
HYDEE FELDSTEIN SOTO,

**CITY OF LOS ANGELES**

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy/Assistant City Attorney


By: \_\_\_\_\_  
Chief Executive Officer  
Department of Airports

By: \_\_\_\_\_  
Chief Financial Officer

ATTEST:

DIRECT A/V, a California corporation

By:   
Signature (Secretary)  
Lori Frontino  
Print Name

By:   
Signature  
Lawrence M. Frontino  
Print Name  
Vice President  
Print Title