

THIRD 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 THIRD AMENDMENT TO CONTRACT NO. DA-5216 ("Third Amendment") is made and entered into this _____ day of _____, 2020, 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 that First Amendment to Contract No. DA-5216A and the Second Amendment to Contract No. DA-5216B (the "Contract"); 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. 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 four (4) years therefrom, 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 Twelve Million Two Hundred Twenty Thousand Dollars (\$12,220,000) 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 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.

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:

MICHAEL N. FEUER,
City Attorney

Date: 7/30/2020

By: 
Deputy/Assistant City Attorney

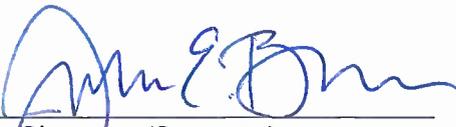
CITY OF LOS ANGELES

Date: _____

By: _____
Chief Executive Officer
Department of Airports

By: _____
Deputy Executive Director
Chief Financial Officer

ATTEST:

By: 
Signature (Secretary)
JOHN BURNS
Print Name

BURNS ENGINEERING, INC., a
Pennsylvania corporation

By: 
Signature
MATTHEW BURNS
Print Name

CHAIRMAN, CEO + President
Print Title