

FOURTH AMENDMENT TO CONTRACT NO. DA-5143 BETWEEN THE CITY OF LOS ANGELES AND BIRDI SYSTEMS, INC. FOR CREDENTIALING SYSTEM TECHNICAL SUPPORT AND MAINTENANCE SERVICES FOR THE DEPARTMENT OF AIRPORTS

This FOURTH AMENDMENT TO CONTRACT NO. DA-5143 ("Fourth Amendment") is made and entered into this _____ day of _____, 2021, 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 SYTEMS, INC., a California corporation (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor's predecessor in interest, Birdi & Associates, Inc. previously entered into Contract No. DA-5143 dated November 2, 2016 for credentialing system technical support and maintenance services, as amended by the First Amendment dated September 27, 2017, as amended by the Second Amendment dated September 12, 2019, and as amended by the Third Amendment dated December 15, 2020 (collectively, the "Contract"); and

WHEREAS, City and Contractor, by mutual agreement, desire to amend the Contract in order to increase the term and the contract authority, as set forth in this Fourth 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 December 1, 2016 and shall terminate on February 28, 2022, unless terminated earlier pursuant to the terms of the Contract."

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

"The compensation to Contractor shall not exceed Three Million Eight Hundred Twenty-One Thousand Nine Hundred Six Dollars (\$3,821,906) for the term of the Contract."

Section 3. The attached document titled Exhibit A-2 shall be added to the Contract. Beginning on September 1, 2021, City shall pay Contractor pursuant to Exhibit A-2.

Section 4. It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Fourth 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 Fourth 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 (Aug 18, 2021 12:17 PDT)
Deputy/Assistant City Attorney

By: _____
Chief Executive Officer
Department of Airports

By: _____
Deputy Executive Director
Chief Financial Officer

ATTEST:

BIRDI SYSTEMS, INC., a California corporation

By: 
Signature (Secretary)
Rick McAlpin
Print Name

By: 
Signature
Moninder S. Birdi
Print Name
President
Print Title