

FIRST AMENDMENT TO CONTRACT NO. DA-5369 BETWEEN THE CITY OF LOS ANGELES AND CONVERGINT TECHNOLOGIES LLC TO PROVIDE ACCESS CONTROL AND ALARM MONITORING SYSTEM IMPLEMENTATION AND SERVICES FOR THE DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS ANGELES

This FIRST AMENDMENT TO CONTRACT NO. DA-5369 (“First 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 CONVERGINT TECHNOLOGIES LLC, a Delaware limited liability company (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor entered into Contract No. DA-5369 dated May 29, 2019 (“Contract”) for Access Control and Alarm Monitoring System services; and

WHEREAS, City and Contractor, by mutual agreement, desire to amend the Contract in order to increase the term and contract authority, as set forth in this First Amendment;

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions herein contained, City and Lessee 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 in lieu thereof with the following:

“The term of this Contract shall commence on June 4, 2019 and shall terminate on June 3, 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 Fifteen Million Five Hundred Eleven Thousand Nine Hundred Eighty-Three Dollars (\$15,511,983) for the term of the Contract.”

Section 3. The attached Exhibit A-5 and Exhibit A-6 shall be added to the Contract. For the period from June 4, 2022 through June 3, 2023, Contractor shall perform work in accordance with Exhibits A-5 and Exhibit A-6.

Section 4 This First 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 First 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 First Amendment had been delivered that had been signed using a handwritten signature. All parties to this First Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this First 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 First Amendment based on the foregoing forms of signature. If this First 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.

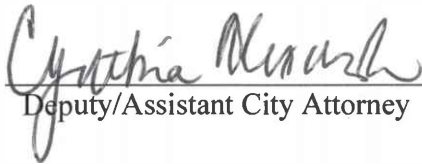
Section 5. It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this First Amendment shall not in any manner alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties hereto under or by reason of 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 First 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: 5/24/22

By: 
Deputy/Assistant City Attorney


CITY OF LOS ANGELES

Date: _____

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer

ATTEST:

By: 
Signature (Secretary)
Scott Strange
Print Name

CONVERGINT TECHNOLOGIES LLC, a
Delaware limited liability company


By: 
Signature
M. Mathes
Print Name
Executive VP
Print Title

Exhibit A-5, Operations & Maintenance Contract Extension



1983 S. Santa Cruz St., Anaheim, California 92805
Phone Mobile (949) 940-6428
Fabian.Escalante@convergint.com

May 11, 2022

Los Angeles World Airport

Quotation: FE00442882P
License/Cert C-10 License #986407

Century Blvd
Los Angeles,
Attention: Melodie Johnson

Reference: O&M Contract Extension-Option 1

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine for the last 4 years in a row. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.



Thank you for considering Convergent Technologies as your security service provider of choice. The intent of this proposal is to assist you in maintaining your ACAMS security system and minimize system malfunctions and associated downtime. Our goal is to work with you to maintain the integrity of the system, prolong the life of your investment, and to assist you in providing a safe and secure environment to the LAWA community.

Convergent Technologies is committed to providing long-term customer satisfaction and support to you well beyond an initial system installation. All Convergent installations include a standard warranty against all defects in material and workmanship for a period of one (1) year. This proposal will extend beyond the standard coverage and includes the following service offerings as part of our Agreement.

Scope of Work

The scope of work is to provide a 1 year contract extension to Convergent's existing O&M agreement for the support of the Los Angeles World Airport's (LAWA) Access Control & Alarm Monitoring System (ACAMS).

Contract Extension Scope to be as follows:

- Contract extension will be for a 1 year term from June 4, 2022 to June 3, 2023.
- The extension will cover the same exact scope provided under the current agreement for the maintenance and support of the Lenel OnGuard system at LAX and based on the original 3,500 ACAMS card readers plus an adjustment of an additional 550 readers totaling a new baseline of 4,050 readers.
- Convergent's scope excludes support to the new terminals and buildings including, but not limited to, the West Gates at TBIT (formerly known as MSC), Terminal 1.5, the new Police building, and ITF West.
- After the start of the contract extension, an assessment will be performed on a quarterly basis with LAWA and Convergent to adjust scope and base reader count as needed. Any regular hours support beyond the new baseline of 4,050 readers will require an adjustment to either staffing levels or Contract SLA terms and will incur a contract adjustment of \$6.50 per reader to cover afterhours support.
- The contract extension will be provided by 4 embedded technicians to mirror the existing arrangement comprised of 2 day-time field specialists, 1 swing-shift field specialist, and 1 day-time programmer. All staff will report to work at LAWA provided office space and adhere to existing holiday schedule.
- Convergent's O&M team will provide maintenance and support of manufacturer supported products including Lenel OnGuard and related hardware. Convergent will provide best effort to support hardware no longer supported by the manufacturer. Convergent will not provide support for the Picture Perfect software which is no longer supported by Lenel.



Pricing:

Description	Monthly	Annual
Current O&M Monthly (based on 3500 Readers)	\$116,476.35	\$1,397,716.20
8% Increase to Current O&M Monthly Rate - 4% price increase effective January 2021 - 4% price Increase effective January 2022 <i>Note: The Consumer Price Index (CPI) for 12 month period ending March 2022 increased 8.5% as reported by the U.S. Bureau of Labor Statistics. Convergint's 8% price increase spans a 2 year period and remains below the Bureau's CPI over the last 12 months and well below the CPI over a 2 year period.</i>	\$9,318.11	\$111,817.30
Monthly Support Cost for Additional 550 new readers for a New Baseline of 4050 readers - Rate of \$1,300 per every 200 readers (\$6.50 per reader)	\$3,575.00	\$42,900.00
Lenel SUSP including integrations (Annual Subscription)		\$34,500.00
Total Adjusted Contract Extension O&M Cost (Lenel SUSP is Annual Renewal)	\$129,369.46	\$1,586,933.50

O&M Time & Material Labor Rates:

Classification	Convergint 2022 Published Hourly Service Rates	LAWA Discounted Hourly Rate	LAWA Discounted Overtime	LAWA Discounted Holiday/Sunday
Field Specialist	\$193.00	\$160.00	\$240.00	\$320.00
Field Specialist (Swing Shift)	\$222.00	\$185.00	\$240.00	\$320.00
Foreman	\$193.00	\$160.00	\$240.00	\$320.00
Programmer	\$221.00	\$160.00	\$240.00	\$320.00

- T&M that requires personnel on site will be invoiced for a minimum of 4 hours. T&M for remote support will be invoiced for a minimum of 1 hour.
- *Note: Above discounted rates are based on existing contract extension Prevailing Wage rates and are intended for LAWA O&M contract only and not available for other City/LAWA project.*

Pricing for this Customer Support Program is valid for 60 days from the date of the proposal. If accepted, please sign and date below and return to Convergint Technologies with the appropriate purchase order information.



Contract may be renewed subject to a 4% annual increase on hourly and annual rates.

Alternate Pricing:

Given LAWA's recent and continued growth, and based on the critical role ACAMS has on overall security operations, it is Convergent's recommendation that a 3rd field technician being added to the day shift. This will help address the repairs in a timely fashion and will aide in the preventative maintenance of the airport's ACAMS system which has not been prioritized due to minimum resources. Below is the alternate pricing based on including this additional technician.

- *Monthly Rate for 3rd Field Technician:* *\$24,194.00*



Thank you for considering for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Fabian Escalante
Convergint Technologies

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Melodie Johnson

May 11, 2022

Customer Name (Printed)

Date

Authorized Signature

Title

Exhibit A-6, West Gates at TBIT, Terminal 1.5, Taxiway P Migration



1983 S. Santa Cruz St., Anaheim, California 92805
Phone Mobile (949) 940-6428
Fabian.Escalante@convergint.com

May 11, 2022

Los Angeles World Airport

Century Blvd
Los Angeles,
Attention: Melodie Johnson

Quotation: FE00400963P
License/Cert C-10 License #986407

Reference: MSC & T1.5 Migration-v2

Background

In July of 2021, the Los Angeles World Airports (LAWA) released two separate Request for Quote (RFQ) in an attempt to request services of a competent contractor to perform a migration of Picture Perfect to Lenel OnGuard at the West Gates at TBIT (formerly known as MSC), Terminal 1.5 (T1.5) and Taxiway P (TWYP) terminal. The first RFQ was for the replacement of all field hardware at the above terminals. Convergint elected to not submit a quote for this project. The second RFQ was to perform all server and software tasks necessary for the migration. Convergint elected to not submit a quote for this project either.

This proposal is an alternate response to the second RFQ addressing the server and software upgrades needed for the migration of the above terminals and is based on a Time & Materials basis to perform tasks Convergint believes are necessary to successfully perform the migration. This proposal is not intended to address nor comply with the scope of work and requirements as listed in the original RFQ. In addition, if executed, this proposal is to be additional work, per Exhibit A-4, Pricing Summary, Section 4 Operations & Maintenance Allowances for Modifications, Adds, and Changes and separate from Convergint's existing ACAMS Replacement scope of work. As such, deliverables provided via this quote shall not impede in any way with Convergint's ability to close out Convergint's existing ACAMS Replacement project scope of work, nor shall they impede LAWA's obligations under the existing contract. The matters contained in this quote will modify and supersede the relevant terms of the existing contract as stated herein. All matters not modified herein will remain in full force and effect. Existing warranty periods on base contract work will not be modified, nor will payment of monies held in retention in relation to base contract work be extended.



Scope of Work

The purpose of this proposal is to provide LAWA a baseline for budgeting and funding the migration of Picture Perfect to Lenel OnGuard at the West Gates at TBIT, Terminal 1.5 (T1.5) and Taxiway P (TWYP) terminal to include server design, software installation, server testing, and server documentation and, in addition, a baseline budget for programming of the migration. This baseline consists of key areas Convergent believes are necessary in order to implement new Lenel OnGuard Communication Servers to support the expansion of the OnGuard system accordingly. All work performed will be based on a pre-budgeted Time & Materials basis according to the allotment of hours as listed below and managed by LAWA. The number of hours for each of section below is based on Convergent's estimation for completing each task based on Convergent's experience and understanding of the environment and does not represent a flat-fee lump sum commitment. LAWA's direction to increase number of meetings, re-visit completed tasks, expand requirements, or other unforeseen circumstances, may result in an increase to the estimated number of hours needed for the below tasks.

Pre-Migration Tasks

Convergent's role in pre-migration will be to provide design, software installation, testing, and documentation of the expansion environment required to support the West Gates at TBIT, T1.5 and TWYP migration. Convergent is able to keep these estimates, and associated costs, low by leveraging work already completed and approved during the ACAMS migration project.

Server Design – Preparation of documentation with regards to the design of new communication servers including sizing requirements, connectivity requirements, and communication protocols. Time estimate includes attendance of two 2-hour planning /review meetings with LAWA personnel to be attended by both Convergent Engineer and Project Manager.	Labor Classification	Estimated Hours	Hourly Rate
	Engineer	24 hours	\$205.31/hour
	Project Manager Senior	8 hours	\$205.31/hour

Load Software – Installation of software on new servers. Time estimate includes attendance of two 2-hour planning /review meetings with LAWA personnel to be attended by both Convergent Engineer and Project Manager.	Labor Classification	Estimated Hours	Hourly Rate
	Engineer	24 hours	\$205.31/hour
	Project Manager Senior	8 hours	\$205.31/hour

Test Infrastructure Software – Engage with LAWA personnel to perform infrastructure/fail-over testing. Time estimate includes	Labor Classification	Estimated Hours	Hourly Rate
	Engineer	24 hours	\$205.31/hour



attendance of two 2-hour planning/review meetings with LAWA personnel to be attended by both Convergent Engineer and Project Manager.	Project Manager Senior	8 hours	\$205.31/hour
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Test with Test Panels – Test of new system with existing OnGuard test panels. Time estimate includes attendance of two 2-hour planning/review meetings with LAWA personnel to be attended by both Convergent Engineer and Project Manager.	Labor Classification	Estimated Hours	Hourly Rate
	Engineer	24 hours	\$205.31/hour
	Project Manager Senior	8 hours	\$205.31/hour

Documentation – Prepare Design document and test result documentation. Time estimate includes attendance of two 2-hour planning/review meetings with LAWA personnel to be attended by both Convergent Support Staff and Project Manager.	Labor Classification	Estimated Hours	Hourly Rate
	Support Staff	24 hours	\$196.00/hour
	Project Manager Senior	8 hours	\$205.31/hour

Total Pre-Migration Estimate:	Labor Classification	Estimated Hours	Hourly Rate
	Support Staff	24 hours	\$196.00/hour
	Engineer	96 hours	\$205.31/hour
	Project Manager Senior	40 hours	\$205.31/hour

Migration Tasks

Convergent’s role in the actual migration will be to provide programming of the OnGuard system in accordance with the schedule provided by LAWA and to provide oversight and attend status and review meetings regularly during this time period. Due to LAWA’s requirement for programming efforts to be performed after midnight, it is impractical to expect the programming to be performed by a member of the O&M team whose duties are to support existing ACAMS operations. Convergent recommends an alternate Lenel OnGuard certified specialist to perform this work throughout the duration of the migration period. The existing O&M team will provide a key function by providing direct support of all completed migrations during regular business hours as needed.



Migration Programming – Estimate is based on weekly involvement for duration of LAWA’s migration schedule. Includes nightly participation by programmer in programming and testing of Lenel OnGuard as LAWA’s field contractor migrates hardware. Time estimate includes 16 hours per week of Project Manager. to attend meetings with LAWA, field contractor, and other stakeholders as needed, work on documentation and reports, etc.	Labor Classification	Estimated Weekly Hours	Hourly Rate
	Programmer Night Shift	40 hours	\$196.00/hour
	Project Manager Senior	16 hours	\$205.31/hour

Total Migration Estimate:	Labor Classification	Estimated Hours	Hourly Rate
	Programmer Night Shift	840 hours	\$196.00/hour
	Project Manager Senior	336 hours	\$205.31/hour

Post-Migration Tasks

Convergent does not envision a role in any post-migration tasks as the support of the migrated environment will be handled by the O&M team. Should LAWA request Convergent’s assistance with any post-migration tasks, then the same rates as listed above would be used in these efforts.

Clarifications

- Labor rates above are based on Convergent’s 2021 rates. Convergent has agreed to hold these rates as-is for this project for the duration of 2022 and through July of 2023 without escalation. Rates will be increased by 4% in August 2023 and annually commencing January 1, 2024.
- All work performed will be based on a pre-budgeted Time & Materials basis according to the allotment of hours as listed above and managed by LAWA. The number of hours for each of section above is based on Convergent’s estimation for completing each section based on our experience and understanding of the environment and does not represent a flat-fee lump sum commitment. LAWA’s direction to increase number of meetings, re-visit completed tasks, expand requirements, or other unforeseen circumstances may result in an increase to the number of hours needed for the above tasks.





- All rates listed above apply to work performed during the normal working hours of Monday through Friday 8:00 AM to 5:00 PM unless otherwise noted in the above tables. Work performed outside of normal working hours, including attendance of on-site or remote meetings, will be billed at an overtime rate of time-and-a-half. Work performed on Sundays and holidays will be billed at double time rates.
- Programming has been estimated at 8 hours per night; however, Convergent understands that programming requirements may be reduced or not needed on certain evenings due to unforeseen circumstances. All programming will be invoiced a minimum of 4 hours at Convergent's above listed night rate. Cancellation for programming, or meetings, must occur within 48 hours to avoid the minimum 4 hour charge.
- If the programmer is required to work in excess of 8 hours on any given night, the corresponding overtime rate will apply for the time exceeding the first 8 hours.
- LAWA will be required to maintain an active Picture Perfect support contract with Lenel during the course of this engagement. LAWA's existing Picture Perfect support contract expires in September of 2022. LAWA will be required to extend this support contract considering the expectation of this engagement extending beyond September of 2022.
- Convergent will submit weekly timesheets every Monday for work covered under this proposal. LAWA will provide written approval to Convergent within 72 hours to avoid staffing interruptions. Invoice terms will be Net 30.
- Programming will be performed remotely by a Picture Perfect and Lenel certified specialist. If LAWA's VPN access is down, and notification is not provided to Convergent within 8 business hours prior to a scheduled shift, LAWA will be charged a 4 hour minimum service charge.
- Project management will be performed remotely. If a project manager is requested onsite at LAWA, a 4 hour minimum charge will apply.
- Certain markets providing essential materials and services to the project are experiencing and are anticipated to continue to experience significant, industry-wide economic fluctuation, availability and delay during the performance of this work primarily due to global supply-chain challenges. Convergent shall be entitled to an equitable adjustment in the time for performance of its work and the contract price for impacts to labor, material and equipment caused by any delays outside of its control.
- Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.

Exclusions

- All materials including hardware, software, software licenses, or similar are excluded; however, Convergent can provide priced separately if needed.



- Convergint plans to perform migration programming according to LAWA provided project schedule; therefore, Migration Project Schedule by Convergint is excluded. LAWA and Convergint estimate that the work covered by this quote will take approximately one year to complete.
- Performing Windows or application upgrades/patches or backups is excluded from estimate calculations.
- Integration programming with Genetec, Situator, and other applications are excluded from estimate calculations; however, additional time can be budgeted for this task if needed.
- CAD drawings for migration is excluded from estimate calculations; however, additional time can be budgeted for this task if needed.
- Completing ASR/USR reports are excluded as these are the responsibility of the field contractor.
- Picture Perfect support is excluded as this is a function of the O&M team.
- Migration or Post Migration reports are excluded from estimate calculations; however, additional time can be budgeted for this task if needed.
- Project management to coordinate the migration with Airport Police, electricians, field contractors, or other stakeholders is excluded.
- Warranty of programming is excluded and expected to be performed by the O&M team.



Thank you for considering for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Fabian Escalante
Convergint Technologies

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Melodie Johnson

May 11, 2022

Customer Name (Printed)

Date

Authorized Signature

Title

