

**SIXTH 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**

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THIS SIXTH AMENDMENT to Contract No. DA-5305, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 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 Board approved the Fifth Amendment to Contract No. DA-5305 to increase the total Contract Amount from \$270,996,104 to \$290,173,287 subject to change order authority; and

WHEREAS, the parties desire to amend Contract DA-5305 to increase the total Contract Amount from \$290,173,287 to \$296,984,443 subject to change order authority. The new Contract Amount includes Change Orders No. 1-112 executed to date, plus the Sixth Amendment amount of \$1,264,699.

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. 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-six million, nine hundred eighty-four thousand, four hundred forty-three dollars and no cents (\$296,984,443) inclusive of Change Orders No. 1-112 executed to date and change order for the Security Badge Office construction at the Intermodal Transportation Facility West and change orders 1-8 for the Tom Bradley International Terminal Domestic Baggage Claim. 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 Sixth 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 Sixth Amendment on the day and year first above written.

**APPROVED AS TO FORM**  
Michael N. Feuer, City Attorney

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

By: *Brian C. Ostler*  
Brian Ostler (Jan 10, 2022 16:31 PST)  
Deputy/Assistant 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]*  
Signature

*Daniel Camin*  
Print Name

*Operations Manager*  
Print Title

## CERTIFICATE OF RESOLUTION

This is to certify that the following is a full, true, and complete copy of a Resolution adopted by the Board of Directors of SWINERTON BUILDERS ("Corporation") by Unanimous Written Consent on June 22, 2021, and that the same has not been revoked nor modified.

**NOW, THEREFORE, BE IT RESOLVED**, that relating to the performance of preconstruction, engineering, construction and construction management work by the Corporation, this Corporation, Swinerton Builders, hereby expressly authorizes and empowers each and all of the following named individuals, acting in such individual's capacity as an officer or employee of the Corporation, to make, execute and deliver, in the name and on behalf of said Corporation, bids, bonds, applications for bid bonds, owner contracts, subcontracts, permits, liens, claims, waivers and releases of liens and claims, settlement agreements, and other project related agreements:

Donald D. Adair	Jeffrey S. Gee	Christopher A. Murphy
Glenn R. Ashton	Jeffrey S. Goodermote	SheriAnn Murphy
Christopher J. Brennand	David H. Grubb, Jr	Paul A. Nielsen
Michael M. Berryhill	D. Scott Grubb	Mark E. Payne
David C. Callis	Bret B. Hall	Andrew D. Pearl
Daniel Camin	Ray A. Haj	Bradley K. Peterson
John T. Capener	Peter Hau	Angelo V. Purpura
Jason R. Chupp	Elizabeth Hawkins	Pedro ("Pete") Ruiz
Darlene Cho	Scott L. Henrikson	Carrie L. Shaeffer
Scott V. Conrad	George W. Hershman	Drew A. Smith
Ciaran A. Creighton	Paul A. Hinz	Kevin Smith
Keith A. Dancey	Jared W. Hoeflich	John S. Spight
Andrew Georgesen	Curtis F. Johnson	Matthew ("Allen") A. Terrell
Jeffrey Good	Erik T. Johnson	Lia Tatevosian
Lori D. Guion	Robert Jennings	Aaron Townsend
Nicholas P. Elmont	Timothy J. Kretzschmar	Nicholas M. Vovakes
Christopher A. Evans	Joshua M. Leen	David K. White
Gregory W. Evans	Brian J. McCarthy	Tyler Whittaker
Besim Fejzagic	Terry M. McKellips	David R. Worley
Frank Foellmer, Jr.	Gerald E. Mejia	Aaron J. Yamasaki
Eric M. Foster	Christopher S. Morris	Jay G. Yarbrough
Ruth A. Fernandez	Derek D. Mosiman	

And, Operations Managers, Project Executives, and Project Managers of the Corporation are authorized and empowered to execute subcontract change orders and subcontracts (including agreements with suppliers and other project related vendors) for the Corporation, and that the Chief Estimators and Directors of Preconstruction of the Companies are authorized and empowered to execute bids on behalf of the Corporation.

And, if the employment of a person listed above (with Swinerton Builders or Swinerton Incorporated, whichever the case may be) is terminated, such authority for the individual shall be revoked as of the date of termination.

Date: August 26, 2021



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SheriAnn Murphy, Secretary