

**THIRD AMENDMENT TO CONTRACT NUMBER DA-5161
BETWEEN THE CITY OF LOS ANGELES AND ELEVATORS ETC., INC. FOR
SUPPLY AND DELIVERY OF ELEVATOR, ESCALATOR AND MOVING WALKWAY
PARTS AND LABOR FOR LOS ANGELES WORLD AIRPORTS**

This **THIRD AMENDMENT TO CONTRACT NUMBER DA-5161** ("Amendment") is made and entered into as of this ____ day of _____, 2019 by and between the CITY OF LOS ANGELES (the "City"), a municipal corporation, acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports ("Department" or "LAWA") and **ELEVATORS ETC., INC.** ("Contractor").

RECITALS

WHEREAS, the City and Contractor entered into Los Angeles World Airports Contract Number DA-5161 ("Contract") for the supply and delivery of elevator, escalator and moving walkway parts and labor for Los Angeles World Airports on December 20, 2016; and

WHEREAS, the original funding for the Contract was for an amount not to exceed Four Million One Hundred Seventy Thousand and 00/100 Dollars (\$4,170,000.00); and

WHEREAS, the Contract was amended on April 19, 2018 to add funding in the amount of Five Million One Hundred Eighty Five Thousand and 00/100 Dollars (\$5,185,000.00) for an amended overall Contract amount not to exceed Nine Million Three Hundred Fifty Five Thousand and 00/100 Dollars (\$9,355,000.00); and

WHEREAS, the Contract was amended a second time on February 25, 2019 to add funding in the amount of Six Million Two Hundred Seventy-Seven Thousand Seven Hundred Twenty-Six and 00/100 Dollars (\$6,277,726.00) for an amended overall Contract amount not to exceed Fifteen Million Six Hundred Thirty-Two Thousand Seven Hundred Twenty-Six and 00/100 Dollars (\$15,632,726.00); and

WHEREAS, the parties both agree to expand the funding of the Contract, as further amended, by adding funding in the amount of Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00) for an amended overall Contract amount not to exceed Nineteen Million

One Hundred Thirty-Two Thousand Seven Hundred Twenty-Six and 00/100 Dollars (\$19,132,726.00); and

WHEREAS, the City wishes to increase the term of the Contract by one (1) year, from three (3) years to four (4) years; and

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, the parties do mutually agree that the Contract is HEREBY AMENDED AS FOLLOWS:

AMENDMENT

Amendment Section 1. Section 3.1 of the Contract is hereby amended and restated in its entirety as follows:

3.1 Notwithstanding any other provision herein, the term of this Contract shall commence upon the City's issuance of a Notice to Proceed, and shall expire no later than four (4) years thereafter, subject to earlier termination pursuant to the terms of this Contract.

Amendment Section 2. Section 4.1 of the Contract is hereby amended and restated in its entirety as follows:

4.1 For all products and services rendered, for all costs, direct or indirect, and for all expenses incurred by Contractor pursuant to this Contract, City shall pay Contractor an overall contract amount not to exceed Nineteen Million One Hundred Thirty-Two Thousand Seven Hundred Twenty-Six and 00/100 Dollars (\$19,132,726.00). Contractor shall submit to City requests for payment of the amount(s) due, upon completion to City's satisfaction of the work specified for the Project. City shall pay Contractor for its performance under this Contract the sum hereinabove set forth, at the times and in the manner specified, if so, in the aforesaid Specifications.

Amendment Section 3. Except as specifically provided herein, this 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, as amended.

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IN WITNESS WHEREOF, City has caused this 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: 11/7/2020


By: _____
Chief Executive Officer
Department of Airports

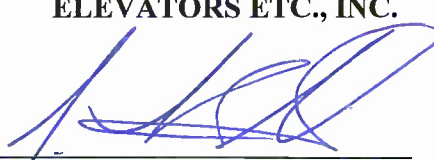
By: 
Deputy City Attorney

By: _____
Chief Financial Officer
Deputy Executive Director
Department of Airports

ATTEST:

ELEVATORS ETC., INC.

By: 
Signature (Secretary)
Jason Babcock
Print Name

By: 
Signature
Jason Babcock
Print Name

President
Print Title

[SEAL]