

**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
FOR THE DEPARTMENT OF AIRPORTS AND
AVR VAN RENTAL INC. dba AVR VANPOOL
FOR
VANPOOL LEASING AND SERVICES
AT LOS ANGELES INTERNATIONAL AIRPORT (LAX)**

THIS FIRST AMENDMENT TO the Agreement between The City of Los Angeles, Department of Airports, and AVR Van Rental Inc., dba AVR Vanpool (hereinafter referred to as the "Agreement"), is entered into this ____ day of _____, 20____, at Los Angeles, California, by and between the CITY OF LOS ANGELES, a municipal corporation, (herein after referred to as "City"), acting by order of and through the Board of Airport Commissioners (hereinafter referred to as "Board") of the Department of Airports, also known as Los Angeles World Airports (hereinafter referred to as "Department" or "LAWA"), and AVR Van Rental Inc., dba AVR Vanpool (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, LAWA desires to assist and encourage employees using single occupancy vehicles to use LAWA provided Rideshare vanpools; and

WHEREAS, LAWA's Rideshare Program organizes vanpools consisting of LAWA employees, contractor employees and members of the public working in nearby locations and commuting between similar home communities; and,

WHEREAS, LAWA desires to lower its carbon footprint and participate in environmentally friendly sustainability programs; and

WHEREAS, Contractor has been providing such services and LAWA and Contractor desire to extend the term of Contractor's provision of such services.

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED as follows:

AMENDMENTS

Section 1. Section 1.0 Term of contract Section 1.1, shall be deleted in its entirety and in lieu thereof the following shall be inserted:

“ 1.1 The term of this Contract shall be for five (5) years, commencing on July 1, 2019 and shall expire, June 30, 2024, unless earlier terminated as provided in Section 1.2 and Section 16, herein.”

Section 2. The Agreement shall be hereby amended by adding the attached document, Exhibit C, 2022-2024 AVR Vanpool Expense.

Section 3. Except as amended or modified by this First Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this First Amendment. If there is any conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall prevail. Whether or not specifically amended by this First Amendment, all terms and provisions of the Agreement are amended to the extent necessary to give effect to the purpose and intent of this First Amendment.

Section 4. **No Third Party Beneficiaries.** No provisions of the Agreement or this First Amendment may be amended or added to except by a written agreement signed by the Parties or their respective successors-in-interest. This First Amendment is not intended to confer upon any person other than the Parties, any rights or remedies hereunder.

Section 5. **Governing Law; Interpretation.** This First Amendment shall be governed by, and construed in accordance with, the laws of the State of California. The Agreement and this First Amendment are subject to the provisions of the Los Angeles Administrative Code. Each Party represents and warrants that this First Amendment has been negotiated and drafted at arms-length by equally sophisticated parties, and any ambiguity cannot be attributed to either Party hereto. If any provision of this First Amendment, or the application thereof to any persons or circumstances, shall be invalid or unenforceable, the remainder of this First Amendment shall not be affected thereby, and each provision of this First Amendment shall be valid and shall be enforceable to the fullest extent permitted by law.

Section 6. **Counterparts.** This First Amendment and any other document necessary for the consummation of the transaction contemplated by 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.

[Signatures on the following page.]

IN WITNESS WHEREOF, City has caused this First Amendment to be executed on its behalf by the Chief Executive Officer and Contractor has caused the same to be executed by it duly authorized officers, all as of the day and year first herein above written.

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

CITY OF LOS ANGELES

Date: _____

By: 
Nichole Kelso (May 24, 2022 15:47 PDT)
Deputy/Assistant City Attorney

By _____
Chief Executive Officer
Department of Airports

By _____
Deputy Executive Director
Chief Financial Officer

ATTEST:

AVR Van Rental Inc., dba AVR Vanpool

By _____
Signature

By 
Signature

Print Name

Aria Irani
Print Name

[SEAL]

CEO
Print Title

EXHIBIT C

2022-2024 AVR Vanpool Expense

VANPOOL LEASING AND SERVICES

EXHIBIT C

**CITY OF LOS ANGELES - LOS ANGELES WORLD AIRPORTS
2022-2024 FIXED BID PRICES WITH FIXED QUANTITIES VERIFICATION WORK SHEET**

IMPORTANT NOTES TO READ BEFORE FILLING THIS WORK SHEET:

- This is a computer generated work sheet and should be completed on a computer. For each item enter your bid price under the column entitled NET UNIT PRICE. The worksheet will calculate automatically the EXTENDED PRICE and the TOTAL BID PRICE. Entering price by hand or typing it is NOT recommended and will result in extra verification staff time and cost for our agency.
- Enter your response in the white rows if you bid on the items as specified. USE THE HIGHLIGHTED ROWS BELOW only for "or equal" items.
- If bidding "or equal" items in the highlighted rows, enter manufacturer name and product or catalog number in the said rows. If this information is missing, your bid response may not be considered.
- Enter only one response per item, either in the white row OR in the highlighted row. Entering two responses per item will result in an error total of your bid and may render it non responsive.
- Use this Excel worksheet on the website: www.labavn.org. Complete your bid worksheet, save it, print it and submit it with your bid response. Do not email.

Note: Bidder shall also state Total Bid Price from this Worksheet in the bid section entitled: BID PRICES VERIFICATION WORKSHEET (Bid page 2 of 8).

BIDDER MUST ENTER ITS NAME HERE: Airport Van Rental DBA as AVR Vanpool _____

Item #	MANUFACTURER NAME	PRODUCT OR CATALOG NUMBER	PRODUCT OR SERVICE DESCRIPTION	QUANTITY NEEDED	MONTHLY NET UNIT PRICE	EXTENDED PRICE
1	FORD	Transit XLT	Mid Roof, gasoline-powered 8-Passenger van with 8550 GVWR, 3.7 L V6 Engine, Net HP: 275@6000 RPM, Net Torque: 260ft-lbs@4000 RPM, 6 Speed Automatic Transmission, 18' seats per contract specifications and seat configuration attachment.	22	\$1,333.00	\$29,326.00
or equal					\$0.00	\$0.00
2	Dodge	Grand Caravan	Gasoline-powered 7 Passenger Van with 5,500 GVWR, 3.6 L V6 Engine, Net HP: 283@6400 RPM, Net Torque: 260@4400 RPM, 6 Speed Automatic Transmission	45	\$1,158.00	\$52,110.00
or equal					\$0.00	\$0.00

TOTAL BID PRICE (per month):

\$81,436.00

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Item #	MANUFACTURER NAME	PRODUCT OR CATALOG NUMBER	PRODUCT OR SERVICE DESCRIPTION	QUANTITY NEEDED	MONTHLY NET UNIT PRICE	EXTENDED PRICE
Optional Equipment: (Will not be evaluated for award of bid, but LAWA may choose to add to the contract:						
3	Dodge	Grand Caravan	Flex Fuel with Ethanol powered 7 Passenger Van with 5,500 GVWR, 3.6 L V6 Engine, Net HP: 283@6400 RPM, Net Torque: 260@4400 RPM, 6 Speed Automatic Transmission	1	\$1,158.00	\$1,158.00
4	Chrysler	Pacifica Hybrid	Electric/Gasoline Engine Hybrid 7 Passenger Van with 240-volt charger which runs 32 miles per charge. 30 combined City/HWY MPG, Net HP 287.	1	\$1,416.00	\$0.00
or equal				1	\$0.00	\$0.00
5	FORD	Transit XLT	Mid Roof, gasoline-powered 10-Passenger van with 8550 GVWR, 3.7 L V6 Engine, Net HP: 275@6000 RPM, Net Torque: 260ft-lbs@4000 RPM, 6 Speed Automatic Transmission, 18' seats per contract specifications and seat configuration attachment.	1	\$1,398.00	\$1,398.00
or equal				1	\$0.00	\$0.00
6	FORD	Transit XLT	Mid Roof, gasoline-powered 12-Passenger van with 8550 GVWR, 3.7 L V6 Engine, Net HP: 275@6000 RPM, Net Torque: 260ft-lbs@4000 RPM, 6 Speed Automatic Transmission, 18' seats per contract specifications and seat configuration attachment.	1	\$1,516.00	\$1,516.00
or equal				1	\$0.00	\$0.00
7	Ford	Transit XLT	Low Roof, gasoline-powered 8-Passenger van with 8550 GVWR, 3.7 L V6 Engine, Net HP: 275@6000 RPM, Net Torque: 260ft-lbs@4000 RPM, 6 Speed Automatic Transmission, 18' seats per contract specifications and seat configuration attachment.	1	\$1,310.00	\$1,310.00
or equal				1	\$0.00	\$0.00
8	Ford	Transit XLT	Low Roof, gasoline-powered 10-Passenger van with 8550 GVWR, 3.7 L V6 Engine, Net HP: 275@6000 RPM, Net Torque: 260ft-lbs@4000 RPM, 6 Speed Automatic Transmission, 18' seats per contract specifications and seat configuration attachment.	1	\$1,374.00	\$1,374.00
or equal				1	\$0.00	\$0.00

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9	FORD	Transit XLT	Low Roof, gasoline-powered 12-Passenger van with 8550 GVWR, 3.7 L V6 Engine, Net HP: 275@6000 RPM, Net Torque: 260ft-lbs@4000 RPM, 6 Speed Automatic Transmission, 18' seats per contract specifications and seat configuration attachment.	1	\$1,492.00	\$1,492.00
or equal				1	\$0.00	\$0.00
10	FORD	Transit XLT	Mid Roof, gasoline-powered 8-Passenger van with 8550 GVWR, 3.7 L V6 Engine, Net HP: 275@6000 RPM, Net Torque: 260ft-lbs@4000 RPM, 6 Speed Automatic Transmission, 22' leather luxury seats per contract specifications and seat configuration attachment.	1	n/a	#VALUE!
or equal				1	\$0.00	\$0.00
11	FORD	Transit XLT	Mid Roof, gasoline-powered 10-Passenger van with 8550 GVWR, 3.7 L V6 Engine, Net HP: 275@6000 RPM, Net Torque: 260ft-lbs@4000 RPM, 6 Speed Automatic Transmission, 22' leather luxury seats per contract specifications and seat configuration attachment.	1	n/a	#VALUE!
or equal				1	\$0.00	\$0.00
12	FORD	Transit XLT	Mid Roof, gasoline-powered 12-Passenger van with 8550 GVWR, 3.7 L V6 Engine, Net HP: 275@6000 RPM, Net Torque: 260ft-lbs@4000 RPM, 6 Speed Automatic Transmission, 22' leather luxury seats per contract specifications and seat configuration attachment.	1	n/a	#VALUE!
or equal				1	\$0.00	\$0.00
13	Ford	Transit XLT	Low Roof, gasoline-powered 8-Passenger van with 8550 GVWR, 3.7 L V6 Engine, Net HP: 275@6000 RPM, Net Torque: 260ft-lbs@4000 RPM, 6 Speed Automatic Transmission, 22' leather luxury seats per contract specifications and seat configuration attachment.	1	n/a	#VALUE!

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or equal				1	\$0.00	\$0.00
14	Ford	Transit XLT	Low Roof, gasoline-powered 10-Passenger van with 8550 GVWR, 3.7 L V6 Engine, Net HP: 275@6000 RPM, Net Torque: 260ft-lbs@4000 RPM, 6 Speed Automatic Transmission, 22' leather luxury seats per contract specifications and seat configuration attachment.	1	n/a	#VALUE!
or equal				1	\$0.00	\$0.00
15	FORD	Transit XLT	Low Roof, gasoline-powered 12-Passenger van with 8550 GVWR, 3.7 L V6 Engine, Net HP: 275@6000 RPM, Net Torque: 260ft-lbs@4000 RPM, 6 Speed Automatic Transmission, 22' leather luxury seats per contract specifications and seat configuration attachment.	1	n/a	#VALUE!
or equal				1	\$0.00	\$0.00
16			GPS Tracking (Per van price)		\$5.00	\$0.00
17			Individual USB or DC Connector (Per van price)		n/a	\$0.00
18			Wi-Fi (Per van price)		\$60.00	\$0.00
19			Ride-matching services and database		\$5.00	\$0.00