

**SECOND AMENDMENT TO CONTRACT DA-5638 BETWEEN THE  
CITY OF LOS ANGELES AND KT INDUSTRIES FOR MEDIUM VOLTAGE REPAIR,  
TRAINING AND PREVENTATIVE MAINTENANCE AND SUPPORT SERVICES AT  
LOS ANGELES INTERNATIONAL AND VAN NUYS AIRPORTS**

This **SECOND AMENDMENT TO CONTRACT** ("Second Amendment") is made and entered into as of \_\_\_\_\_, 2025 by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (hereinafter referred to as "City" or "Los Angeles World Airports"), acting by order of and through the Board of Airport Commissioners of the Department of Airports, and **KT INDUSTRIES, INC.**, a California corporation with its principal place of business in Los Angeles, California (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, on May 20, 2023, City and Contractor entered into Contract DA-5638 ("Contract") pursuant to which Contractor provides to Los Angeles World Airports ("LAWA") medium voltage repair, training and preventative maintenance and support at Los Angeles International Airport and Van Nuys Airport. The original agreement was for an amount not to exceed One Million, Eight Hundred Seventy-Five Thousand Dollars (\$1,875,000) and for a term not to exceed three years; and

**WHEREAS**, on January 23, 2025, City and Contractor entered a First Amendment pursuant to which the Not To Exceed Amount was increased to Five Million, Eight Hundred Seventy-Five Thousand Dollars (\$5,875,000); and

**WHEREAS**, the Parties now desire to enter into a Second Amendment to amend Contract DA-5638 to: (a) extend the duration of the Contract one year so that the new expiration date will be May 19, 2027; and (b) add a new Section 35 regarding Civil Rights and Title VI Assurances along with a new Exhibit D.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Contract as follows:

**AMENDMENT**

**1. EXTENSION OF DURATION OF CONTRACT.**

Section 3.1 is amended to delete the reference to "three years" and to replace same with "four years" so that Section 3.1 will read in part: "...the term of this Contract....shall expire no later than four (4) years later...."

## **2. TITLE VI ASSURANCES AS A NEW SECTION 35.**

This Contract is amended to add a new section 35 entitled “Civil Rights-General; Civil Rights, Title VI Assurances” to read as follows:

### **Section 35.0. CIVIL RIGHTS – GENERAL: CIVIL RIGHTS – TITLE VI ASSURANCES.**

49 CFR § 21.7 (a)(1); 49 CFR Part 21 Appendix C (b); and as amended or interpreted from time to time.

35.1 Civil Rights – General – 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

35.1.1 The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

35.1.2 Civil Rights – Title VI Assurances – 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. Contractor further agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination, set forth in Exhibit D, attached hereto and made a material term of this Contract, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time; specifically, the following clauses as provided in Exhibit D:

- a. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- b. Compliance with Nondiscrimination Requirements

35.1.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor’s compliance with this section. Contractor must cooperate with LAWA throughout the review process by supplying all requested information and documentation to LAWA, making Contractor staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by LAWA.

35.1.4 Contractor agrees that it shall insert the provisions found in Subsections 35.1.1 and

35.1.2, inclusive of Exhibit D in whole, in any solicitation, subcontract, sublease, assignment, license, transfer, or permit, or other instrument, by which said Contractor grants a right or privilege to any person, firm, or corporation under this Contract.

### 3. FULL FORCE AND EFFECT.

In the event of a conflict between the Second Amendment, on the one hand, and the Contract, on the other hand, the Second Amendment shall control. All other terms and conditions of the Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed, by their respective authorized signatories, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**  
HYDEE FELDSTEIN SOTO,  
City Attorney

**CITY OF LOS ANGELES**

By signing below, the signatory attests that he/she has no personal, financial, beneficial, or familial interest in this Contract.

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

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

By: \_\_\_\_\_  
Deputy City Attorney

By: \_\_\_\_\_  
JOHN ACKERMAN  
Chief Executive Officer

**REVIEWED:**

By: \_\_\_\_\_  
Chief Financial Officer  
Deputy Executive Director  
Department of Airports

**KT INDUSTRIES, INC.**

By: Leonor Vaca  
Signature

By: Susana Pardo  
Signature

Leonor Vaca  
Print Name

Susana Pardo  
Print Name

CEO  
Print Title

VP/CFO  
Print Title

## CIVIL RIGHTS – TITLE VI ASSURANCES

**Civil Rights – Title VI Assurances.** In accordance with, and as amended or interpreted from time to time, 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013.

- I. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination

against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

II. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LAWA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a

contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to LAWA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, LAWA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as LAWA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request LAWA to enter into any litigation to protect the interests of LAWA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.