

**SECOND AMENDMENT TO CONTRACT NUMBER DA-5437
BETWEEN THE CITY OF LOS ANGELES AND KONE, INC. FOR THE
MAINTENANCE, SERVICE AND REPAIR OF THE ELEVATORS, ESCALATORS
AND MOVING WALKWAYS AT LOS ANGELES INTERNATIONAL AIRPORT
AND VAN NUYS AIRPORT**

This **SECOND AMENDMENT TO CONTRACT NUMBER DA-5437** ("Amendment") is made and entered into as of this ____ day of _____, 202_ by and between the **CITY OF LOS ANGELES** ("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 **KONE, INC.** ("Contractor").

RECITALS

WHEREAS, City and Contractor entered into Los Angeles World Airports Contract Number DA-5437 (the "Contract") for the maintenance, service and repair of the elevators, escalators and moving walkways at Los Angeles International Airport and Van Nuys Airport on March 17, 2020; and

WHEREAS, the Contract originally had a two (2) year term and a not-to-exceed dollar amount of Sixteen Million Eight Hundred Fifty Thousand and 00/100 Dollars (\$16,850,000.00); and

WHEREAS, the Contract was amended on November 16, 2021 to increase the term of the contract from two (2) to three (3) years and add funding in the amount of Eleven Million Eight Hundred Twenty Seven Thousand and 00/100 Dollars (\$11,827,000.00) for an amended overall Contract amount not to exceed Twenty Eight Million Six Hundred Seventy Seven Thousand and 00/100 Dollars (\$28,677,000.00); and

WHEREAS, City wishes to increase the term of the Contract from thee (3) years to three (3) years and six (6) months, which will require the approval of both the Board and the Los Angeles City Council; and

WHEREAS, City also wishes to increase the not-to-exceed amount of the Contract from Twenty Eight Million Six Hundred Seventy Seven Thousand and 00/100 Dollars (\$28,677,000.00) to Thirty Four Million Nine Hundred Seventeen Thousand and 00/100 Dollars (\$34,917,000.00); 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 1.0 of the Contract shall be amended and restated in its entirety as follows:

Section 1.0 Term of Contract. Notwithstanding any other provision herein, the term of this Contract shall commence on the Effective Date, and shall expire upon the expiration or earlier termination of the Master Contract, including any extensions or exercise of options thereto, but no later than three (3) years and six (6) months after the Effective Date; subject, however, to earlier termination as provide herein.

Amendment Section 2. The second sentence of Section 2.2 of the Contract shall be amended and restated in its entirety as follows:

The fees to be paid Contractor by the City for the Services and associated products and supplies provided under this Contract shall not exceed Thirty Four Million Nine Hundred Seventeen Thousand and 00/100 Dollars (\$34,917,000.00) for the term of the Contract.

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.

Execution. This Amendment and any other document necessary for the consummation of the transaction contemplated by this 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 Amendment, 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 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 Amendment had been delivered that had been signed using a handwritten signature. All

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: _____


By: _____
Chief Executive Officer
Department of Airports

By: _____
Deputy City Attorney

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

ATTEST:

KONE, INC.

By: 
Signature (Secretary)
Lorraine Petzer
Print Name

By: Kal Hassanieth
Signature
KAL HASSANIEH
Print Name

[SEAL]

GENERAL MANAGER
Print Title