

**City and County of San Francisco
Airport Commission
P.O. Box 8097
San Francisco, California 94128**

Modification No. 2

THIS MODIFICATION (this “Modification”) is dated for convenience as of **July 1, 2020**, in San Francisco, California, by and between **KONE Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Airport Commission, hereinafter referred to as “**Commission.**”

RECITALS

- A. City and Contractor have entered into the Agreement for the San Francisco International Airport (the “Airport” or “SFO”) (as defined below); and,
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On May 7, 2019, by Resolution No. 19-0098, the Commission awarded this Agreement to the Contractor for a two-year term commencing on July 1, 2019 in an amount not to exceed \$9,765,600; and
- D. On October 1, 2019, City and Contractor administratively modified the Agreement to revise Appendix B by increasing the allowance for As-Needed Services with no change to the contract amount; and
- E. Due to the financial impacts that the Airport and City are currently experiencing as a result of the COVID-19 pandemic, City requested that all professional service contractors reduce unit prices under their contracts, which will assist in maintaining the financial feasibility of Airport’s continued procurement of Services under this Agreement, of acknowledged value to Contractor; and
- F. City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to reduce unit prices for preventative maintenance, adjust the preventative maintenance schedule, and update standard contractual terms; and
- G. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 47246-18/19 on April 15, 2019; and

Now, THEREFORE, City and Contractor agree as follows:

- 1. **Article 1. Definitions** is amended as follows:
 - a. **Section 1.1 Agreement** has been revised. The definition “Agreement” shall mean the Agreement dated May 7, 2019 and Modification No. 1 dated October 1, 2019, including all attached Appendices, and all applicable City ordinances and “Mandatory City Requirements” which are specifically incorporated by reference into this Agreement.
 - b. **Section 1.11 Confidential Information** is hereby replaced in its entirety with the following:

1.11.1 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*); the California Confidentiality of Medical Information Act (Civil Code § 56 *et seq.*); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of Part 164); and Administrative Code Chapter 12M (“Chapter 12M”).

1.11.2 “Confidential Information” also means any and all nonpublic information, whether written, electronic, or oral, concerning or relating to Airport technology, computer, or data systems, processes, or procedures, or Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to Contractor or otherwise acquired by Contractor during the course of dealings with the Airport. Additionally, “Confidential Information” includes security or security-related information, whether or not such information constitutes sensitive security information (“SSI”) as provided under 49 CFR Part 1520. In the event Contractor acquires SSI, it shall treat such information in conformance with federal law and the provisions of this Contract.

1.11.3 “Confidential Information” is confidential regardless of whether such information is in its original form, a copy, or a derivative product. “Derivative” means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Airport.

c. 1.12 Other Terms. Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

2. Article 11 General Provisions, 11.14 Notification of Legal Requests is hereby replaced in its entirety with the following:

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (“Legal Requests”) related to City Data or which in any way might reasonably require access to City Data, and in no event later than twenty-four (24) hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City’s instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

3. Article 11 General Provisions, 11.16 Order of Precedence is hereby re-numbered as **11.13 Order of Precedence**, with no other changes to the section.

4. Article 13 Data and Security, 13.4.1 Access to City Data is hereby replaced in its entirety with the following:

13.4.1 Access to City Data. City shall at all times have access to and control of all City Data, and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

5. Appendix A, A.4 Regular Work Hours is hereby replaced in its entirety with the following to reduce the regular work hours to 5 days per week:

4. Regular Work Hours: Contractor shall be prepared to provide service 24 hours per day, 5 days per week – weekends and holidays excluded. Regular work hours may be negotiated between the Contractor and the Airport, however planned preventative maintenance should be performed primarily between the hours of 11:00 p.m. and 7:00 a.m., Monday through Friday. Any call-back work performed outside of the Regular Work Hours will be charged at mutually agreed upon hourly service rates.

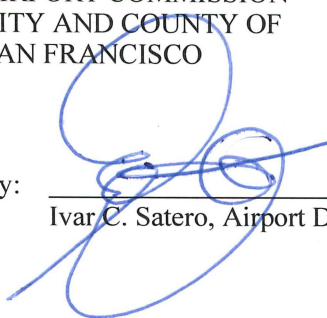


6. Appendix B, A. Preventative Maintenance Service is hereby amended. The table of unit prices has been revised as follows to reduce the monthly unit price for preventative maintenance of escalators and electric walks by five (5) percent:

Description	Price per Unit* per Month
Preventative Maintenance Services for Escalators Built 2000 or Earlier	\$1,662.50
Preventative Maintenance Services for Escalators Built 2001 or Later	\$1,995.00
Preventative Maintenance Services for Electric Walks Built 2000 or Earlier	\$3,111.25
Preventative Maintenance Services for Electric Walks Built 2001 or Later	\$3,705.00

7. Effective Date. Each of the changes set forth in this Modification shall be effective on and after the date of this Modification, except for the reduction in monthly unit price for preventative maintenance, which shall be effective on and after **August 7, 2020**.

8. Legal Effect. Except as expressly changed by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
<p>By:  Ivar C. Satero, Airport Director</p>	<p> Authorized Signature</p> <p>Joe Harmeyer Printed Name</p> <p>Vice President, Mid Pacific District Title</p> <p>KONE Inc. Company Name</p>
<p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p>	<p>000003220 City Supplier ID</p> <p>567 7th Street Address</p>
<p>By:  Daniel A. Edington Deputy City Attorney</p>	<p>San Francisco, CA 94103 City, State, ZIP</p> <p>415-554-0580 Telephone Number</p> <p>36-2357423 Federal Employer ID Number</p>