

ITEM # 18-0658

**CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#15-1005**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 11, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and KONE Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide:

1. **Preventative and Routine Maintenance:** The Contractor shall diligently undertake, perform and complete all preventative and routine maintenance including all material, labor, supervision, tools, supplies and all other expenses necessary to provide service, preventative maintenance, inspections, adjustments, testing and repairs as set forth in the Original Agreement Attachment A, Scope of Work.

2. **Assigned Work:** The Contractor shall diligently undertake, perform and complete work outside of the Preventative and Routine Maintenance described in paragraph A.1 as assigned by written work order ("Assigned Work"). As the Manager determines the need and availability of funding for Assigned Work, the City will issue a Work Order to the Contractor detailing the nature and extent of the Assigned Work. Work Orders may add or remove facilities from the list of facilities for which Contractor will provide Preventative and Routine Maintenance for a negotiated fixed monthly fee or provide for work in addition to Preventative and Routine Maintenance on a time and materials basis at a rate specified in Contractor's Pricing Proposal included in the

Original Agreement as Attachment A.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION:

Article 3 of the Agreement is amended to increase the compensation by thirty nine thousand three hundred forty five dollars (\$39,345.00), so that Article 3 reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred forty thousand three hundred dollars and eighty one cents (\$140,300.81), inclusive of applicable gross receipts taxes.

2. TERM:

Article 5 of the Agreement is hereby deleted. A new Article 5 of the Agreement is inserted to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:


This Agreement shall be effective when signed by the City and shall terminate on June 30, 2019, unless terminated sooner pursuant to Paragraph 6, below. The City is granted an option to renew this Agreement for one (1) additional period of one (1) year on the same terms and conditions as set forth herein.

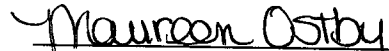
3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

CITY OF SANTA FE:

CONTRACTOR:
KONE, INC.


ALAN WEBBER, MAYOR

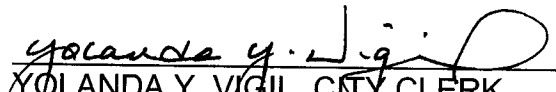

NAME & TITLE Branch Manager

Date: 6/19/18

Date: 6.26.18

ATTEST:

CRS # 01-715020-005
City of Santa Fe Business License #
18-00111269


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 6/13/18

APPROVED AS TO FORM:

 5/3
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

 6/18/18
INTERIM FINANCE DIRECTOR

52155.520300 and 52102.510310
Business Unit/Line Item