

CITY OF SANTA FE
CONTRACT AMENDMENT No. 1

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Thyssenkrupp Elevator Corporation, hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

Section 1, Scope of Work, is hereby amended to read as follows:

1. **Scope of Work.**

The Contractor shall provide the following: Elevator maintenance service for two years for two (2) elevators located at the Santa Fe Community Convention Center (SFCCC) municipal parking garage, two (2) elevators at the Sandoval municipal parking garage, and three (3) elevators at the Railyard municipal parking garage respectively. This is a reduction in the total number of elevators covered under this contract from eleven (11) to seven (7).

2. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered reduced compensation at the rate of one thousand nine hundred dollars (\$1,900.00) per month, such compensation not to exceed forty-five thousand and six hundred dollars (\$45,600.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling three thousand eight hundred and forty-seven dollars and fifty cents (\$3,847.50), shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 19-0664 and all Amendments to this Agreement, including gross receipts tax and

expenses, shall not exceed forty-nine thousand four hundred and forty-seven dollars and fifty cents (\$49,447.50). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

All other articles of this Agreement remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:
By: Jarel LaPan Hill
Jarel LaPan Hill, City Manager

Date: 11/14/19

Attest:

By: Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk

Date: 12-10-19

Approved as to Form:

By: Erin K. McSherry
Erin K. McSherry, City Attorney

Date: 10/21/19

Approved:

By: Mary McCoy
Mary McCoy, Finance Director
5350455/52030 and 520660/510310
Munis Org / Object

Date: 11/7/19

Contractor:

ThyssenKrupp Elevator Corporation

By: See Attached
Liesje Gebler, Branch Manager
CRS# 201745600, Registration # 19-00110380

Date: _____

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

Approved:

By: Mary McCoy
Mary McCoy, Finance Director
5350455/52030 and 520660/510310
Munis Org / Object

Date: 11/7/19

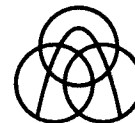
Contractor:

ThyssenKrupp Elevator Corporation

By: Liesje Gebler
Liesje Gebler, Branch Manager
CRS# 201745600, Registration # 19-00110380

Date: 12/03/2019

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.



9/17/2019

Maintenance Agreement Addendum

Exhibit C

thyssenkrupp Elevator and the City of Santa Fe Parking Division hereby amend and supplement their duly executed and existing elevator maintenance agreement dated 7-1-2019, contract number US183200, as set forth in this addendum. This addendum shall be made a part of the existing elevator maintenance agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern. All terms and conditions set forth in the existing elevator maintenance agreement will remain in full force and effect and apply to this addendum where no conflict exists.

Scope.

The terms and conditions set forth in the original maintenance agreement will remain in full affect except as specifically modified by this Addendum.

Price.


Item 1: The monthly billing will be \$1,900.00 per month **EXCLUDING** taxes

Term.

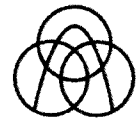
This addendum shall become effective on July 1st, 2019 through June 30th, 2021

Acceptance.

Your acceptance of this addendum and its approval by an authorized manager of thyssenkrupp Elevator will constitute exclusively the entire understanding of the parties with respect to the subject matter contained herein and it shall thereafter become part of the parties' agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is submitted for acceptance within thirty (30) days from the Date Submitted by the thyssenkrupp Elevator representative indicated below. No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized thyssenkrupp Elevator manager.

thyssenkrupp Elevator Corporation:	(City of Santa Fe Parking Division):	thyssenkrupp Elevator Corporation Approval:
<p>By: _____</p> <p style="text-align: center;">(Signature of thyssenkrupp Elevator Representative)</p> <p style="text-align: center;"><u>Kyle Olsen</u></p> <p style="text-align: center;"><u>Account Manager</u></p> <p style="text-align: center;"><u>505-203-9204</u></p> <p style="text-align: center;"><u>9-17-2019</u></p> <p style="text-align: center;">_____ (Date Submitted)</p>	<p>By:  _____</p> <p style="text-align: center;">(Signature of Authorized Individual)</p> <p style="text-align: center;"><u>Noel Correia</u></p> <p style="text-align: center;">_____ (Print or Type Name)</p> <p style="text-align: center;">Operations Director</p> <p style="text-align: center;">_____ (Print or Type Title)</p> <p style="text-align: center;"><u>10-10-2019</u></p> <p style="text-align: center;">_____ (Date of Approval)</p>	<p>By: _____</p> <p style="text-align: center;">(Signature of Authorized Individual)</p> <p style="text-align: center;"><u>Liesje Gebler</u></p> <p style="text-align: center;">_____ (Print or Type Name)</p> <p style="text-align: center;">Branch Manager</p> <p style="text-align: center;">_____ (Print or Type Title)</p> <p style="text-align: center;">_____ (Date of Approval)</p>

9/17/2019



thyssenkrupp

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