

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
KONE, INC.**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and KONE, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services between the City of Santa Clara, California, and KONE, Inc.", dated March 4, 2021 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated April 23, 2021, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide citywide elevator maintenance and repair services, and the Parties now wish to amend the Agreement as Amended to add services for Mission Library.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement, entitled "COMPENSATION AND PAYMENT" is hereby amended to read as follows:

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Revised Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement for scheduled services shall not exceed Two Hundred Four Thousand Six Hundred Ninety Dollars and Sixty Cents (\$204,690.60), and the maximum compensation for unscheduled as-needed repair services including materials shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000), for a total not to exceed maximum

compensation of Four Hundred Fifty-Four Thousand Six Hundred Ninety Dollars and Sixty Cents (\$454,690.60) during the Initial Term, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

2. Revised Exhibit A2 of the Agreement as Amended, entitled "Schedule of Performance" is hereby amended to read as shown in Second Revised Exhibit A2, attached herein.
3. Revised Exhibit B of the Agreement as Amended, entitled "Schedule of Fees" is hereby amended to read as shown in Second Revised Exhibit B, attached herein.
4. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

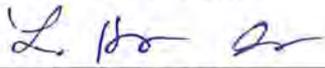
Note: Signatures on following page.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 10/19/23



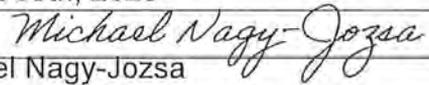
GLEN R. GOOGINS
City Attorney



JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

KONE, INC.
a California corporation

Dated: August 30th, 2023
By (Signature): 
Name: Michael Nagy-Jozsa
Title: General Manager Service & Solutions
Principal Place of Business Address: 15021 Wicks Blvd.
San Leandro, CA 94577
Email Address: michael.nagy-jozsa@kone.com
Telephone: (510) 424-2329
Fax: N/A
"CONTRACTOR"

**SECOND REVISED EXHIBIT A2
SCHEDULE OF PERFORMANCE**

Line Number	Service Level	Location	Location Address	Service Hours	Equipment	Equipment #	Frequency of Service
1	Basic Plan	City Hall	1500 Warburton Avenue	8am-5pm, M-F	Passenger-Hydro	50162	Quarterly
2	Basic Plan	Fire Station 2	1900 Walsh Avenue	8am-5pm, M-F	Passenger-Hydro	127099	Quarterly
3	Base with 24/7 Connected Service	Police Department	601 El Camino Real	24/7	Passenger-Hydro	118614	Quarterly
4	Base with 24/7 Connected Service	Police Department	602 El Camino Real	24/7	Passenger-Hydro	118615	Quarterly
5	Base with 24/7 Connected Service	Santa Clara Recreation Center	969 Kiely Blvd.	As Needed	Stage Lift	126652	Annually
6	Basic Plan	Berman Building	1405 Civic Center Drive	8am-5pm, M-F	Passenger-Hydro	40408	Quarterly
7	Base with 24/7 Connected Service	Gun Range	1990 Walsh Avenue	8am-5pm, M-F	Dumbwaiter	102595	Annually
8	Base with 24/7 Connected Service	Santa Clara Senior Center	1303 Fremont Street	8am-5pm, M-F	Passenger-Hydro	138485	Quarterly
9	Base with 24/7 Connected Service	Santa Clara Senior Center	1303 Fremont Street	8am-5pm, M-F	Passenger-Hydro	67312	Quarterly
10	Base with 24/7 Connected Service	Santa Clara Senior Center	1303 Fremont Street	As Needed	Stage Lift	62646-I	Annually
11	Basic Plan	Donald Von Raesfeld Power Plant	850 Duane Avenue	8am-5pm, M-F	Passenger-Hydro	135821	Quarterly
12	Advanced Plan	Tasman Garage	2525 Tasman Ave	24 Hours/7 Days Wk.	Gearless Traction MRL – Passenger	159760	Quarterly

Line Number	Service Level	Location	Location Address	Service Hours	Equipment	Equipment #	Frequency of Service
13	Advanced Plan	Tasman Garage	2525 Tasman Ave	24 Hours/7 Days Wk.	Gearless Traction MRL – Passenger	159756	Quarterly
14	Advanced Plan	Tasman Garage	2525 Tasman Ave	24 Hours/7 Days Wk.	Gearless Traction MRL – Passenger	159757	Quarterly
15	Advanced Plan	Tasman Garage	2525 Tasman Ave	24 Hours/7 Days Wk.	Gearless Traction MRL – Passenger	159758	Quarterly
16	Advanced Plan	Tasman Garage	2525 Tasman Ave	24 Hours/7 Days Wk.	Gearless Traction MRL – Passenger	159759	Quarterly
17	Basic Plan	Santa Clara Convention Center	5001 Great America Parkway	24 Hours/7 Days Wk.	Passenger-Hydro	83179	Quarterly
18	Basic Plan	Santa Clara Convention Center	5001 Great America Parkway	24 Hours/7 Days Wk.	Passenger-Hydro	83180	Quarterly
AMENDMENT NO. 1 - New Location Added							
19	Base with 24/7 Connected Service	Central Park Library	235 Homestead	7am-2pm, M-F	Passenger-Hydro	135533	Quarterly
20	Base with 24/7 Connected Service	Central Park Library	235 Homestead	7am-2pm, M-F	Passenger-Hydro	135534	Quarterly
21	Base with 24/7 Connected Service	Central Park Library	235 Homestead	7am-2pm, M-F	Passenger-Hydro	135535	Quarterly
AMENDMENT NO. 2 - New Location Added							
22	Basic Plan	Mission Library	1098 Lexington Street	9am-5pm, M & W 12pm-5pm T & T	Dumbwaiter	12317	Bi-Annual

SECOND REVISED EXHIBIT B SCHEDULE OF FEES

1. Compensation

- 1.1. The maximum compensation of this Agreement for scheduled services shall not exceed Two Hundred Four Thousand Six Hundred Ninety Dollars and Sixty Cents (\$204,690.60), and the maximum compensation for unscheduled as-needed repair services including materials shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000), for a total not to exceed maximum compensation of **Four Hundred Fifty-Four Thousand Six Hundred Ninety Dollars and Sixty Cents (\$454,690.60)** during the Initial Term, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.
- 1.2. All payments are based upon City's acceptance of Contractor's performance of services specified in Exhibit A1, Scope of Services. City shall have no obligation to pay unless Contractor has successfully completed the work for which payment is due.
- 1.3. City shall pay Contractor monthly for scheduled services at the rates set forth in Second Revised Table 2 herein of this Second Revised Exhibit B.
- 1.4. The City reserves the right to add or delete sites and/or equipment for scheduled services from Second Revised Exhibit A2, Schedule of Performance adjust the maximum compensation accordingly by a written executed amendment.

2. As-Needed Repair Services

- 2.1. In the event the City requires as-needed repair services as set forth in Section 3 of Exhibit A1, Scope of Services Contractor shall provide a written quotation, at no cost to the City, for the type of as-needed repair services requested and the time required to complete requested work. The quote must be approved by the City prior to any work being performed.
- 2.2. The labor rates and material equipment markup rates for as-needed repair services is set forth in Table 1 below:

Table 1. Labor Rates and Material/Equipment Markup

Labor Description	Hourly Labor Rate
As-Needed Repair Services (Normal Business Hours)	\$435.55
As-Needed Repair Services (Overtime/After Hours)	\$729.24
Material/Equipment	Markup %
Material/ Equipment Markup Over Cost	20%

- 2.3. The total amount of compensation for as-needed repair services shall not exceed **Two Hundred Fifty Thousand Dollars (\$250,000)** during the Initial Term of the Agreement.
- 2.4. The City reserves the right to request a fixed price quote in lieu of time and materials. Any fixed price quotes shall be consistent with the agreed-upon as-needed repair services rate in Section 2.2 above and must be good for at least 90 days.

3. Monthly Invoice

- 3.1. Contractor shall submit to City a monthly invoice within fifteen (15) working days of the last day of each month, in arrears, for payment of services performed pursuant to this Agreement. The monthly invoices shall include a statement of work performed during the month. City shall review the monthly invoice submitted by Contractor and within ten (10) working days if receipt of the invoice, City shall notify Contractor of any discrepancies or deficiencies in said invoice.
- 3.2. The City shall incur no obligation for out of scope work that is not authorized in advance in writing. These monthly invoices shall provide a breakdown of cost of the work performed and shall have an attachment itemizing the work for each of the following:
 - 3.2.1. Contractor shall invoice the City for maintenance and repair services, preventative maintenance services, and callback services at the end of each calendar month in which the work was performed in accordance with Exhibit A1, Scope of Services, and shall be paid for actual services performed per the monthly payment schedule as set forth in Table 2 of this Exhibit.
 - 3.2.2. Contractor shall submit copies of tags with monthly invoices. Work tag shall include date, facility, time in, time out, and ID numbers of equipment serviced. Contractor shall not invoice the City of travel to or from work sites.

3.3. Contractor will invoice City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

4. Price Adjustments

4.1. Contractor may request adjustments to the compensation rates on each one-year anniversary after the initial year of the Agreement, plus any one-year options to renew the Agreement after the Initial Term. Contractor must demonstrate to the satisfaction of the City that a price increase is warranted. Price adjustments are subject to the City's approval

4.2. Agreed to price adjustments during the Initial Term must be executed through an Amendment.

4.3. Agreed to price adjustments for one-year options must be executed through Exhibit E, Notice of Exercise of Option to Extend Agreement.

5. Liquidated Damages for Performance Standards

5.1. Contractor understands and agrees that one of the City's primary goals is to ensure that the customer service provided is of the highest caliber and consistent with the City's performance standards. Contractor further agrees that City will suffer damage if Contractor fails to meet these standards and that, due to the nature of certain breaches, the actual damage to the City would be impractical or very difficult to fix.

5.2. Performance Standard Breaches

5.2.1. The following specified items shall be referred to as "Performance Standard Breaches". Contractor agrees to pay to the City the amount specified below as liquidated damages for the applicable breach.

Performance Standard Breaches

Failure to respond to emergency calls for service on time	\$250 per occurrence, subject to a discussion between the City and Contractor as to why the response time was missed.
Failure to arrive on site on time	\$250 per occurrence, subject to a discussion between the City and Contractor as to why the response time was missed.

5.2.2. If the Contractor is found unduly responsive to service calls, the City reserves the right to request and authorize repairs for defective equipment with a third-party vendor and the Contractor shall credit the City for the repairs cost from the third-party repairs work. In such cases, the City shall provide prior notification to the Contractor of its intention.

**SECOND REVISED TABLE 2
COMPENSATION FOR SCHEDULED SERVICES**

Row	Location	Equipment Description and Number	Initial Term					
			Monthly Price	Annual Price				
				Year 1 of 5	Year 2 of 5	Year 3 of 5	Year 4 of 5	Year 5 of 5
1	City Hall	Passenger-Hydro (50162)	\$78.20	\$938.40	\$938.40	\$938.40	\$938.40	\$938.40
2	Fire Station 2	Passenger-Hydro (127099)	\$130.79	\$1,569.48	\$1,569.48	\$1,569.48	\$1,569.48	\$1,569.48
3	Police Department	Passenger-Hydro (118614)	\$224.34	\$2,692.08	\$2,692.08	\$2,692.08	\$2,692.08	\$2,692.08
4	Police Department	Passenger-Hydro (118615)	\$224.34	\$2,692.08	\$2,692.08	\$2,692.08	\$2,692.08	\$2,692.08
5	Santa Clara Recreation Center	Stage Lift (126652)	\$34.80	\$417.60	\$417.60	\$417.60	\$417.60	\$417.60
6	Berman Building	Passenger-Hydro (40408)	\$78.20	\$938.40	\$938.40	\$938.40	\$938.40	\$938.40
7	Gun Range	Dumbwaiter (10595)	\$34.80	\$417.60	\$417.60	\$417.60	\$417.60	\$417.60
8	Santa Clara Senior Center	Passenger-Hydro (138485)	\$195.79	\$2,349.48	\$2,349.48	\$2,349.48	\$2,349.48	\$2,349.48
9	Santa Clara Senior Center	Passenger-Hydro (67312)	\$143.20	\$1,718.40	\$1,718.40	\$1,718.40	\$1,718.40	\$1,718.40
10	Santa Clara Senior Center	Stage Lift (62646-l)	\$34.80	\$417.60	\$417.60	\$417.60	\$417.60	\$417.60

Row	Location	Equipment Description and Number	Initial Term					
			Monthly Price	Annual Price				
				Year 1 of 5	Year 2 of 5	Year 3 of 5	Year 4 of 5	Year 5 of 5
11	Donald Von Raesfeld Power Plant	Passenger-Hydro (135821)	\$130.79	\$1,569.48	\$1,569.48	\$1,569.48	\$1,569.48	\$1,569.48
12	Tasman Garage	Gearless Traction MRL – Passenger (159670)	\$250.58	\$3,006.96	\$3,006.96	\$3,006.96	\$3,006.96	\$3,006.96
13	Tasman Garage	Gearless Traction MRL – Passenger (159756)	\$250.58	\$3,006.96	\$3,006.96	\$3,006.96	\$3,006.96	\$3,006.96
14	Tasman Garage	Gearless Traction MRL – Passenger (159757)	\$250.58	\$3,006.96	\$3,006.96	\$3,006.96	\$3,006.96	\$3,006.96
15	Tasman Garage	Gearless Traction MRL – Passenger (159758)	\$250.58	\$3,006.96	\$3,006.96	\$3,006.96	\$3,006.96	\$3,006.96
16	Tasman Garage	Gearless Traction MRL – Passenger (159759)	\$250.58	\$3,006.96	\$3,006.96	\$3,006.96	\$3,006.96	\$3,006.96
17	Santa Clara Convention Center	Passenger-Hydro (83179)	\$78.20	\$938.40	\$938.40	\$938.40	\$938.40	\$938.40
18	Santa Clara Convention Center	Passenger-Hydro (83180)	\$78.20	\$938.40	\$938.40	\$938.40	\$938.40	\$938.40
AMENDMENT NO. 1 (Adding New Site)								
19	Central Park Library	Passenger-Hydro (135533)	\$224.34	\$2,692.08	\$2,692.08	\$2,692.08	\$2,692.08	\$2,692.08
20	Central Park Library	Passenger-Hydro (135533)	\$224.34	\$2,692.08	\$2,692.08	\$2,692.08	\$2,692.08	\$2,692.08
21	Central Park Library	Passenger-Hydro (135533)	\$224.34	\$2,692.08	\$2,692.08	\$2,692.08	\$2,692.08	\$2,692.08

Row	Location	Equipment Description and Number	Initial Term					
			Monthly Price	Annual Price				
				Year 1 of 5	Year 2 of 5	Year 3 of 5	Year 4 of 5	Year 5 of 5
AMENDMENT NO. 2 (Adding New Site)								
22	Mission Library	Dumbwaiter (12317)	\$34.80			\$313.20	\$417.60	\$417.60
			TOTAL	\$40,708.44	\$40,708.44	\$41,021.64	\$41,126.04	\$41,126.04
							Grand Total	\$204,690.60