



ThyssenKrupp Elevator Corporation
Amendment #9

AMENDMENT NO. 9 TO THE AGREEMENT
WITH
THYSSENKRUPP ELEVATOR CORPORATION
FOR
PLATINIUM MAINTENANCE SERVICE

This Amendment is entered into on February 18, 2014 by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and **Thyssenkrupp Elevator Corporation**, a Delaware corporation registered to do business in California (hereafter referred to as "CONTRACTOR").

RECITALS

- A. WHEREAS, the parties entered into an agreement entitled "Platinum Maintenance Agreement" on July 1, 2005 ("Agreement") for an initial Annual Maintenance Contract Fee of Eighteen Thousand Nine Hundred dollars (\$18,900.00). The Agreement was for one (1) year and automatically renews on an annual basis unless terminated; and
- B. WHEREAS, the parties entered into Amendment No. 1 to the Agreement on August 7, 2007 to decrease the Annual Maintenance Contract Fee to Eighteen Thousand One Hundred Twenty-Eight dollars and Thirty-Six cents (\$18,128.36) for the period of July 1, 2007 to June 30, 2008; and
- C. WHEREAS, the parties entered into Amendment No. 2 to the Agreement on September 15, 2008 to increase the Annual Maintenance Contract Fee to Eighteen Thousand Six Hundred Twenty-Six Dollars and Ninety-Two cents (\$18,626.92) for the period of July 1, 2008 to June 30, 2009; and
- D. WHEREAS, the parties entered into Amendment No. 3 to the Agreement on July 1, 2009 to increase the Annual Maintenance Contract Fee to Nineteen Thousand One Hundred Thirty-Nine dollars and Twenty cents (\$19,139.20), plus a contingency of Thirteen Thousand dollars (\$13,000) for incidental repairs not contemplated in the Agreement for an annual contract value of Thirty-Two Thousand One Hundred Thirty-Nine dollars and Twenty cents (\$32,139.20) for the period of July 1, 2009 to June 30, 2010; and
- E. WHEREAS, the parties entered into Amendment No. 4 to the Agreement on July 1, 2010 to increase the Annual Maintenance Contract Fee to Nineteen Thousand Six Hundred Fifty-One dollars and Forty cents (\$19,651.40) and a contingency of Thirteen Thousand (\$13,000) for incidental repairs not contemplated in the Agreement for an annual contract value of Thirty-Two Thousand Six Hundred Fifty-One dollars and Forty cents (\$32,651.40) for the period of July 1, 2010 to June 30, 2011; and

- F. WHEREAS, the parties entered into Amendment No. 5 to the Agreement on November 1, 2010 to make various changes to the terms and conditions of the Agreement at no cost to the City; and
- G. WHEREAS, the parties entered into Amendment No. 6 to the Agreement on July 1, 2011 to increase the Annual Maintenance Contract Fee to Twenty Thousand Fifty-Four dollars and Eighty-Six cents (\$20,054.86) and decrease the contingency to Ten Thousand (\$10,000) for incidental repairs not contemplated in the Agreement for an annual contract value of Thirty Thousand Fifty-Four dollars and Eighty-Six cents (\$30,054.86) for the period of July 1, 2011 to June 30, 2012; and
- H. WHEREAS, the parties entered into Amendment No. 7 to the Agreement on July 1, 2012 to increase the Annual Maintenance Contract Fee to Twenty-One Thousand Eighty-Eight dollars and Eighty-Four cents (\$21,088.84) and a contingency of Ten Thousand (\$10,000) for incidental repairs not contemplated in the Agreement for an annual contract value of Thirty-One Thousand Eighty-Eight dollars and Eighty-Four cents (\$31,088.84) for the period of July 1, 2012 to June 30, 2013; and
- I. WHEREAS, the parties entered into Amendment No. 8 to the Agreement for the retroactive period of July 1, 2013 to June 30, 2014 in the amount of Twenty-Six Thousand Six Hundred Sixty-Eight Dollars and Seventy-Two Cents (\$26,668.72), which also includes a contingency of Five Thousand Dollars (\$5,000) for unanticipated repairs. Amendment No. 8 also provided authority for the City Manager to renew the Platinum Maintenance Agreement on an annual basis for the next three (3) years with an annual increase of no more than 3.5% per year, without further City Council approval except appropriation of funds; and
- J. WHEREAS, the parties desire to amend the Agreement to revise the scope of services and increase the compensation in the amount of Five Thousand and Ten Dollars (\$5,010.00) for the State of California required five year load testing which is not covered in the Agreement;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to further amend the Agreement as follows:

1. Contractor agrees to perform three (3) California State required five year load tests: One for the passenger elevator in the Police Department building, one for the passenger elevator in the Public Works Department building, and one for the freight elevator in the Corporation Yard Warehouse. The parties agree the cost of the three (3) tests shall not exceed Five Thousand and Ten dollars (\$5,010.00) for a total not-to-exceed annual amount of Thirty-One Thousand Six Hundred Seventy-Eight dollars and Seventy-Two cents (\$31,678.72) for the period of July 1, 2013 to June 30, 2014. All work shall be subject to City review and approval.
2. CONTRACTOR agrees to continue to maintain and pay for all insurance policies as stated in "Exhibit A – Insurance Requirements General" throughout the term of the Agreement and shall provide the City with renewal certificates and endorsements of the insurance policy.

3. All other provisions of the amended Agreement not amended by this Amendment No. 9 shall remain in full force and effect.

This Amendment is executed as of the date written on Page 1.

APPROVED BY:

CITY OF MILPITAS

THYSSENKRUPP ELEVATOR

Thomas C. Williams, City Manager

Name of Authorized Representative

Title of Authorized Representative

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Michael J. Ogaz, City Attorney

Steve Erickson, Project Manager