

THIRD AMENDATORY ON CALL MAINTENANCE AND/OR REPAIR CONTRACT

THIS THIRD AMENDATORY ON CALL MAINTENANCE AND/OR REPAIR CONTRACT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, and **KONE INC.**, a Delaware corporation whose address is One Kone Court, Moline, IL 61265 (the “Contractor”).

RECITALS:

WHEREAS, the Parties entered into a Maintenance and On Call Repair Contract dated October 17, 2019, an Amendatory On Call Maintenance and/or Repair Contract dated July 20, 2022, and a Second Amendatory On Call Maintenance and/or Repair Contract dated August 22, 2023 (collectively, the “Agreement”), to perform services as directed by the City on an “on-call” or “as needed” basis (the “Program”). Program work will generally consist of performance of such maintenance and repair services.

WHEREAS, the Parties wish to amend the Agreement to extend the Term, and to make such other amendments as are herein set forth.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings given them in the Agreement.

2. Section 3 of the Agreement, entitled “**TERM.**”, is amended to read as follows:

“**3. TERM.** The term of the Agreement will commence upon July 15, 2019, and will continue until through March 31, 2025 (the “Term”). The Contractor agrees to comply with all applicable Agreement closeout procedures and requirements set forth in the Agreement and as otherwise directed by the Manager.”

3. Section 14 of the Agreement, entitled “**EXAMINATION OF RECORDS.**”, is deleted in its entirety and replaced with the following:

“**14. EXAMINATION OF RECORDS.** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions

related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.”

4. A new section 38 of the Agreement, entitled “**COMPLIANCE WITH DENVER WAGE LAWS.**”, is added to read as follows:

“**38. COMPLIANCE WITH DENVER WAGE LAWS.** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

5. As herein amended, the Agreement is affirmed and ratified in each and every particular.

6. This Third Amendatory On Call Maintenance and/or Repair Contract will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: GENRL-202474619-03 [GENRL-201948388-03]
Contractor Name: KONE INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

GENRL-202474619-03 [GENRL-201948388-03]
KONE INC.

By:  _____
54F7AA699ABF49A...

Name: Alex Dyer
(please print)

Title: General Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)