

**AGREEMENT WITH TK ELEVATOR CORPORATION
FOR ELEVATOR AND CHAIR LIFT MAINTENANCE SERVICES
FOR CITY OF SAN MATEO**

This Agreement, made and entered into this day of _____, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and **TK ELEVATOR CORPORATION**, a Corporation, formerly known as ThyssenKrupp Elevator ("CONTRACTOR"), whose address is 3100 Interstate North Circle, SE STE 500, Atlanta, CA 30339.

RECITALS:

A. CITY desires certain elevator and chair lift maintenance services hereinafter described.

B. CITY desires to engage CONTRACTOR to provide these elevator and chair lift maintenance services by reason of its qualifications and experience for performing such services and CONTRACTOR has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONTRACTOR under this Agreement is as described in Exhibit A to this Agreement, which is attached and incorporated by reference. Exhibit A consists of the TK Elevator Blended Coverage Agreement (one traction elevator, twelve hydraulic elevators and five wheelchair lifts).

SECTION 2 - DUTIES OF CONTRACTOR

CONTRACTOR shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONTRACTOR represents that it is qualified to furnish the services described under this Agreement.

CONTRACTOR shall be responsible for employing or engaging all persons necessary to perform the services of CONTRACTOR.

CONTRACTOR and his subcontractors shall comply with State's Prevailing Wage Laws.

CONTRACTOR agrees to comply with the City's minimum wage ordinance as codified in Municipal Code Chapter 5.92, which differs from the state minimum wage and includes a Consumer Price Index escalator.

CONTRACTOR or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. For the work performed for the City, the CONTRACTOR and his subcontractors shall pay the workers at the prevailing wage rate as determined by the California Department of Industrial Relations, for this locality. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION 3 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project. CITY shall examine documents submitted by CONTRACTOR and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONTRACTOR's work.

SECTION 4 - TERM

The services to be performed under this Agreement shall commence on July 1, 2022, and be completed on or about June 30, 2025. The Public Works Director may authorize up to three (3) one-year extensions for a maximum contract length of six (6) years ending June 30, 2028.

SECTION 5 - PAYMENT

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONTRACTOR a fee of \$5,855 per month pursuant to rates stated in Exhibit B, attached and incorporated by reference. Up to \$20,650 per year in additional work beyond the base scope for a maximum compensation for the first full contract year is not to exceed \$90,910. Total compensation for the base three-year (3) agreement is not to exceed \$281,298.00.

The rates in Exhibit B may be adjusted once per contract year in accordance with annual indices of the "Consumer Price Index for All Urban Consumers," Bay Area City average, all items (1967=100) as published in the Monthly Labor Review by the U.S. Department of Labor, (CPI); or by 4%, whichever is lower. The Contractor will be responsible for calculating CPI adjustment factors subject to City approval. Copies of calculations and published indexes of the "Consumer Price Index for all Urban Consumers," as identified in this section, will be submitted with each adjustment invoice for verification and approval.

If all extensions are authorized by the Public Works Director and the maximum annual adjustment of 4% is applied, the maximum six-year (6) contract total is not to exceed \$590,004.00.

SECTION 6 – TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement upon receipt of said written notice.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents prepared by CONTRACTOR in the performance of this Agreement are and shall be the property of CITY, whether the project for which they are made is executed or not.

SECTION 8 - CONFIDENTIALITY

All reports and documents prepared by CONTRACTOR in connection with the performance of this Agreement are confidential until released by CITY to the public. CONTRACTOR shall not make any such documents or information available to any individual or organization not employed by CONTRACTOR or CITY without the written consent of CITY before any such release.

SECTION 9 - INTEREST OF CONTRACTOR

CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 - CONTRACTOR'S STATUS

It is expressly agreed that in the performance of the services required under this Agreement, CONTRACTOR shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONTRACTOR an agent or employee of CITY while providing services under this Agreement.

SECTION 11 - INDEMNITY

CONTRACTOR agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONTRACTOR's performance of this Agreement, except for those claims arising out of CITY's, sole negligence or willful misconduct. CONTRACTOR agrees to defend City, its elected and appointed officials, employees, and agents against any such claims. Notwithstanding the above, CONTRACTOR'S duty to indemnify and cost to defend shall not exceed CONTRACTOR'S proportional share of negligence. Under no circumstances shall any party to this Agreement be liable for consequential damages.

SECTION 12 - INSURANCE

Contractor shall procure and maintain for the duration of the contract the insurance specified in Exhibit C to this Agreement.

SECTION 13 - NONASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CONTRACTOR and cannot be transferred, assigned, or subcontracted by CONTRACTOR without the prior written consent of CITY.

SECTION 14 - RELIANCE UPON SKILL OF CONTRACTOR

It is mutually understood and agreed by and between the parties hereto that CONTRACTOR is skilled in the performance of the work agreed to be done under this Agreement and that CITY relies upon the skill of CONTRACTOR to do and perform the work in the most skillful manner, and CONTRACTOR agrees to thus perform the work. The acceptance of CONTRACTOR's work by CITY does not operate as a release of CONTRACTOR from said obligation.

SECTION 15 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 16 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 17 - NON-DISCRIMINATION

CONTRACTOR warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONTRACTOR nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 18 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 19 - LITIGATION

CONTRACTOR shall testify at CITY's request if litigation is brought against CITY in connection with CONTRACTOR's services under this Agreement. Unless the action is brought by CONTRACTOR, or is based upon CONTRACTOR's wrongdoing, CITY shall compensate CONTRACTOR for preparation for testimony, testimony, and travel at CONTRACTOR's standard hourly rates at the time of actual testimony.

SECTION 20 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY:	City of San Mateo Attn: David Blakley 1961 Pacific Blvd. San Mateo, CA 94403
To CONTRACTOR:	TK Elevator Corporation Attn: Marc McCabe 3100 Interstate N Cir SE, Suite 500 Atlanta, GA 30339

**SECTION 21 - AGREEMENT CONTAINS ALL
UNDERSTANDINGS; AMENDMENT**

This document represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, and agreements, either written or oral including any contrary provisions within Exhibit A, identified as CONTRACTOR's Blended Coverage Agreement.

This document may be amended only by written instrument, signed by both CITY and CONTRACTOR.

SECTION 22 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and TK ELEVATOR CORPORATION have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONTRACTOR

Azalea Mitch
Public Works Director

Mark Hintz
VP Contracts

If a Corporation, can be either 1)
President or 2) Vice President
plus an additional corporate
officer (i.e., Secretary,
Treasurer) who shall sign below.

APPROVED AS TO FORM

ADDITIONAL CORPORATE
OFFICER
(if necessary per the above)

Linh P. Nguyen, Assistant City
Attorney

Mike Askren
Regional Vice President

Attachments:

Exhibit A: Scope of Services
Exhibit B: Payment Rates
Exhibit C: Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Sourcewell Maintenance Agreement – Contract #100516-TKE for the Protection of Vertical Transportation Equipment

Blended Coverage Agreement Sourcewell

City of San Mateo

June 04, 2020

Purchaser: City of San Mateo
Address: 1949 Pacific Blvd
San Mateo, CA 94403-1430

Location: City of San Mateo

All references to Thyssenkrupp are now under TKElevator.

thyssenkrupp Elevator Corporation ("thyssenkrupp Elevator Corporation," "thyssenkrupp Elevator," "thyssenkrupp," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. thyssenkrupp Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Equipment to be Maintained

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units") which groups the Units according to their applicable coverage type (i.e. Gold Coverage, Platinum Coverage, etc.). A description of those terms and conditions specifically applicable to each coverage type appears in the sections of this Agreement entitled "Parts Repair and Replacement," and "Service Requests and Overtime Service Requests." The remaining terms and conditions apply to all coverage types.

Platinum Coverage

Equipment Type	Nickname	Legal ID	OEM Serial #	Stops	Controller Manufacturer	MAX Eligible
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Blended Coverage Agreement



MRL(Traction)	FIRE STATION 23		159472	2	Kone	No
Hydraulic	CENTRAL PARKING #1	118751	EK8573	4	Dover	Yes
Hydraulic	FIRE STATION 21		126721	2	Dover	Yes
Hydraulic	SAN MATEO POLICE DEPT#1	151789	EX4570	3	Dover	Yes
Hydraulic	SAN MATEO POLICE DEPT #2	151790	EX4571	3	Dover	Yes
Hydraulic	SAN MATEO TRANSIT EAST/ NORTH TRAIN	126565	EK8334	2	Dover	Yes
Hydraulic	SAN MATEO TRANSIT WEST/ SOUTH TRAIN	126714	EM5675	2	Dover	Yes
Hydraulic	FIRE STATION 24		EBU842	2	thyssenkrupp Elevator	Yes
Hydraulic	MAIN STREET PARKING	127289	EN6533	4	thyssenkrupp Elevator	Yes
Hydraulic	SAN MATEO LIBRARY Garage	138388	EU1449	4	thyssenkrupp Elevator	Yes
Hydraulic	MAIN STREET PARKING #3	138279	138279	4	Northern	No
Hydraulic	2ND AND EL CAMINO PARKING GARAGE	059503	059503	5	MCE	No
Hydraulic	SAN MATEO LIBRARY Employee Car	138389	EU1450	5	thyssenkrupp Elevator	Yes

Bronze Coverage

Equipment Type	Nickname	Legal ID	OEM Serial #	Stops	Controller Manufacturer	MAX Eligible
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Blended Coverage Agreement Sourcewell

Residential / Chairlift	CENTRAL PARK RECREATION		127261	2	Wheelovator	No
Residential / Chairlift	KING RECREATION CENTER		127262	2	Wheelovator	No
Residential / Chairlift	SENIOR CENTER		126721	2	Wheelovator	No
Residential / Chairlift	SHOREVIEW RECREATION CENTER		127065	2	Wheelovator	No
Residential / Chairlift	FIRE STATION 21		126721	2	Dover	Yes

Please refer to the exhibit entitled "Equipment to be Maintained" for the address of each Unit listed in the table above.

Scope of Work

Service Visits *TKE - Formerly Thyssenkrupp

thyssenkrupp Elevator will visit the Units described above to examine, maintain, adjust and lubricate the equipment covered by this Agreement as necessary to promote the proper operation of those Units and will repair or replace any covered components if the repair or replacement is, in thyssenkrupp's sole opinion, necessitated by normal wear and tear or is not otherwise excluded by this Agreement ("Service Visits"). These Service Visits will be performed Monday to Friday, 8:00 AM to 4:30 PM except during scheduled holidays ("Regular Time"). All work performed before or after Regular Time shall be considered overtime ("Overtime").

thyssenkrupp Elevator will examine covered parts and components of the Unit(s) including:

- Control and landing positioning systems
- Signal fixtures
- Machines, Drives, Power units, pumps, valves, and above-ground jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers
- Wire Ropes
- Safety mechanisms

In order to ensure optimum operation, thyssenkrupp Elevator will also:

- Lubricate covered parts and components for smooth and efficient performance
- Adjust covered parts and components to promote safe operation

Service Visits Include thyssenkrupp Elevator's Maintenance Control Program

thyssenkrupp Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). thyssenkrupp Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP incorporates thyssenkrupp Elevator's Basic Elevator and Escalator Procedures Manual listing the processes we follow when performing those maintenance, repair, replacement and testing services that are specifically described as included in this Agreement. Our MCP also includes thyssenkrupp Elevator's Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Parts Repair and Replacement

Blended Coverage Agreement Sourcewell

All references to Thyssenkrupp are now under TKElevator.

The following applies only to Unit(s) designated for Platinum Premier Coverage, Platinum Coverage, or Gold Coverage:

thyssenkrupp Elevator will repair or replace any covered components if the repair or replacement is, in thyssenkrupp's sole opinion, necessitated by normal wear and tear or is not otherwise excluded by this Agreement.

The following applies only to Unit(s) designated for Bronze Coverage:

We will not repair or replace any component of your Unit(s). All such work is outside the scope of your Agreement and will be the subject of separate billing by thyssenkrupp to you. We will, however, furnish the necessary lubricants (other than hydraulic fluid) and cleaning materials at no additional charge.

Service Requests and Overtime Service Requests

A "Service Request" is the dispatching of a thyssenkrupp Elevator technician to address minor adjustments to and the release of any entrapped passengers from a Unit during Regular Time. Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by thyssenkrupp Elevator. Service Requests performed in whole or in part before or after Regular Time ("Overtime Service Requests").

The following applies only to Unit(s) designated for Platinum Coverage:

Service Requests are included at no additional charge. On Overtime Service Requests thyssenkrupp Elevator will absorb Regular Time costs for labor and you will be responsible for the difference between the Regular Time costs and Overtime costs for labor which will be the subject of separate billing by thyssenkrupp. For reference, labor costs include travel time, travel expenses, and time spent on the job.

The following applies only to Unit(s) designated for Bronze Coverage:

Neither Service Requests nor Overtime Service Requests are included and they will be the subject of separate billing by thyssenkrupp for both materials and labor costs (which will be comprised of travel time, travel expenses, and time spent on the job).

Testing

Equipment Testing

This agreement includes only the following tests:

- those annual and five (5) year safety tests for your traction Units covered by this Agreement
- those annual and five (5) year safety tests for your hydraulic Units covered by this Agreement
- those annual and five (5) year safety tests for your lift Units covered by this Agreement

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, thyssenkrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that thyssenkrupp Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees.

Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify

Blended Coverage Agreement Sourcewell

thyssenkrupp Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code.

Exclusions

Service Visits, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any components or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at thyssenkrupp Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

In addition to the Billable Work described above, we also do not cover (A) the examination, maintenance, adjustment, refinishing, repair or replacement of the following components and/or systems: any cosmetic, construction, or ancillary components of the elevator or escalator system, including the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, balustrades, and wellway enclosures; any electrical components including main line power switches, breaker(s) or feeders to controller; any sealed bearings; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, jack/cylinder, piston, PVC and/or other protective material of any type or kind; any below-ground or partially unexposed piping of any type or kind; any signage of any type or kind including but not limited to, signs, placards, and/or braille; any fire-suppression or fire-detection equipment of any type or kind including, but not limited to, smoke detectors, fire sensors, and/or sprinklers and associated piping; any communication, security, entertainment, and/or advertising devices including, but not limited to, kiosks or touchscreen displays and/or card readers; any batteries for emergency lighting and emergency lowering; or any environmental control devices including, but not limited to, air conditioners, heaters, ventilation fans, humidifiers, de-humidifiers, and/or pit or sump pumps; or (B) the repair, refurbishing, rebuilding, and/or replacement of any motor generators; or (C) the replacement or alignment of elevator guide rails; or (D) any other items or tasks specifically excluded elsewhere in this Agreement.

With the passage of time, equipment technology and designs will change. If (1) any part or component of your equipment covered under this Agreement cannot, in thyssenkrupp's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part or component shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part or component.

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Pre-Existing Conditions and/or No or Limited Pre-Maintenance Inspection

thyssenkrupp Elevator submits this Agreement with the expectation and understanding that the Unit(s) has/have previously and continuously been the subject of an appropriate maintenance program. During the first ninety (90) days of this Agreement, thyssenkrupp Elevator, at its sole option, will inspect the Unit(s) to confirm that expectation and understanding and may thereafter determine, in its sole opinion, that certain parts or components require repair and/or replacement. In that event, thyssenkrupp will provide Purchaser with a written proposal for that work at additional cost. Should Purchaser fail to authorize that additional work on the terms proposed, thyssenkrupp shall have the exclusive right to either immediately terminate this Agreement or exclude the

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All references to Thyssenkrupp are now under TKElevator.

affected component from this Agreement upon written notice to Purchaser. Moreover, should that inspection reveal the existence of unsafe or hazardous conditions, thyssenkrupp retains the exclusive right to terminate this Agreement immediately upon written notice to Purchaser.

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes thyssenkrupp Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s). Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, thyssenkrupp Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, thyssenkrupp Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device contains trade secrets belonging to thyssenkrupp Elevator and is being installed for the sole use and benefit of our personnel, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or its data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/used in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, at no additional charge, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

Customer Web Portal and Mobile App

thyssenkrupp Elevator provides a web-based customer portal (the "CP") and mobile application (the "App") which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, thyssenkrupp Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, thyssenkrupp Elevator reserves the right to restrict Purchaser's access to the CP and App if any of Purchaser's accounts with thyssenkrupp Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. thyssenkrupp Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release thyssenkrupp Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

thyssenkrupp Communications®

thyssenkrupp Communications is thyssenkrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. thyssenkrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. This Agreement includes thyssenkrupp Communications and expressly incorporates all of the terms and conditions as set forth in the attached exhibit titled "thyssenkrupp Communications." As a condition precedent to thyssenkrupp Elevator providing any thyssenkrupp Communications services you must ensure that thyssenkrupp Elevator has, at all times, current and complete contact information as requested in the attached exhibit titled "thyssenkrupp Communications."

Contract Term, Price, Available Discounts & Payment

Term

This Agreement is effective for **36 months starting July 1, 2022.**

Notice shall be sent by certified mail, return receipt requested to the thyssenkrupp Elevator office address found in this Agreement. Time is of the essence.

Blended Coverage Agreement Sourcewell

All references to Thyssenkrupp are now under TKElevator.

Price

The price for the services as stated in this Agreement shall be \$5,855.00 per month, inclusive of all applicable sales and use taxes, payable quarterly in advance. The billed amount may vary based on discounts as accepted by Purchaser's initials below and adjustments referenced in this Agreement that are applied throughout the life of the Agreement.

Available Discounts

Payment Plan				Contract Term			
Billing Frequency	Discount %	Monthly Discount \$	Initial to Select	Extended Term (Years)	Discount %	Monthly Discount \$	Initial to Select
Annual	4%	\$219.08		Seven (7)	2%	\$109.54	
Semi Annual	2%	\$109.54		Ten (10)	4%	\$219.08	
Quarterly	No Change	\$0	Current Selection	Fifteen (15)	8%	\$438.16	

We reserve the right to increase all charges under this Agreement not to exceed a total of 4.00% annually.

Payment

Payments are due upon receipt of each of your thyssenkrupp Elevator invoices. If you do not timely pay any sum due to thyssenkrupp Elevator related to your Units described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- deem that you have permanently forfeited any discounts you may be entitled to associated with your payment plan/billing frequency for this Agreement, and/or
- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with thyssenkrupp Elevator that are in any way related to any of the Unit(s) described in this Agreement. If thyssenkrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Units) or losses of any other type or kind that is in any way related to thyssenkrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to thyssenkrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at thyssenkrupp Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s). You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water

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or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if thyssenkrupp Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in thyssenkrupp Elevator's sole judgment, jeopardizes the safety of the riding public, thyssenkrupp Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, thyssenkrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

thyssenkrupp Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of thyssenkrupp Elevator other than that specifically mentioned herein is included or intended. It is agreed that thyssenkrupp Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of thyssenkrupp Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and thyssenkrupp Elevator agrees to reimburse you for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the Purchaser's responsibility.

KONE EcoSpace, MonoSpace and/or Montana KCM831 or TMS550 (MRL)

This Agreement specifically excludes any obligation on the part of thyssenkrupp to test, maintain, or replace any KONE Elevator "Machine Room Less" (MRL) hoist machine. Any required repair or replacement of this MRL machine will instead be the subject of a separate written proposal to Purchaser at an additional cost.

Since thyssenkrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

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You expressly agree to release and discharge thyssenkrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

In the event that Purchaser and thyssenkrupp Elevator are parties to an existing elevator maintenance agreement at the time this proposed agreement is submitted for consideration, the existing agreement will remain in full force and effect until such time as this proposed agreement is accepted and fully executed in writing by both Parties. Upon full acceptance by both Parties, this proposed Agreement shall supersede all prior agreements.

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Exhibit A

Equipment to be Maintained

Building Name	Address	Equipment Type	Nickname	Legal ID	OEM Serial #	Stops
FIRE STATION 23	31 27th Ave	MRL(Traction)	FIRE STATION 23		159472	2
CENTRAL PARKING	315 S Ellsworth Ave	Hydraulic	CENTRAL PARKING #1	118751	EK8573	4
FIRE STATION 21	120 S Ellsworth	Hydraulic	FIRE STATION 21		126721	2
SAN MATEO POLICE DEPT	200 Franklin Pkwy	Hydraulic	SAN MATEO POLICE DEPT #2	151790	EX4571	3
SAN MATEO POLICE DEPT	200 Franklin Pkwy	Hydraulic	SAN MATEO POLICE DEPT#1	151789	EX4570	3
SAN MATEO TRANSIT	2 B St	Hydraulic	SAN MATEO TRANSIT EAST/ NORTH TRAIN	126565	EK8334	2
SAN MATEO TRANSIT	2 B St	Hydraulic	SAN MATEO TRANSIT WEST/ SOUTH TRAIN	126714	EM5675	2
MAIN STREET PARKING	355 2nd Ave	Hydraulic	MAIN STREET PARKING	127289	EN6533	4
SAN MATEO FIRE STATION 24	319 S Humboldt St	Hydraulic	FIRE STATION 24		EBU842	2
SAN MATEO LIBRARY	55 W 3rd Ave	Hydraulic	SAN MATEO LIBRARY Garage	138388	EU1449	4
SAN MATEO LIBRARY	55 W 3rd Ave	Hydraulic	MAIN STREET PARKING #3	138279	138279	4
CENTRAL PARK RECREATION	50 N 5th Ave	Residential / Chairlift	CENTRAL PARK RECREATION		127261	2
KING RECREATION CENTER	725 Monte Diablo Ave	Residential / Chairlift	KING RECREATION CENTER		127262	2
SENIOR CENTER	2645 Alameda De Las Pulgas	Residential / Chairlift	SENIOR CENTER		126721	2
SHOREVIEW RECREATION CENTER	950 Ocean Ave	Residential / Chairlift	SHOREVIEW RECREATION CENTER		127065	2

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FIRE STATION 21	120 S Ellsworth	Residential / Chairlift	FIRE STATION 21		126721	2
2ND AND EL CAMINO PARKING GARAGE	8 El Camino Real	Hydraulic	2ND AND EL CAMINO PARKING GARAGE	059503	059503	5
SAN MATEO LIBRARY	55 W 3rd Ave	Hydraulic	SAN MATEO LIBRARY Employee Car	138389	EU1450	5

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Exhibit B

thyssenkrupp Communications®

Through its centralized thyssenkrupp Communications call center, thyssenkrupp Elevator will provide 7 days per week, 24 hours per day, 365 days per year dispatching service for calls placed by Purchaser outside of Regular Time to the local thyssenkrupp Elevator branch office and telephone monitoring on all elevator(s) maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, thyssenkrupp Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local thyssenkrupp Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to "9-1-1" as the centralized thyssenkrupp Communications call center does not have dialing access to local "9-1-1" numbers.

This Agreement specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to thyssenkrupp Communication's call center.

Total number of elevators: 13

Building Name	Address	Equipment Type	Nickname	Elevator Telephone #
FIRE STATION 23	31 27th Ave	MRL(Traction)	FIRE STATION 23	
CENTRAL PARKING	315 S Ellsworth Ave	Hydraulic	CENTRAL PARKING #1	
FIRE STATION 21	120 S Ellsworth	Hydraulic	FIRE STATION 21	
SAN MATEO POLICE DEPT	200 Franklin Pkwy	Hydraulic	SAN MATEO POLICE DEPT #2	
SAN MATEO POLICE DEPT	200 Franklin Pkwy	Hydraulic	SAN MATEO POLICE DEPT#1	
SAN MATEO TRANSIT	2 B St	Hydraulic	SAN MATEO TRANSIT EAST/ NORTH TRAIN	
SAN MATEO TRANSIT	2 B St	Hydraulic	SAN MATEO TRANSIT WEST/ SOUTH TRAIN	
MAIN STREET PARKING	355 2nd Ave	Hydraulic	MAIN STREET PARKING	
SAN MATEO FIRE STATION 24	319 S Humboldt St	Hydraulic	FIRE STATION 24	
SAN MATEO LIBRARY	55 W 3rd Ave	Hydraulic	SAN MATEO LIBRARY Garage	
SAN MATEO LIBRARY	55 W 3rd Ave	Hydraulic	MAIN STREET PARKING #3	

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CENTRAL PARK RECREATION	50 N 5th Ave	Residential / Chairlift	CENTRAL PARK RECREATION	
KING RECREATION CENTER	725 Monte Diablo Ave	Residential / Chairlift	KING RECREATION CENTER	
SENIOR CENTER	2645 Alameda De Las Pulgas	Residential / Chairlift	SENIOR CENTER	
SHOREVIEW RECREATION CENTER	950 Ocean Ave	Residential / Chairlift	SHOREVIEW RECREATION CENTER	
FIRE STATION 21	120 S Ellsworth	Residential / Chairlift	FIRE STATION 21	
2ND AND EL CAMINO PARKING GARAGE	8 El Camino Real	Hydraulic	2ND AND EL CAMINO PARKING GARAGE	
SAN MATEO LIBRARY	55 W 3rd Ave	Hydraulic	SAN MATEO LIBRARY Employee Car	

thyssenkrupp Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to thyssenkrupp Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the thyssenkrupp communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise thyssenkrupp Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without thyssenkrupp Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where thyssenkrupp Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives thyssenkrupp Elevator express permission to dispatch a thyssenkrupp Elevator service technician to the location of the equipment at Purchaser's expense in accordance with thyssenkrupp Elevator's applicable billing rates. Purchaser further agrees that thyssenkrupp Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

EXHIBIT B

PAYMENT RATES

Property list/Location Contract Type and Price

Location Name: City of San Mateo

1 MRL (Traction), 12 Hydraulic , 5 WCL

Contract Type: Blended- see pages below for scope and unit attributes

Contract Price: \$5855 / month

Billing Frequency - Quarterly

Sourcewell Member ID # City of San Mateo – # 2426

2022-28 TK Elevator pricing
Utilizing Sourcewell

Term	Monthly	Annual	Repairs	Totals	
2022-23	\$5,855.00	\$ 70,260.00	\$ 20,650.00	\$ 90,910.00	
2023-24	\$6,090.00	\$ 73,080.00	\$ 20,650.00	\$ 93,730.00	+ 4% CPI
2024-25	\$6,334.00	\$ 76,008.00	\$ 20,650.00	\$ 96,658.00	+ 4% CPI
3 yr Contract Total		\$ 219,348.00	\$ 61,950.00	\$ 281,298.00	
Extensions:					
2025-26	\$6,587.00	\$ 79,044.00	\$ 20,650.00	\$ 99,694.00	+ 4% CPI
2026-27	\$6,851.00	\$ 82,212.00	\$ 20,650.00	\$ 102,862.00	+ 4% CPI
2027-28	\$7,125.00	\$ 85,500.00	\$ 20,650.00	\$ 106,150.00	+ 4% CPI
3 yr Extension Total		\$ 246,756.00	\$ 61,950.00	\$ 308,706.00	
6 yr Contract Total		\$ 466,104.00	\$ 123,900.00	\$ 590,004.00	

EXHIBIT C

INSURANCE REQUIREMENTS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as additional insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. CONTRACTOR'S additional insured obligation shall be in accordance with the Indemnification as outlined in Article 11. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles of self-insured retentions must be declared to and approved by the City. The City may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Notwithstanding the above, City has approved CONTRACTOR'S one million dollar self-insured retention for automobile liability and general liability, as well as the \$500,000 self-insured retention for workers' compensation coverage. Any modifications to these amounts must be agreed to in writing by both parties before becoming effective.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. In the event of a claim, the City reserve the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.