# **Request for Proposals (RFP)**

## **Elevator Maintenance Services**

# **Responses to Request for Information**

• **Question:** Is there a potential use of a CO-OP purchasing agreement, such as OMNIA, Sourcewell, or Equalis for this RFP?

**Answer:** The City of merced uses both OMNIA and Sourcewell for cooperative purchasing. Vendors who wish to propose utilizing cooperative purchasing pricing must do so with their submitted proposal.

• **Question:** Are you scheduling surveys to see the equipment?

**Answer:** Meetings can be scheduled during normal business hours by contacting the Public Works Manager-Internal Services, Cosmo Ordunez, at <a href="mailto:orduneze@cityofmerced.org">orduneze@cityofmerced.org</a>.

Request for Documents: (Available documents attached)

1. Copy of a more detailed equipment list with manufacturer information, installation year etc.?

**Response:** Staff will work to compile the requested information.

2. Copy of the current executed elevator maintenance contract for City of merced.

**Response:** Documents on file with Public Works attached.

3. Copy of all PO's maintenance and non-maintenance records (ex: capital projects, upgrades, repairs, callbacks, etc.) for elevators for City of merced for the past 60 months.

**Response:** Documents on file with Public Works attached.

4. Copy of the most recent RFQ/RFP for elevator maintenance services for City of Merced and associated bid tabulation.

**Response:** The current RFP can be downloaded from the City's website at: <u>RFP for Elevator</u> Maintenance Services | Bid Opportunities | City of Merced, CA

#### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 3157day of August, 2020, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and ThyssenKrupp Elevator Corporation, a Delaware Corporation, whose address of record is 940 Riverside Parkway, Suite 20, West Sacramento, California 95605(hereinafter referred to as "Consultant").

WHEREAS, City is in need of elevator maintenance services; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide elevator maintenance services.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. SCOPE OF SERVICES. The Consultant shall furnish the following services: Consultant shall provide the elevator maintenance services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Director of Public Works or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

- 2. TIME OF PERFORMANCE. All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "A" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.
- 3. TERM OF AGREEMENT. The term of this Agreement shall commence on July 1, 2020 and end on June 30, 2022. Upon expiration of this Agreement, and upon approval by City, Consultant shall have the option to renew this Agreement for an additional maximum period of three (3) years ending as of June 30, 2025.

- 4. COMPENSATION. Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "B". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of One Thousand Four Hundred Dollars (\$1,400.00) per month (\$200.00 per hydraulic elevator per month) for a total not to exceed sum of Sixteen Thousand Eight Hundred Dollars (\$16,800.00) per year.
- 5. METHOD OF PAYMENT. Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.
- 6. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 7. CONSULTANT'S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.
- 8. INDEPENDENT CONTRACTOR. It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

- INDEMNITY. Consultant shall indemnify, protect, defend (with 9. legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:
- a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

# b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

#### c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.

- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.
- e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:
  - (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
  - (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).
- f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium.
- g. Notwithstanding any language in this Agreement to the contrary, Consultant shall be entitled to be paid pursuant to the terms of this Agreement until Consultant has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.
- 11. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is

based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

- 12. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.
- 13. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

- 14. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.
- 15. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

- 16. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.
- 17. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.
- 18. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.
- 19. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.
- 20. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.
- 21. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

> CITY OF MERCED A California Charter Municipal Corporation

ATTEST:

STEVE CARRIGAN, CITY CLERK

APPROVED AS TO FORM:

PO# 139494 301325

**ACCOUNT DATA:** 

Verified by Finance Officer V-109 Funds available . 4 8/27/20 (171-1/19-532-25-00

\$16,800.001 year

CONSULTANT
THYSSENKRUPP ELEVATOR
CORPORATION,
A Delaware Corporation

| By: West   |
|--|
| (Signature)  |
| (Typed Name)   |
| Its: Nanch Manager (Title)   |
| BY:  |
| (Signature)  |
| (Typed Name)   |
| Its:   |
| (Title)  |
| Taxpayer I.D. No. 1211267  |
| ADDRESS: 940 Riverside Parkway<br>Suite 20<br>West Sacramento, CA<br>95605 |
| TELEPHONE: 9/6-4/7-6237<br>FAX: 866-571-2888                               |
| E-MAIL: sacraments Cathyssen Knpp. com                                     |

# SCOPE OF SERVICES

The City of Merced hereby requests proposals to service all City owned elevators listed herewith.

| Make           | Model          | Passenger<br>(Hydraulic) | Site                  | Address                     | State ID |
|----------------|----------------|--------------------------|-----------------------|-----------------------------|----------|
| A & B Elevator | Relay Logic    | 1                        | Police Department     | 611 22 <sup>nd</sup> Street | 069525   |
| US Elevator    | Relay Logic    | 1                        | Merced Civic Center   | 678 18th Street             | 085780   |
| US Elevator    | Relay Logic    | 1                        | Merced Civic Center   | 678 18 <sup>th</sup> Street | 085781   |
| Westinghouse   | Relay Logic    | 1                        | Parcade               | 638 18 <sup>th</sup> Street | 105181   |
| Westinghouse   | Relay Logic    | 1                        | Parcade               | 638 18 <sup>th</sup> Street | 105182   |
| Schindler      | Microprocessor | 1                        | Merced Center Parking | 1801 M Street W             | 149297   |
| Schindler      | Microprocessor | 1                        | Merced Center Parking | 1801 M Street W             | 149298   |

The following items represent the basic scope of service to be rendered:

# CLEAN (remove dirt, lint, excess oil and grease):

Power units

Control Equipment (relay panels, selectors, operating switches, etc.)

Pit Equipment (remove normal accumulation of rubbish)

Guide Rails and Brackets (brush to remove lint and dust)

Car Frames (guide shoes, safety parts, etc.)

Top of Cars and Bottom of Platforms

Car Door and Gate Openers

Hoist way Door Equipment

#### **LUBRICATE:**

Oil and grease as required, according to manufacturers lubrication schedules. Provide proper lubrication to all items of elevator equipment at intervals recommended by the manufacturer and/or as a result of visual examinations.

Power Unit (refill tank when necessary-flush and filter) Control Equipment (selectors, operation switches and devices, etc.) Guide Rails (refill lubricators as often as required)

#### **EXAMINE:**

Provide a thorough visual examination of all exposed parts accessible without dismantling components. Examinations are to be performed on a regular scheduled basis at intervals to be established based on use and need. Examinations to be performed by a State of California Certified Competent Conveyance Mechanic.

#### ADJUST:

Provide all necessary adjustments during regular scheduled examination visits.

**EXHIBIT A** 

#### REPAIR:

During regular working hours provide necessary major and minor repairs, including labor and parts as required, to the following items:

Control Equipment (relay panels, selectors, operating switches, etc.)

Car Door and Gate Operators

Hoist way Door Equipment

Interlocks

Leveling Switches (car and hoist way switches and cams)

Guide Shoes (car roller guides, shoes, gibs, etc.)

Pit Equipment

Hydraulic Valves, Pumps, Pump Motors (Power Unit)

"V" Belt on Power Unit

**Door Motors** 

Guide Bearings, Packing and Packing Gland (Hydraulic Seals)

#### **CALLBACK SERVICE:**

Provide minor emergency callback service during regular time hours at no additional charge to the customer.

Overtime shall consist of weekdays 5pm to 8am, and Saturdays. (Hours as recognized by the International Union of Elevator Constructors.)

Double-time shall consist of Sundays and Holidays. (Hours as recognized by the International Union of Elevator Constructors.)

| Billing f | or overtime | call backs | shall be | at the | following | rates: |
|-----------|-------------|------------|----------|--------|-----------|--------|
|-----------|-------------|------------|----------|--------|-----------|--------|

| Overtime    | \$<br>per hour |
|-------------|----------------|
| Double-time | \$<br>per hour |

Overtime and double-time shall have two hour minimum for call out.

#### **ITEMS NOT COVERED:**

Cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels and/or fixtures, hoist way door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack casing, buried piping, alignment of guide rails, smoke and fire sensors, communication devices, security systems, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement.

# **MAINTENANCE FREQUENCY:**

No less than twelve (12) maintenance visits per year. Fire recall testing and State of California-required record-keeping shall be completed by elevator service provider.

#### **RESPONSE TIME:**

In the event of trapped passenger(s), elevator service provider shall provide a technician on-site in forty-five (45) minutes or less from the time of notification. In the event the elevator requires repair, but is unoccupied, then response time shall be within four (4) hours or less.

# **ON-LINE RECORD-KEEPING:**

Elevator service provider shall provide Purchaser with on-line service records, inspection reports and preliminary orders.

#### **TESTING:**

Elevator service provider shall provide <u>all</u> required testing on <u>all</u> hydraulic elevators, as required by the State of California, at no additional charge. The testing shall be covered during business hours. The elevators shall individually be out of service during the testing.

Any additional billing as a result of vandalism, misuse/damage by others, work not covered under the terms of this order shall be approved in writing PRIOR to commencement of the work.

# Fee Proposal: City of Merced

| Make           | Model          | Passenger<br>(Hydraulic) | Site                  | Address                     | State ID | Pricing Per<br>Month |
|----------------|----------------|--------------------------|-----------------------|-----------------------------|----------|----------------------|
| A & B Elevator | Relay Logic    | 1                        | Police Department     | 611 22 <sup>nd</sup> Street | 069525   | \$200.00             |
| US Elevator    | Relay Logic    | 1                        | Merced Civic Center   | 678 18th Street             | 085780   | \$200.00             |
| US Elevator    | Relay Logic    | 1                        | Merced Civic Center   | 678 18th Street             | 085781   | \$200.00             |
| Westinghouse   | Relay Logic    | 1                        | Parcade               | 638 18th Street             | 105181   | \$200.00             |
| Westinghouse   | Relay Logic    | 1                        | Parcade               | 638 18th Street             | 105182   | \$200.00             |
| Schindler      | Microprocessor | 1                        | Merced Center Parking | 1801 M Street W             | 149297   | \$200.00             |
| Schindler      | Microprocessor | 1                        | Merced Center Parking | 1801 M Street W             | 149298   | \$200.00             |

#### **CALLBACK SERVICE:**

Provide minor emergency callback service during regular time hours at no additional charge to the customer.

Overtime shall consist of weekdays 5pm to 8am, and Saturdays. (Hours as recognized by the International Union of Elevator Constructors.)

Double-time shall consist of Sundays and Holidays. (Hours as recognized by the International Union of Elevator Constructors.)

Billing for overtime call backs shall be at the following rates:

Overtime \$325.00 per hour

Double-time \$650.00 per hour

Name: Tracy Zenovic

Title: Sales Manager

Date: 7/13/2020

Signature;

#### FIRST AMENDMENT PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this 11 day of \_\_\_\_\_, 2021, by and between the City of Merced, a California Charter Municipal Corporation ("City"), and TK Elevator Corporation, a Delaware Corporation ("Consultant") whose address of record is 940 Riverside Parkway, Suite 20, West Sacramento, California 95605.

WHEREAS, Consultant, under the name of ThyssentKrupp Elevator Corporation and the City previously entered into an Agreement for Professional Services ("Agreement") dated August 31, 2020; and

WHEREAS, City and Consultant desire to amend said Agreement to provide for the name change of the Consultant.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree a follows:

- 1. The Agreement dated August 31, 2020, between the City and Consultant shall be amended to reflect the change of the Consultant to TK Elevator Corporation, a Delaware Corporation.
  - 2. The Consultant shall provide an updated certificate of insurance.
- 3. Section 22, "PREVAILING WAGES," is hereby added to the Agreement to read as follows:

#### "SECTION 22. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Vendor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Vendor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

- B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <a href="http://www.dir.ca.gov/">http://www.dir.ca.gov/</a>.
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Vendor from the Department of Industrial Relations. Theses wage rate determinations are to be posted by the Vendor at the job site in accordance with Section 1773.2 of the California Labor Code.
- D. Vendor agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771."
- 4. Section 23, "ADDITIONAL WORK," is hereby added to the Agreement to read as follows:
  - "SECTION 23. ADDITIONAL WORK. The Consultant shall provide the additional work as described in the Exhibit 1, attached hereto."
- 5. Section 24, "ADDITIONAL COMPENSATION," is hereby added to the Agreement to read as follows:
  - "SECTION 24. ADDITIONAL COMPENSATION. City shall pay Consultant the not to exceed additional sum of One Hundred Eighty-Five Dollars (\$185.00) per month for additional work in accordance with the rates set forth on Exhibit "1" attached hereto, for a total not to exceed sum of One Thousand Five Hundred Eighty-Five Dollars per month, for a total of Nineteen Thousand Twenty Dollars (\$19,020.00) annually."

Except as herein amended, the Agreement dated August 31, 2020 6. shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed on the date first above written.

> CITY OF MERCED A California Charter Municipal Corporation

ATTEST:

STEPHANIE R. DIETZ, CITY CLERK

BY:

Assistant/Deputy City Clerk

APPROVED AS TO FORM:

301325

POF141503

ACCOUNT DATA:

BY: Verified by Finance Officer V – 18735

Funds available Mg 4130121 671-1119-532-25-00 PC 5/4/21

Fy 20121 #370.00

X:\Agreements\Public Works\2021\1st Amendment to Elevator Maintance Agr Re Name Change.docx

**CONSULTANT** TK ELEVATOR CORPORATION, A Delaware Corporation BY: (Signature) (Signature) Taxpayer I.D. No. 62-1211267

ADDRESS: 940 Riverside Parkway Suite 20 West Sacramento, CA 95605

TELEPHONE: 1 800 664 5438

FAX: 1866 572 2888 E-MAIL: Sacramento @ +kelevator. com

#### ADDITIONAL WORK

This additional scope of services includes elevator maintenance service of the City owned elevator listed herewith:

| Make | Passenger<br>(Hydraulic) | Site         | Address        | State ID | Pricing Per<br>Month |
|------|--------------------------|--------------|----------------|----------|----------------------|
| WICO | 1                        | Lift Station | 3156 N. HWY 59 | 146142   | \$185.00             |

The following items represent the basic scope of service to be rendered:

#### CLEAN (remove dirt, lint, excess oil and grease):

Power units

Control Equipment (relay panels, selectors, operating switches, etc.)

Pit Equipment (remove normal accumulation of rubbish)

Guide Rails and Brackets (brush to remove lint and dust)

Car Frames (guide shoes, safety parts, etc.)

Top of Cars and Bottom of Platforms

Car Door and Gate Openers

Hoist way Door Equipment

#### **LUBRICATE:**

Oil and grease as required, according to manufacturer's lubrication schedules. Provide proper lubrication to all items of elevator equipment at intervals recommended by the manufacturer and/or as a result of visual examinations.

Power Unit (refill tank when necessary-flush and filter)

Control Equipment (selectors, operation switches and devices, etc.)

Guide Rails (refill lubricators as often as required)

#### **EXAMINE:**

Provide a thorough visual examination of all exposed parts accessible without dismantling components. Examinations are to be performed on a regular scheduled basis at intervals to be established based on use and need. Examinations to be performed by a State of California Certified Competent Conveyance Mechanic.

#### **ADJUST:**

Provide all necessary adjustments during regular scheduled examination visits.

#### **REPAIR:**

During regular working hours provide necessary major and minor repairs, including labor and parts as required, to the following items:

Control Equipment (relay panels, selectors, operating switches, etc.)

Car Door and Gate Operators

Hoist way Door Equipment

Interlocks

Leveling Switches (car and hoist way switches and cams)

Guide Shoes (car roller guides, shoes, gibs, etc.)

Pit Equipment

Hydraulic Valves, Pumps, Pump Motors (Power Unit)

"V" Belt on Power Unit

**Door Motors** 

Guide Bearings, Packing and Packing Gland (Hydraulic Seals)

#### **CALLBACK SERVICE:**

Provide minor emergency callback service during regular time hours at no additional charge to the customer.

Overtime shall consist of weekdays 5pm to 8am, and Saturdays. (Hours as recognized by the International Union of Elevator Constructors.)

Double-time shall consist of Sundays and Holidays. (Hours as recognized by the International Union of Elevator Constructors.)

Billing for overtime call backs shall be at the following rates:

Overtime \$325.00 per hour

Double-time \$650.00 per hour

Overtime and double-time shall have two hour minimum for call out.

#### **ITEMS NOT COVERED:**

Cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels and/or fixtures, hoist way door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack casing, buried piping, alignment of guide rails, smoke and fire sensors, communication devices, security systems, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement.

#### **MAINTENANCE FREQUENCY:**

No less than twelve (12) maintenance visits per year. Fire recall testing and State of California-required record-keeping shall be completed by elevator service provider.

#### **RESPONSE TIME:**

In the event of trapped passenger(s), elevator service provider shall provide a technician on-site in forty-five (45) minutes or less from the time of notification. In the event the elevator requires repair, but is unoccupied, then response time shall be within four (4) hours or less.

#### **ON-LINE RECORD-KEEPING:**

Elevator service provider shall provide Purchaser with on-line service records, inspection reports and preliminary orders.

#### **TESTING:**

Elevator service provider shall provide <u>all</u> required testing on <u>all</u> hydraulic elevators, as required by the State of California, at no additional charge. The testing shall be covered during business hours. The elevators shall individually be out of service during the testing.

Any additional billing as a result of vandalism, misuse/damage by others, work not covered under the terms of this order shall be approved in writing PRIOR to commencement of the work.

#### SECOND AMENDMENT PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this 15th day of 101, 2022, by and between the City of Merced, a California Charter Municipal Corporation ("City"), and TK Elevator Corporation, a Delaware Corporation ("Consultant") whose address of record is 940 Riverside Parkway, Suite 20, West Sacramento, California 95605.

WHEREAS, Consultant, under the name of ThyssentKrupp Elevator Corporation and the City previously entered into an Agreement for Professional Services ("Agreement") dated August 31, 2020; and

WHEREAS, Consultant and City entered into a First Amendment to Agreement dated May 17, 2021; and,

WHEREAS, City and Consultant desire to amend said Agreement to exercise the first option to renew the Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree a follows:

1. Section 25, "FIRST OPTION TO RENEW," is hereby added to the Agreement to read as follows:

"SECTION 25. FIRST OPTION TO RENEW. The City and Consultant desire to exercise the option to renew the Agreement for one (1) additional year pursuant to Section 3, 'Term of Agreement'. The term of this first renewal shall be from July 1, 2022 to June 30, 2023."

2. Section 26, "COMPENSATION DURING FIRST RENEWAL TERM," is hereby added to the Agreement to read as follows:

"SECTION 26. COMPENSATION DURING FIRST RENEWAL TERM. City shall pay Consultant the not to exceed sum of One Thousand Five Hundred Eighty-Five Dollars (\$1,585.00) per month, for a total of Nineteen Thousand Twenty Dollars (\$19,020.00) annually."

3. Except as herein amended, the Agreement dated August 31, 2020 and First Amendment dated May 17, 2021, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be executed on the date first above written.



CITY OF MERCED A California Charter Municipal Corporation

Y: \_\_\_\_\_City Manag

ATTEST:

STEPHANIE R. DIETZ, CITY CLERK

BY: Alyonohamana 913.2022

Assistant/Deputy City Clerk

APPROVED AS TO FORM:

City Attornay

Date

301325

PO# 146455

ACCOUNT DATA:

 $\mathbf{R}\mathbf{Y}$ 

Verified by Finance Officer V-18735

Funds available. exc 9/2/22

671-1119-532-25-00

: 6 4/7/22

Not to exceed \$ 19,020,00

# CONSULTANT TK ELEVATOR CORPORATION, A Delaware Corporation

| BY: Daniel J Opfer 8/17/2022 (Signature) |
|--|
| (Signature)                              |
| Daniel J Opfer                           |
| (Typed Name)                             |
| Branch Manager<br>Its:                   |
| (Title)                                  |
|  |
| BY: Thomas Krimmel                       |
| (Signature)                              |
| Thomas J Krimmel                         |
| (Typed Name)                             |
| Its: Sr. Account Manager                 |
| (Title)                                  |
| Taxpayer I.D. No. 62-1211267             |
| ADDRESS: 940 Riverside Parkway           |
| Suite 20<br>West Sacramento, CA          |
| 95605                                    |
| TELEPHONE: 916-376-8700                  |
| FAX: 1-866-572-2888                      |
| E-MAIL: sacramento@tkelevator.com        |

# THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

WHEREAS, City is in need of elevator maintenance services; and,

WHEREAS, City and Consultant have previously entered into an Agreement for Elevator Maintenance Services ("Agreement") dated August 31, 2020, a First Amendment dated May 17, 2021, and a Second Amendment dated July 1, 2022; and,

WHEREAS, City and Consultant desire to amend said Agreement to exercise the second option to renew the Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 27, "SECOND OPTION TO RENEW," is hereby added to the Agreement to read as follows:

"SECTION 27. SECOND OPTION TO RENEW. The City and Consultant desire to exercise the option to renew the Agreement for one (1) additional year pursuant to Section 1, 'Parties and Term' of the Agreement. The term of this second renewal shall be from July 1, 2023 to June 30, 2024."

2. Section 28, "COMPENSATION DURING SECOND RENEWAL TERM," is hereby added to the Agreement to read as follows:

"SECTION 28. COMPENSATION DURING SECOND RENEWAL TERM. City shall pay Consultant the not to exceed sum of One Thousand Nine Hundred Seventy-Seven Dollars (\$1,977.00) per month, for a total of Twenty-Three Thousand Seven Hundred Twenty-Four Dollars (\$23,724.00) annually."

Except as herein amended, the Agreement dated August 31, 2020, 3. First Amendment dated May 17, 2021, and Second Amendment dated July 1, 2022, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to Agreement to be executed on the date first above written.

> CITY OF MERCED A California Charter Municipal Corporation

ATTEST:

STEPHANIE R. DIETZ, CITY CLERK

BY: Mencha Med na 7/5/23
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: 6-7-2013
City Attorney Date

283

ACCOUNT DATA:

BY: Verified by Finance Officer V-1076

Funds available. UR 6/29/23

70076005-511012 \$21,084.00

60006070-511012 \$ 2,640,00

N:\SHARED\PUBWORKS\ Administration\Documents\Contract Tracking\Draft Agreements\3rd Amendment - TK ELEVATOR.docx

| VENDOR | V | E | N | D | O | R |
|--------|---|---|---|---|---|---|
|--------|---|---|---|---|---|---|

| BY: David Opfer  Signature)   |
|---|
| Daniel Opfer  |
| (Typed Name)  |
| Its: Sales Manager  |
| (Title)   |
|   |
| BY:(Signature)  |
| (Bignature)   |
| (Typed Name)  |
| Its:  |
| (Title)   |
|   |
| Taxpayer I.D. No. <u>62-1211267</u>   |
| ADDRESS: 940 Riverside Parkway<br>Suite 20                                      |
| West Sacramento, CA<br>95605  |
| TELEPHONE: 916-712-5473 FAX: 1-866-653-5298 E-MAIL: daniel.opfer@tkelevator.com |

#### **Certificate Of Completion**

Envelope Id: B877A9993EF54687B573F22B339EA93C

Subject: Elevator Maintenance Contract Extension through June 30, 2024.

Tyler Contract Number:

Source Envelope:

Document Pages: 3

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:

Jamie Cruz

678 W 18th Street

Merced, CA 95340

cruzj@cityofmerced.org

IP Address: 165.225.242.193

#### **Record Tracking**

Status: Original

6/9/2023 4:26:32 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Jamie Cruz

cruzj@cityofmerced.org

Pool: StateLocal

Signatures: 1

Initials: 0

Pool: City of Merced

Location: DocuSign

Location: DocuSign

#### Signer Events

**Daniel Opfer** 

daniel.opfer@tkelevator.com

Sales Manager

Security Level: Email, Account Authentication

(Optional)

#### Signature

Signature

Status

Daniel Opter

Signature Adoption: Pre-selected Style Using IP Address: 104.129.202.96

**Timestamp** 

**Timestamps** 

Sent: 6/9/2023 4:32:01 PM Viewed: 6/12/2023 8:07:14 AM Signed: 6/19/2023 8:55:10 AM

#### **Electronic Record and Signature Disclosure:**

Accepted: 6/12/2023 8:07:14 AM

In Person Signer Events

**Payment Events** 

ID: c4b87176-2049-4484-b12e-265b4641ce58

| III Ferson Signer Events     | Signature        | Timestamp             |
|------------------------------|------------------|-----------------------|
| Editor Delivery Events       | Status           | Timestamp             |
| Agent Delivery Events        | Status           | Timestamp             |
| Intermediary Delivery Events | Status           | Timestamp             |
| Certified Delivery Events    | Status           | Timestamp             |
| Carbon Copy Events           | Status           | Timestamp             |
| Witness Events               | Signature        | Timestamp             |
| Notary Events                | Signature        | Timestamp             |
| Envelope Summary Events      | Status           | Timestamps            |
| Envelope Sent                | Hashed/Encrypted | 6/9/2023 4:32:01 PM   |
| Envelope Updated             | Security Checked | 6/13/2023 11:45:01 AM |
| Envelope Updated             | Security Checked | 6/13/2023 11:45:01 AM |
| Certified Delivered          | Security Checked | 6/12/2023 8:07:14 AM  |
| Signing Complete             | Security Checked | 6/19/2023 8:55:10 AM  |
| Completed                    | Security Checked | 6/19/2023 8:55:10 AM  |
|                              |                  |                       |

Electronic Record and Signature Disclosure

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Merced (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

#### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

#### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### How to contact City of Merced:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cityclerk@cityofmerced.org

### To advise City of Merced of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cityclerk@cityofmerced.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

# To request paper copies from City of Merced

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cityclerk@cityofmerced.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

# To withdraw your consent with City of Merced

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to cityclerk@cityofmerced.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

#### Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

### Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Merced as described above, you consent to receive
  exclusively through electronic means all notices, disclosures, authorizations,
  acknowledgements, and other documents that are required to be provided or made
  available to you by City of Merced during the course of your relationship with City of
  Merced.

#### FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT is made and entered into this 1st day of 1 and 1st day of 2024, by and between the City of Merced, a California Charter Municipal Corporation ("City"), and TK Elevator Corporation, a Delaware Corporation ("Consultant").

WHEREAS, City is in need of elevator maintenance services; and,

WHEREAS, City and Consultant have previously entered into an Agreement for Elevator Maintenance Services ("Agreement") dated August 31, 2020, a First Amendment dated May 17, 2021, a Second Amendment dated July 1, 2022, and a Third Amendment dated July 1, 2024; and,

WHEREAS, City and Consultant desire to amend said Agreement to exercise the final option to renew the Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 29, "FINAL OPTION TO RENEW," is hereby added to the Agreement to read as follows:

The City and Consultant desire to exercise the option to renew the Agreement for one (1) additional year pursuant to Section 1, 'Parties and Term' of the Agreement. The term of this final renewal shall be from July 1, 2024 to June 30, 2025."

2. Section 30, "COMPENSATION DURING FINAL RENEWAL TERM," is hereby added to the Agreement to read as follows:

City shall pay Consultant the not to exceed sum of Two Thousand One Hundred Thirty-Five Dollars and Sixteen Cents (\$2,135.16) per month, for a total of Twenty-Five Thousand Six Hundred Twenty-One Dollars and Ninety-Two Cents (\$25,621.92) annually."

Except as herein amended, the Agreement dated August 31, 2020, First Amendment dated May 17, 2021, Second Amendment dated July 1, 2022, and Third Amendment dated July 1, 2023, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to Agreement to be executed on the date first above written.

> CITY OF MERCED A California Charter Municipal Corporation

D. Scott McBride. City Manager

ATTEST:

D. SCOTT MCBRIDE, CITY CLERK

BY: Monda Wedna
Assistant/Deputy City Clerk

APPROVED AS TO FORM: CRAIG J. CORNWELL, CITY ATTORNEY

BY: City Attorney Date

**ACCOUNT DATA:** 

M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: My y/ns Co Verified by Finance Officer V-1076

Fundo available. Le 8/9/24

70076005-511012 \$22,420.80

X:\Agreements\Public Works\2024\4th Amendment - TK ELEVATOR.docx

60006070-511012 \$3,201.12

PL 8/9/242

**VENDOR** Rob Preston BY:\_ (Signature) Rob Preston (Typed Name) General Manager Its: (Title) BY:\_\_\_\_\_(Signature) (Typed Name) Its:\_\_\_\_\_(Title) Taxpayer I.D. No. <u>62-1211267</u> ADDRESS: 940 Riverside Parkway Suite 20 West Sacramento, CA 95605 818,281,784.00 TELEPHONE:\_\_\_ FAX:\_\_\_\_\_\_rob.preston@tkelevator.com

# DocuSian

**Certificate Of Completion** 

Envelope Id: 2B427605FBBA46398E9E425824364C99

Subject: Complete with Docusign: 4th Amendment - TK Elevator.pdf

Tyler Contract Number:

Source Envelope:

Document Pages: 3

Certificate Pages: 5 AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 1

Initials: 0

John Tresidder 678 W 18th Street

Merced, CA 95340

Envelope Originator:

Status: Completed

TresidderJ@cityofmerced.org IP Address: 136.226.78.97

**Record Tracking** 

Status: Original

7/10/2024 8:10:32 AM

Security Appliance Status: Connected Storage Appliance Status: Connected

Holder: John Tresidder

TresidderJ@cityofmerced.org

Pool: StateLocal Pool: City of Merced Location: DocuSign

Location: DocuSign

Signer Events

Rob Preston

rob.preston@tkelevator.com

General Manager

Security Level: Email, Account Authentication

(Optional)

Signature

Rob Preston AAF4777343424F9

Signature Adoption: Pre-selected Style Using IP Address: 104.129.202.168

**Timestamp** 

Sent: 7/10/2024 8:50:45 AM Resent: 7/11/2024 11:27:32 AM

Resent: 7/11/2024 11:27:44 AM Viewed: 7/11/2024 11:31:44 AM Signed: 7/11/2024 11:33:07 AM

**Electronic Record and Signature Disclosure:** 

Accepted: 7/11/2024 11:31:44 AM

ID: 843904b7-b2f1-4bea-acba-c39a5f06cab9

**Timestamp** 

**Timestamp** 

Status **Editor Delivery Events** 

**Status** 

**Signature** 

**Timestamp** 

**Intermediary Delivery Events** 

**Status** 

**Timestamp** 

**Certified Delivery Events** 

In Person Signer Events

**Agent Delivery Events** 

Status Status **Timestamp** 

**Carbon Copy Events** 

John Tresidder

tresidderj@cityofmerced.org

Security Level: Email, Account Authentication

(Optional)

COPIED

**COPIED** 

**Timestamp** 

Sent: 7/10/2024 8:15:34 AM Resent: 7/11/2024 11:33:09 AM Viewed: 7/11/2024 12:34:13 PM

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

**Jordan Cummings** 

jordan.cummings@tkelevator.com

Security Level: Email, Account Authentication

(Optional)

**Electronic Record and Signature Disclosure:** 

Accepted: 7/10/2024 8:19:06 AM

ID: 459e02fa-2ca3-4656-933b-f72e892a7071

Sent: 7/10/2024 8:15:33 AM

Resent: 7/10/2024 8:50:44 AM

**Witness Events** 

Signature

**Timestamp** 



City Manager or Designee

# City of Merced Statement of Services Contract

| Dept. Head Sig.: Len Len Due Date: |
|------------------------------------|
|                                    |

| Name of City Contact <u>Joel Garc</u>   | ia   | Phone Ext. <u>209-564-712</u>   | 26  |
|---|--|---|---|
| Description of Services to Be Pr<br>On-call/emergency Elevator serv   |  | ties through June 30, 2025.   | Official Use Only   |
| Civic Center (678 W. 18th St.)  |  |   | rking Garage (1801 M St.).  |
|   |  |   |   |
| Check Box If Applicable to Proj   | ect:   |   |   |
| License (1)* Type   | Busines:   | s License (2)*  | Bonds (6)*  |
| Insurance (14)*   | <b>✓</b> Workers   | Compensation (15)*  | Prevailing Wages (16)*  |
| *Numbers correspond to paragraph no   | umbers on the Terms and Conditions o   | attached hereto.  |   |
| Consultant:   | Proposal/  | Quote   |   |
| 1. <u>\$14,</u>   | 999.00   |   |   |
| 2   |  |   |   |
| 3   |  |   |   |
| Total An  | nount \$ 14,999.00   |   |   |
| By completing and executing this do by reference, any additional terms at attached hereto or in the Merced M price. This agreement is not binding Consultant. Any terms and condition designated representative of the City The individuals executing this contributions. | nd conditions found on the Purchase<br>unicipal Code, and makes the City a<br>g on the City until executed by the C<br>ns proposed by Consultant shall not   | e Order, and any other terms and co<br>an offer for the above-mentioned<br>City Manager, or his/her designee,<br>be binding upon the City unless ex | onditions imposed by the City and services at the above-mentioned and a Purchase Order is issued to pressly agreed to in writing by the |
| respective legal entities.  | act represent and warrant macule   | K Elevator Corpora  |   |
| Rob Preston   |  | 940 Riverside Pwy,  |   |
| Print Name  |  | West Sacramento, C  | A 95605   |
| Rob Preson  | A Copy of the Copy | Name and Address of B   | usiness Entity  |
| Signature AAF4777343424F  | TED APRI   | Date: 07-17-24  | 0.6497  |
| General Manager, Sacrame  | ento Branch  | Phone No.: 1-510-590<br>License No.: CA #108  | 30249   |
| Position and Title  |  | DIR Registration No.:   |   |
| Accounted by City of Margad   |  | ATTEST:   | Official Use Only   |
| Accepted by City of Merced  |  | CITY CLS  | RK Omeros only  |
| Sitt 308 CUG  | Date   | 7/11/24 PO# M   | eria al alvel   |

#### TERMS AND CONDITIONS FOR SERVICES AND PUBLIC WORKS CONTRACTS

THESE TERMS AND CONDITIONS, ("Terms and Conditions") are made and entered into on the date shown on the attached Statement of Services, by and between the City of Merced, a California Charter Municipal Corporation, ("City") and the Vendor, Consultant, or Person, ("Consultant") shown on the Statement of Services. These Terms and Conditions, Statement of Services, and Purchase Order shall herein be collectively referred to as the "Agreement." Any words that Consultant adds to the Agreement or any form that Consultant uses in the course of business will not change or supersede these Terms and Conditions. The City must agree, in writing, to any change in terms and conditions. The City's acceptance of any work or services is not an acceptance of Consultant's conflicting terms and conditions should such exist.

1. <u>CONSULTANT QUALIFICATIONS AND STANDARD OF</u>
WORK. Consultant warrants that it is fully qualified to perform the work, and holds all applicable licenses, permits, and other necessary qualifications.
Consultant shall perform and complete in a good and workmanlike manner all the work described in this Agreement to the plans and specifications provided to the Consultant by City, and shall do everything required by these Terms and Conditions and other contract documents attached hereto.

Consultant shall possess a valid \_\_\_\_\_\_N/A \_\_\_\_ Special California Consultant's license at the time of bid submission for the duration of the Agreement. (Applies only if marked on the Statement of Services Form).

- 2. <u>CITY BUSINESS LICENSE (Applies only if marked on the Statement of Services Form)</u>. Consultant agrees that if its business is based within the City limits or it enters into the City to conduct business then a current City of Merced business license is required. Failure to comply with this requirement could result in criminal penalties.
- 3. <u>CONSULTANT'S SERVICES</u>. Consultant shall, at its own cost and expense and as authorized and directed by the City, provide the personnel, supervision, equipment, supplies, services, administration, transportation, and other needs to complete the work described in the Statement of Services and the City's Purchase Order, which is hereby incorporated and made a part of these Terms and Conditions, within the agreed upon time schedule and budget. The Consultant is

responsible for obtaining and administering the employment of personnel having the training, experience, licenses, and other qualifications necessary for the work assigned. All project-related costs shall be assumed and paid by the Consultant. These Terms and Conditions and Purchase Order provide the exclusive means of payment and reimbursement of costs to the Consultant by the City.

Such work shall include the following:

- a. The Consultant shall perform the services as described in the Statement of Services and Purchase Order in full compliance with these Terms and Conditions and adopted City policies and guidelines as provided to the Consultant, and in compliance with all other applicable laws and regulations.
- b. The Consultant shall perform all services and prepare all documents in professional form, exercising the special experience, skill, and education required for such service.
- c. The Consultant shall provide finished documents of presentation quality that evidence the highest standards of investigation, professional review, public participation, and presentation.
- 4. <u>SCHEDULE OF PERFORMANCE AND BUDGET</u>. The Consultant shall satisfactorily perform the services described in the Statement of Services and Purchase Order within the Time Schedule stated or agreed to between the Consultant and the City. The Consultant shall review the remaining work and remaining budget at least monthly (or at such other interval as directed by City staff) and shall confirm that completion may be expected within the budget approved or, in the alternative, give immediate notice when it shall first appear that the approved budget will not be sufficient, together with an explanation for any projected insufficiency.

The Consultant shall immediately inform the City of any problems, obstructions, or deviations of which the Consultant becomes aware affecting Consultant's ability to complete the project in a timely, efficient, and competent manner.

5. <u>RISK OF LOSS PRIOR TO FINAL ACCEPTANCE</u>. Risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Consultant regardless of the cause. Consultant shall repair or replace such damages or destroyed work to its prior undamaged condition before being

entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Consultant from completion of work.

### 6. <u>BONDS</u> – (Applies only if marked on the Statement of Services Form).

- a. Consultant shall, within fifteen (15) days of contract award and before performance of the work, file a Performance Bond, with and approved by the City, in the amount of 100 percent (100%) of the contract price. The Performance Bond shall remain in effect until recordation of the Notice of Completion, or if a Notice of Completion is not recorded by the City, for sixty (60) days after completion of the work.
- b. All Bonds shall be furnished by the Consultant at its own cost and expense. All bonds shall be executed by such sureties as are admitted to transact surety insurance in the State of California. Should an objection as to the sufficiency of an admitted surety on a bond be made, California Code of Civil Procedure Section 995.660 shall apply.
- 7. <u>INDEPENDENT CONSULTANT</u>. It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

8. <u>COMPENSATION</u>. Payment by the City to the Consultant for actual services rendered shall be made upon presentation of an invoice detailing services performed.

- 9. <u>TERMINATION FOR CONVENIENCE OF CITY</u>. The City may terminate the Agreement any time by mailing via certified U.S. Mail a notice in writing to Consultant that the Agreement is terminated. Alternatively, City may send said notice by facsimile with confirming notice provided via U.S. Mail. Said Agreement shall be deemed terminated as of Consultant's receipt of said notice, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.
- 10. <u>ASSIGNABILITY OF AGREEMENT</u>. The Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under the Agreement will be permitted only with the express written consent of the City.
- 11. <u>RECORDS</u>. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by the Agreement shall be the property of the City, and Consultant shall deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including, but not limited to, those set forth hereinabove, prepared pursuant to the Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 12. <u>INDEMNITY</u>. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set

forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- Consultant waives and releases the City from any and all claims, causes of action, allegations, or assertions that may arise relating to infection of any person by COVID-19 or other communicable disease that occurs, or is alleged to occur, during the course of the performance of the work covered in the agreement. Consultant also agrees to defend, indemnify, and hold City harmless from any and all claims, causes of action, allegations, or assertions made against City or City's employees arising from or relating to actual or alleged infection occurring during the performance of the work covered in the agreement, except where caused by the sole negligence or willful misconduct of the City.
- 14. <u>INSURANCE (Applies only if marked on the Statement of Services Form)</u>. During the term of the Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:
  - a. General Liability.
    - (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
    - (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
    - (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.

- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

#### b. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- c. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.
- d. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).
- e. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in the Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.
- 15. WORKERS COMPENSATION INSURANCE (Applies Only If Marked On The Statement Of Services Form). Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

### 16. <u>PREVAILING WAGES – (Applies only if marked on the Statement of Services Form)</u>.

- a. A determination of the general prevailing rates per diem wages and holiday and overtime work where the work is performed is available for review upon request at the City of Merced, located at 678 West 18<sup>th</sup> Street, Merced, California 95340. Consultant and subcontractors will not pay less then the prevailing rates of wages. Consultant will post one copy of the prevailing rates of wages at the job site.
- b. Consultant shall forfeit as penalty to City the sum of Fifty Dollars (\$50.00) for each calendar day or portion thereof, and for each worker paid less then the prevailing rates under the Agreement.

17. TRAVEL AND SUBSISTENCE PAYMENTS – (Applies only if Prevailing Wages is marked on the Statement of Services Form). Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work.

#### 18. HOURS OF WORK.

- a. Eight (8) hours of labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times (1 ½) the basic rate of pay for work in excess of eight (8) hours during a calendar day or forty (40) hours during a calendar week for the foregoing hours.
- b. Consultant shall keep and make available an accurate record showing the name of each worker, and hours worked each day and each week by each worker.
- c. As a penalty to the City, Consultant shall forfeit Twenty Five Dollars (\$25.00) for each worker, including subcontractor's workers, for each calendar day during which the worker is required or permitted to work more than eight (8) hours in one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of Labor Code Sections 1810 through 1815.
- 19. <u>NOTICES</u>. Notice may be given by personal delivery or by placing the notice in a properly addressed envelope and depositing that envelope in the United States mail with first-class postage paid.
- 20. <u>PROHIBITION AGAINST DISCRIMINATION</u>. In the performance of the Agreement the Consultant will not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person with respect to the compensation, terms, conditions or privileges of employment, because of such person's race, color, creed, national origin, ancestry, sex or age.

#### 21. PERMITS AND LICENSES.

a. Consultant shall apply for and procure permits and licenses necessary for the work.

- b. Consultant shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.
- c. Consultant shall pay charges and fees in connection with permits and licenses.
- 22. <u>VENUE</u>. The Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to the Agreement shall be held exclusively in a state court in the County of Merced.
- 23. <u>WAIVER</u>. In the event that either City or Consultant shall at any time or times waive any breach of the Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of the Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.
- 24. <u>CONFORMANCE TO APPLICABLE LAWS</u>. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under the Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by the Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

#### ADVICE ON PREVAILING WAGE

#### Be hereby notified:

Pursuant to Section 1781 of the Labor Code, Consultant/Contractor is advised that the work contemplated in this contract may be subject to the payment of prevailing wages and all other requirements of the Prevailing Wage Law. The prevailing wage of each job classification may be found by inquiry with the California Department of Industrial Relations.

Consultant/Contractor shall comply with all laws related to the performance of public work including, but not limited to, the employment of apprentices pursuant to Section 1777.5 of the Labor Code, work day/week hours and overtime rates pursuant to Sections 1813 and 1815 of the Labor Code and the obligation set forth in Sections 1774-1776 of the Labor Code in regards to payment of prevailing wages and to provide the City of Merced and Department of Industrial Relations certified payrolls when required.

A certified copy of all payroll records relative to this project shall be submitted to the City of Merced along with the related invoice. Receipt of certified payroll records is a prerequisite to receiving payment.

#### Therefore:

No Consultant/Contractor or sub-consultant/contractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

No Consultant/Contractor or sub-consultant/contractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

All Consultants/Contractors or sub-consultants/contractors must furnish electronic certified payroll records to the Labor Commissioner. This requirement applies to all public works projects, whether new or ongoing.

Consultant/Contractor is further advised that the work contemplated herein is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### **Certificate Of Completion**

Envelope Id: 76873AB63F7B487DA6C03376C00DE39D

Status: Completed

Subject: Complete with Docusign: TK Elevators - On-Call-Emergency Elevator Service-Repairs - SOS Stateme...

Signatures: 1

Initials: 0

Tyler Contract Number:

Source Envelope:

Document Pages: 1

Certificate Pages: 5 AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

John Tresidder 678 W 18th Street Merced, CA 95340

TresidderJ@cityofmerced.org IP Address: 165.225.242.193

#### **Record Tracking**

Status: Original

9/9/2024 1:15:27 PM

Security Appliance Status: Connected Storage Appliance Status: Connected

Holder: John Tresidder

TresidderJ@cityofmerced.org

Pool: StateLocal Pool: City of Merced Location: DocuSign

Location: DocuSign

#### Signer Events

Rob Preson

rob.preston@tkelevator.com

Security Level: Email, Account Authentication

(Optional)

#### Signature

Rob Preson AAF4777343424F9...

Signature Adoption: Pre-selected Style Using IP Address: 165.225.243.117

#### **Timestamp**

Sent: 9/9/2024 1:21:21 PM Viewed: 9/9/2024 1:49:08 PM Signed: 9/9/2024 1:51:06 PM

#### **Electronic Record and Signature Disclosure:**

Accepted: 9/9/2024 1:49:08 PM

ID: 78d0484d-ac1c-42b5-af63-6cb09433627b

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#### Status

#### **Timestamp**

#### **Editor Delivery Events**

#### **Timestamp**

#### **Agent Delivery Events**

In Person Signer Events

#### Status

#### **Timestamp**

#### Intermediary Delivery Events

#### **Status**

Status

#### **Timestamp**

**Timestamp** 

#### **Certified Delivery Events**

John Tresidder

tresidderj@cityofmerced.org

Security Level: Email, Account Authentication

(Optional)

### VIEWED

Sent: 9/9/2024 1:21:22 PM Viewed: 9/9/2024 1:21:32 PM

Using IP Address: 165.225.242.193

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

| Carbon Copy Events      | Status           | Timestamp           |
|-------------------------|------------------|---------------------|
| Witness Events          | Signature        | Timestamp           |
| Notary Events           | Signature        | Timestamp           |
| Envelope Summary Events | Status           | Timestamps          |
| Envelope Sent           | Hashed/Encrypted | 9/9/2024 1:21:22 PM |

PURCHASE ORDER NO.

140263

Above Number Must Appear On All Correspondence

DATE

11/25/2020

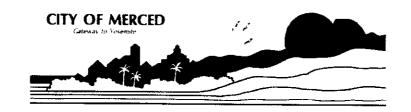
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1

THYSSENKRUPP ELEVATOR 940 RIVERSIDE PKWY SUITE 20 WEST SACRAMENTO CA 95605-1513

S CITY OF MERCED PUBLIC WORKS ADMINISTRATI P 1776 GROGAN AVENUE MERCED CA 95341

| DELIVE | RY BY   | F.O.B. | TERMS   | VENDOR NO.  | CONTRAC | RACT NO. REQ. NO. |           |
|--------|---------|--------|---|---|---------|-------------------|-----------|
| /25/20 | 20      |        | NET   | 10991   |         |                   | N/A       |
| LINE # | QUANTIT | TY UOM | M ITEM NO. & DESCRIPTION  |   | I       | UNIT COST         | EXTENSION |
|        | QUANTII | 0 DT   | REPAIR ELEVATOR A<br>THE ELEVATOR A<br>IT WAS DAMAGEI<br>REPLACE THE DO<br>ASSOCIATED WOR | OR DOOR UPGRADE<br>AT 1801 M. STRE<br>D BY VANDALISM.<br>DOR OPERATOR AND<br>RK.<br>N ACCORDANCE TO<br>MENT OF SERVICES | YOUR    | 1.0000            |           |
|        |         |        |   |   |         |                   |           |
| ····   |         | CON    | NOTIONS—READ CARE   | EFULLY  |         | GRAND             |           |

1. The right is reserved to cancel this order if not filled within the contract time, if specified.

2. The conditions of this order are not to be modified by any verbal understanding.

 Acceptance of this order includes Acceptance of all items, prices, delivery instructions, specifications and conditions stated.

 The City assumes no responsibility for goods delivered without the authority of a properly executed purchase order.

5. All items on Purchase Order must be received, before processing for payment.

6. Please send all invoices in duplicate to: CITY OF MERCED

And the second of the

ACCOUNTS PAYABLE 678 WEST 18TH STREET MERCED, CA 95340 GRAND TOTAL

13600.00

CITY OF MERCED PURCHASING DEPARTMENT 2525 O STREET MERCED, CA 95340 (209) 385-6833

APPROVED:

DocuSign Envelope ID: FB034A93-E289-41FD-B2E8-448BF2B962FC

## City of Merced Statement of Services

| Dept. Head Sig.:        | allotte - |
|-------------------------|-----------|
| Due Date:<br>Return to: |           |
|                         |           |
|                         |           |

John Spangler

|   |  | Name of City Contact   | 209-304-0474<br>Phone Ext.  |
|---|--|--|---|
| Description of Services   | s to be Provide  | d:   | Official Use Only   |
| Repair elevator door upgrad   | e for the elevator a   | it 1801 M St. It was damaged by vandalism. Rep   | place the door operator and associated  |
| Check Box If Applicat  X License (1)* Type  X Insurance (13)*                                   | •  | X Business License (2)*  X Workers' Compensation (14)*   | Bonds (6)* Prevailing Wages (15)*   |
| * Numbers correspond to pa  | ragraph numbers  | on the Terms and Conditions attached hereto.   |   |
| Consultant:   |  | Proposal/Quote   |   |
|   | l. Replaced door   | operator drive and associated work to complete   | <b>)</b>  |
|   | 2.   |  |   |
|   |  |  |   |
|   |  |  |   |
|   | rotai Am   | ount \$\$13,600.00   |   |
| makes the City an offer binding on the City unti Consultant. Any terms expressly agreed to in w | for the above-mil executed by the sand condition riting by the des | the City and attached hereto or in the nentioned services at the above-mentione of City Manager, or his/her designee, and sproposed by Consultant shall not be ignated representative of the City.  The present and warrant that they have the notities. | d price. This agreement is not<br>d a Purchase Order is issued to<br>binding upon the City unless |
| Consultants   |  |  |   |
| Dook at Januar  |  | thyssenkrupp Elevator  |   |
| Rachel Jones<br>Print Name,   |  | Name of Business Entity  |   |
| Radiel Jones  |  | •  |   |
| 77FF 9F 834E C43B.  |  | Date: 11/20/2020   |   |
| Signature<br>Branch Manager   |  | Phone No.: 510 561 9524  |   |
| Position/Title  |  | License No.: 651371 DIR Registration No.: 1000   | 002104  |
| Accepted by City of M   | erced  |  | Official Use Only   |
|   |  | , ,  | Official Use Unity  |
| City Manager or Desig   | nee .  | Date /1/25/2020  | <del></del>   |

### thyssenkrupp Elevator

City of Merced – 1801 M St -- repair TERMS AND CONDITIONS FOR SERVICES AND PUBLIC WORKS CONTRACTS



#### **AMENDMENT NO. 1**

This Amendment No.1 shall be made a part of the Agreement, and in the event of conflict with other articles, terms, conditions or contract documents, this Amendment No.1 shall be final. In no event shall any party be liable for any indirect, special, liquidated, incidental, exemplary or consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages.

- 5. Amend so Consultant shall be liable for loss from total or partial destruction of the work, prior to final acceptance, to the extent such destruction is caused by Consultant and not to the extent that such destruction is caused by other parties not under Consultant's control. Amend so Consultant shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, sickness, disease, or any cause beyond its control. Consultant shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.
- 6. Amend so bonds, if requested in writing, shall be an add based on one and one-half percent (1 1/2%) of the contract value per annum, to be paid by City.
- 8. Amend so the City agrees to pay Consultant fifty percent (50%) of the contract value upon the execution of this Agreement. City further agrees to pay Consultant the remaining fifty percent (50%) upon the Consultant's completion and City's acceptance of the work.
- 12. Amend so Consultant's obligation to indemnify, defend and hold harmless is limited to Consultant's acts and actions and in no way to include the acts, actions, omissions, neglects or bare allegations of a party indemnified hereunder.
- 13. Amend so Consultant shall provide standard ACORD certificates of insurance containing standard ACORD cancellation language. Amend so the required parties shall be added to Consultant's general liability insurance policy as additional insured, to be evidenced by Consultant's manuscript Additional Insured endorsement in lieu of those specified, subject to the limitations as hereafter set forth. Such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by Consultant's acts, actions, omissions or neglects, and shall not apply to the extent caused by the additional insured's own acts, actions, omissions, or neglects, or for bare allegations. (c) Amend to delete Professional Liability insurance as it is inapplicable to work performed by Consultant. (d) Amend so Consultant's insurance provider shall not be subject to approval.

17.c. Amend to delete.

| City of Merced | (City)           | thyssenkrupp (Consultant) | Elevator Corporation —Docustigned by: |
|----------------|------------------|---------------------------|---------------------------------------|
| Signature:     | un RJ.           | Signature:                | Rachel Jones                          |
| Print Name:    | Uniel Polido Jr. | Print Name:               | Rachel Jones                          |
| Print Title: . | Stockuper        | Print Title:              | Branch Manager                        |
| Date:          | 11/25/2020       | Date:                     | 11/20/2020                            |
|                | • •              |                           |                                       |

APPROVED AS TO FORM:

i//2/20

SCHUYLER A. CAMPBELL Date
Deputy City Attorney



#### MERCED CENTER PARKING

Purchaser: City Of Merced Location: MERCED CENTER PARKING

Address: 678 W 18th Street Address: 1801 W M St

Merced, CA 95340-4708 Merced, CA 95340

Purchaser authorizes thyssenkrupp Elevator Corporation (referred to as "thyssenkrupp Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of Thereaf Elevated Six Bundled Deltars (\$18,000,00) inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

### Summary:



For further information, please see a detailed Scope of Work on the pages that follow. Recommended by Service Technician: PEREZ, RAUL M JR

In the event you have any questions regarding the content of this Work Order please contact me at +1.

We appreciate your consideration.

Regards,

Blanca Ruiz thyssenkrupp Elevator Corporation 940 Riverside Pkwy Ste 20 W. Sacramento CA 95605 blanca.ruiz@thyssenkrupp.com |+1

#### Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.



Some a Strain

Thyssenkrupp Elevator will provide labor and material to upgrade one (1) door inverter.

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from thyssenkrupp Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

of the price set forth in this Work Order shall be made as a progress payment for labor performed once the project is 75% complete.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time thyssenkrupp Elevator commences the work described in the Work Order, thyssenkrupp Elevator's receipt of this final payment is a condition precedent to thyssenkrupp Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that thyssenkrupp Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as thyssenkrupp Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by thyssenkrupp Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

| Work order price:         |       | \$13,600 |
|---------------------------|-------|----------|
| Initial progress payment: | (50%) | \$6,800  |
| Material furnished:       | 0     | \$6,800  |



#### Although which is a sec-

thyssenkrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent thyssenkrupp Elevator has performed the work described above.

No work, service, examination or liability on the part of thyssenkrupp Elevator is intended, implied or included other than the work specifically described above. It is agreed that thyssenkrupp Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, thyssenkrupp Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work, thyssenkrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, thyssenkrupp Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to thyssenkrupp Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at thyssenkrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

in consideration of thyssenkrupp Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit thyssenkrupp Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against thyssenkrupp Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of thyssenkrupp Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend thyssenkrupp Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name thyssenkrupp Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure thyssenkrupp Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the negligence or legal responsibility of thyssenkrupp Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

thyssenkrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. thyssenkrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to thyssenkrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate thyssenkrupp Elevator therefor, unless such loss or damage results solely from thyssenkrupp Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of thyssenkrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of thyssenkrupp Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases thyssenkrupp Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by thyssenkrup Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of thyssenkrupp Elevator under this Work Order shall be cumulative and the failure on the part of the thyssenkrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkrupp Elevator 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 Work Order.

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

This Work Order shall be considered as having been drafted jointly by Purchaser and thyssenkrupp Elevator and shall not be construed or interpreted against either Purchaser or thyssenkrupp Elevator by reason of either Purchaser or thyssenkrupp Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between thyssenkrupp Elevator and Purchaser with respect to the work described herein



#### **Acceptance**

This Work Order is submitted for acceptance within 30 days from the date executed by thyssenkrupp Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of thyssenkrupp Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized thyssenkrupp Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

| Ву:  | Ву:  |
|--|--|
| (Signature of Authorized Individual) John Spangler | (Signature of Branch Representative)           |
|  | Rachel Jones                                   |
| (Print or Type Name)                               |  |
|  | Branch Manager                                 |
| (Print or Type Title)                              |  |
| (Date of Acceptance)                               | (Date of Execution)                            |
|  |  |
|  |  |
|  |  |
| Please contact                                     | to schedule work at the following phone number |



Attn:

John Spangler City Of Merced 678 W 18th Street Merced CA, 95340-4708

October 27, 2020

Immediate

ACIA-1QD4YIA

**Total Contract Price:** 

and the state of t

\$13,600.00

Down Payment:

(50%)

\$6,800.00

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1. To make a payment by phone, please call 770-261-0019 with the reference information provided below.

Current and former service customers can now pay online at: https://secure.billtrust.com/thyssenkruppelevator/ig/cne-time-payment

Thank you for choosing thyssenkrupp Elevator. We appreciate your business.

Customer Name: Location Name:

City Of Merced

MERCED CENTER PARKING

**Customer Number:** 

141423

Quote Number:

2020-2-907026

Reference ID:

ACIA-1QD4YIA

Remittance Amount: \$6,800

Remit To:

thyssenkrupp Elevator

Corporation PO Box 3796

Carol Stream, IL 60132-3796

#### TERMS AND CONDITIONS FOR SERVICES AND PUBLIC WORKS CONTRACTS

THESE TERMS AND CONDITIONS, ("Terms and Conditions") are made and entered into on the date shown on the attached Statement of Services, by and between the City of Merced, a California Charter Municipal Corporation, ("City") and the Vendor, Consultant, or Person, ("Consultant") shown on the Statement of Services. These Terms and Conditions, Statement of Services, and Purchase Order shall herein be collectively referred to as the "Agreement." Any words that Consultant adds to the Agreement or any form that Consultant uses in the course of business will not change or supersede these Terms and Conditions. The City must agree, in writing, to any change in terms and conditions. The City's acceptance of any work or services is not an acceptance of Consultant's conflicting terms and conditions should such exist.

1. <u>CONSULTANT QUALIFICATIONS AND STANDARD OF</u>
<u>WORK.</u> Consultant warrants that it is fully qualified to perform the work, and holds all applicable licenses, permits, and other necessary qualifications.

Consultant shall perform and complete in a good and workmanlike manner all the work described in this Agreement to the plans and specifications provided to the Consultant by City, and shall do everything required by these Terms and Conditions and other contract documents attached hereto.

Consultant shall possess a valid C-II Special California Consultant's license at the time of bid submission for the duration of the Agreement. (Applies only if marked on the Statement of Services Form).

- 2. <u>CITY BUSINESS LICENSE (Applies only if marked on the Statement of Services Form)</u>. Consultant agrees that if its business is based within the City limits or it enters into the City to conduct business then a current City of Merced business license is required. Failure to comply with this requirement could result in criminal penalties.
- 3. <u>CONSULTANT'S SERVICES</u>. Consultant shall, at its own cost and expense and as authorized and directed by the City, provide the personnel, supervision, equipment, supplies, services, administration, transportation, and other needs to complete the work described in the Statement of Services and the City's Purchase Order, which is hereby incorporated and made a part of these Terms and Conditions, within the agreed upon time schedule and budget. The Consultant is

responsible for obtaining and administering the employment of personnel having the training, experience, licenses, and other qualifications necessary for the work assigned. All project-related costs shall be assumed and paid by the Consultant. These Terms and Conditions and Purchase Order provide the exclusive means of payment and reimbursement of costs to the Consultant by the City.

Such work shall include the following:

- a. The Consultant shall perform the services as described in the Statement of Services and Purchase Order in full compliance with these Terms and Conditions and adopted City policies and guidelines as provided to the Consultant, and in compliance with all other applicable laws and regulations.
- b. The Consultant shall perform all services and prepare all documents in professional form, exercising the special experience, skill, and education required for such service.
- c. The Consultant shall provide finished documents of presentation quality that evidence the highest standards of investigation, professional review, public participation, and presentation.
- 4. <u>SCHEDULE OF PERFORMANCE AND BUDGET</u>. The Consultant shall satisfactorily perform the services described in the Statement of Services and Purchase Order within the Time Schedule stated or agreed to between the Consultant and the City. The Consultant shall review the remaining work and remaining budget at least monthly (or at such other interval as directed by City staff) and shall confirm that completion may be expected within the budget approved or, in the alternative, give immediate notice when it shall first appear that the approved budget will not be sufficient, together with an explanation for any projected insufficiency.

The Consultant shall immediately inform the City of any problems, obstructions, or deviations of which the Consultant becomes aware affecting Consultant's ability to complete the project in a timely, efficient, and competent manner.

5. <u>RISK OF LOSS PRIOR TO FINAL ACCEPTANCE</u>. Risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Consultant regardless of the cause. Consultant shall repair or replace such damages or destroyed work to its prior undamaged condition before being

entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Consultant from completion of work.

### 6. <u>BONDS</u> – (Applies only if marked on the Statement of Services Form).

- a. Consultant shall, within fifteen (15) days of contract award and before performance of the work, file a Performance Bond, with and approved by the City, in the amount of 100 percent (100%) of the contract price. The Performance Bond shall remain in effect until recordation of the Notice of Completion, or if a Notice of Completion is not recorded by the City, for sixty (60) days after completion of the work.
- b. All Bonds shall be furnished by the Consultant at its own cost and expense. All bonds shall be executed by such sureties as are admitted to transact surety insurance in the State of California. Should an objection as to the sufficiency of an admitted surety on a bond be made, California Code of Civil Procedure Section 995.660 shall apply.
- 7. <u>INDEPENDENT CONSULTANT</u>. It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

8. <u>COMPENSATION</u>. Payment by the City to the Consultant for actual services rendered shall be made upon presentation of an invoice detailing services performed.

- 9. <u>TERMINATION FOR CONVENIENCE OF CITY</u>. The City may terminate the Agreement any time by mailing via certified U.S. Mail a notice in writing to Consultant that the Agreement is terminated. Alternatively, City may send said notice by facsimile with confirming notice provided via U.S. Mail. Said Agreement shall be deemed terminated as of Consultant's receipt of said notice, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.
- 10. <u>ASSIGNABILITY OF AGREEMENT</u>. The Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under the Agreement will be permitted only with the express written consent of the City.
- 11. <u>RECORDS</u>. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by the Agreement shall be the property of the City, and Consultant shall deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including, but not limited to, those set forth hereinabove, prepared pursuant to the Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 12. <u>INDEMNITY</u>. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set

forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 13. <u>INSURANCE (Applies only if marked on the Statement of Services Form)</u>. During the term of the Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:
  - a. General Liability.
    - (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
    - (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
    - (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
    - (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
    - (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual

renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

#### b. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- c. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.
- d. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:
  - (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
  - (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).
- e. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in the Agreement, certificates of insurance evidencing coverage as set forth above and which shall

provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

14. WORKERS COMPENSATION INSURANCE – (Applies Only If Marked On The Statement Of Services Form). Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

### 15. <u>PREVAILING WAGES – (Applies only if marked on the Statement of Services Form).</u>

- a. A determination of the general prevailing rates per diem wages and holiday and overtime work where the work is performed is available for review upon request at the City of Merced, located at 678 West 18<sup>th</sup> Street, Merced, California 95340. Consultant and subcontractors will not pay less then the prevailing rates of wages. Consultant will post one copy of the prevailing rates of wages at the job site.
- b. Consultant shall forfeit as penalty to City the sum of Fifty Dollars (\$50.00) for each calendar day or portion thereof, and for each worker paid less then the prevailing rates under the Agreement.
- 16. TRAVEL AND SUBSISTENCE PAYMENTS (Applies only if Prevailing Wages is marked on the Statement of Services Form). Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work.

#### 17. HOURS OF WORK.

a. Eight (8) hours of labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times (1 ½) the basic rate of pay for work in excess of eight (8) hours during a calendar day or forty (40) hours during a calendar week for the foregoing hours.

- b. Consultant shall keep and make available an accurate record showing the name of each worker, and hours worked each day and each week by each worker.
- c. As a penalty to the City, Consultant shall forfeit Twenty Five Dollars (\$25.00) for each worker, including subcontractor's workers, for each calendar day during which the worker is required or permitted to work more than eight (8) hours in one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of Labor Code Sections 1810 through 1815.
- 18. <u>NOTICES</u>. Notice may be given by personal delivery or by placing the notice in a properly addressed envelope and depositing that envelope in the United States mail with first-class postage paid.
- 19. <u>PROHIBITION AGAINST DISCRIMINATION</u>. In the performance of the Agreement the Consultant will not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person with respect to the compensation, terms, conditions or privileges of employment, because of such person's race, color, creed, national origin, ancestry, sex or age.

#### 20. PERMITS AND LICENSES.

- a. Consultant shall apply for and procure permits and licenses necessary for the work.
- b. Consultant shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.
- c. Consultant shall pay charges and fees in connection with permits and licenses.
- 21. <u>VENUE</u>. The Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to the Agreement shall be held exclusively in a state court in the County of Merced.
- 22. <u>WAIVER</u>. In the event that either City or Consultant shall at any time or times waive any breach of the Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of the Agreement, whether of

the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

23. <u>CONFORMANCE TO APPLICABLE LAWS</u>. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under the Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by the Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.



Bill To SR CITY OF MERCED **ACCOUNTS PAYABLE** 

678 W 18TH ST MERCED CA 95340

Vendor 1076 TK ELEVATOR CORPORATION 3100 INTERSTATE N CIRCLE SE ATLANTA, GA 30339

Ship To

**Public Works Administration** 1776 W Grogan Ave. Merced, CA 95341

**PURCHASE ORDER** 

03/08/2023

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS.

2023

Fiscal Year

Required By

00000027 Purchase Order Number 03/01/2023 Purchase Order Date **FACILITIES MAINTENANCE** Department

No deliveries on holidays, weekends or after business

hours.

| VENDOR     | PHONE NUMBER            | VENDOR EMAIL  | VENDOR NUMBER | REQUISITION NU | MBER     | BUYER NAME    | DE         | LIVERY REFERENCE |
|------------|-------------------------|---------------|---------------|----------------|----------|---------------|------------|------------------|
|            |                         |               | 1076          | 6              |          | Julio Marquez |            |                  |
| NOTES      |                         |               |               |                |          |               |            |                  |
| Elevator s | ervice call outside cor | ntracted time |               |                |          | A             |            |                  |
| ITEM#      | DESCRIPTION             |               |               |                | QUANTITY | иом           | UNIT PRICE | EXTENDED PRICE   |
| 1          | Parcade elevator ma     | aintenance    |               |                | 1.0000   | EA            | \$390.0000 | \$390.00         |
|            |                         |               |               |                |          |               |            |                  |

Julio Marquez CPPB, Purchasing Supervisor

Total Ext. Price \$390.00

**Purchase Order Total** \$390.00

### CITY OF MERCED TERMS AND CONDITIONS OF PURCHASE

- 1. Contract: Unless a separate written agreement covering this purchase has been signed by both parties, this purchase order constitutes purchaser's offer to seller and it shall become a binding contract upon the terms and conditions set forth herein upon acceptance by seller either by acknowledgment or commencement of performance. Any terms or conditions (including price and delivery dates) proposed by seller which are inconsistent with or in addition to these terms shall be void and of no effect unless and to the extent expressly accepted by purchaser in writing.
- **2. Laws**: The Laws of California shall govern this order, and the venue of any action brought hereunder must be laid in or transferred to the County of Merced, State of California.
- **3. Delivery:** Deliver all items to the "Ship To" address listed on the face of the purchase order. Attach an itemized delivery ticket, bearing the purchase order number, to the shipment to ensure timely payment. Report delays in shipment immediately to purchaser. Goods and materials must be properly packaged. Inspection of goods and materials will be made at the delivery point, unless otherwise specified. Damaged goods and materials will not be accepted, and it will be the seller's responsibility to pick up the goods and materials, make the necessary corrections and redeliver for acceptance.
- **4. Shipping Charges:** Unless otherwise agreed to, all shipments must be F.O.B. destination. Delivery costs not set forth in the purchase order will not be paid. **5. Payment:** Payment will be issued to seller approximately thirty days after receipt of the merchandise or service and the correct original invoice. Purchaser is a municipality, and invoices are processed for payment once each week. Seller understands and agrees that the net payment period and cash discount period will extend to the date the invoices are paid.
- **6. Warranty:** Seller warrants that all articles will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material and free from defect. Unless manufactured pursuant to detailed design furnished by purchaser, seller assumes design responsibility and warrants the articles to be free from design defect and suitable for the purpose intended by the purchaser. Seller's warranties together with its service guarantees shall run to purchaser and its users of the articles and shall not be deemed to be exclusive. Purchaser's inspection, approval, acceptance, use of or payment for all or any part of the articles shall in no way affect its warranty rights whether or not a breach of warranty has become or should have become evident at the time. No waiver of a breach or of any provision of this order shall constitute a waiver of any other breach or provision.
- **7. City Liability:** If an article sold or delivered to purchaser is protected by a patent or copyright, seller agrees to indemnify, defend, save, and hold harmless purchaser from and against any and all suits, claims, judgments, and costs instituted or recovered against it on account of the use or sale of such article by the purchaser in violation of rights under such patent or copyright.
- **8. Cancellations:** Purchaser reserves the right to cancel any order where goods are not received within ninety days of the purchase order date, unless a longer or shorter delivery period is specified in the request for bids or on the face of the purchase order.
- **9. Insurance:** When applicable, seller must provide satisfactory proof of general liability coverage at least as broad as ISO Form CG 0001 and automobile insurance both in the amount of not less than \$1,000,000 per occurrence/accident. The City of Merced must be named as an additional insured and receive a 30-day notice of cancellation. Additionally, seller shall maintain workers' compensation coverage as required by state law and the policy shall be endorsed to waive the insurer's subrogation rights against purchaser. Applicability of insurance requirement is the sole determination of the City.
- **10. Indemnity:** Seller agrees to indemnify, defend, save, and hold harmless the City, its officers, agents and employees, from and against any and all claims, demands, actions, damages, or judgments, including associated costs of investigation and defense arising in any manner from seller's intentional or negligent acts, errors or omissions in the performance of this purchase order.
- **11.** Licensing Requirements: Seller warrants that it has complied with any and all state and local licensing requirements and agrees to provide proof of a current City of Merced Business Tax Certificate if seller's company is located in or provides services in the City of Merced.
- 12. Nondiscrimination: Seller shall ensure equal employment opportunity for all persons, regardless of race, color, religion, sex, creed, national origin, ancestry, age, medical condition, physical or mental disability, Vietnam-era veteran or special disabled veteran status, marital status or citizenship, within the limits imposed by law. These principles are to be applied by seller in all employment practices including recruiting, hiring, transfers, promotions, training, compensation, benefits, layoffs, and terminations. Seller agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans With Disabilities Act of 1990, and any other applicable federal and state laws and regulations pertaining to nondiscrimination.
- **13. Laws**: The Laws of California shall govern this order, and the venue of any action brought hereunder must be laid in or transferred to the County of Merced, State of California.



Bill To CITY OF MERCED **ACCOUNTS PAYABLE** 678 W 18TH ST

MERCED CA 95340

ATLANTA, GA 30339

Ship To **Facilities Maintenance** 1776 W Grogan Ave. Merced, CA 95341

Vendor 1076 TK ELEVATOR CORPORATION 3100 INTERSTATE N CIRCLE SE STE 500

Purchase Order Date Department **FACILITIES MAINTENANCE** Required By

2024

Fiscal Year

Purchase Order Number

No deliveries on holidays, weekends or after business

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS.

**PURCHASE ORDER** 

00000179

07/18/2023

07/14/2023

| VENDOR PHONE NUMBER | VENDOR EMAIL | VENDOR NUMBER | REQUISITION NUMBER | BUYER NAME | DELIVERY REFERENCE |
|---------------------|--------------|---------------|--------------------|------------|--------------------|
|                     |              | 1076          | 99                 | Jim Kayser |                    |
| NOTES               |              |               |                    |            |                    |

Blanket Purchase order for non-contracted service

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

SR

| ITEM# | DESCRIPTION  | QUANTITY | DOW | UNIT PRICE   | EXTENDED PRICE |
|-------|--|----------|-----|--------------|----------------|
| 1     | Elevator repair services outside scope of contract | 1.0000   | EA  | \$3,000.0000 | \$3,000.00     |

Julio Marquez CPPB, Purchasing Supervisor

Total Ext. Price \$3,000.00

**Purchase Order Total** \$3,000.00

### CITY OF MERCED TERMS AND CONDITIONS OF PURCHASE

1. Agreement: This purchase order, consisting of these standard terms and conditions, and any attachments hereto, evidence acceptance by the City of Merced ("City") of the offer from the provider of goods and or services ("Supplier") which are the subject of this purchase order and constitutes a binding agreement upon the terms and conditions set forth herein without further action or agreement of Supplier. Any terms or conditions (including price and delivery dates) proposed by seller which are inconsistent with or in addition to these terms shall be void and of no effect unless and to the extent expressly accepted by purchaser in writing. 2. Performance, Delivery and Acceptance: Supplier shall supply the goods and or perform the services, with the schedule and term, as specified herein. Time is of the essence. All goods shall be delivered "free on board (F.O.B.) destination" to the location specified herein, full freight pre-paid except for special or expedited orders, which shall be agreed upon prior to shipment. Deliveries of goods shall be made without extra charge for boxing, crating, carting or storage unless otherwise specified, and goods shall be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, and to prevent potential damage from weather or transportation. City's purchase order numbers must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each shipment. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by City shall be shipped in separate boxes or containers for each destination at no extra charge. Title to and risk of loss on all goods City upon City's acceptance 3. Compensation schedule: City shall make payment within thirty (30) calendar days upon acceptance of satisfactory completion of performance and or delivery of goods and receipt of related invoice(s). Supplier is responsible for all costs and expenses incident to the performance of this purchase order, including without limitation, costs, taxes, and all other costs of doing business. City processes invoices for payment once each week. Supplier understands and agrees that the net payment period and cash discount period will extend to the date the invoices are paid.

4. Taxes: Supplier shall separately state on all invoices any sales, use or similar taxes imposed by federal or state government applicable to furnishing of the goods. Where a tax exemption is available, such tax shall be subtracted from the total compensation and identified. 5. Warranty: Supplier represents and maintains that it has the expertise in the professional calling necessary to perform the services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Supplier's representations regarding its skills and knowledge. Supplier shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California, Supplier warrants that all goods and services shall be delivered or performed free of all liens, claims, security interest or encumbrances, will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material, and free from defect. Unless manufactured pursuant to detailed design furnished by City, Supplier assumes design responsibility, and warrants that all goods shall be delivered or performed free of design defect and suitable for the purposes intended by City, and that neither purchase, use or resale, nor delivery or performance thereof shall violate any patent, copyright or similar rights. Supplier's warranties shall run to City and shall not be deemed to be exclusive. Supplier agrees to promptly replace or correct any incomplete, inaccurate or defective goods or services at no further cost to City when defects are due to the negligence, errors or omissions of Supplier. 6. Changes: City reserves the right by written notice to change the extent of the work covered by this purchase order, the time or place of delivery, the method of shipment or packaging, or to suspend work. Notice of change must be signed by the Director of Finance ("Director") or his/her designee. Upon receipt of notice, Supplier shall promptly make the changes in accordance with the terms of the notice. If the change will cause an increase or decrease in the cost of or time for performance, Supplier must deliver to City a statement showing the effect of any such changes within ten (10) calendar days of receipt of the City's notice of change. An equitable adjustment shall be negotiated promptly and the purchase order modified in writing accordingly. Failure to submit the statement timely shall constitute Supplier's consent to perform the change without increase in compensation or time for performance. Changes may only be made in writing. 7. City Liability: If an article sold or delivered to purchaser is protected by a patent or copyright, seller agrees to indemnify, defend, save, and hold harmless purchaser from and against any and all suits, claims, judgments, and costs instituted or recovered against it on account of the use or sale of such article by the purchaser in violation of rights under such patent or copyright. 8. Termination for Default or Convenience: City may, by written notice, terminate this purchase order in whole or in part for default: (i) if Supplier fails to timely deliver the goods, or perform the services, or if no time is specified, within a reasonable time; (ii) if the goods delivered or services performed are incorrect or unsatisfactory; (iii) if Supplier fails to perform any of the other provisions of this purchase order, or so fails to make progress as to endanger performance of this purchase order; or ( iv ) if the Supplier becomes insolvent. If this purchase order is terminated for default, City, in addition to all the rights afforded by law, shall have the right to charge Supplier the amount by which the costs of fabricating or procuring the goods or services cancelled from another source exceed the compensation specified herein, and City may offset any such charge against any amounts which had or may become payable to Supplier under this purchase order. City may, after thirty (30) days written notice to Supplier, terminate this purchase order without...

at least as broad as ISO Form CG 0001 and automobile insurance both in the amount of not less than \$1,000,000 per occurrence/accident. The City of Merced must be named as an additional insured and receive a 30-day notice of cancellation. Additionally, seller shall maintain workers' compensation coverage as required by state law and the policy shall be endorsed to waive the insurer's subrogation rights against purchaser. Applicability of insurance requirement is the sole 10. Indemnity: To the fullest extent permitted by law, Supplier agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, against any claim, loss or liability (collectively "claims"), including without limitation claims for injuries or death to persons or damage to or destruction of property, including economic loss, caused by or resulting from the acts or omissions of Supplier, its officers, agents, employees or subcontractors, in the performance of this purchase order, or the breach by Supplier of any of its obligations under this purchase order. Supplier's obligation to protect, defend, indemnify, and hold harmless, shall specifically extend to any and all employment related claims of any type brought by employees, contractors, subcontractors or other agents of Supplier. Supplier warrants that it is meeting its obligations under the Affordable Care Act ("ACT") and/or any other similar federal or state law, and willfully indemnifies and holds harmless City for any penalties, fines, adverse rulings, or tax payments Supplier's responsibilities under 11. Licensing: Seller warrants that it has complied with any and all state and local licensing requirements and agrees to provide proof of a current City of Merced Business License Tax Certificate if Supplier's company is located in or provides services in the City of Merced. 12. Nondiscrimination: Supplier and all of Supplier's subcontractors shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law. 13. Assignability: Supplier shall not assign any of the work to be performed under this purchase order nor shall Supplier subcontract for complete or substantially completed goods or major thereof without the Director's prior consent. 14. Waiver: Supplier agrees that City's waiver of any breach or violation of any provision of this of any performance, or tender of any payment, shall not be purchase order, or acceptance deemed a waiver of any other provision or any subsequent breach of the same or any other provision. City's inspection and warranty rights are not waived by payment or any other action by

9. Insurance: When applicable, seller must provide satisfactory proof of general liability coverage

or contracted by Supplier shall act as, and be, an independent contractor and not an employee, agent, joint venture, or partner of City. Supplier has full rights to manage its employees and contractors under this Agreement. Supplier shall retain the right to provide goods or perform for others during the term of this purchase 16. Confidential Information: All data, documents, discussions or other information developed or received by or for Supplier in performance of this purchase order are confidential and not to be as authorized by City, or as required 17. Supplier's Records: Supplier shall maintain all records evidencing or relating to performance and amounts charged to or paid by City for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Supplier pursuant to this purchase order. Any such records shall be made available for inspection or audit, at any time during regular business hours, upon written request by City. Copies of such documents shall be provided to City for inspection at City Hall if requested and if practical to do so, otherwise records will be inspected Supplier's business 18. Conflict of Interest: Supplier certifies that no City officer, employee or authorized representative has any financial interest in the business of Supplier and that no person associated with Supplier has any interest, direct or indirect, which could conflict with the faithful performance of this purchase order. Supplier is familiar with the provisions of California Government Code section 87100, et seq., and certifies that it does not know of any facts which would violate these laws. Supplier will promptly advise City if a conflict arises.

15. Independent Contractor: It is understood and agreed that Supplier and all person(s) employed

19. Severability: In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.
20. Governing Laws and Venue: Supplier shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. The Laws of California shall govern this purchase order.

laws, ordinances, codes and regulations. The Laws of California shall govern this purchase order, and the venue of any action brought hereunder must be laid in or transferred to the County of Merced. State of California.



Bill To FM Facilities Maintenance

1776 W Grogan Ave. Merced, CA 95341 209-385-6800

ATLANTA, GA 30339

publicwks@cityofmerced.org

TK ELEVATOR CORPORATION
3100 INTERSTATE N CIRCLE SE
STE 500

Ship To Facilities Maintenance 1776 W Grogan Ave. Merced, CA 95341 Fiscal Year 2025

Page 1 of 1

**PURCHASE ORDER** 

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS.

Purchase Order Number 25001397

Purchase Order Date 11/27/2024

Department FACILITIES MAINTENANCE

Required By 11/27/2024

No deliveries on holidays, weekends or after business hours.

| VENDOR PHONE NUMBER VENDOR EMAIL | VENDOR NUMBER | REQUISITION NUMBER | BUYER NAME  | DELIVERY REFERENCE |
|----------------------------------|---------------|--------------------|-------------|--------------------|
| EFT-REMITTANCE@TKEL<br>COM       | EVATOR. 1076  | 5284               | Joel Garcia |                    |

#### **NOTES**

Replacement of vandalized elevator circuit board

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

| ITEM# | DESCRIPTION                                    | QUANTITY | UOW | UNIT PRICE   | EXTENDED PRICE |
|-------|--|----------|-----|--------------|----------------|
| 1     | US285853 (Board Only)<br>Quote #2024-2-1810961 | 1.0000   | EA  | \$5,864.6800 | \$5,864.68     |
|       | Reference ID #ACIA-29TOV4D                     |          |     |              |                |

Julio Marquez CPPB, Purchasing Supervisor

 Total Ext. Price
 \$5,864.68

 Total Sales Tax
 \$483.84

 Purchase Order Total
 \$6,348.52

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at Supplier's business location.

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