

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND OTIS ELEVATOR COMPANY.

This Agreement is entered into this 23rd day of March, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Otis Elevator Company, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of professional financial consulting services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rate

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed One million two-hundred and six thousand eight-hundred dollars (\$1,206,800.00). (\$1,006,800 for the monthly maintenance work plus \$200,000 for any County-approved, unforeseen repairs outside of the maintenance scope of work, based on the hourly rates listed in this agreement). Contractor must obtain written consent before making any unforeseen repairs, which would then be billed out separately from the monthly invoices. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the

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amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 01, 2021, through March 31, 2024.

5. Termination

This Agreement may be terminated by Contractor or by the County at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

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8. **Hold Harmless**

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-

party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

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Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

(b) Motor Vehicle Liability Insurance... \$1,000,000

(c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal

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Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;

- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

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(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title:	Kevin Sporer/Deputy Director, Facilities Services
Address:	555 County Center, 5 th Floor, Redwood City, CA 94063

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Telephone: 650-363-4100
Facsimile: 650-362-8220
Email: ksporer@smcgov.org

In the case of Contractor, to:

Name/Title: Matthew Thomas
Address: 470 Lakeside Drive, Ste. D, Sunnyvale, CA 94085
Telephone: (408) 328-4247
Facsimile: (860) 353-4022
Email: Matthew.Thomas@otis.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor:

Matthew Thomas

General Manager


Contractor Signature

03/12/2021
Date

Contractor Name (please
print)

For County:

By:

President, Board of Supervisors, San Mateo County

ATTEST:

By:

Clerk of Said Board

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EXHIBIT A

SCOPE OF WORK

1. GENERAL.

1.1 Agreement Bond.

- A.** One Performance Bond, as itemized in Section 1.B below, shall be furnished by the successful bidder at the time of entering into the Agreement and filed with the Director of Public Works, 555 County Center, 5th Floor, Redwood City, California; it shall be in the form of a surety bond issued by corporations duly and legally licensed to transact surety related business in the State of California, satisfactory to San Mateo County. Premiums for said Performance bond shall be paid by the Contractor and maintained at the Contractor's expense during the period prescribed herein for the completion of the work to be done under the Agreement, including extension of the Agreement.
- B.** The Performance Bond shall be in the amount of 100 percent (100%) of the value for each year of the agreement term. The bonds shall be in accordance with the laws of the State of California to secure payment of any and all claims for labor and material used or consumed in performance of this Agreement.

Example:

A three (3) year Agreement, costing \$100,000/year, would require a payment bond in the amount of 100 percent (100%) or \$100,000 for the first year and for each additional year of the Agreement.

C. All Contractors at the time they submit their respective bids pursuant to Section 1.1.D. of these Specifications shall furnish a bid bond in the form included in these Agreement Documents. The bid bond shall be in the amount equal to ten (10) percent of the Contractor's total bid, and shall be issued by a corporation duly and legally licensed to transact surety-related business in the State of California, satisfactory to San Mateo County.

D. Agreement shall be awarded to the lowest and/or most responsible bidder as interpreted by the Owner and specified herein and shall be entered into by the successful bidder within ten (10) days after being notified by the Owner. Identity of lowest bidder will be determined by adding to or subtracting from the base bid the cost of any alternatives as Owner decides to include in the work and

Agreement.

2. QUALIFICATIONS

2.1 Qualifications:

Contractor represents that it has the knowledge, experience and financial ability to perform the Vertical Transportation Services and the Extra Services and comply with Contractor's obligations under this Agreement, it has one or more local service offices in such locations as to give it the ability to answer a service call within the response times specified in the Scope of Services or elsewhere in this Agreement; it has the financial and technical resources, personnel, parts and tools necessary to maintain the Vertical Transportation Equipment to its original design capabilities based on the condition of the Vertical Transportation Equipment and all technical information available on the Commencement Date, it has obtained (or shall obtain) at its expense, all permits and licenses required to perform the Vertical Transportation Services and the Extra Services, including but not limited to a State of California elevator license and any necessary business licenses required by the

cities or counties where the buildings are located, and will maintain such permits and licenses current and valid during the Term, and all of Contractor's employees, agents, representatives, subcontractors, invitees and any other parties who perform any portion of the Services under the control of Contractor or its subcontractors or for whose acts any of the foregoing may be liable (collectively, "**Contractor's Representatives**") performing any portion of the Vertical Transportation Services and the Extra Services for which a license is required shall hold current licenses at all times during which such persons are performing Vertical Transportation Services and the Extra Services.

The Contractor must be in the elevator service business a minimum five (5) consecutive years, and familiar with the specified requirements and methods needed for proper performance of this contract.

3. GENERAL CONDITIONS.

3.1 General Conditions and Standard Documents. This work is subject to the Standard General Conditions of the County of San Mateo setting forth requirements for Public Work, on file with the Department of Public Works. The Standard General Conditions cover Contractor's responsibility and performance of Agreement work related to definitions, instructions, materials, supervision, insurance, taxes, labor laws, etc., and the Contractor shall be held responsible for and governed by requirements therein.

3.2 Notification. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended or if delivered at or sent by mail to the last business address known to him who gives the notice.

3.3 Protection of County.

A. Neither County, nor its duly authorized representatives, shall be in any way or manner answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said work, or any part thereof, or in or about the same during its performance, and the Contractor shall assume all liabilities of every kind or nature arising from said work either by accident, negligence, theft, vandalism, or any cause whatsoever and Contractor shall hold the County and its duly authorized representatives harmless from all liability of every kind and

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nature arising from accident, negligence or any cause whatsoever.

B. Hold Harmless Clause. The Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including Contractor, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to, the concurrent active or passive negligence of the County, officers, agents, or employees and servants, resulting from the performance of any work required by this Agreement of Contractor, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty of the Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

C. Accident Prevention. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The inclusion and continuing reinforcement of safe work practices by the supervisor in charge is deemed an integral part of accident prevention precautionary measures. The safety provisions of applicable laws, CAL OSHA Safety Orders, and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the best safety provisions of the industry, to the extent that such provisions are not in contravention of applicable law.

3.4 Insurance.

A. Insurance. The Contractor shall not commence work under this Agreement until all insurance required under this paragraph has been obtained and such insurance has been approved by the Director of Public Works. The Contractor shall furnish the Director of Public Works with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department of Public Works of any pending change in the limits of liability or of any cancellation or modification of the policy. All insurance must

remain in current status throughout the life of this Agreement and the Contractor shall furnish The Director of Public Works with verification of renewal by the 15th calendar day following the renewal date given on the active verification.

- 1) Workers' Compensation and Employer's Liability Insurance:** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

2) Liability Coverage:

- a.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from the Contractor's operations under this Agreement, whether such operations be by the Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. After three (3) years from the date this Agreement is first executed the County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor. County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
- b.** In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be

diminished or canceled, the Director of Public Works, at his option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

3.5 Laws and Taxes.

- A. Laws to be Observed.** The Contractor shall keep fully informed of all existing and future State and National laws and all municipal ordinances and regulations of the City and County in which the work is being done which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, including but not limited to The State of California Elevator Safety Orders, and the ASME Safety Code for Elevators and Escalators
- B. Assignments.** The Contractor shall not assign the whole or any part of this Agreement or any monies due or to become due hereunder without the prior written consent of the County and of all sureties executing any bonds on behalf of the Contractor, in connection with this Agreement. In case the Contractor assigns all or any part of the monies due or to become due under this Agreement, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor, or otherwise, shall be subject to all the terms and conditions of this Agreement and of all instruments that are now or may hereafter be amendatory thereof or supplemental thereto, the rights and remedies of the County there under or arising by operation of law and to the liens of all persons, firms, and corporations for services rendered or materials supplied in connection with the performance this Agreement.
- C. Royalty and License Fees** incidental to the use of any patented material, device or process shall be paid by the Contractor, and in event of a claim of alleged infringement of patent rights the Contractor shall save the County free and harmless from loss on account thereof and also defend, at his own expense, any and all suits that may be brought in such connection.
- D. Taxes and Permits.** The Contractor shall pay for and include all Federal, State, and Local taxes direct or indirect upon all materials, and take out and pay for all permits, fees, and charges.

3.6 Labor.

- A.** The Contractor is requested to employ craft workers and other workers from the local labor market whenever possible to do so. "Local Labor Market" within the meaning of this section is defined as the labor market within the geographical confines of the County of San Mateo, State of California.

B. Non-Discrimination and Other Requirements

1) General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

2) Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

3) Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

4) Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

5) Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

6) History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

7) Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California

Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- v. termination of this Agreement;
- vi. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- vii. liquidated damages of \$2,500 per violation; and/or
- viii. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

8) Prevailing Wage:

- a.** When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

b. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code

section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

c. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

d. This agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

e. Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

9) Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

10) Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer

than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

11) Retention of Records; Right to Monitor and Audit

(i) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(ii) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(iii) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

3.7 Cancellation and Savings Clauses.

- A.** In the event of significant changes during the term of this Agreement in the scope of the work covered by this Agreement, such as the need to discontinue service because of the closing or partial closing of a facility, the Agreement shall be canceled or modified as it pertains to the particular facility or facilities.
- B.** County may, at its option, cancel this Agreement at any time effective thirty (30) days following the mailing of written notice to the Contractor at the Contractor's usual place of business.
- C.** If at any time the County determines that service being rendered does not comply with the terms of this Agreement, County may terminate this Agreement effective three (3) days following the mailing of written notice to the Contractor at the Contractor's usual place of business.
- D.** If, during the effective period of this Agreement, the County contracts for the modernization of any of the Equipment shown on Exhibit "A" with any vendor, Maintenance services for all elevators in the affected building may be terminated by giving the Contractor thirty (30) days written notice. Contractor shall agree to negotiate an acceptable reduction of cost for service for the balance of this Agreement. Unit pricing shown on Exhibit "A" shall be used as a guide in determining reasonable changes in monthly cost.

3.8 Terms and Conditions.

- A.** Term of Agreement. The Agreement shall commence on April 1, 2021 and continue for a period of three (3) years, with an option to the County to extend the Agreement for an additional one (1) year. Should the Agreement expire, services shall continue on a month-to-month basis until a new Agreement for like services has been executed or either party terminates upon thirty (30) days written notice.
- B.** Hours of Work. All normal work under this Agreement is to be performed during the regular working hours of the regular working days of the elevator trade. Whenever possible, routine maintenance work shall be scheduled to avoid times of peak demand on equipment.

- C. Payment of Work Performed.** The County will pay the Contractor for work performed under this Agreement at monthly intervals after completion of said work and receipt of monthly itemized written invoices from the Contractor pursuant to an approved schedule. The payment shall be based on the amount bid for each facility and only for those facilities where work has been completed by the Contractor, inspected and approved by the County.
- D.** If overtime work, other than specified, is required, the County will pay only the difference between normal and overtime labor at the Contractor's billing rate.
- E.** Removal of elevators from service shall be coordinated with and approved by the County's Representative.
- F. Changes in Work.**
- 1)** The County, without invalidating the Agreement, may order additional work not covered under the Maintenance Agreement price. Additional work, if added to this Agreement, shall be added by negotiation between County and Contractor or bid proposal. No additional work shall be done or change made unless in pursuance of a written change order agreed upon by San Mateo County and Contractor. No claim for an addition to the Agreement shall be valid unless so ordered.
- a.** The County must authorize the work based on an agreed cost or based on time and material using the labor rates set forth in Exhibit "A".
- b.** Contractor shall have no rights of incumbency to restrict the County from seeking competitive bids for any additional work.
- c.** In the event that the County withdraws or adds any elevator or piece of equipment to or from service, or the usefulness of any elevator shall end, during the term of this Agreement, the Contractor shall agree to negotiate an acceptable reduction and/or increase of cost for service for the balance of this Agreement. Unit pricing shown on Exhibit "A" shall be used as a guide in determining reasonable changes in monthly cost.
- 2)** Additional work may be of the nature of, but not limited to:
- a.** A request for a basic change in type of service rendered which would result in additional work to the Contractor,

b. Some unforeseen circumstance which has resulted from conditions beyond the County's or Contractor's control and which would not properly be a condition of this Agreement;

c. Entirely new equipment added to the scope of the work.

G. Trouble Calls. Call back service shall be furnished upon request at the Contractor's expense during regular working hours of the regular working days of the elevator trade. In the event a call back during overtime hours is required, the Contractor shall furnish all travel time, expenses, and time on the job. Contractor may bill the County for the bonus portion of labor for overtime hours, but only a maximum of one (1) hour travel time will be billed per overtime call back.

1) For all trouble calls that result in additional cost to the County, Contractor shall furnish the following:

a. A time ticket showing date, time and duration of visit;

b. A record of the problem reported and a description of the work performed along with any materials provided;

c. The technicians name;

d. Building and equipment identification.

e. Name of County representative requesting the trouble call.

Billing submitted for trouble calls without this supporting documentation will be rejected.

2) In the event an elevator is shut down with trapped passengers, Contractor shall guarantee thirty (30) minutes response time during 8:00 a.m. to 5:00 p.m., Monday-Friday, and one (1) hour response time from 5:00 p.m. to 8:00 a.m. daily and on holidays.

3) In the event an elevator is shut down without trapped passengers, Contractor shall guarantee sixty (60) minutes response time during 8:00 a.m. to 5:00p.m., Monday –Friday, and two (2) hours response time from 5:00 p.m. to 8:00 a.m.

daily and on holidays.

4. SPECIAL CONDITIONS.

- A.** The Contractor shall be responsible for the skills, methods and actions of the Contractor's employees. The Contractor shall instruct all employees that they are not required to respond to questions, suggestions or instructions from County employees other than representatives of the Director of Public Works.
- B.** Supervision by County. Contractor shall perform the services herein provided under the supervision of and to the satisfaction of, the Director of Public Works of the County of San Mateo, or his designee. The Director of Public Works, or his designee, may make inspections at any time, or inspections on any of the areas serviced, report to the Contractor any findings and request from the Contractor additional work or services if required. The Contractor shall cooperate with the Representative authorized by the Director of Public Works to enable the Director of Public Works to determine the Contractor's conformity with these specifications and the adequacy of the work being performed.
- C.** The Contractor shall contact the Department of Public Works, Facilities Maintenance and Operations Managers, or their designees; Telephone Number (650) 363-1875 (Gary Behrens, Facilities Maintenance Section) or (650) 573-3739 (Win Maung, Health & Hospital Facilities Maintenance Section), for further instructions and information relating to the work under this Agreement. The Contractor must have a staffed business office during normal work hours where the County can communicate requests. The Contractor must respond to all requests within a time period of eight (8) normal work hours (normal work hours are 8:00 A.M. to 5:00 P.M., Monday through Friday) and complete all requested work within 24 hours of notification by the County.
- D.** Security of Premises. The security of the premises being serviced under this Agreement is paramount to the County and this Contractor shall insure through proper procedures while performing the work and by evidence of insurance policies that the Contractor and its employees are fully covered to the extent of personal injuries to themselves or others and damage to County property, both real and personal, and the Contractor shall be bonded to insure recovery in the event of loss or misplacement of personal property and/or records. Insurance shall be in an amount satisfactory to the County and successful Contractor shall supply certificates of insurance and evidence of bonds.

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E. Performance Guarantee:

The Contractor is required to provide a monthly report as backup to the monthly invoice to the County or their designee in a format acceptable to the County. Failure to provide this report will result in non-payment of the specific invoice.

1) If an elevator is out of service for longer than two (2) consecutive work days for a non-scheduled repair, the monthly maintenance cost of that unit will be credited to the next monthly billing. All repairs shall be pre-scheduled in writing.

2) If the Contractor does not respond in the time frames listed above under "Trouble Calls", the following month's billing will be credited in the amount of \$500 for each trouble call.

3) If during thirty (30) consecutive days, the County experiences three (3) call backs on the same unit for the same problem, the monthly maintenance cost of that unit will be credited to the next monthly billing.

4) If an elevator has call button lights, indicator lights or chimes out for longer than 2 weeks (14 days) the monthly maintenance cost of that unit will be credited to the next monthly billing.

5) Failure to provide the specified minimum monthly Preventative Maintenance hours outlined in this contract for the preventative maintenance as shown in Exhibit A, the monthly maintenance cost of that unit will be credited to the next month billing.

6) No penalty shall be assessed under Section 3.E.1 or 3.E.2 if damage is caused by vandalism or any other cause except normal wear and tear.

F. County's Right to Survey Quality of Maintenance:

1) The County may elect to have specific elevators evaluated and tested in accordance with "Special Tests" and witnessed by a neutral party. The Contractor shall provide the necessary manpower, tools, instruments, test weights, etc. as required without additional cost to the County to conduct the test, with respect to each elevator covered by this Agreement, not more frequently than annually.

2) The County may retain the services of an independent elevator consultant to evaluate the elevator performance covered under this Agreement. These evaluations may be made on a quarterly basis during the course of this Agreement.

3) The results of these evaluations will be issued by the elevator consultant to the County. If non-compliance items are included in the report, the County will issue a punch-list to the Contractor who shall correct those items within thirty (30) days of receipt of punch-list. If punch-list items are not corrected within thirty (30) days, the County may solicit competitive corrective bids to abate the non-compliance items. The costs of this corrective action will be deducted from money owed to the Contractor under the terms of the Agreement.

5. SCOPE OF WORK.

A. The work to be performed by the Contractor under this Agreement shall consist of furnishing all material, labor, tools and equipment necessary to provide full preventative maintenance repair service on the equipment described in this Agreement.

B. Any work not specifically mentioned but which is needed to make the maintenance complete within the terms of this Agreement shall be performed without additional cost.

C. Contractor shall perform, coordinate and complete the requirements of the Agreement, in cooperation with any other contractors or trades then doing any work on the County's properties, promptly, diligently, and in a good workmanlike manner to the full and complete satisfaction and acceptance of the County. Contractor shall perform the requirements of the Agreement in a manner that will not impede or obstruct the ongoing operations of the County.

D. Contractor shall guarantee that a member of their supervisory personnel regularly engaged in inspection and supervision will visit each elevator covered by this Agreement at least semi-annually to observe the quality of maintenance meets the specified and intended standards called for by this Agreement and shall provide a written report of findings from each visit to the County. The Supervisor shall schedule each visit with the County's Representative

responsible for that building so that the County Representative may accompany the Supervisor.

- E.** The Contractor warrants that they are capable of maintaining this equipment covered by this Agreement to its original design capabilities based on the equipment on the equipment condition as surveyed and all the technical information available at the time of award of this Agreement.
 - F.** The Contractor shall provide monthly preventative maintenance of equipment as indicated by Federal, State, County and municipal laws, but not less than the hours prescribed in Exhibit "A" of this Agreement. Time expended on monthly preventative maintenance, at a minimum, shall consist of examination, adjustment, cleaning and lubricating the equipment. All lubrication frequencies and types of lubricants will meet the manufacturer's specifications. Any hours associated with Trouble Calls, Repairs or Replacement of equipment is to be considered as additional time beyond that required for monthly preventative maintenance service. (See Exclusions)
 - G.** Contractor shall provide personnel necessary to accompany and assist the State Elevator Unit's representatives in the inspection of the County's elevators for issuance of operating permits.
 - H.** At the County's reasonable request, the Contractor will provide a hall call traffic analysis report on any or all elevators covered by this Agreement. The Analyzer shall be capable of gathering and printing information about the elevator performance and group operation.
 - I.** Trouble Calls Response Times: In the event an elevator is shut down with trapped passengers, Contractor shall guarantee thirty (30) minutes response time during 8 a.m. to 5 p.m., Monday-Friday, and one (1) hour response time from 5 p.m. to 8 a.m. daily and on holidays.
- In the event an elevator is shut down without trapped passengers, Contractor shall guarantee sixty (60) minutes response time during 8 a.m. to 5 p.m. Monday-Friday, and two (2) hours response time from 5 p.m. to 8 a.m. daily and on holidays.
- J.** Performance Guarantee: If an elevator is out of service for longer than two (2) consecutive work days for a non-scheduled repair, the monthly maintenance cost

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of that unit will be credited to the next monthly billing. All repairs shall be pre-scheduled in writing.

If the Contractor does not respond in the time frames listed above in "Trouble Calls" (I), the following month's billing will be credited in the amount of \$500 for each trouble call.

If during thirty (30) consecutive days, the County experiences three (3) call backs on the same unit for the same problem, the monthly maintenance cost of that unit will be credited to the next monthly billing.

No penalty shall be assessed under section 3.E.1 or 3.E.2 if damage is caused by vandalism or any other cause except normal wear and tear.

K. Firefighter Service "Testing": Contractor shall be obligated to perform or keep records of firefighter's service testing.

6. EXCLUSIONS.

A. The following work is excluded from the scope of this Agreement and is not the responsibility of the Contractor:

- 1)** Power supply feeder wires up to the elevator controls, building mainline disconnect switches and building mainline fuses.
- 2)** Repair or replacement of products of combustion detectors for fire recall.
- 3)** Car enclosures finishes and overhead lamps for cab illumination; hoistway enclosures; hoistway door panels and frames.
- 4)** Other items, caused by vandalism or negligence by persons other than the Contractor or the contractor's representatives and employees, excluding wear

and tear. Contractor shall obtain the County's prior written approval to repair problems related to vandalism. Payment will not be made for any unauthorized work. For all vandalism and/or negligence related repairs that result in additional cost to the County, Contractor shall furnish the following:

- a.** A time ticket showing date, time and labor expended for the repair;
- b.** A description for the work performed along with any materials provided including material costs;
- c.** The technician's name;
- d.** Building and equipment identification;
- e.** Written authorization signed by the Director of Public Works or his designated Representative authorizing said repairs.

5) New attachments as may be recommended or directed by insurance companies or by federal, state, or municipal or other governmental authorities.

6) Buried cylinders and buried piping.

7) Escalators balustrades and decking.

B. Obsolete Equipment and Replacement of Obsolete Equipment: Obsolete Equipment and the labor to replace them will be at the County of San Mateo's expense. Obsolete Equipment (including, but not limited to, assemblies, parts, components or systems) are defined as follows: An item for which the original design is no longer regularly manufactured by the OEM or obtainable by reasonable means, or the original item has been replaced with an item of different design (so long as the different design requires an unreasonable upgrade to the original equipment). Within ninety (90) days of executing this Agreement, Contractor shall inspect the Vertical Transportation Equipment for

Obsolete Components and provide the County of San Mateo with a list of such Obsolete Components which is subject to The County of San Mateo's prior review and approval. The County of San Mateo and Contractor agree, if required, to have all obsolescence claims reviewed by an independent third party elevator consultant for final approval. Except for exclusions above, all other components of the Vertical Transportation Equipment are fully covered by this Agreement.

7. CONDITIONS OF SERVICE.

A. Contractor shall maintain all Equipment in good operating condition in accordance with manufacturer's specifications; and should conditions, warrant repair or replace the Equipment and/or any components of the equipment, including without limitation, the following:

1) Traction Elevators:

a. Machine, drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings, seals and component parts, gears, worms, thrusts.

b. Motor and motor generator, motor and generator windings, rotating element, commutator, brushes, brush holders and bearings.

c. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, computer monitors, keyboards, CRT's and lobby display panels, steel selector tape or cable and mechanical and electrical driving equipment.

d. Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws.

e. Deflector, car and counterweight sheaves, bearings, car and counterweight buffers, car and counterweight guide rails and brackets, hoistway top and bottom

limit switches, governor tension sheave assembly and compensating sheave assembly.

f. Guide rails and their support brackets unless their failure is related to seismic activity or building settling.

g. Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices. Automatic power operator, car door hanger, car door contact, door protective devices, and all related door equipment and devices.

For freight elevators with vertical lifting or collapsible car gates and bi-parting, vertical lifting doors or gates, the contractor shall keep all doors and gates in balance for easy operation and renew or replace retiring cams, replace worn astragals, door guides and pull straps.

h. Load-weighing equipment, car frame, safety mechanisms, platform, platform sub-flooring, elevator car and counterweight roller and/or slide guides, gibs or rollers, ventilation fans, emergency lighting systems, signal and operating fixtures, including lights, buzzers and gongs in all signal and operating fixtures.

i. Renew all suspension means as often as recommended by the original equipment manufacturer and as required by AHJ adopted Code to maintain an adequate factor of safety. Equalize the tension on all hosting ropes as recommended by manufacture.

j. Shorten and re-shackle suspension means if stretching makes this necessary.

k. Contractor shall check the condition and operation of all door protection devices and all operating fixture lamps on each car at every visit. If the door devices and/or operating fixture lamps are inoperative, they shall be repaired within one business day. If, in the Contractor's opinion, the door protection devices are not maintainable, they shall be replaced at no cost to the County.

l. Seismic triggers and/or derailment devices; collision switches.

m. Fire related elevator controls.

- n. Make corrections and respond to discrepancies identified by the local elevator enforcing authorities.
- o. Repair or replace conductor cables and hoistway and machine room elevator wiring.

2) Hydraulic Elevators:

- a. Complete pumping plant, valves, exposed piping, fittings, piston (unless damaged by cylinder failure), packing, tank, heaters, mufflers and oil coolers.
- b. If flexible hose and fitting assemblies are used, they shall be changed as required by ASME A 17.1 Code or sooner if necessary.
- c. Materials and services covered by traction elevators as applicable.
- d. Furnish all oils, lubricants, packing and other materials required.
- e. Contractor shall monitor system hydraulic fluid levels on a monthly basis and notify the County if hydraulic fluid is added to the tank due to an unaccountable loss of fluid. Contractor shall also make the County aware of the implication of possible underground leaking, and, with the County's approval, remove any unit from service when an underground leak is suspected. If applicable, contractor shall provide a proposal with complete description of the procedure for individual testing the integrity of the cylinder and underground to/from oil line.

3) Wheelchair Lifts, Platform Lifts and Dumbwaiters:

- a. Materials and services covered by Traction Elevators or Hydraulic Elevators as applicable.
- b. Contractor shall operate all wheelchair lifts on a bi-weekly basis to verify their proper function. Each bi-weekly test shall be recorded with the date and technician's initials in a log that shall be available for State and County inspections.

4) Escalators:

- a. Machine, brake, sprockets, gears, drive, handrail and step chains, chain and step rollers and bearings, comb plates, step treads, tracks, all bearings for sprockets, sheaves, newel wheels, contacts, coils, skirt switches, Novatex Boards, (if applicable), bull gears, handrail guides, guards and all safety devices.
- b. Materials and services covered by Traction Elevators as applicable.
- c. All light fixtures and lamps which are mounted on or in the escalator unit.
- d. Contractor will be on site during all state inspections.

8. ADDITIONAL REQUIREMENTS.

A. Routine Maintenance for Escalators

- 1) Semi-Weekly – Examine running unit, check for handrail damage, check handrail drive clean and adjust as necessary, check operation of stop buttons, handrail inlet switches, key start switches, and upper and lower skirt switches, check trim, inner panels, skirts for loose fastenings, correct/replace as required, check for broken comb segments, step treads or risers, replace as required, apply skirt lubrication, check lower station movement, spring length, and chain switch.
- 2) Monthly – Check and clean controller, check ring gear oil level (add as required), lubricate handrail drive chains, glass balustrade, and step chains, clean upper and lower pits. Check operation of upper and lower access cover, inspection switches, pit switches, gearbox oil and clean breather.
- 3) Quarterly – Service non-reversing device, clean inside of handrail, clean guide as required, check handrail speed sensor, check brake operation and adjust if required, check motor couplings and grommets, check missing step detector and comb impact-trip force.
- 4) Semi Annually – Lubricate upper station main bearings (4), lubricate handrail (drive) sheave bearings (if applicable), lubricate lower station bearings (2).

5) Annually – Adjust Novatex boards, replace if required, check operation of broken step, out of level, and step up-thrust switches, change ring gear oil, clean lower end pans up through 30-degree area, clean pans and tracks of upper and lower truss, lubricate drive motor (maximum 5 pumps), change gear box oil, clean breather.

B. General:

1) The Contractor shall maintain the elevator equipment speed in feet per minute and the performance for elevators as indicated under “Basic Performance Requirements.

a. If the actual performance time of the elevator does not meet the times established for elevators of the speed and type of control, the Contractor shall restore the performance of the elevator to its optimum potential as agreed upon by the Contractor and Director of Public Works.

b. If, in the Contractor’s opinion, the equipment is inherently designed so that it cannot meet these criteria, the Contractor shall so state.

c. If there are no exceptions taken, performance shall be provided as specified hereinafter.

2) Basic Performance Requirements: Electric elevators shall be adjusted to meet the following basic performance standards and shall maintain these standards for the life of the Agreement.

a. Operating Characteristics:

i. Starting, acceleration, stopping and leveling shall be smooth and free from jars or bumps.

ii. Full speed riding shall be without swaying or vibration.

iii. Elevator and door operation shall be quiet.

iv. Stop made upon operation of emergency stop switch shall be more rapid than a routine stop but not violent.

v. Door pressure shall be maintained below 30 pounds in closing.

3) Group Supervisory Systems: Group control systems shall operate at design criteria for the lifetime of the Agreement.

4) Individual Elevator Performances: Performance requirements shall be as follows:

a. Maintain accuracy leveling of $\pm 3/8$ " for Traction Elevators and $1/2$ " for Hydraulic Elevators under all loading conditions.

b. Brake-To-Brake Times for Traction Elevators based on 13'-6" floor heights or less:

7.5-8.0 Seconds Maximum for Geared Equipment.

5.5-6.0 Seconds Maximum for Gearless Equipment.

c. Floor-to-Floor Times for hydraulic Elevators based on 13'-6" floor heights or less: 12.5 Seconds Maximum.

d. Door Open Times shall be no more than:

3'-0" Single Slide	2.2-2.5 Seconds
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3'-6" Center Opening	2.0-2.2 Seconds
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3'-6" Single Slide	2.8-3.0 Seconds
--------------------	-----------------

3'-6" Two Speed Side Open	2.2-2.4 Seconds
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4'-0" Center Opening	2.4-2.6 Seconds
----------------------	-----------------

4'-0" Two Speed Side Open	2.4-2.6 Seconds
---------------------------	-----------------

e. Door Standing Times:

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Car Call: 3.0 Seconds

Hall Call: 5.0 Seconds

f. Door Close Times: Minimum without exceeding kinetic energy and closing force allowed by Code.

C. Special Test

1) Elevators provided with fire service shall have their Phase I recall system (and Phase II operations, if applicable) tested by Contractor in accordance with applicable code requirements. Where monthly tests are required, Contractor shall provide such test and the results shall be recorded with date and technician's initials in a log available for State and County inspection. The YSC elevators and the Maple Street Correctional Center will be tested monthly, all others will be done annually. The SMMC elevators recall need to be tested monthly and provide us test record documentation for The Joint Commissioning reports. Tests will be performed after normal business hours or weekends or as determined by the owner.

2) Elevators with derailment devices, seismic switches or other special circuitries shall be checked at least once every year to make certain that these devices are operating correctly and as designed. County's Representative and the Contractor shall arrange for mutual acceptable dates to perform the tests. Emergency power operation will be tested by County and, if elevator system fails, Contractor shall make corrections and retest.

3) The Contractor shall periodically examine the car safety devices and governors and conduct an annual no load test and shall, during the term of this Agreement, or more often, if required by applicable law, ordinance or regulation, but no less than every five (5) years, perform one (1) full load, full speed test of the safety mechanism, over-speed governors, car and counter weight buffers. The car balance shall be checked electrically and the governor set. If required, the governor shall be recalibrated and sealed for proper tripping speed. These

tests shall be witnessed by the County's Representative and a written report shall be furnished indicating the results of such test. All tests shall conform to the requirements of ASME A 17.1 and/or local code testing requirements.

4) Traction elevators shall have a load test performed during the term of this Agreement or more often if required by applicable law, ordinance or regulation but no less than every five (5) years. It shall comply with the State of California's Elevator Safety Order No. 3017 (J). The report shall conform to the requirements of the State with the test witnessed by the County's Representative.

5) Contractor shall create a form for each car describing test and deliver a signed copy to the County's Representative after each test has been concluded. This form will also describe any malfunctions along with any corrective action taken.

D. Housekeeping

1) During the first three (3) months this Agreement is in effect, the Contractor shall thoroughly clean all elevator hoistways, pits, car tops, controller interiors including filters and machine rooms. In addition, during the same period of time, all car and hoistway door tracks, hangers, interlocks and closers shall be cleaned, lubricated and adjusted. Continuing cleaning must be on going and at the following minimum intervals or more frequently where conditions warrant.

Quarterly: Car tops, pits, and machine rooms.

Semi-Annually: Hoistways and door equipment.

2) The exterior of the machinery and any other parts of the Equipment subject to rust shall be properly painted and presentable at all times. The motor windings and controller coils shall be periodically treated with proper insulating compound. The Contractor shall keep the elevator machinery rooms clean.

3) All debris, including but not limited to: wiping rags, empty oil cans, trash from pits, etc. resulting from this work, shall be promptly removed by the Contractor.

E. Stock of Materials

1) The Contractor shall keep in each elevator machine room an adequate supply of contacts, switch parts, coils, conductors, springs, holders, resisters, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses, and other parts which are required for prompt replacement and repair, together with an adequate supply of lubricants and wiping rags. All supplies should be stored in metal cabinets. Closed metal containers must be used for storage of oily rags. All necessary cabinets, shelves, and containers are to be provided and paid for by the Contractor and shall become the property of the County. All use, storage, and disposal of hazardous and/or waste materials of any type shall be in compliance with all Federal, State, Local and Cal/OSHA requirements.

2) In addition, the Contractor shall keep in the buildings where the elevators are located or in a warehouse within fifty (50) miles of the elevator locations or reasonably obtainable within 24 hours:

- a.** One set of motor brushes and holders for each type of motor and generator.
- b.** One door operator motor of each type used.
- c.** Hanger sheaves for car and hoistway doors.
- d.** Two complete door interlocks.
- e.** One set of generator bearings for each type of generator.
- f.** One set of brake linings for each type of break.
- g.** Parts for door protective devices.
- h.** Power supplies.
- i.** Coils, relays, motor brushes and all other parts as needed to assure prompt replacement in the event of the shutdown of any elevator.
- j.** SCR drive components.

- k.** One spare control board of each type installed.
- l.** Cylinder head packing and pump motor belts.

F. Wiring Diagrams:

A complete set of all wiring diagrams for the elevator systems covered under this Agreement shall be maintained in their respective machine rooms. All changes in circuitry made by the Contractor shall be properly recorded on the machine room copies of diagrams including the date of change and name of person making same. The wiring diagrams are the property of the County and are to remain in their respective machine room.

G. Schedules and Records

- 1)** All service technicians shall check in with the facilities manager, or his designee and will sign in the log book upon arrival. Log books will be located in the basement of 455 County Center in Redwood City, the SE shop located at 70 Loop Road in San Mateo and in the Health and Hospital shop located at 222 W. 39th Ave in San Mateo. The technician will log out when leaving, indicating if the problem was resolved or update the status of the car or escalator.
- 2)** Contractor shall provide a work schedule for each machine room. A copy of each schedule shall be provided to the Facilities Customer Service Center.
- 3)** These work schedules shall be designed for each type of equipment and documented in the contractors Maintenance Control Program (MCP). Equipment to be serviced, such as gearless, geared elevators, hydraulic elevators, lifts, etc., shall conform to the manufacturer's recommended practice for the particular equipment specified. They shall show the kind and frequency of service and lubrication proposed by the Contractor for the duration of the Agreement. However, in no case shall the schedule be less than the minimum requirement on on-site routine servicing man-hours indicated in Exhibit "A."

4) All inspections, lubrication, adjustments, tests, cleaning, routine repairing and other preventative maintenance activities shall be performed in accordance with schedules submitted by the Contractor.

5) Schedules posted shall be the chart type, which shall be initialed by the serviceman when each scheduled inspection is performed.

6) Contractor shall also maintain an accurate and complete log of all work performed in addition to routine service at each location. These logs shall include call back service describing the nature of all complaints and their resolution. The logs shall be kept in the equipment room at each location. In addition to the specified machine room log, Contractor's workmen or supervisor shall log in and out of each facility/building on each and every visit. This includes but is not limited to, routine maintenance, trouble calls, repairs and supervisor visits. These logs will remain the property of the County.

7) For all Hydraulic Elevators, Contractor shall maintain an accurate and complete log of all additions of hydraulic fluid to the system. This log shall include an explanation for each fluid addition. The County is to be notified whenever there is an unaccounted fluid loss from the hydraulic system.

8) At the County's request, Contractor shall deliver a copy of the callback and repair log for any elevator covered by this Agreement.

9) All forms required for the above schedules, monthly work sheets, call back records and performance reports must be approved by the County.

10) Contractor shall notify the Facilities Customer Service Center.

H. Personnel

1) Contractor agrees that all services shall be performed by trained maintenance and repair personnel, directly employed and supervised by the Contractor. All work shall be performed by a mechanic who is, at a minimum, at the Journeyman level. Helper may not work alone but may assist the mechanic as needed. In the

event that the County becomes dissatisfied with the performance of any person assigned to perform services under this Agreement, Contractor agrees, upon request from the County's Representative, to promptly assign other qualified personnel to perform these services.

2) Contractor's service personnel shall wear uniforms which bear Contractor's name or other appropriate symbol which identifies them as employees of the Contractor and such uniforms shall be clean and in good condition. Contractor's personnel shall have available, photo identification that confirms their current employment with the Contractor.

I. Elevator Inventory, Location, and Frequency of Service.
See attached Exhibit "A."

TERMS AND RATES.

A. Service: The County anticipates that the contractor selected for this work will provide maintenance services to all of our County elevators.

B. Contract Term: The term of the County and firm agreement will be three (3) years and is scheduled to begin April 1, 2021 and terminate on March 31, 2024. The agreement may provide for up to one (1) additional one-year term if both parties agree to the renewal terms.

C. Adding or Dropping Sites: To add additional sites or locations, the Contractor and County shall discuss the new scope of work and mutually agree to the new terms, using the existing hourly rates listed in this agreement. In order to drop a location from this agreement without penalty, the County must notify the Contractor thirty (30) days prior to the cancellation of services for that particular location. After said services are cancelled, the amount for that location will be taken off of all future invoices to the County.

D. Billing: Contractor shall invoice the County using the facility breakdown sheets provided (see Attachment "A" table below). Contractor shall provide two

separate invoices, one for the Facilities, Maintenance & Operations unit and the second for the Health and Hospitals unit. Invoices shall be submitted to DPW – Accounting, 555 County Center, 5th Floor, Redwood City, CA 94063.

E. Background Clearance: All technicians entering our The Hall of Justice and all jail facilities will have to be cleared by jail security after a full background check is conducted. All technicians will also have to present a current driver's license upon arrival.

ATTACHMENT "A"

SAN MATEO COUNTY - ELEVATOR INVENTORY - 2021

State #	Car #	Building	Address	Location	Name	Equipment	Frequency	Preventative Hours (minimum)	Stops	Capacity	Age
50255	1	HOJ	400 County Center, Redwood City, CA 94063	South Lobby	n/a	Traction	Monthly	2	8	3,000 lbs.	1953
50254	2	HOJ	400 County Center, Redwood City, CA 94063	South Lobby	n/a	Traction	Monthly	2	8	3,000 lbs.	1953
50563	3	HOJ	400 County Center, Redwood City, CA 94063	Interior	Transportation	Traction	Monthly	2	6	4,000 lbs.	1968
50564	4	HOJ	400 County Center, Redwood City, CA 94063	North Lobby	n/a	Traction	Monthly	2	9	3,000 lbs.	1968
50565	5	HOJ	400 County Center, Redwood City, CA 94063	North Lobby	n/a	Traction	Monthly	2	9	3,000 lbs.	1968
50566	6	HOJ	400 County Center, Redwood City, CA 94063	North Lobby	n/a	Traction	Monthly	2	9	3,000 lbs.	1968
30953	7	HOJ	400 County Center, Redwood City, CA 94063	North End	Sheriff	Traction	Monthly	2	4	3,500 lbs.	1968
50697	1	HOJ	400 County Center, Redwood City, CA 94063	Lobby	Escalator	n/a	Bi-weekly	2	2	n/a	1968
50698	2	HOJ	400 County Center, Redwood City, CA 94063	Lobby	Escalator	n/a	Bi-weekly	2	2	n/a	1968
38337	1	COB 1	455 County Center, Redwood City, CA 94063	Lobby	n/a	Traction	Monthly	2	5	2,000 lbs.	1963
38338	2	COB 1	455 County Center, Redwood City, CA 94063	Lobby	Basement	Traction	Monthly	2	6	2,000 lbs.	1963
38339	3	COB 1	455 County Center, Redwood City, CA 94063	Back of Building on Winslow	Loading Dock	Hydraulic	Monthly	1	2	2,500 lbs.	1963
n/a	2	Parking Structure	400 Middlefield Rd. Redwood City, CA 94063	n/a	n/a	Hydraulic	Monthly	1	8	3,500 lbs.	2021
n/a	1	Parking Structure	400 Middlefield Rd. Redwood City, CA 94063	n/a	n/a	Hydraulic	Monthly	1	8	3,500 lbs.	2021
102749	2	Parking Structure	440 Middlefield Rd. Redwood City, CA 94063	West Side	n/a	Hydraulic	Monthly	1	6	3,500 lbs.	1993
102750	1	Parking Structure	440 Middlefield Rd. Redwood City, CA 94063	West Side	n/a	Hydraulic	Monthly	1	6	3,500 lbs.	1993
179954	1	ROC	501 Winslow St. Redwood City, CA 94063	Lobby	n/a	Traction	Monthly	1	2	3,500 lbs.	2018
116327	1	COB 2	555 County Center, Redwood City, CA 94063	Lobby	Left	Traction	Monthly	2	5	3,500 lbs.	1999
116328	2	COB 2	555 County Center, Redwood City, CA 94063	Employee	Right	Traction	Monthly	2	6	4,000 lbs.	1999
116103	3	COB 2	555 County Center, Redwood City, CA 94063	Lobby	Rear	Traction	Monthly	2	5	3,500 lbs.	1999
102739	1	Maguire Jail	330 Bradford, Redwood City, CA 94063	n/a	n/a	Traction	Monthly	2	7	4,000 lbs.	1994
102740	2	Maguire Jail	330 Bradford, Redwood City, CA 94063	n/a	n/a	Traction	Monthly	2	7	4,000 lbs.	1994
102741	3	Maguire Jail	330 Bradford, Redwood City, CA 94063	n/a	n/a	Traction	Monthly	2	7	4,000 lbs.	1994
102731	4	Maguire Jail	330 Bradford, Redwood City, CA 94063	Control Room	n/a	Traction	Monthly	2	8	4,000 lbs.	1994

State #	Car #	Building	Address	Location	Name	Equipment	Service	Service Hours (minimum)	Stops	Capacity	Age
88235	5	Maguire Jail	330 Bradford, Redwood City, CA 94063	Old Maguire	West	Traction	Monthly	2	4	4,000 lbs.	1989
88234	6	Maguire Jail	330 Bradford, Redwood City, CA 94063	Old Maguire	East	Traction	Monthly	2	5	4,100 lbs.	1989
59582	1	EPA	2415 University Ave, Palo Alto, CA 94303	Lobby	n/a	Hydraulic	Monthly	1	3	2,500 lbs.	1974
135975	1	Household Hazardous Waste	32 Tower Rd. San Mateo, CA 94402	Warehouse	n/a	Hydraulic	Monthly	1	2		2004
138406	1	Youth Service Center (YSC)	222 Paul Scannel Dr. San Mateo, CA 94402	Lobby	Public	Hydraulic	Monthly	1	2	3,500 lbs.	2007
138407	2	Youth Service Center (YSC)	222 Paul Scannel Dr. San Mateo, CA 94402	Lobby	Public	Hydraulic	Monthly	1	2	3,500 lbs.	2007
138408	3	Youth Service Center (YSC)	222 Paul Scannel Dr. San Mateo, CA 94402	Admin	Youth	Hydraulic	Monthly	1	2	3,500 lbs.	2007
138409	4	Youth Service Center (YSC)	222 Paul Scannel Dr. San Mateo, CA 94402	North End	Judge	Hydraulic	Monthly	1	3	5,000 lbs.	2007
138410	5	Youth Service Center (YSC)	222 Paul Scannel Dr. San Mateo, CA 94402	North End	Police/Inmate	Hydraulic	Monthly	1	3	5,000 lbs.	2007
138411	6	Youth Service Center (YSC)	222 Paul Scannel Dr. San Mateo, CA 94402	South End	Staff	Hydraulic	Monthly	1	3	3,500 lbs.	2007
145167	1	Safe Harbor	295 North Access Road So. San Francisco, CA 94080	Lobby	Wheelchair Lift	Hydraulic	Monthly	1	2		
169871	1	Maple Street Correctional Center	1300 Maple Street Redwood City, CA 94063	n/a	n/a	Traction Gen 2	Monthly	2	2		2015
169872	2	Maple Street Correctional Center	1300 Maple Street Redwood City, CA 94063	n/a	n/a	Traction Gen 2	Monthly	2	2		2015
169873	3	Maple Street Correctional Center	1300 Maple Street Redwood City, CA 94063	n/a	n/a	Traction Gen 2	Monthly	2	2		2015
169874	4	Maple Street Correctional Center	1300 Maple Street Redwood City, CA 94063	n/a	n/a	Traction Gen 2	Monthly	2	2		2015
173011	5	Maple Street Correctional Center	1300 Maple Street Redwood City, CA 94063	n/a	n/a	Traction Gen 2	Monthly	2	2		2015
173012	6	Maple Street Correctional Center	1300 Maple Street Redwood City, CA 94063	n/a	n/a	Traction Gen 2	Monthly	2	2		2015
183296	1	Skylonda CDF #58	17290 Skyline Blvd. Woodside, CA 94062	Lobby	Main	Hydraulic TAC 32	Monthly	2	2	2,100 lbs.	2019

HEALTH & HOSPITAL

State #	Car #	Building	Address	Location	Name	Equipment	Service	Service Hours (minimum)	Stops	Capacity	Age
111239	1	Coastside Clinic	225 South Cabrillo HWY, Suite 100 Half Moon Bay, CA 94019	Lobby	n/a	Hydraulic	Monthly	1	2	2,500 lbs.	
34995	1	SSF Health Clinic	306 Spruce Ave SSF, CA 94080	Lobby	n/a	Hydraulic	Monthly	1	2	2,500 lbs.	
30567	1	San Mateo Medical Center	222 W. 39th Ave San Mateo, CA 94403	Admin	n/a	Traction	Monthly	1.5	3	4,000 lbs.	1959
111154	3	San Mateo Medical Center	222 W. 39th Ave San Mateo, CA 94403	Nursing Wing	n/a	Traction	Monthly	1.5	4	6,000 lbs.	1997
111155	4	San Mateo Medical Center	222 W. 39th Ave San Mateo, CA 94403	Nursing Wing	n/a	Traction	Monthly	1.5	4	6,000 lbs.	1997
111317	5	San Mateo Medical Center	222 W. 39th Ave San Mateo, CA 94403	North Addition	n/a	Hydraulic	Monthly	1.5	3	4,000 lbs.	1998
111318	6	San Mateo Medical Center	222 W. 39th Ave San Mateo, CA 94403	North Addition	n/a	Hydraulic	Monthly	1.5	3	4,000 lbs.	1998
118884	7	San Mateo Medical Center	222 W. 39th Ave San Mateo, CA 94403	Diagnostic & Testing	n/a	Hydraulic	Monthly	1.5	2	8,000 lbs.	2001
118885	8	San Mateo Medical Center	222 W. 39th Ave San Mateo, CA 94403	Diagnostic & Testing	n/a	Hydraulic	Monthly	1.5	2	8,000 lbs.	2001
111137	9	San Mateo Medical Center	222 W. 39th Ave San Mateo, CA 94403	Admin	n/a	Hydraulic	Monthly	1.5	2	4,500 lbs.	1997
126898		San Mateo Medical Center	222 W. 39th Ave San Mateo, CA 94403	3rd Floor Admin	Wheel Chair Lift	Hydraulic	Monthly	0.5	1	750 lbs.	2002
36556	1	Health Services Building	225 W. 37th Ave San Mateo, CA 94403	Lobby	n/a	Hydraulic	Monthly	1.5	3	2,000 lbs.	2004
109030	1	Mike Nevin Clinic	380 90th St. Daly City, CA 94015	Lobby	n/a	Hydroelectric	Monthly	1.5	3	3,000 lbs.	1995
109060	2	Mike Nevin Clinic	380 90th St. Daly City, CA 94015	Lobby	n/a	Hydroelectric	Monthly	1.5	3	3,000 lbs.	1995

State #	Car #	Building	Address	Location	Name	Equipment	Service	Service Hours (minimum)	Stops	Capacity	Age
27989	1	Cordilleras	200 Edmonds Rd. Redwood City, CA 94062	Lobby	n/a	Traction	Monthly	1.5	3	3,000 lbs.	1951
27990	2	Cordilleras	200 Edmonds Rd. Redwood City, CA 94062	Lobby	n/a	Traction	Monthly	1.5	3	3,000 lbs.	1952
111155	1	Fair Oaks	2710 Middlefield Rd. Redwood City, CA 94063	Lobby	n/a	Hydraulic	Monthly	1.5	3	2,500 lbs.	2013
111156	2	Fair Oaks	2710 Middlefield Rd. Redwood City, CA 94063	Lobby	n/a	Hydraulic	Monthly	1.5	3	2,500 lbs.	2013
175965	1	Serentiy House	3701 Hacienda St. San Mateo, CA 94403	Hallway	Wheelchair Lift	Hydroelectric	Monthly	0.5	3	750 lbs.	2018

I. CONTRACTOR INFORMATION

Contractor Name: OTIS ELEVATOR	Phone: 408-702-8948
Contact Person: CASSIE KISER	Fax: 860-660-5739
Address: 470 LAKESIDE DRIVE, SUITE D SUNNYVALE CA 94085	

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- ☒ Contractor complies with the County's Equal Benefits Ordinance by:
- ☒ offering equal benefits to employees with spouses and employees with domestic partners.
 - ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____(date) and expires on _____(date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)


Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- ☐ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☒ Contractor is exempt from this requirement because:

☐ the contract is for \$100,000 or less.

☒ Contractor is a party to a collective bargaining agreement that began on 7/9/2017(date) and expires on 7/8/2022(date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

 _____ Signature	Matthew Thomas _____ Name
3/10/2021 _____ Date	General Manager _____ Title

ATTACHMENT "D"

ATTACHMENT "D"

ELEVATOR MAINTENANCE BID SHEET 2021-2024

Revised February 25, 2021

FACILITIES, MAINTENANCE & OPERATIONS

EQUIPMENT PRICING:

BUILDING	ADDRESS	NO. OF ELEVATORS	1st YEAR ANNUAL COST	2nd YEAR ANNUAL COST	3rd YEAR ANNUAL COST	TOTAL
Hall of Justice	400 County Center, Redwood City	7	\$ 47,376.00	\$ 48,924.00	\$ 50,532.00	
Hall of Justice	400 County Center, Redwood City	2 - Escalators	\$ 27,072.00	\$ 27,960.00	\$ 28,872.00	
COB	455 County Center, Redwood City	3	\$ 16,920.00	\$ 17,472.00	\$ 18,048.00	
COB 2	555 County Center, Redwood City	3	\$ 20,304.00	\$ 20,976.00	\$ 21,660.00	
ROC	501 Winslow St., Redwood City	1	\$ 6,768.00	\$ 6,984.00	\$ 7,212.00	
Parking Structure (new)	400 Middlefield Rd., Redwood City	2	\$ 6,768.00	\$ 6,984.00	\$ 7,212.00	
Parking Structure	440 Middlefield Rd., Redwood City	2	\$ 6,768.00	\$ 6,984.00	\$ 7,212.00	
Maguire Jail	330 Bradford St., Redwood City	6	\$ 40,608.00	\$ 41,940.00	\$ 43,320.00	
Maple Street Jail	1300 Maple St., Redwood City	6	\$ 40,608.00	\$ 41,940.00	\$ 43,320.00	
EPA Gov.'t Center	2415 University Ave, EPA	1	\$ 3,384.00	\$ 3,492.00	\$ 3,612.00	
Household Hazardous Waste	32 Tower Rd., San Mateo	1	\$ 3,384.00	\$ 3,492.00	\$ 3,612.00	
YSC	222 Paul Scannell Dr., San Mateo	6	\$ 20,304.00	\$ 20,976.00	\$ 21,660.00	
Safe Harbor	295 North Access Rd., SSF	1	\$ 1,680.00	\$ 1,740.00	\$ 1,800.00	
Skyllonda CDF #58	17290 Skyline Blvd., Woodside	1	\$ 3,384.00	\$ 3,492.00	\$ 3,612.00	
			\$ 245,328.00	\$ 253,356.00	\$ 261,684.00	\$ 760,368.00

HEALTH & HOSPITAL

BUILDING	ADDRESS	NO. OF ELEVATORS	1st YEAR ANNUAL COST	2nd YEAR ANNUAL COST	3rd YEAR ANNUAL COST	TOTAL
Coastside Clinic	225 S. Cabrillo Hwy., HMB	1	\$ 3,384.00	\$ 3,492.00	\$ 3,612.00	
SSF Health Clinic	306 Spruce Ave., SSF	1	\$ 3,384.00	\$ 3,492.00	\$ 3,612.00	
San Mateo Medical Center	222 W. 39th Ave., San Mateo	9	\$ 40,608.00	\$ 41,940.00	\$ 43,320.00	
Health Services Building	225 W. 37th Ave., San Mateo	1	\$ 3,384.00	\$ 3,492.00	\$ 3,612.00	
Serenity House	3701 Hacienda St., San Mateo	1	\$ 1,680.00	\$ 1,740.00	\$ 1,800.00	
Mike Nevin Clinic	380 90th St., Daly City	2	\$ 6,768.00	\$ 6,984.00	\$ 7,212.00	
Cordilleras	200 Edmonds Rd., Redwood City	2	\$ 13,536.00	\$ 13,980.00	\$ 14,436.00	
Fair Oaks Health Clinic	2710 Middlefield Rd., Redwood City	2	\$ 6,768.00	\$ 6,984.00	\$ 7,212.00	
			\$ 79,512.00	\$ 82,104.00	\$ 84,816.00	\$ 246,432.00

Grand Total (maintenance cost for all 3 years, all locations):	\$ 1,006,800.00
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Contractor full hourly rates for the County of San Mateo 2021-2024

BILLING RATES	MECHANIC	HELPER
Travel Time	\$ 397.00	\$ 277.00
Straight Time	\$ 397.00	\$ 277.00
Scheduled OT Maintenance	\$ 596.00	\$ 416.00
Mon-Sat After Hours (5:01pm-7:59am)	\$ 596.00	\$ 416.00
Sundays	\$ 794.00	\$ 554.00
Holidays	\$ 794.00	\$ 554.00

Contractor shall price parts for work/repairs excluded from the basic scope of work at contractor's cost plus a maximum markup of 20%.

*Enter annual amounts into the yellow boxes. The green boxes will auto-populate and calculate the total cost of the agreement.

ATTACHMENT "D"

PROPOSAL

Bid Opening Date: March 10, 2021

1. SCOPE OF BIDS -The undersigned, doing business under the name of

Otis Elevator Company

Declares that the only persons or parties interested in this Proposal as Principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed Work, the annexed proposed form of Agreement, and the Contract Documents therein referred to; that he proposed, and agrees if this Proposal is accepted, that he will contract with The County of San Mateo, in the form of the copy of the Agreement annexed hereto, and do all the Work and furnish all the materials specified in the Contract Documents for the following amount(s). The base bid shall include all labor, materials, equipment, supervision, overhead, profit, and incidentals necessary to complete the Work in accordance with the Contract Documents. The Base Bid will be used to determine the low bidder.

2. BASE BID – Base bids shall include all Work shown in the Contract Documents. Show base bid in words and numbers. The base bid is the sum of monthly Costs by location as shown in the table on Attachment "A."

One Million Six Thousand Eight Hundred

Dollars

(\$ 1,006,800.00)

3. CONTRACT – If written of the acceptance of this bid is mailed or delivered to the undersigned within ninety (90) calendar days after the date of opening of the bids, or any time thereafter before the bid is withdrawn, the undersigned will, within ten (10) calendar days after the date of such mailing or delivering of such notice, execute and deliver a contract in the Form of Agreement present in these Contract Documents and furnish a Performance Bond in the form provided in these Contract Documents. The undersigned designates the address provided in Section 12 (below) of this proposal to be in the office to which such notice of acceptance may be mailed or delivered.

4. TERM OF AGREEMENT – Three year term.
5. BONDS – The undersigned agrees, if awarded the Contract to execute within ten days, to furnish the corporate surety bonds as called for in the “Instruction to Bidders.”
6. INSURANCE – Our Public Liability and Property Damage Insurance is placed with:

National Union Fire Insurance Co. of Pittsburgh, PA

Our Worker's Compensation Insurance is placed with:

AIU Insurance Co.

Our All Risk Property Insurance is placed with:

Liberty Mutual

7. ADDENDA – Addenda bound with Contract Documents or issued during the time of bidding, are to be included in the proposal, and in the Contractor's Work.
8. ADDENDA RECEIPT – The receipt of the following addenda is acknowledged:

ADDENDUM NO. 1 DATE 2/25/2021

ADDENDUM NO. 2 DATE 3/04/2021

ADDENDUM NO. 3 DATE 3/09/2021

ADDENDUM NO. 4 DATE 3/09/2021

9. This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.
10. CONTRACTOR'S LICENSE – The undersigned agrees, if awarded the contract, to maintain and keep current through the completion of the contract the valid licenses for the work to be performed as required by the California Contractors License Law and all other applicable licensing requirements.

7031

C11

11/30/2021

License No.

License Class

Expiration Date

11. CONTRACTOR'S DIR NUMBER – The undersigned acknowledges that contractor is registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

1000003571

06/30/2021

DIR No.

Expiration Date

12. By the signature below, the bidder certifies, under penalty of perjury, the accuracy of the representations made in this Proposal.

Dated March 9th, 2021.

Company

Business Type: ☒ Corporation ☐ Partnership ☐ Sole Proprietorship

State of Incorporation or Location of Business Registration New Jersey

Signed 

Title General Manager

Print Name Matthew Thomas

Address 470 Lakeside Drive, Ste. D, Sunnyvale, CA 94085

Phone: (408) 328-4247 Fax: (860) 353-4022

Tax I.D. No. 13-5583389

NOTE: If bidders is a partnership, give full names of all partners.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 20 CHURCH STREET, 8TH FLOOR HARTFORD, CT 06103 CN103059650-Otis-STAND-20-21*	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED OTIS WORLDWIDE CORPORATION OTIS ELEVATOR COMPANY ONE CARRIER PLACE FARMINGTON, CT 06032	E-MAIL ADDRESS:	Otis.certrequest@Marsh.com
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Union Fire Insurance Co. Of Pittsburgh, PA	NAIC # 19445
	INSURER B: All Insurance Co	19399
	INSURER C: New Hampshire Insurance Co.	23841
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** NYC-011060328-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			3980241 "\$2,000,000 General Aggregate" "Per Project / Location" "\$10,000,000 General Aggregate" "Per Policy"	12/01/2020	12/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4594517 (AOS) 4594518 (MA) 4594519 (VA)	12/01/2020 12/01/2020 12/01/2020	12/01/2021 12/01/2021 12/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			3980244	12/01/2020	12/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	020608650 (AOS) 020608652 (CA) 020608653 (FL) 020608654 (MA,ND,OH,WA,WI,WY)	12/01/2020 12/01/2020 12/01/2020 12/01/2020	12/01/2021 12/01/2021 12/01/2021 12/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This certificate only applies to Otis 2021 Bid ACB0903211827
County of San Mateo - Various Locations
County of San Mateo and its officers, agents, employees, and servants is/are included as additional insured (except workers compensation) when required by written contract and/or agreement.

CERTIFICATE HOLDER County of San Mateo 555 County Center, 5th Floor Redwood City, CA 94063	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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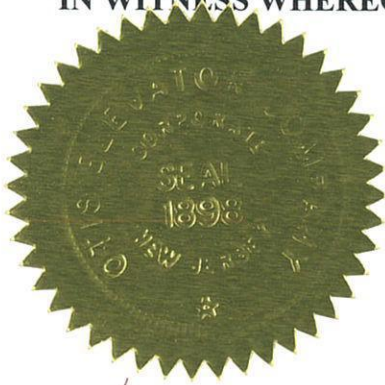
CERTIFICATE

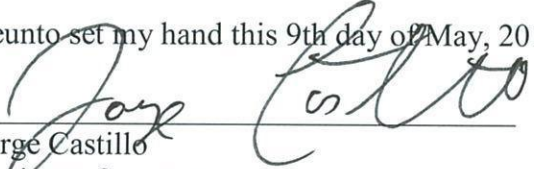
I, Jorge Castillo, Assistant Secretary of Otis Elevator Company, a New Jersey corporation, (the "Company") do hereby certify that:

- A. Under an Appointment of Officers of the Company dated January 15, 2019, I am an Assistant Secretary of the Company.
- B. In my capacity as Assistant Secretary of the Company, I have access to and knowledge of the minutes and records of the Company, including delegations of authority.
- C. Under a Delegation of Authority dated June 3, 2016, Matthew Thomas in his capacity as General Manager of the Company's North American Area, San Jose, CA area, is authorized as follows:

"To make, execute and approve on behalf of the North American Area of the Company (and its subsidiaries or affiliated operating units) (i) any and all bids or contracts to manufacture, furnish, erect, modernize, service, repair, or maintain elevators, escalators, dumbwaiters, hoisting apparatus, moving walkways and other horizontal transportation systems, and to execute and approve on behalf of the North American Area of the Company any and all waivers of lien, bonds, or other instruments, a part of or incident to such contract; (ii) any and all leases for the storage of supplies and equipment used by the North American Area of the Company in the performance of such contracts; and (iii) any and all leases or contracts for office equipment, computers and related supplies."

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of May, 2019.





Jorge Castillo
Assistant Secretary
Otis Elevator Company

EXHIBIT B

Payment and Rates

In consideration of the services provided as described in Exhibit A, contractor shall be paid twenty-seven thousand and seventy dollars (\$27,070.00) monthly per the table below. Invoices should be separated according to the tables below. Additionally, contractor shall invoice the county for all work performed not covered in the standard monthly service, with the written approval of the county, in accordance with the terms of this agreement and the labor rates indicated below.

EQUIPMENT PRICING

Facilities, Maintenance & Operations

Location Address	Elevators	Escalators	Monthly Pricing
Hall of Justice	7		\$3,948.00
Hall of Justice		2	\$2,256.00
COB	3		\$1,410.00
COB2	3		\$1,692.00
ROC	1		\$564.00
Parking Structure (new)	2		\$564.00
Parking Structure	2		\$564.00
Maguire Jail	6		\$3,384.00
Maple Street Jail	6		\$3,384.00
EPA Gov't Center	1		\$282.00

Household Hazardous Waste	1		\$282.00
YSC	6		\$1,692.00
Safe Harbor	1		\$140.00
Skylonda CDF #58	1		\$282.00

Hospital & Clinics

Location Address	Elevators	Escalators	Monthly Pricing
Coastside Clinic	1		\$282.00
SSF Health Clinic	1		\$282.00
San Mateo Medical Center	9		\$3,384.00
Health Services Building	1		\$282.00
Serenity House	1		\$140.00
Mike Nevin Clinic	2		\$564.00
Cordilleras	2		\$1,128.00
Fair Oaks Health Clinic	2		\$564.00

Contractor full hourly rates for the County of San Mateo 2021-2024

LABOR BILLING RATES	MECHANIC	HELPER
Travel Time	\$397.00	\$277.00
Straight Time	\$397.00	\$277.00
Scheduled OT Maintenance	\$596.00	\$416.00
Mon-Sat After Hours (5:01 pm-7:59AM)	\$596.00	\$416.00
Sundays	\$794.00	\$554.00
Holidays	\$794.00	\$554.00

Contractor shall price parts for work/repairs excluded from the basic scope of work at contractor's cost plus a maximum markup of 20%.