

**ADDENDUM NUMBER FIVE
TO
NJPA MAINTENANCE AGREEMENT – CONTRACT #100516-TKE
FOR THE PROTECTION OF VERTICAL TRANSPORTATION EQUIPMENT**

This Addendum Number Five to NJPA Maintenance Agreement – Contract #100516-TKE (“Addendum”), is made and entered into as of June 30, 2020, by and between the CITY OF COSTA MESA, a municipal corporation (“Purchaser”), and THYSSENKRUPP ELEVATOR CORPORATION, a Delaware corporation (“Service Provider”).

A. WHEREAS, Purchaser and Service Provider entered into NJPA Maintenance Agreement—Contract #100516-TKE for the Protection of Vertical Transportation Equipment on July 1, 2017 (“Agreement”); and

B. WHEREAS, Purchaser and Service Provider amended certain terms of the Agreement through Addendum Number One; and

C. WHEREAS, Purchaser and Service Provider agreed upon replacement pricing for certain items through Addendum Number Two; and

D. WHEREAS, pursuant to the Agreement, as amended by Addendum Number One, the initial term of the Agreement is one (1) year, with the option to extend the Agreement for four (4) additional one (1) year periods upon mutual written agreement of the parties; and

E. WHEREAS, Purchaser and Service Provider extended the Agreement through June 30, 2019 through Addendum Number Three; and

F. WHEREAS, Purchaser and Service Provider extended the Agreement through June 30, 2020 through Addendum Number Four; and

G. WHEREAS, Purchaser and Service Provider now desire to extend the Agreement for one (1) additional year, through June 30, 2021; and

H. WHEREAS, Purchaser and Service Provider desire to set forth Service Provider’s monthly compensation during the extended period accordingly; and

I. WHEREAS, Purchaser and Service Provider intend and desire that this Addendum be effective retroactive to June 30, 2020.

NOW, THEREFORE, Purchaser and Service Provider agree as follows:

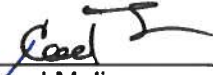
1. This Addendum shall be effective retroactive to June 30, 2020.
2. The Agreement shall be extended through June 30, 2021.
3. For the period commencing July 1, 2020 and ending June 30, 2021, Service Provider’s monthly compensation shall not exceed One Thousand Six Hundred Four Dollars and Seventy-Eight Cents (\$1,604.78).

4. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
5. All other terms and conditions of the Agreement not in conflict with this Addendum shall remain in full force and effect.
6. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by and through their respective authorized officers, as of the date first above written.

**CITY OF COSTA MESA
(PURCHASER)**



Carol Molina
Purchasing Officer

Date: March 3, 2021

**THYSSENKRUPP ELEVATOR CORPORATION
(SERVICE PROVIDER)**



Steven Ruge *Bayan Wilhelmer*
Sales Manager *Region President*

Date: 2-16-21



Mark Hintz
Vice President Contracts Department

Date: 2/25/21

ATTEST:

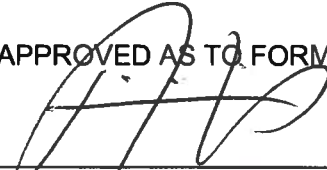


Brenda Green
City Clerk



Date: 3/18/2021


APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 3/18/21

APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management


Date: 3/14/21

DEPARTMENTAL APPROVAL:


Raja Sethuraman
Public Services Director

Date: 3-15-21

APPROVED AS TO PURCHASING:


Carol Molina
Finance Director

Date: March 3, 2021