

AGREEMENT

THIS AGREEMENT, entered into this _____ day of **June, 2003**, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "County", and **D & D, The Elevator Company**, a partnership, hereinafter called "Contractor",

WITNESSETH:

WHEREAS, County is the owner of various properties and leases other properties within the County of San Mateo; and

WHEREAS, County has called for **Section I. Health and Hospital Facilities** and **Section II. Other County Facilities** for the said County, for a period of two (2) years, with option to renew for an additional two years; and

WHEREAS, Contractor has submitted the lowest and best bid for such elevator maintenance services for **Section I. Health and Hospital Facilities**;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS AGREED** as follows:

1. The complete Contract consists of the following documents: Specifications for Providing Elevator Maintenance Services at Various County Facilities for the County of San Mateo; Form of Bid, Exhibits A, B, and C; Addendums 1 and 2; the accepted Form of Proposal of Contractor, dated December 14, 2003; and this Agreement including required Attachments submitted by Contractor and approved by the San Mateo County, Board of Supervisors. All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents comprising the complete Contract, are sometimes hereinafter referred to as the "Contract".

2. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by County, the Contractor agrees to furnish all materials and labor called for by the Contract for the entire work in strict conformity with the said specifications and Contract on file in the offices of the Director of Public Works of the County of San Mateo.

3. The County agrees to pay, and the Contractor agrees to receive and accept in full compensation for furnishing all materials, labor and equipment, and for doing all the work completed and embraced in the said contract the following sum as set forth: **Thirty-Seven Thousand, Four Hundred Fifty-Two Dollars and No/00 (\$37,452)** for the term of this agreement. The above sum includes an allowance of **\$3,405** to be used or not used at the discretion of the County for extra and emergent work not specifically covered in the contract specifications.

4. It is agreed that the term of this agreement, shall be two (2) years, commencing on July 1, 2003 for all services; provided that by mutual consent, the County and

Contractor may enter into an agreement for extension thereof for a period of an additional twenty-four months upon the same terms and conditions set forth in the Contract documents.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the year and date first above written.

D & D, THE ELEVATOR COMPANY

COUNTY OF SAN MATEO

By: _____

By: _____

Contractor's Signature.

Rose Jacobs Gibson, President
Board of Supervisors, County of San Mateo

Date: _____

Date: _____

ATTEST: _____

Date: _____

Clerk of the Board of Supervisors

AGREEMENT

THIS AGREEMENT, entered into this ____ day of June, 2003, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "County", and Kone, Inc. a corporation, hereinafter called "Contractor",

WITNESSETH:

WHEREAS, County is the owner of various properties and leases other properties within the County of San Mateo; and

WHEREAS, County has called for bids for Providing Elevator Maintenance Services at Various County Facilities (Sections I. Health and Hospital; and Section II. Other County Facilities) for the said County, for a period of two (2) years, with option to renew for an additional two years; and

WHEREAS, Contractor has submitted the lowest and best bid for such elevator maintenance services for Section II. Other County Facilities;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS AGREED as follows:

1. The complete Contract consists of the following documents: Specifications for Providing Elevator Maintenance Services at Various County Facilities for the County of San Mateo; Form of Bid, Exhibits A, B, and C; Addendums 1 and 2; the accepted Form of Proposal of Contractor; dated December 14, 2003; and this Agreement including required Attachments Contractor and approved by the San Mateo County, Board of Supervisors. All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents comprising the complete Contract, are sometimes hereinafter referred to as the "Contract".

2. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by County, the Contractor agrees to furnish all materials and labor called for by the Contract for the entire work in strict conformity with the said specifications and Contract on file in the offices of the Director of Public Works of the County of San Mateo.

3. The County agrees to pay, and the Contractor agrees to receive and accept in full compensation for furnishing all materials, labor and equipment, and for doing all the work completed and embraced in the said contract the following sum as set forth: **One Hundred Fifty-Eight Thousand, Four Hundred Dollars and No/00 (\$158,400)** for the term of this agreement. The above sum includes an allowance of **\$14,400** to be used or not used at the discretion of the County for extra and emergent work not specifically covered in the contract specifications.

4. It is agreed that the term of this agreement, shall be two (2) years, commencing on July 1, 2003 for all services with the exception of County Office Building

(COB2) (3 Elevators), services for County Office Building (COB2) (3 Elevators) shall be for one year and 11 months, commencing on August 1, 2003; provided that by mutual consent, the County and Contractor may enter into an agreement for extension thereof for a period of an additional twenty-four months upon the same terms and conditions set forth in the Contract documents.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the year and date first above written.

KONE, INC.

COUNTY OF SAN MATEO

By: _____

By: _____

Contractor's Signature.

Rose Jacobs Gibson, President
Board of Supervisors, County of San Mateo

Date: _____

Date: _____

ATTEST: _____

Date: _____

Clerk of the Board of Supervisors