

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

This Addendum Number Four to NJPA Maintenance Agreement – Contract #100516-TKE (“Addendum”), is made and entered into this 30th day of June, 2019, 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 now desire to extend the Agreement for one (1) additional year, through June 30, 2020; and

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

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

1. The Agreement shall be extended through June 30, 2020.
2. For the period commencing July 1, 2019 and ending June 30, 2020, Service Provider’s monthly compensation shall not exceed One Thousand Six Hundred Four Dollars and Seventy-Eight Cents (\$1,604.78).
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
4. All other terms and conditions of the Agreement not in conflict with this Addendum shall remain in full force and effect.

[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)**

Lori Ann Farrell Harrison Date: 9/25/19
~~Tamara Letourneau~~ Lori Ann Farrell Harrison
Acting City Manager

**THYSSENKRUPP ELEVATOR CORPORATION
(SERVICE PROVIDER)**

Steven Ruge Date: 7/25/19
Sales Manager

Mark Hintz Date: 7/29/19
Vice President Contracts Department

ATTEST:

Brenda Green Date: 9/27/19
Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow Date: 7/25/19
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

Ruth Wang Date: 9/23/19
Ruth Wang
Risk Management

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Raja Sethuraman
Public Services Director

Date: 9-23-19

APPROVED AS TO PURCHASING:

Kelly Telford
Kelly Telford
Finance Director

Date: 9/19/19

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		THYSSENKRUPP ELEVATOR CORPORATION	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The City of Costa Mesa and its elected and appointed boards, officers, agents & employees.
The Additional Insured(s) listed above is/are added as Additional Insured(s) with respect to Automobile and General Liability policies, but only to the extent required by written contract and only to the extent that coverage is afforded under these policies.

Waiver of Transfer of Rights of Recovery Against Others/Waiver of Subrogation applies with respect to General Liability and/or Workers' Compensation and/or Automobile Liability policies where required by written contract and only to the extent that coverage is afforded under these policies.

The insurance shall be primary and non-contributory with respect to the Additional Insured where required by written contract.

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**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured ThyssenKrupp Elevator Corporation			Endorsement Number 1
Policy Symbol ISA	Policy Number H25268799	Policy Period 10/01/2018 TO 10/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

Policy Number
GLD1257405

ENDORSEMENT
HDI Global Insurance Company

Named Insured THYSSENKRUPP ELEVATOR

Effective Date: 10-01-18
12:01 A.M., Standard Time

Agent Name WILLIS OF ILLINOIS
Agent No. P02115018

This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED ENDORSEMENT
BLANKET AUTOMATIC - WHERE REQUIRED BY CONTRACT

SECTION II - WHO IS AN INSURED - IS AMENDED BY ADDING THE FOLLOWING PARAGRAPH:

4. ANY PERSON, FIRM, CORPORATION OR GOVERNMENT BODY FOR WHOM YOU ARE OBLIGATED BY VIRTUE OF A WRITTEN CONTRACT OR AGREEMENT ENTERED INTO WITH RESPECT TO YOUR OPERATIONS, TO AFFORD COVERAGE SUCH AS PROVIDED BY THIS POLICY.

THE COVERAGE PROVIDED FOR ANY SUCH ADDITIONAL INSURED IS EXPRESSLY LIMITED TO APPLY ONLY TO LIABILITY ARISING OUT OF OPERATIONS CONDUCTED BY OR FOR YOU UNDER THE WRITTEN CONTRACT OR AGREEMENT AND THEN ONLY TO THE EXTENT REQUIRED BY SUCH WRITTEN AGREEMENT. NO COVERAGE IS PROVIDED FOR ANY ADDITIONAL INSURED FOR THE LIABILITY WHICH ARISES IN ANY MANNER, DIRECTLY OR INDIRECTLY, OTHER THAN FROM OPERATIONS CONDUCTED BY OR FOR YOU.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured ThyssenKrupp Elevator Corporation			Endorsement Number 2
Policy Symbol ISA	Policy Number H25268799	Policy Period 10/01/2018 TO 10/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

POLICY NUMBER: GLD1257405

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION AS REQUIRED BY A WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Policy Number
GLD1257405

ENDORSEMENT
HDI Global Insurance Company

Named Insured THYSSENKRUPP ELEVATOR

Effective Date: 10-01-18
12:01 A.M., Standard Time

Agent Name WILLIS OF ILLINOIS
Agent No. P02115018

This Endorsement Changes The Policy. Please Read It Carefully.

PRIMARY AND NONCONTRIBUTING INSURANCE

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, PARAGRAPH 4.
OTHER INSURANCE, SUBPARAGRAPH A. PRIMARY INSURANCE, IS AMENDED BY THE
ADDITION OF THE FOLLOWING:

NOTWITHSTANDING ANY OTHER PROVISION OF THE POLICY TO THE CONTRARY,
WHERE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH YOU, THE
INSURANCE AFFORDED BY THIS POLICY FOR THE BENEFIT OF THE ADDITIONAL
INSURED SHALL BE PRIMARY INSURANCE, AND ANY INSURANCE THAT LISTS THE
ADDITIONAL INSURED AS THE NAMED INSURED, MAINTAINED BY THE ADDITIONAL
INSURED SHALL BE NON-CONTRIBUTING. THE COVERAGE PROVIDED FOR ANY SUCH
ADDITIONAL INSURED IS EXPRESSLY LIMITED TO APPLY ONLY TO LIABILITY
ARISING OUT OF OPERATIONS CONDUCTED BY OR FOR YOU UNDER THE WRITTEN
CONTRACT OR AGREEMENT AND THEN ONLY TO THE EXTENT REQUIRED BY SUCH
WRITTEN CONTRACT OR AGREEMENT. NO COVERAGE IS PROVIDED FOR ANY
ADDITIONAL INSURED FOR THE LIABILITY WHICH ARISES IN ANY MANNER,
DIRECTLY OR INDIRECTLY, OTHER THAN FROM OPERATIONS CONDUCTED BY OR
FOR YOU
ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.