



PARKWORKS

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CA Contractor's License B996703

Contra Costa ADR Scheduled Maintenance & Extended Warranty

This scheduled maintenance and extended warranty contract is in regard to the (70) platforms of the mechanical parking system at 650 Pine St. Martinez, CA 94553.

In this document, all references to the system refer to the following:

- Parkworks Mechanical Parking System (MPS)

Scheduled Maintenance

Scheduled maintenance refers to the preventative maintenance carried out during a 10 year period. Maintenance will be performed two times per year. Parkworks will provide the operations team with advance notice, generally one week in advance.

Scope of Scheduled Maintenance

To keep the machinery operating safely and optimally, scheduled maintenance covers the following: cleaning, inspection, adjustments, lubrication, fluid replacement, torque fasteners, checking function of safety systems and adjusting as needed, and interviewing users to highlight any issues. Prior to our arriving on site, we will notify building maintenance staff. In addition, we will log the service details after the visit.

Scope of Extended Warranty

Parkworks warrants all parts sold by Parkworks against defects in materials or workmanship for the term of the warranty contract, beginning at the date of installation. Warranty on parts replaced during the warranty period will remain in effect for the duration of the warranty.

To obtain service under this warranty, the system must be serviced to factory standards. Parkworks will repair or replace said part(s) or accessories covered by this warranty free of charge for parts, labor, and tax.

Excluded from Factory Warranty:

- Damage to the system, direct and consequential, due to user accidents and/or misuse
- Damage to the system due to external factors such as earthquakes, fires, flooding, or other force majeure events.
- Damage to the system caused by others or as a result of any hostile action against the building or the mechanical parking system.

- Failures of the electrical power supply and any damage resulting therefrom.
- Damages caused by acute or chronic operator misuse.
- Damage to surface finishes.
- Service calls for problems not related to a system problem or for problems due to operator error (these service calls will be billed for).

User Error Visits

User Error Visits refers to any visit to the MPS because of operator error or user accidents/misuse (see below for examples of user error examples).

Examples of User Error:

- Damage to the system, direct and consequential, due to user accidents and/or misuse
- Damage to the system due to external factors such as earthquakes, fires, flooding, or other force majeure events.
- Damage to the system caused by others or as a result of any hostile action against the building or the automated parking system as captured on camera.
- Failures of the electrical power supply and any damage resulting therefrom.
- Damages caused by acute or chronic operator misuse.
- Damage to surface finishes.
- Service calls for problems not related to a system problem or for problems due to operator error.

If we are dispatched for these visits, ownership will be billed at the following rates:

Payment for these visits is due within 30 days of their being invoiced.

	<i>Rate Schedule A: Monday-Friday 8am-5pm</i>	<i>Rate Schedule B: All times outside of Rate Schedule A or Holidays</i>
<i>Minimum Visit Cost</i>	<i>\$600</i>	<i>\$900</i>
<i>Hourly Rate – after 2 hour minimum (assumes 2 technicians)</i>	<i>\$300</i>	<i>\$450</i>

Phone & On-Site Support

Phone and on-site support is available from 6 am to 10 pm daily.

Teleservice

Parkworks will have a remote monitoring software that will allow limited operation of the system. This can be used to address incidents remotely, when possible, to reduce system downtime. Teleservice is available 6 am to 10 pm daily.

Response Time Guarantee

We guarantee a response time of 4 hours during business hours. After business hours, we guarantee a response time of 6 hours.

Cost of Service Maintenance and Extended Warranty Contract

Year	Cost
Year 1	\$25,200
Year 2	\$25,956
Year 3	\$33,600
Year 4	\$34,608
Year 5	\$35,646
Year 6	\$36,715
Year 7	\$37,817
Year 8	\$38,951
Year 9	\$40,120
Year 10	\$41,323

This contract is subject to rolling renewals at 10 year terms at the owner's option. The increase in price for the next 10 year renewal term will be tied to the average of the last 10 years of CPI.

These service charges are inclusive of any teleservice or operating costs for the MPS.

Payment Schedule

<i>Payment Schedule for Service Maintenance and Factory Warranty Contract</i>
50% of cost due at signing/ start of year
50% due at end of 2nd quarter