



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 12/03/2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

KONE Inc. (Headquarters: Lisle, IL)

***Project Title/Description:**

Elevator Maintenance & Repair

***Purpose:**

Award: Master Agreement No. MA-PO-20-067. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$350,000.00 and includes four (4) one-year renewal options. Administering Department: Facilities Management.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.24.010, Cooperative procurement authorized, for Requisition No. 20-012, the Procurement Director approved the use of Omnia Partners Contract No. EV2516, which was awarded through competitive procedures reasonable similar to those set forth by Pima County Procurement Code.

PRCUID: 347489

Attachment: Master Agreement.

***Program Goals/Predicted Outcomes:**

Provide needed service and repair for County elevators.

***Public Benefit:**

This will ensure safety and health standards are maintained at all affected County sites.

***Metrics Available to Measure Performance:**

Decrease in number of elevators down for repair.

***Retroactive:**

No.

To: COB 11/7/2019 (1)

Ver: 1

pgs: 19

Contract / Award InformationDocument Type: MA Department Code: PO Contract Number (i.e., 15-123): 20-067Effective Date: 12/16/2019 Termination Date: 12/15/2020 Prior Contract Number (Synergen/CMS): _____☒ Expense Amount: \$ 350,000.00 ☐ Revenue Amount: \$ _____***Funding Source(s) required:** General FundFunding from General Fund? ☒ Yes ☐ No If Yes \$ 350,000.00 % 100Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No**If Yes, is the Contract to a vendor or subrecipient?** _____Were insurance or indemnity clauses modified? ☐ Yes ☒ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☒ No*If Yes, attach the required form per Administrative Procedure 22-10.***Amendment / Revised Award Information**

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____Is there revenue included? ☐ Yes ☐ No If Yes \$ _____***Funding Source(s) required:** _____Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____***All Funding Source(s) required:** _____***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____Contact: Meagan Lynch, Procurement Officer 11/4/19Department: Procurement 11/5/19 Telephone: 724-9071Department Director Signature/Date: [Signature] 11/5/19

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. D. [Signature] 11/5/19

(Required for Board Agenda/Addendum Items)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2000000000000000067

MA Version: 1

Page: 1 of 2

Description: Elevator Maintenance & Repair

| | | | | | | | |
|----------------------------|------------------------------------|---|-----------------------------|-------------|--------------|--------------|--------|
| I S S U E R | Pima County Procurement Department | T E R M S | Initiation Date: 12-16-2019 | | | | |
| | 130 W. Congress St. 3rd Fl | | Expiration Date: 12-15-2020 | | | | |
| | Tucson AZ 85701 | | | | | | |
| | Issued By: MEAGAN LYNCH | | | | | | |
| | Phone: 5207249071 | | | | | | |
| | Email: Meagan.Lynch@pima.gov | | | | | | |
| | | <table border="1"><tr><td>NTE Amount:</td><td>\$350,000.00</td></tr><tr><td>Used Amount:</td><td>\$0.00</td></tr></table> | | NTE Amount: | \$350,000.00 | Used Amount: | \$0.00 |
| NTE Amount: | \$350,000.00 | | | | | | |
| Used Amount: | \$0.00 | | | | | | |

| | | |
|----------------------------|--------------------|---------------------------|
| V E N D O R | KONE INC | Contact: Sammy D Goe |
| | 4639 S 36th Street | Phone: 623-434-3599 |
| | Phoenix AZ 85040 | Email: sammy.goe@kone.com |
| | | Terms: 0.00 % |
| | | Days: 30 |
| | | |

| | |
|---|---------------------------|
| Shipping Method: | Vendor Method |
| Delivery Type: | |
| FOB: | FOB Dest, Freight Prepaid |
| Modification Reason This Master Agreement is for an initial term of one (1) year in the annual award amount of \$350,000.00 and includes four (4) one-year renewal options. Attachment: Cooperative Procurement Agreement. | |

This Master Agreement incorporates the attached documents, and by reference all Instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 20000000000000000067

MA Version: 1

Page: 2 of 2

Line Description

| Line | Description | UOM | Unit Price | Stock Code | VPN | MPN |
|------|--|-----|------------|------------|-----|-----|
| 1 | Elevator Maintenance & Repair- Per month Discount 0.0000 % | EA | \$0.00 | | | |

Pima County Procurement Department
Administering Department: Facilities Management

Project: Elevator Maintenance & Repair

Contractor: KONE Inc.
4639 S. 36th Street
Phoenix, AZ 85040

Amount: \$350,000.00

Contract No.: MA-PO-20-067

Funding: General Funds

COOPERATIVE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a political subdivision of the State of Arizona ("County"), and KONE Inc. ("Contractor")
- 1.2. Authority. Pima County is authorized by Pima County Code § 11.24.010 and A.R.S. § 41-2632 to enter into cooperative purchasing arrangements. Pima County has entered into such an agreement with Omnia Partners.
- 1.3. Contract.
 - 1.3.1. City of Kansas City, the Lead Omnia Partners entity, entered into a contract No. EV2516 for specified goods and services with KONE Inc., an elevator and escalator servicing company ("Contractor"), which is currently in effect (the "Omnia Partners Contract"). The Omnia Partners Contract is incorporated into this by reference.
 - 1.3.2. Attachment A- RFP EV2516 section 1, of the Omnia Partners Contract provides that another governmental entity with which Omnia Partners has a cooperative purchasing agreement may, with Contractor's approval, purchase products and services at the same prices and under the same terms as in the Omnia Partners Contract.
- 1.4. Purpose. The Pima County Facilities Management Department requires elevator maintenance and repair services to ensure the safety of the public.

2. Term.

- 2.1. Original Term. This Contract is effective for a one-year period commencing on December 16, 2019 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Options.
- 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option").

3. **Scope of Services.** Contractor agrees to furnish Pima County the goods and/or services ("Goods & Services") described in Exhibit A: Pima County Special Requirements (6 pages) to this Contract, at the prices set forth on Exhibit B: Unit Prices (4 pages), under the terms and conditions of the Omnia Partners Contract as modified by this Contract. The terms and conditions set forth in this Contract control over any inconsistent provisions in the Omnia Partners Contract.
4. **Not-to-Exceed Amount.** Purchases under this Contract by the County may not exceed \$350,000.00 (the "NTE Amount").
5. **Indemnification Clause.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
6. **Insurance Requirements.** Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
 - 6.1. Insurance Coverages and Limits: Contractor will procure and maintain, until all of its obligations have been discharged, coverage with liability limits not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.
 - 6.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations.
 - 6.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.
 - 6.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for

employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.

6.2. Additional Coverage Requirements:

- 6.2.1. **Claims Made Coverage:** If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 6.2.2. **Additional Insured Endorsement:** The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 6.2.3. **Subrogation Endorsement:** The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 6.2.4. **Primary Insurance Endorsement:** The Required Insurance policies must stipulate that they are primary and that any insurance carried by Pima County, its agents, officials, employees or Pima County is excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR).
- 6.3. **Subcontractors:** Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 6.4. **Notice of Cancellation:** Contractor must notify Pima County, within two (2) business days of Contractor's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.
 - 6.4.1 **Verification of Coverage:**
 - 6.4.1.1 Contractor must furnish Pima County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
 - 6.4.1.2 County may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement.

6.4.1.3 Contractor must provide the certificates to Pima County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.

6.4.1.4 All insurance certificates must be sent directly to the appropriate County Department.

6.5. Approval and Modifications: The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager, and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
8. **Compliance with Laws.** Contractor will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that any subcontractors will be appropriately licensed. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
9. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
10. **Non-Appropriation of Funds.** Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
11. **Public Information.** Pursuant to A.R.S. § 39-121 et seq. all documents submitted to County by Contractor, including but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will

notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

12. Legal Arizona Workers Act Compliance.

- 12.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 12.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 12.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 12.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract." CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

13. **Written Orders.** County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

If an order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the NTE Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

14. **Amendments.** The County may extend or revise this Contract by notifying Contractor in writing of the change, which notice will be in the form of a revised "Master Agreement." If Contractor does not object in writing to the proposed changes within ten (10) calendar days after receipt of the notice, Contractor will be deemed to have accepted the changes, and the revision will be binding on the parties, effective as of the date the notice was issued. If Contractor objects to one or more of the changes, then the proposed changes will be deemed to be ineffective.

15. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

16. **Invoice Submittal.** Invoices are to be sent to:

Pima County Finance & Risk Management- Accounts Payable
P.O. Box 791
Tucson AZ, 85701

17. **Notices.** Notices regarding this Agreement should be addressed to:

Meagan Lynch, Procurement Officer
Pima County Procurement
130 W Congress St, 3rd Floor
Tucson, AZ 85701
Meagan.lynch@pima.gov

(The remainder of page is left blank intentionally)

IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

APPROVED:

Chairman, Board of Supervisors

Date: _____

KONE Inc.



Authorized Officer Signature

Sammy Goe
Manager - Arizona
KONE Inc.

Printed Name and Title

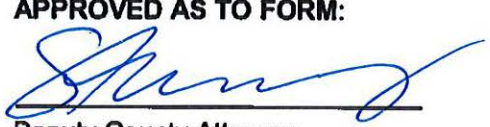
Date: 10/31/2019

ATTEST:

Clerk of the Board

Date: _____

APPROVED AS TO FORM:



Deputy County Attorney
STACEY ROSEBERRY

11/1/19

Date

Exhibit A - Pima County Special Requirements (6 pages)

PROPOSED SCOPE OF WORK:

1.01 SPECIFICATIONS INTENT

- A. Pro-Active Preventative Maintenance for the equipment covered by this Contract to facilitate the following:
 - 1. Consistent safe operation of equipment
 - 2. Maximum operational performance of equipment
 - 3. Maximum beneficial usage of equipment
 - 4. Maximum life cycle of equipment
- B. CONTRACTOR expressly acknowledges that COUNTY is relying on CONTRACTOR'S professional expertise in performance of Services to achieve and maintain Specifications intent.
- C. For clarification, elevators, escalators, moving walks, etc. may be referred to as "units" or "equipment" in this Specification.
- D. Modernization is not included under this Contract.

SPECIFICATIONS TERM

1.02

- A. Ongoing construction, modernization and existing contractual agreements for existing equipment, dictates that certain equipment will be added or deleted, to this agreement. Contractor and County shall mutually agree upon and shall set forth the itemized maintenance cost per unit, per month in the appropriate location provided in Exhibit B.

1.03 CONTRACTOR SERVICES

- A. Services shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, applicable taxes, and all other work and materials expressly required under this Specifications or reasonably inferred whether or not expressly stated herein.
- B. Coordinate and follow the directives of COUNTY with respect to scheduling Services and any deliveries hereunder or at time or times further specified in other provisions of the Specifications.
- C. Services shall be performed as follows:
 - 1. In conformance with all provisions of the Specification.
 - 2. In conformance with all legal statutes and Code requirements.
 - 3. In conformance with all applicable original equipment manufacturer's specification.
 - 4. In conformance with COUNTY'S rules, policies, regulations, and requirements for work at the Property, as modified and supplemented during term of this Specifications.
 - 5. In conformance with COUNTY'S requirements for cleanup using containers supplied by CONTRACTOR.
 - 6. To COUNTY'S satisfaction.
 - 7. By qualified, careful and efficient employees in conformity with best industry practices.
 - 8. Diligently and in a first class, complete and workmanlike manner, free of defect or deficiency.
 - 9. In such manner as to minimize any annoyance, interference, or disruption to occupants of Property and their invitees.
- D. Materials: The term "materials" shall include all tangible property, whether designated as materials, goods, parts, or otherwise. All such materials shall be:
 - 1. New.
 - 2. Best quality and suitable for their intended uses.
 - 3. Obtained from or recommended by original manufacturer(s) of equipment for replacement or repair, including parts redesigned by and recommended as replacement parts by the original equipment manufacturer(s). Equivalent parts may be used if approved by COUNTY in writing.
 - 4. Parts requiring repair shall be rebuilt to "like new" condition. In the event, parts are obsolete and cannot be secured or made to a "like new" condition KONE will provide a cost proposal to the County to upgrade the equipment.
 - 5. All lubricants shall be suitable for purpose intended and shall meet or exceed minimum requirements specified by original equipment manufacturer of equipment to which the lubricant is applied.
 - 6. All materials delivered and stored at the Property which are intended to become part of the completed Services shall pass to COUNTY upon installation.

7. Provide metal cabinets of suitable size for storage of materials in each machine room. No open storage of materials shall be permitted. CONTRACTOR shall stock cabinets with adequate renewal parts and lubricants to maximize beneficial usage of equipment covered by this Specification.
 8. Lubricants, cleaning fluids and all combustible liquids shall be stored in a metal cabinet in machine room and shall be disposed of in accordance with Federal or local jurisdiction guidelines. A metal can with lid shall be provided in each machine room for temporary storage of oily rags.
 9. Proration of equipment or materials shall not be allowed.
 10. Consideration shall be given in regard to obsolescence of systems, materials or parts only when both the original equipment manufacturer(s) and after-market elevator industry suppliers no longer manufacture required materials or parts.
- E. No parts or equipment required by Services may be removed from the Property without written approval of COUNTY. This does not include renewal parts stocked on site by CONTRACTOR, which shall remain CONTRACTOR'S sole property until installed on the equipment. Expeditiously replenish parts/materials as utilized.
 - F. Initiate, maintain, and supervise all safety precautions and programs in connection with Services and comply with all applicable safety laws. Take all reasonable precautions for safety of COUNTY, COUNTY'S tenants, COUNTY'S employees, CONTRACTOR'S employees, and other persons on or about Property.
 - G. Repair, to satisfaction of COUNTY, any damage to the Property and adjacent areas caused by CONTRACTOR'S performance of Services.

1.04 EMPLOYEES

- A. This Specifications is not one of agency, partnership, master-servant, or joint employer, but one with CONTRACTOR engaged in the business of providing Services hereunder as an independent CONTRACTOR. CONTRACTOR shall have sole responsibility for means, methods techniques, procedures, and safety precautions in connection with performance of Services.
- B. CONTRACTOR shall be responsible for the supervision and execution of Services by its employees.
- C. CONTRACTOR shall employ a sufficient number of trained and capable employees to properly, adequately, safely, and promptly provide Services. All matters pertaining to employment, training, supervision, compensation, promotion and discharge of CONTRACTOR'S employees are the responsibility of the CONTRACTOR, who is in all respects, the employer and COUNTY shall have no liability with respect thereto.
- D. CONTRACTOR agrees each of its employees is properly qualified and will use reasonable care in the performance of Services. If COUNTY, in COUNTY'S sole opinion, determines, for any reason, that the qualifications, actions or conduct of any particular CONTRACTOR employees has violated this Specifications by performing unsatisfactory Services, interfering with operation of Property, bothering or annoying any occupants, other Contractors or SUB-CONTRACTORS then at Property, or that such actions or conduct is otherwise detrimental to COUNTY, then upon receipt of COUNTY'S written notice, CONTRACTOR shall immediately provide qualified replacement person(s).
- E. CONTRACTOR shall not engage any SUB-CONTRACTORS or other parties to perform Services unless first approved in writing by COUNTY. COUNTY'S acceptance of SUB-CONTRACTORS or other parties shall not relieve, release or affect in any manner any of CONTRACTOR'S duties, liabilities or obligations hereunder, and CONTRACTOR shall at all times be and remain fully liable hereunder.

1.05 CONTRACTORS HOURS AND MANNER OF WORK

- A. Services, except as otherwise noted under this Specifications, including unlimited emergency callback service, shall be performed during regular hours of regular working days of the Elevator Trade Monday through Friday. Provide overtime callback service (after hours, weekends, and holidays) at no additional cost under the following conditions.
 1. Passenger entrapments.
 2. Elevator group control system malfunctions.
 3. Two (2) or more elevators out of service in any elevator group.
- B. Response time for callback service:
 1. During the hours identified in Item 1.05, A., CONTRACTOR shall arrive at Property within sixty (60) minutes from time of notification of equipment problem or failure by COUNTY.
 2. During the hours identified in item 1.05, A., CONTRACTOR shall arrive at Property in response to passenger entrapment calls within thirty (30) minutes from time of notification by COUNTY.
 3. After hours, CONTRACTOR shall respond to callback service within 60 minutes from the time of notification by COUNTY.

4. COUNTY, at its sole discretion, may reduce monthly Specifications amount by \$300/occurrence for CONTRACTOR'S repeated failure to meet callback response time.
- C. Callback is defined as any request for service or assistance by COUNTY or COUNTY'S representative when any unit is not available for beneficial usage due to equipment shutdown or malfunction.
- D. If a unit is shut down due to equipment failure for more than seventy-two (72) continuous hours, maintenance billing for that unit shall be suspended until unit is restored to beneficial usage, excluding scheduled equipment repairs. Billing to be adjusted on a daily basis without hourly pro-rata for partial day out-of-service.
- E. Removal of units from beneficial usage to facilitate Services shall be coordinated with and approved by the COUNTY, unless removal is necessitated for emergency repair or adjustment. COUNTY agrees to permit CONTRACTOR to remove units from service for a reasonable time during hours identified in Item 1.05. A., to perform Services.
- F. Due to the nature of some county facilities, operating on a seven/twenty-four schedule, the contractor awarded this bid shall make available to the County maintenance, minor adjustment callback, and repair services 365 days per year, 24 hours per day at no additional cost to the COUNTY. Those facilities are: Sheriff's Main Jail and Superior Court.

1.06 CONTRACTOR'S EXECUTION OF SERVICES

- A. Regularly and systematically examine, clean, lubricate, adjust, and as conditions warrant, repair or replace all vertical transportation equipment covered under this Specifications. Consistently maintain machine room(s), hoistway(s), pit(s), car top(s) and equipment in or on these areas in a clean condition.
- B. Check and adjust individual and/or elevator group operational system(s), make adjustments and/or repairs, at planned intervals to ensure all control circuits and time settings are properly adjusted to minimize system response time to registered car and hall calls and maximize car and/or group operational performance.
- C. Lubricate equipment at intervals recommended by original equipment Manufacturer, or as dictated by equipment use or adverse environmental conditions.
- D. Paint equipment at intervals to maintain a consistent professional appearance, prevent rusting, and preserve the equipment. Floors in machine room(s), machinery space(s), and pit(s) shall be painted "deck gray". All paint shall be suitable for the purpose intended, of high quality, and shall not emit noxious odors while curing. Schedule all painting procedures with COUNTY.
- E. Provide replacement lamps to maintain adequate lighting in elevator machine room, secondary sheave level(s), overhead sheave space(s) and pit(s).
- F. Repair damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment.
- G. When as a result of examination or testing of the equipment, CONTRACTOR identifies corrective action is required. CONTRACTOR shall proceed expeditiously to make required repairs, replacements, and adjustments. If CONTRACTOR believes such work is not CONTRACTOR'S responsibility, a written report signed by CONTRACTOR shall be delivered to COUNTY for further action. In the event of a safety or potential safety situation, in which case, CONTRACTOR shall shut down the equipment and expeditiously present the situation to the COUNTY for approval to proceed with repairs.
- H. Services shall be all inclusive with following COUNTY installed exclusions only:
 1. Installation of new attachments or performance of newly mandated tests recommended or directed by inspecting entities; insurance companies, and federal, state or municipal governmental authorities subsequent to the date of the Specifications. In the event of new or retroactive requirements, required by such Authorities, CONTRACTOR shall provide written notice and proposal to COUNTY within ten (10) working days of effective date.
 2. Callbacks, repairs, modifications, adjustments or replacements required due to negligence, vandalism, accident or misuse of the equipment by anyone other than the CONTRACTOR, its employees, SUB-CONTRACTORS, servants or agents, or other causes beyond the CONTRACTOR'S control except ordinary wear.
 3. Repair or replacement of Property items, such as hoistway or machine room walls, floors, car interior finishes, car finish floor material, hoistway entrance frames, car and alarm initiating devices. Exception, see Item 1.06, F.
 4. Mainline and auxiliary disconnecting means, fuses and electrical feeders to equipment control panel(s) in machine rooms.
 5. Lamps for normal car illumination.
 6. Failure or fluctuations of property electric power, air conditioning or humidity control.
 7. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
 8. COUNTY loading unit in excess of its rated car capacity or load classification.

9. Audio and visual devices not directly related to the elevator equipment.
10. Shrinkage, settlement or movement of building.
11. Underground hydraulic piping and cylinders.

Above exclusions shall apply except to the extent that they arise out of or are caused by the negligence, breach of contract, or breach of statutory duty of the CONTRACTOR, his employees, agents, SUB-CONTRACTORS, or others for whom he is responsible.

1.07 CONTRACTOR COMPLIANCE WITH LAWS

- A. CONTRACTOR agrees to comply with all existing laws, codes, rules and regulations set forth by appropriate authorities having jurisdiction in location where Services are performed. In the event of differing testing requirements between Specifications requirements and local codes or ordinances, the more stringent requirement shall prevail.
- B. Schedule, coordinate and complete statutory and other equipment tests including, but not limited to;
 1. Annual no load slow speed test of car and counter weight safeties, governors and buffers.
 2. 5-year, full load, full speed test of car and counterweight safeties, governors and buffers.
 3. Monthly Firefighters' service operational tests.
 4. Annual pressure relief tests on hydraulic elevators.
 5. Monthly operational tests: battery pack car emergency lighting, monthly car emergency communication device and battery pack car lowering devices.
- C. Provide COUNTY with a minimum of five (5) working days prior notification of tests so that a Representative of the COUNTY may witness all tests. Submit written reports to COUNTY within ten (10) working days of completion of tests, confirming findings including corrective action(s) required and taken. Affix and maintain governmental jurisdiction number designation(s) on all unit equipment in the machine room(s) and pit(s) including hoist machine, pump unit, controller, car crosshead, electrical disconnect switch(es), buffer(s), etc.
- D. Affix metal tags to the tested devices and provide COUNTY with written documentation clearly indicating the type of test, date of test, CONTRACTOR performing test, and applicable Code rule.
- E. CONTRACTOR'S failure to execute statutory tests mandated by either national Codes or local jurisdictions or regulations within 30 calendar days of required time constraint shall subject CONTRACTOR to a \$100.00 per calendar day penalty on each unit or each infraction beginning on the 30th day subsequent to the required date and continuing until COUNTY receives written notification from CONTRACTOR of completion of required test. Statutory tests include, but are not limited to, Items 1.07, B., 1-5. CONTRACTOR shall schedule said tests in the presence of local enforcing authority and/or persons designated by COUNTY. Scheduling difficulties shall not exempt CONTRACTOR from performing tests in compliance with applicable Code or regulatory requirements.

1.08 SPECIAL CONDITIONS

- A. Upon arrival and departure from property, all CONTRACTOR employees shall report to designated property personnel (location) and manually sign a log book indicating name of person, time of arrival, purpose of visit, i.e. callback, preventive maintenance, scheduled repair, Supervisor's inspection, etc., a brief description of work accomplished, including car and/or group designation, and time of departure. Manual log provided by COUNTY.
- B. Conspicuously post Preventive Maintenance Schedule and work log in each machine room. Alternately, collect preventive maintenance history and testing logs electronically within unit computer control system. Data shall be accessible by COUNTY via manual log or web access and hard copy printout at all times.
- C. Maintain COUNTY'S complete set of straight line wiring diagrams in good condition. Drawings shall be consistently updated and properly noted with "as built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement or equipment upgrades made by CONTRACTOR during Specifications term. COUNTY shall be allowed to reproduce these "as built" drawings and retain sole possession of these drawings in event Specifications is cancelled. If Specifications is cancelled, COUNTY will withhold final payment due CONTRACTOR until all as built/as modified set(s) of wiring diagrams are delivered to COUNTY.
- D. Equipment manufacturer's electronic diagnostic devices required to facilitate services, including fixed and hand held devices, shall be maintained and upgraded by CONTRACTOR during the term of the Specifications.
- E. Local or National inspection fees in regard to operation of equipment covered by this Specifications, shall be paid by the COUNTY. Fees for re-inspection due to CONTRACTOR'S failure to expeditiously eliminate deficiencies covered by Services shall be paid by CONTRACTOR.

- F. COUNTY may provide information to enable CONTRACTOR to render Services hereunder, or CONTRACTOR may learn information about Property or develop such information from COUNTY. CONTRACTOR agrees:
1. To treat, and to obligate CONTRACTOR'S employees, SUB-CONTRACTORS and suppliers to treat as confidential all such information whether or not identified by COUNTY as confidential.
 2. Not to disclose any such information or make available any reports, recommendations and/or conclusions which CONTRACTOR may make on behalf of COUNTY to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining COUNTY'S written approval, except to the extent necessary in connection with performing Services or when required by law.
 3. CONTRACTOR shall not, in the course of performance of this Specifications, or thereafter, use or permit the use of COUNTY'S name or the name of any affiliate or COUNTY, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other materials prepared by or on behalf of CONTRACTOR without the prior written approval of COUNTY.

1.09 EQUIPMENT PERFORMANCE REQUIREMENTS

- A. Equipment listing, type, and individual car performance requirements are covered under Exhibit C of the Specification. Equipment performance requirements indicated are the minimum standard, and are not the sole criteria for judging CONTRACTOR'S performance. Consistent failure to meet performance requirements shall be grounds for cancellation of this Specification.
- B. CONTRACTOR shall maintain a quiet and comfortable car ride with smooth acceleration, deceleration and accurate stop. Door operation shall be smooth and quiet.

1.10 EQUIPMENT USAGE CRITERIA

- A. Mean Time Between Callbacks (MTBCB Penalty): NEW AND MODERNIZED EQUIPMENT. SEE **ON EQUIPMENT PORTFOLIO ATTACHED
 1. Average MTBCB shall not be less than 60 days for all units covered by this Specification. If average MTBCB on all covered units falls below 60 days, a lump sum penalty of \$75/unit shall be deducted from the contract amount due CONTRACTOR and for each subsequent month in which MTBCB is not achieved.
 2. The minimum allowable MTBCB rate shall be 36 days for any individual unit within a property. Penalty for units less than 36 days, \$400.00 per occurrence.
 3. MTBCB applies immediately to units CONTRACTOR had under contract prior to the effective date of the Specifications and after 180 days for those units not under contract prior to the Specification.
- B. Penalty: CONTRACTOR'S failure to meet MTBCB for specific group of elevators or individual unit availability provision for two (2) consecutive three-month periods, shall trigger an automatic maintenance audit by COUNTY'S Elevator Consultant on the non-qualifying elevator group. CONTRACTOR agrees to expeditiously take corrective action in regard to identified deficiencies. Further, CONTRACTOR acknowledges COUNTY'S right to deduct cost of said audit from amount due CONTRACTOR.
- C. If this Specification is renewed beyond its initial term, the penalty provisions shall continue as specified.

1.11 COUNTY'S RIGHT TO AUDIT SERVICES

- A. COUNTY reserves the right to make, or cause to be made, such audits and tests whenever necessary to ascertain that Services are being fulfilled. Deficiencies noted shall be submitted, in writing, to the CONTRACTOR. CONTRACTOR shall expeditiously correct deficiencies within thirty (30) working days at its expense.
- B. A qualified vertical transportation consultant acceptable to both parties may be retained by COUNTY to perform audit of Services and mediate disputes.

**CONTRACTOR's preventive maintenance
schedule/procedure**

- A. Contractor shall use and maintain the Provider's standard maintenance machine room check chart or log for preventative maintenance on equipment. It shall include, but is not limited to, the following information:

Building Name

Address

Elevator number

Type

Use

Unit performance data

Date

Task. i.e.: Inspect machine; change gear case oil; record tank oil level; service door locks; monthly fire recall; emergency light test; annual safety test; annual pressure test; etc.

Date task completed

Initial of Tech completing task

Repair log

Callback log

B. PERFORMANCE REQUIREMENTS

B1. Elevator Performance Requirements:

| Elevator | Rated Car Speeds % of Contract speed | Door Open Dwell Time (Seconds) | Hall Call Door Open Dwell Time (Seconds) | Stopping Accuracy (Inch) |
|----------------------|--|--------------------------------------|--|--------------------------------|
| Hydraulic | 10% | >3.0 Sec. | >5.0 Sec. | ±1/4" |
| Electric Traction | open loop – 5% Closed loop – 3% | >3.0 sec. | >5.0 Sec. | ±1/4" |
| | | | | |

Door open dwell time is measured from full open of door(s) until door(s) starts to close. A.D.A. minimum.

Hall call door open dwell time is measured from full open of door(s) close until door(s) start to close. A.D.A. minimum.

Door closing force shall be no more than 30 lb. Door closing force is measured with door(s) at rest and between 1/3 and 2/3 closed.

Car stopping accuracy shall be measured under all load conditions.

Rated car speed, regardless of load, shall not vary more than ± % as listed in table.

| LINE# | BUILDING | ADDRESS | UNIT | TYPE | QTY | PM/MONTH | COST per Month |
|--|---------------------------------|--------------------------------------|------------------------------------|------|-----|-----------|----------------|
| REGULAR MAINTENANCE FIXED PRICE FOR 5 YEARS | | | | | | | |
| 1 | Sheriff: Main Jail Tower ** | 1270 W. Silverlake Rd, Tucson, AZ | Dover – Geared | Serv | 1 | 2 HR/MON | \$258.75 |
| 2 | Sheriff: Main Jail Tower ** | 1270 W. Silverlake Rd, Tucson, AZ | Dover – Geared | Pass | 2 | 4 HR/MON | \$517.50 |
| 3 | Public Works Building | 201 N. Stone Ave, Tucson, AZ | Montgomery – Geared (#1) | Pass | 1 | 2 HR/MON | \$258.75 |
| 4 | Public Works Building | 201 N. Stone Ave, Tucson, AZ | Montgomery – Geared (#2) | Pass | 1 | 2 HR/MON | \$258.75 |
| 5 | Public Works Building | 201 N. Stone Ave, Tucson, AZ | Montgomery – Geared (#3 - #4 - #5) | Pass | 3 | 6 HR/MON | \$776.25 |
| 6 | El Presidio Garage | 100 N. Meyer St, Tucson, AZ | Otis – Geared | Pass | 4 | 8 HR/MON | \$1,035.00 |
| 7 | Public Works Garage | 50 W. Alameda, Tucson, AZ | Montgomery – Geared | Pass | 1 | 2 HR/MON | \$258.75 |
| 8 | Legal Services Building | 32 N. Stone Ave, Tucson, AZ | Otis – Gearless | Pass | 4 | 16 HR/MON | \$1,035.00 |
| 9 | Legal Services Building | 32 N. Stone Ave, Tucson, AZ | Otis – Gearless | Serv | 1 | 4 HR/MON | \$258.75 |
| 10 | Administration East Building | 130 W. Congress St, Tucson, AZ | Dover – Gearless | Pass | 4 | 16 HR/MON | \$1,035.00 |
| 11 | Superior Courts Bldg ** | 110 W. Congress St, Tucson, AZ | Dover – Gearless (Public) | Pass | 4 | 16 HR/MON | \$1,035.00 |
| 12 | Superior Courts Bldg ** | 110 W. Congress St, Tucson, AZ | Dover – Geared (Judge's) | Pass | 2 | 8 HR/MON | \$517.50 |
| 13 | Superior Courts Bldg ** | 110 W. Congress St, Tucson, AZ | Dover – Geared (Prisoner) | Serv | 1 | 2 HR/MON | \$258.75 |
| 14 | Juvenile Court Center | 2225 E. Ajo Way, Tucson, AZ | US Elevator – Hydraulic (Public) | Pass | 1 | 1 HR/MON | \$132.25 |
| 15 | Juvenile Court Center | 2225 E. Ajo Way, Tucson, AZ | US Elevator – Hydraulic | Pass | 1 | 1 HR/MON | \$132.25 |
| 16 | Juvenile Court Center | 2225 E. Ajo Way, Tucson, AZ | US Elevator – Hydraulic | Pass | 1 | 1 HR/MON | \$132.25 |
| 17 | Kino Service Center | 2797 E. Ajo Way, Tucson, AZ | KONE – Hydraulic | Pass | 1 | 1 HR/MON | \$132.25 |
| 18 | Parks & Rec: Admin Natural Res | 3500 W. River Rd, Tucson, AZ | KONE – Hydraulic | Pass | 1 | 1 HR/MON | \$132.25 |
| 19 | Sheriff: Main Jail East ** | 1270 W. Silverlake | KONE - Hydraulic | Pass | 2 | 2 HR/Mon | \$264.50 |
| 20 | Sheriff: Main Jail East ** | 1270 W. Silverlake | KONE - Hydraulic | Pass | 1 | .5HR/Mon | \$57.50 |
| 21 | Sheriff: Admin Bldg | 1750 E. Benson Hwy, Tucson, AZ | Dover – Hydraulic #1 | Pass | 1 | 1 HR/MON | \$132.25 |
| 22 | Sheriff: Admin Bldg | 1750 E. Benson Hwy, Tucson, AZ | Dover - Hydraulic #2 | Pass | 1 | 1 HR/MON | \$132.25 |
| 23 | Child Advocate Center | 2329 E Ajo Way Tucson, AZ 85713 | Hydraulic | Pass | 1 | 1 HR/MON | \$132.25 |
| 24 | Sheriff: Main Jail West ** | 1100 W. Silverlake Rd, Tucson, AZ | US Elevator - Hydraulic | Pass | 1 | 1 HR/MON | \$132.25 |
| 25 | Old Courthouse Justice Courts * | 115 N. Church St, Tucson, AZ | EECO – Hydraulic (Dome) | Pass | 1 | 1 HR/MON | \$132.25 |
| 26 | Old Courthouse Justice Courts * | 115 N. Church St, Tucson, AZ | EECO – Hydraulic (South) | Pass | 1 | 1 HR/MON | \$132.25 |
| 27 | Old Courthouse Justice Courts * | 115 N. Church St, Tucson, AZ | Dover – Hydraulic (Tunnel) | Pass | 1 | 1 HR/MON | \$132.25 |
| 28 | Diamondbacks Clubhouse | 3600 N. Country Club, Tucson, AZ | Dover – Hydraulic | Pass | 1 | 1 HR/MON | \$132.25 |
| 29 | Kino Stadium | 2500 E. Ajo Way, Tucson, AZ | Dover – Hydraulic | Pass | 1 | 1 HR/MON | \$132.25 |
| 30 | White Sox Clubhouse | 2500 E. Ajo Way Bldg 2, Tucson, AZ | Dover – Hydraulic | Pass | 1 | 1 HR/MON | \$132.25 |
| 31 | Administration West Building | 150 W. Congress St, Tucson, AZ | Dover – Hydraulic | Frt | 1 | 1 HR/MON | \$132.25 |
| 32 | Administration West Building | 150 W. Congress St, Tucson, AZ | Otis – Geared | Pass | 3 | 6 HR/MON | \$776.25 |
| 33 | Abrams Public Health Center | 3950 S Country Club Tucson, AZ 85713 | Ecosystem | Pass | 5 | 5 HR/MON | \$1,293.75 |
| 34 | Legal Services Garage | 50 N. Scott Ave, Tucson, AZ | Dover – Hydraulic | Pass | 1 | 1 HR/MON | \$132.25 |
| 35 | 97 E. Congress St. | 97 E. Congress St. | Otis – Hydraulic | Pass | 1 | 1 HR/MON | \$132.25 |
| 36 | 97 E. Congress St. | 97 E. Congress St. | Otis – Traction | Pass | 1 | 1 HR/MON | \$258.75 |
| 37 | 200 N Stone | 200 N Stone | Hydraulic | Pass | 1 | 1 HR/MON | \$132.25 |
| 38 | Main Library | 101 N. Stone | Dover - Hydraulic | Pass | 4 | 4 HR/MON | \$529.00 |
| 39 | Bank Of America Building | 33 N Stone Ave | Gearless -Traction | Pass | 4 | 16 HR/MON | \$1,035.00 |
| 40 | Bank Of America Building | 33 N Stone Ave | Hydraulic | Pass | 1 | 2 HR/MON | \$132.25 |
| 41 | Public Services Building | 240 N. Stone | Kone - Traction | Pass | 10 | 40 HR/MON | \$2,587.50 |
| 42 | Presidio Garage | 38 E. Alameda | Otis - Gearless | Pass | 3 | 12 HR/MON | \$675.00 |
| | | | | | | | |

| BILLING RATES FOR ELEVATOR TRACTION PREVENTATIVE MAINTENANCE FIXED PRICE FOR 5 YEARS | | | | | | | |
|---|-------------------|----------|----------|--|--|------------|----------|
| COST TO ADD /DELETE UNIT | GEARED TRACTION | | | | | 2 HR/MON | \$258.75 |
| COST TO ADD/DELETE UNIT | HYDRAULIC | | | | | 1 HR/MON | \$132.25 |
| COST TO ADD /DELETE UNIT | GEARLESS TRACTION | | | | | 2 HR/MON | \$258.75 |
| COST TO ADD /DELETE UNIT | WHEELCHAIR LIFT | | | | | 1/2 HR/MON | \$57.50 |
| FOLLOWING NON-REGULAR MAINTENANCE REPAIR RATES ARE SUBJECT TO ANNUAL REVIEW AND POSSIBLE PRICE CHANGE | | | | | | | |
| Additional Service Billing Rates | Mechanic | Helper | Crew | | | | |
| Regular Time (7:30am-4:00pm) | \$187.08 | \$159.44 | \$346.52 | | | | |
| Overtime (4:01pm-7:29am) | \$318.03 | \$271.05 | \$589.08 | | | | |
| Overtime Premium (for jobs within standard maintenance services) | \$130.95 | \$111.61 | \$242.56 | | | | |

*DENOTES UNITS UNDER WARRANTY

**DENOTES 24/7 OPERATION

Remainder of Page Intentionally Left Blank

Exhibit B

| LINE# | Description of Upgrade | Hydraulic | Traction | USC Pricing (Fixed Pricing for 5 years) 2020 | All pricing is subject to review and adjustments (higher/lower) based upon individual site conditions and equipment. Pricing does not include applicable taxes, zone expenses, and or costs for remote locations. |
|-------|---|-----------|----------|--|---|
| 1 | Car door restrictor | X | X | \$4,294 | |
| 2 | Infrared door detector - standard application | X | X | \$2,614 | Standard 3'-6" x 7'-0" opening. |
| 3 | Door astragals | X | X | \$1,213 | |
| 4 | Door operator upgrade complete replacement Includes new Operator, car & hoistway equipment and car door. Excludes new hoistway doors, sills & headers. Price per landing/opening= \$5,744 - 2 stop unit = \$11,488 | X | X | \$21,827 | All pricing subject to adjustments due to make/type/usage and interface requirements. Based upon 3'-6" W x 7'-0" H (center opening). |
| 5 | Door operator upgrade -partial hoistway retention Includes new Car door equipment, new car doors, hoistway interlocks and pickup assembly. Excludes all other hoistway door equipment (hangars, tracks, doors sills and or headers) Price per landing/opening | X | X | \$19,557 | All pricing subject to adjustments due to make/type/usage and interface requirements. Based upon 3'-6" W x 7'-0" H (center opening). |
| 6 | Door operator upgrade - full hoistway retention Includes new Car door Equipment & new car doors. All existing hoistway door equipment is retained. Price per landing/opening = \$3289/ea. 2 stop = \$6578. | X | X | \$16,957 | All pricing subject to adjustments due to make/type/usage and interface requirements. Based upon 3'-6" W x 7'-0" H (center opening). |
| 7 | Freight door strap | X | X | \$348 | |
| 8 | Freight door strobe & buzzer | X | X | \$2,614 | |
| 9 | ADA telephone - Flush mounted, non remote wiring. | X | X | \$2,707 | No existing phone present. |
| 10 | Emergency lighting | X | X | \$1,297 | |
| 11 | LED bulb upgrade | X | X | \$5,880 | |
| 12 | Cab pads & hooks | X | X | \$2,053 | |
| 13 | Voice annunciator | X | X | \$1,774 | |
| 14 | Energy & light saver | X | X | \$3,080 | |
| 15 | Keyed stop switch | X | X | \$750 | |
| 16 | Cab fan | X | X | \$560 | |
| 17 | Certificate holder | X | X | \$148 | |
| 18 | Signal fixture Upgrade - 2 stop hydro. 1 COP, 2 Hall lanterns, 2 hall Pushbutton stations. | X | X | \$12,506 | |
| 19 | Elevator safety signage | X | X | \$327 | |
| 20 | Braille (car and jamb) - up to 3 landing unit. | X | X | \$690 | |
| 21 | RSQ Pak - Hydraulic Emergency lowering device. | X | | \$7,466 | |
| 22 | Phase protection/voltage monitor | X | | \$1,253 | |

Exhibit B

| LINE# | Description of Upgrade | Hydraulic | Traction | USC Pricing (Fixed Pricing for 5 years) 2020 | All pricing is subject to review and adjustments (higher/lower) based upon individual site conditions and equipment. Pricing does not include applicable taxes, zone expenses, and or costs for remote locations. |
|-------|--|-----------|----------|--|---|
| 23 | Hydraulic -Soft starter | X | | \$2,427 | |
| 24 | Filter oil - up to 3 landing hydraulic unit. | X | | \$3,100 | |
| 25 | Hydraulic Muffler | X | | \$2,677 | |
| 26 | Hydraulic Oil cooler | X | | \$11,122 | |
| 27 | Tank heater | X | | \$560 | |
| 28 | Cable guards in machine room | | X | \$6,533 | |
| 29 | Traction Rope gripper - standard application. Special engineering requirements priced on individual basis. | | X | \$18,993 | |
| 30 | Clean/adjust brake assembly | | X | \$700 | |
| 31 | Drain/clean/fill gear case oil | | X | \$2,800 | |
| 32 | Car top inspection station | X | X | \$2,469 | |
| 33 | Cartop handrail | X | X | \$2,411 | |
| 34 | Cartop stop switch | X | X | \$933 | |
| 35 | Emergency escape access door lock | X | X | \$661 | |
| 36 | Crosshead car IDs | X | X | \$241 | |
| 37 | Hoistway cleandown - up to 6 landings. Over 6 landings separate quotation to be provided. | X | X | \$1,944 | |
| 38 | Hoistway side door floor numbering | X | X | \$366 | |
| 39 | High water alarm in pit | X | | \$1,244 | |
| 40 | Pit ladder | X | X | \$1,749 | |
| 41 | Pit stop switch | X | X | \$1,944 | |
| 42 | Pit light | X | X | \$1,089 | |
| 43 | Hydraulic line shut off valve | X | | \$3,111 | |
| 44 | Jack packing replacement | X | | NA | |
| 45 | Scavenger pump | X | X | \$1,833 | |
| 46 | Hydro annual pressure relief test | X | | \$467 | |
| 47 | Hydro no-load leak down test | X | | \$233 | |
| 48 | Hydro full load leak down test | X | | \$800 | |
| 49 | Hydro full load pressure relief test | X | | \$1,966 | |
| 50 | Hydro 5 year full load test | X | | \$1,966 | |
| 51 | Traction annual no load test | | X | \$1,200 | |
| 52 | Traction 5 year full load test | | X | \$3,500 | |