

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 1/22/15
 DATE: GREGORY P. PRIAMOS

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

102.



FROM: Purchasing and Fleet Services Department

SUBMITTAL DATE:
 October 28, 2014

SUBJECT: Approve and Execute the Agreements with Kone Inc. and Otis Elevator Company for a Complete Maintenance Program for Elevators for Facilities Management Countywide, for Five Years for the County of Riverside [All Districts] [\$1,750,000]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the one year service agreement with Kone Inc. for an amount of \$136,444 and Otis Elevator Company for an amount of \$213,556 annually, which contains an option to renew the agreement for four additional one-year periods, and;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to move funds between the awarded contractors, exercise the renewal options, and to increase the contract amount up to 15% as needed for contingency repair and/or additional items not covered under the monthly maintenance program, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement.

(Continued on Page 2)

[Signature]
 Lisa Brandl, Director
 Purchasing & Fleet Services Dept.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 350,000	\$ 350,000	\$ 1,750,000	\$ 350,000	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Department Budgets
 Budget Adjustment: No
 For Fiscal Year: FY 14/15

C.E.O. RECOMMENDATION:
 APPROVE
 BY: *[Signature]*
 County Executive Office Signature Ivan M. Chand 2/2/2015

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Benoit and Ashley
 Nays: None
 Absent: None
 Date: February 10, 2015
 xc: Purchasing

Kecia Harper-Ihem
 Clerk of the Board
 By: *[Signature]*
 Deputy

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: District: All Agenda Number:

3-13

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approve and Execute the Agreements with Kone Inc. and Otis Elevator Company for a
Complete Maintenance Program for Elevators for Facilities Management Countywide, for Five
Years for the County of Riverside [All Districts] [\$1,750,000]**

DATE: October 28, 2014

PAGE: 2 of 2

BACKGROUND:

Summary

The Facilities Management Department is responsible for maintaining 106 Elevators and their equipment throughout the County of Riverside at various locations and uses independent contractors for this service. To insure safety and current operating permits, elevators require routine maintenance, inspections, and repairs on a regular basis as well as emergency services when an elevator fails to operate correctly. This requires the services of certified elevator maintenance mechanics and staff to meet code requirements. The County utilizes the services of contractors to perform this work.

Impact on Citizens and Businesses

There is no negative impact on citizens or businesses in the County of Riverside.

Contract History and Price Reasonableness

County Purchasing released a Request for Proposal (RFP) PUARC-1353, soliciting proposals for a Complete Maintenance Program for Elevators on behalf of Facilities Management. The RFP was sent to fifteen (15) potential bidders and was advertised on the Purchasing web site. A total of four (4) bid responses were submitted in response to the RFP. The proposals were reviewed by the evaluation team consisting of Purchasing, Facilities Management, and Riverside County Regional Medical Center Plant Operations. Each bid response was evaluated based on the criteria set forth in the RFP: overall response to the RFP requirements, bidders experience and ability, overall cost, references, financials, clarification, exceptions, deviations and credentials, resumes, licenses, permits, and certifications.

The County requires three to five technicians to be available at any given time for regular and emergency repairs. The lowest bidder's proposal was reviewed by the evaluation team and it was determined that this vendor does not have the proper staffing. The evaluation team verified that the vendor has only one technician to handle all of Riverside County, therefore, the bidder was deemed non-responsive.

The second lowest vendors, Kone Inc. and Otis Elevator Company can meet this need for the County of Riverside. Kone Inc. has a local office in the Riverside County area and Otis Elevator Company has an office in Rancho Cucamonga. Having two vendors to provide services will allow Facilities Management to handle any emergency that might happen or a disaster situation. As an example, RCRMC is a 24/7 operation and the elevators are a critical function for moving patients at any time. When an elevator is down, the vendor must respond in one hour once the call is placed by the County to the vendor. If there is an entrapment, the vendor must respond in 45 minutes once the call is placed by the County to the vendor. Having two vendors to provide services will allow Facilities Management to maintain the elevator equipment. The County of Riverside will benefit by having access to more staff by 40% with Kone Inc. and Otis Elevator Company. The original cost range was from \$136.00 per hour to \$189.00 per hour.

The County entered into best and final negotiations, resulting in rates determined to be fair and reasonable for the County for a Maintenance Program for Elevators located throughout the County of Riverside. The BAFO bid range was from \$133.00 per hour to \$179.00 per hour.

Facilities Management will review the rate structures of each vendor and assign the vendor who can provide the requested services, based on their experience, fees, and the location of the Vertical Transportation Equipment that requires the scheduled maintenance or emergency repairs.

Based on this analysis, and an overall summation of the proposals submitted, it is the recommendation of the evaluation team to select the two responsive/responsible vendors, Kone Inc. and Otis Elevator Company. Both of these companies have the staffing and resources to provide services for the County of Riverside.

PERSONAL SERVICE AGREEMENT

for

**Maintenance Program Elevators (Vertical Transportation Equipment)
Located throughout the COUNTY of Riverside**

between

COUNTY OF RIVERSIDE

and

KONE INC.



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This Agreement, made and entered into this 20th day of January, 2015, by and between Kone Inc, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of ten (10) pages at the prices stated in Exhibit B, Payment Provisions, consisting of three (3) pages to this Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through February 10, 2016, with the option to renew for four additional years, each year shall be renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred thirty six thousand four hundred forty four dollars (\$136,444) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange COUNTY areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Facilities Management
3133 Mission Inn Avenue
Riverside, CA 92507
Attn: Fiscal Services

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (PUARC-91013-001-02/16); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 CONTRACTOR is debarred from the System for Award Management (SAM). If the agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of the debarment. Reference: (System for Award Management (SAM) at <https://www.sam.gov> for Central CONTRACTOR Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of CONTRACTOR

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or sub-CONTRACTOR having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent CONTRACTOR

The CONTRACTOR is, for purposes relating to this Agreement, an independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subCONTRACTORS) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the

control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside COUNTY before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations. KONE shall continue to perform our work under the terms of the contract pending any dispute provided the County continues to make payments in accordance with the terms of the agreement"

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the COUNTY of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside COUNTY. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTORS, subCONTRACTORS or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose

other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Facilities Management
3133 Mission Blvd
Riverside, CA 92507
Attn: George Gemberling
Deputy Director

Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
Attn: Walter Mack
Sr. Procurement Contract Specialist

Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
Attn: Joe Angelone
Procurement Contract Specialist

CONTRACTOR

Kone Inc
1525 Third Street, Suite D
Riverside, CA 92507
Attn: Steve E. Ruge

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, labor disputes – strikes or other similar acts, such party shall not be held liable for such

failure to comply. KONE provision add the following; "Neither party shall be liable for consequential damages"

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the COUNTY of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, or damage, whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subCONTRACTORS, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;

provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the COUNTY of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The COUNTY of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used

in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subCONTRACTORs working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The

CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

COUNTY Administration Center
4080 Lemon Street, 4th Floor
Riverside, CA 92501
Board of Supervisors

CONTRACTOR:

Kone Inc
1525 Third Street, Suite D
Riverside, CA 92507

Signature: Marion Ashley

Signature: Michael P. Bauschka

Print Name: MARION ASHLEY

Print Name: Michael P. Bauschka

Title: Chairman of the Board of Supervisors

Title: Corporate Controller Treasurer

Dated: FEB 10 2015

Dated: 1/16/15
KONE Contract # 40134771

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE 1/16/15

ATTEST:
KECIA HARPER-IHEM, Clerk
By: [Signature]
DEPUTY

**EXHIBIT A
SCOPE OF WORK**

1. CONTRACTORS QUALIFICATIONS

- a. A current C-11 CONTRACTOR's license and Certified Qualified Conveyance Company (CQCC) issued by DOSH license to perform the work in conformance with the provisions of the California Business and Professions Code. License numbers shall be set forth in all bids and contracts.
 - b. Satisfactorily performed other contracts of similar nature and magnitude.
 - c. Adequate capital and satisfactory business standing as required by the work. Bidders shall submit an annual company report covering the preceding year or a certified financial statement.
 - d. The requisite organization of skilled and experienced elevator mechanics and adjusters, all with a minimum of five years-experience, under the CONTRACTOR's direct employment and supervision. A journey level mechanic shall perform all work. Apprentices may be used only to assist the journey level mechanic. Apprentices may not work alone for any reason.
 - e. The elevator CONTRACTOR shall have radio communication facilities on a 24- hour per day, 365-day per year basis so CONTRACTOR's staff can be reached and assurance that they will reach the site within the timeframe stipulated in this agreement.
2. CONTRACTOR shall certify that their supervisory personnel regularly engaged in inspection and supervision have a minimum of ten (10) years of hands on experience performing routine maintenance duties and that a supervisor will visit each elevator at least quarterly to observe the quality of maintenance and to make certain that the quality of maintenance meets the specified and intended standards. The supervisor shall schedule each quarterly inspection visit with the COUNTY's Representative so that the COUNTY's representative may accompany the CONTRACTOR's supervisor.
3. CONTRACTOR shall be responsible for the acts of its employees and agents while on the COUNTY's premises. Accordingly, CONTRACTOR agrees to take all necessary measures to prevent injury and loss to persons located on the COUNTY's premises. CONTRACTOR shall be responsible for all damages to persons or property caused by CONTRACTOR or any of its agents or employees. CONTRACTOR shall promptly repair any damage that its employees or agents may cause to the COUNTY's premises or equipment; on CONTRACTOR's failure to do so, the COUNTY may repair such damage and CONTRACTOR shall reimburse the COUNTY promptly for the cost of repair.
4. CONTRACTOR shall pay prevailing wage rates according to local industry standards.

5. CONTRACTOR'S DUTIES

- A. The work to be performed by the CONTRACTOR under this Agreement shall consist of furnishing all material, labor, tools and equipment necessary to provide full preventative maintenance service on the equipment described in Exhibit B.
- B. Any work not specifically mentioned but which is needed to make the maintenance complete within the intent of this Agreement shall be performed without additional cost.
- C. CONTRACTOR shall perform, coordinate and complete the requirements of the Agreement, in

cooperation with any other CONTRACTORS or trades then doing any work on the Property, promptly, diligently, and in a good workmanlike manner to the full and complete satisfaction and acceptance of The COUNTY. CONTRACTOR shall perform the requirements of the Agreement in a manner that will not impede or obstruct the ongoing business activities of any tenants at the Property.

- D. CONTRACTOR shall guarantee that a member of their supervisory personnel regularly engaged in inspection and supervision will visit each elevator at least quarterly to observe the quality of maintenance and to make certain that the quality of maintenance meets the specified and intended standards. The Supervisor shall schedule each visit with and be accompanied by the COUNTY Representative responsible for that building.
- E. CONTRACTOR shall be responsible for the acts of its employees and agents while on the Institution's premises. Accordingly, CONTRACTOR agrees to take all necessary measures to prevent injury and loss to persons located on the Institution's premises. CONTRACTOR shall be responsible for all damages to persons or property caused by CONTRACTOR or any of its agents or employees. CONTRACTOR shall promptly repair any damage that it, or its employees or agents may cause to the COUNTY premises or equipment; on CONTRACTOR's failure to do so, the Institution may repair such damage and CONTRACTOR shall reimburse the COUNTY promptly for the cost of repair.
- F. CONTRACTOR agrees that, in the event of any vertical transportation equipment accident of any kind, such as an injury to employee or public, fire, unwanted fire alarm/detector activation, stuck elevator, major mechanical damage/failure during equipment servicing, etc., CONTRACTOR will immediately notify the COUNTY's Representative within 24 hours and thereafter furnish a full written report of such accident within 3 days.
- G. The CONTRACTOR agrees that they are capable of maintaining this equipment to its original design capabilities based on the equipment condition as surveyed and all the technical information available at time of award of this Agreement.
- H. Provide minimum routine servicing of equipment on a monthly basis for traction elevators and hydraulic elevators. Time expended on routine service shall consist of examination, minor adjustment, cleaning and lubricating the equipment. Any repairs or replacement of equipment is to be considered as additional time beyond that required for routine service.
- I. All preventive maintenance and adjusting shall meet the standards established by the original manufacturer. CONTRACTOR will not limit the servicing requirements necessary to maintain this equipment in safe and top operating condition. Should conditions warrant, CONTRACTOR shall repair or replace any and all components of the Equipment, except for those items listed under exclusions.

6. HOURS AND MANNER OF WORK

- A. All preventive maintenance, repairs, routine adjusting and service procedures will be performed during regular working hours of regular working days of the elevator trade (i.e. eight (8) consecutive hours during the period between 8 a.m. and 5 p.m. five (5) days per week Monday through Friday. Should shift work be required to complete an approved project, the second shift will start no later than 4 p.m. and cease no later than 12:00 midnight. Shift work will not be authorized for Saturdays, Sundays, or holidays unless approved by the COUNTY.
- B. The COUNTY shall be notified prior to removal of elevators from normal service that requires the elevator to be out of service for more than 30 minutes.
- C. Elevator mechanics shall remain in radio contact with CONTRACTOR'S dispatcher during normal working hours.

- D. All maintenance personnel daily time tickets (service slips) shall be signed by the COUNTY Representative at the end of each day and/or visit. Time tickets shall reflect all activities of work accomplished by each mechanic and/or apprentice identifying tasks completed by building and State elevator identification number. A copy of daily time tickets shall be submitted to the COUNTY at the end of each week. Alternatively, ticket data may be provided online within 24 hours of completion of the ticket.
- E. Call back service shall be furnished upon request at the CONTRACTOR's expense during regular working hours of the regular working days of the elevator trade. Call backs are defined as minor adjustments or repairs that can be accomplished in two hours or less (excluding travel time) by a single technician. Works requiring more time or more personnel are considered Repairs to be performed during regular working hours. In the event a call back during overtime hours is required, **the only COUNTY persons authorized to call out the CONTRACTOR shall be listed on an authorization list provided to the CONTRACTOR.** Calls initiated by non-authorized callers will not be paid. The CONTRACTOR shall furnish all travel time, expenses and time on the job. Except as otherwise noted in this Agreement, CONTRACTOR may bill the COUNTY for the bonus portion of labor for overtime hours, which is to include all travel time and other incidental expenses. All overtime entrapment trouble calls are to be made by the CONTRACTOR at no cost to the COUNTY. All references to time shall be Pacific Time Zone. Invoices shall include callers name from authorized callers list, time (Pacific Time Zone).
- F. All trouble calls reported to CONTRACTOR's dispatch center by 4:00 pm on regular working days/hours shall be responded to during the same day at no additional cost to the COUNTY. In the event the responding technician is required to work more than eight hours that day, the CONTRACTOR must get approval from the COUNTY.
- G. In the event an elevator is shut down with trapped passengers, CONTRACTOR shall guarantee 45 minutes response time during 8:00 A.M. to 5:00 P.M., Monday-Friday, and 1 hour response time from 5:00 P.M. to 8:00 A.M. daily and on holidays.
- H. In the event an elevator is shut down without trapped passengers, CONTRACTOR shall guarantee 60 minute response time during 8:00 A.M. to 5:00 P.M., Monday-Friday, and two (2) hour response time from 5:00 P.M. to 8:00 A.M. daily and holidays.
7. **EXCLUSIONS: The following work is excluded from this Agreement and is not the responsibility of the CONTRACTOR.**
- A. Power supply feeders, switches and fuses, unless the Equipment causes such failure.
- B. Repair or replacement of products of combustion detectors for fire recall.
- C. Car enclosure finishes and lighting lamps; hoist-way enclosures; hoist-way door panels and frames.
- D. Buried cylinders and buried piping.
- E. Other items caused by vandalism or negligence by persons other than the CONTRACTOR, its representative and employees, excluding wear and tear. CONTRACTOR shall obtain the COUNTY Representative's written approval to repair vandal related problems. Payment will not be made for any unauthorized work.
- F. New attachments as may be recommended or directed by insurance companies or by federal, state,

municipal or other governmental authorities.

- G. CONTRACTOR will not be responsible for replacing obsolete parts. Obsolete parts are components that are no longer commercially available, that are only available at exorbitant prices, that are subject to excessively long supplier delays, or that require modification in order to function properly in the affected equipment. Nor will CONTRACTOR be responsible for making changes or modifications to the affected equipment in order to accommodate replacement for obsolete parts. However in case of obsolescence, CONTRACTOR will credit its price to affect such repairs by an amount equal to its estimated cost to make equivalent repairs with commercially available parts.

8. PERFORMANCE

- A. General: The CONTRACTOR shall maintain the original contract speed in feet per minute and the performances for elevators as indicated under "Basic Performance Requirements."

1. If the actual performance time of the elevator does not meet the times established for elevators of the speed and type of control, the CONTRACTOR shall restore the performance of the elevator to its optimum potential.
2. If, in the CONTRACTOR's opinion, the equipment is inherently designed so that it cannot meet these criteria, the CONTRACTOR shall so state.
3. If there are no exceptions taken, performance shall be provided as specified hereinafter.

- B. Basic Performance Requirements: Elevators shall be adjusted to meet the following basic performance standards and shall maintain these standards for the life of the Agreement.

1. Operating Characteristics:
 - a. Starting, acceleration, stopping and leveling shall be smooth and free from jars or bumps.
 - b. Full speed riding shall be without swaying or vibration.
 - c. Elevator and door operation shall be quiet.
 - d. Stop made upon operation of emergency stop switch shall be more rapid than a routine stop but not violent.
 - e. Door pressure shall be maintained below 30 pounds in closing and not exceed code allowable kinetic energy forces.
2. Group Supervisory Systems: Maintain group control systems operating at design criteria for the life of the maintenance Agreement.
3. Individual Elevator Performances: Maintain performance requirements as follows:
 - a. Maintain accuracy leveling of +/- 3/8" for Traction Elevators and 1/2" for Hydraulic Elevators under all loading conditions.
 - b. Contract speed shall not vary by more than 10% for hydraulic and open loop motor control systems and 3% for closed loop motor control systems under any loading condition.
 - c. Start-To-Stop Times based on a typical 12'-6" floor height:
 - (1) Gearless Elevators: 4.5 to 5.0 seconds

- (2) Geared Elevators:
 - (a) 200-300 FPM: 6.5 to 7.0 seconds
 - (b) 350-450 FPM: 5.5 to 6.0 seconds
- (3) Hydraulic Elevator: 12.0 to 13.0 seconds
- d. Door Open Times: Based on Standard Steel Doors, 8'-0" Maximum Height.
 - (1) 3'-6" Center Opening: 1.6 to 2.2 seconds
 - (2) 4'-0" Center Opening: 2.0 to 2.5 seconds
 - (3) 4'-0" Two-Speed: 2.8 to 3.3 seconds
- e. Door Standing Times:
 - (1) Car Call: 5.0 to 6.0 seconds
 - (2) Hall Call: 5.0 to 8.0 seconds
- f. Door Close Times: Minimum without exceeding kinetic energy and closing force allowed by Code.

9. SPECIAL TESTS

A. Elevators provided with derailment devices, seismic switches or other special circuits shall be checked once every year or at intervals required by code to make certain that these devices are operating correctly and as designed. The COUNTY Representative and the CONTRACTOR shall arrange for mutually acceptable dates to perform the tests. The COUNTY will test the standby emergency power operation and, if elevator system fails, CONTRACTOR shall make corrections that pertain solely to the elevator and retest.

A.1 Fire test (Phase I and Phase II Fire Service Recall function); requirements to be performed on a monthly basis. The cost to fire test the units shall be included in your proposed monthly maintenance cost. If after-hours testing is required, the difference in premium labor cost shall be billed as a separate cost.

B. The CONTRACTOR shall examine periodically traction car safety devices and governors and conduct an annual no load test and five-year full load test. If required, the governor shall be recalibrated and sealed for proper tripping speed. The COUNTY Representative shall witness these tests and a written report shall be furnished indicating the results of such test. All testing shall conform to the requirements of ASME A17.1, A17.2, and/or local code testing requirements. NOTE: The Project Manager will provide a list of all the elevators and dates of when the last five-year full load test was performed for the elevators. The cost to perform the annual no load test shall be included in your proposed monthly maintenance cost. . The five-year full load test will be billed as separate cost.

C. Hydraulic elevators shall have a load test performed during the term of this Agreement or more often if required by applicable law, ordinance or regulation but no less than every five years. The test and report shall conform to the requirements of the local enforcing authority with the test witnessed by the COUNTY Representative. The five-year full load test and annual pressure relief testing (if required) will be billed as separate cost.

D. Create a form for each car describing tests and deliver a signed copy at the end of each month to the COUNTY Representative after a successful test has been concluded. This form will also describe any malfunctions along with any corrective action taken.

10. HOUSEKEEPING

- A. Within the first three (3) months this Agreement is in effect, the CONTRACTOR shall thoroughly clean all elevator hoist-ways, pits, car tops, controller interiors including filters and machine rooms. In addition, during the same period of time, all car and hoist-way door tracks, hangers, interlocks and closers shall be cleaned, lubricated and adjusted. Continued cleaning must be ongoing and at the following minimum intervals or sooner where conditions warrant.
1. Quarterly: Car tops, pits and machine rooms
 2. Semi-Annually: Hoist-ways and door equipment
- B. The exterior of the machinery and any other parts of the equipment subject to rust shall be properly painted and presentable at all times. The motor windings and controller coils are to be periodically treated with proper insulating compound. The CONTRACTOR shall keep the elevator machinery rooms clean.
- C. All debris such as wiping rags, empty oil cans, trash from pits, etc., shall be promptly removed by the CONTRACTOR.

11. STOCK OF MATERIALS

- A. The CONTRACTOR shall keep in each machine room an adequate supply of contacts, switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses and other parts which are required for prompt replacement together with an adequate supply of lubricants and wiping rags. All supplies shall be stored in metal cabinets or shelves. All cabinets, shelves and containers to be provided by CONTRACTOR and remain the property of CONTRACTOR.
- B. In addition, keep on the premises or in a warehouse within fifty (50) miles of the project or reasonably obtainable within 24 hours:
1. One set of motor brushes and holders for each type of motor and generator.
 2. One door operator motor of each type used.
 3. Hanger sheaves for car and hoist-way doors.
 4. Two complete door interlocks.
 5. One set of generator bearings for each type of generator.
 6. One set of brake linings for each type of brake.
 7. Parts for door protective devices.
 8. Power supplies.
 9. Coils, relays, motor brushes and all other parts as needed to assure prompt replacement in the event of the shutdown of any elevator.
 10. Cylinder head packing and pump motor belts.
 11. Solid-state motor drive components.
 12. One spare control board of each type installed.
- C. CONTRACTOR acknowledges that The COUNTY will not accept crossing elevator equipment and parts with other manufacturers unless Original Equipment Manufacturer (OEM) has discontinued an item or The COUNTY can be shown improvement in a proposed modification or addition. Some parts manufactured by companies other than the OEM, but supplied to the OEM as part of their overall

products, may be acceptable if said part is the same in character and approved by the COUNTY. Some nationally recognized manufacturers duplicate relays, selector parts, coils, rollers, etc. and the COUNTY may recognize these proven suppliers as equal, so long as the product matches the existing part and CONTRACTOR obtains the COUNTY's consent prior to installing such parts.

12. WIRING DIAGRAMS:

A complete set of all wiring diagrams for the elevator systems covered under this Agreement shall be maintained in their respective machine rooms. All changes in circuitry made by the CONTRACTOR shall be properly recorded on COUNTY copies and machine room copies of diagrams including date of change and name of person making same. The wiring diagrams are the property of the COUNTY and are to remain in the respective machine room. CONTRACTOR is to determine which elevators do not have wiring diagrams and provide the COUNTY with a listing of each elevator and controller model without wiring diagrams.

13. SCHEDULES, RECORDS AND LOGS

- A. At the end of each month, the CONTRACTOR shall provide monthly time tickets to the assigned Facilities Management Project Manager. Time tickets can be delivered in the form of a hard copy or in the form an email stating it's available on-line.
- B. These work schedules shall be designed for each type of equipment to be serviced, such as geared elevators, hydraulic elevators, etc., and shall conform to the manufacturer's recommended practice for the particular equipment concerned. They shall show the kind and frequency of service and lubrication proposed by the CONTRACTOR for the duration of the Agreement. However, in no case shall the schedule be less than the minimum requirement of on-site routine servicing man-hours indicated herein.
- C. All inspections, lubrication, adjustments, tests, cleaning, routine repairing and other preventative maintenance activities shall meet the standards established by the original manufacturer and be performed in accordance with schedules submitted by the CONTRACTOR.
- D. Schedules posted in machine rooms shall be of the chart type, which shall be initialed by the technician and supervisor when each scheduled inspection is performed.
- E. CONTRACTOR shall also maintain an accurate and complete log of all work performed in addition to routine service at each location. These logs shall include call back service describing the nature of all complaints and their resolution. The logs shall be kept in the equipment rooms at each location. In addition to the specified machine room log, CONTRACTOR's technician or supervisor shall log in and out of each facility/building on each and every visit. This includes, but is not limited to, routine maintenance, trouble calls, repairs and supervisor's visits. These logs will remain the property of the COUNTY.
- F. The COUNTY Representative must approve all forms required for the above schedules, monthly work sheets, call back records and performance reports.

14. REPORTS

- A. Monthly Reports: At the end of each month, but no later than five (5) working days beyond the month, CONTRACTOR shall submit the following reports to the COUNTY Representative. Failure to provide such reports shall be considered breach of contract and cause for cancellation or non-payment for the month's activities.
 - 1. Activity Report: An overview of the month's routine maintenance activities identifying the

overall condition of the equipment, areas of concern, problematic conditions, usage of the equipment that may reduce the longevity of major components and recommendations for any corrective action that is outside the scope of this Agreement.

2. Trouble Call Report: A detailed report of all trouble calls that occurred during the month that identifies the building and equipment number, the time and nature of the call, who placed the call, the time the CONTRACTOR arrived in answer to the call, the condition of the equipment upon arrival, work performed to correct the condition and the time the CONTRACTOR departed. This report shall identify if the callback was covered under the terms of this Agreement or if it was an additional billable call. This report may be provided on line.
 3. Test and Inspection Reports: A summary report of all equipment receiving special tests during the month with a detailed back-up of the test results. This includes, but not limited to, fire service testing, safety testing, hydraulic pressure tests, standby emergency power testing and safety inspections performed by the local enforcing authorities.
- B. Supervisors Reports: At the end of each quarter, but no later than five (5) working days beyond the quarter, CONTRACTOR's supervisor shall submit the following information in a report to the COUNTY Representative. Failure to provide such report shall be considered breach of contract and cause for cancellation or non-payment for the quarter's activities.
1. Evaluation of the overall preventative maintenance being performed by CONTRACTOR's employees.
 2. Confirmation that supervisor visited each piece of equipment; reviewed machine room maintenance logs and signed such.
 3. Report on the planned activities and schedules over the next quarter with regard to repair work that will be required causing equipment to be removed from service.
 4. Any recommendations that will improve the overall operation or extend the remaining useful life of the equipment.

15. PERSONNEL

- A. Trained maintenance and repair personnel, directly employed and supervised by the CONTRACTOR, shall perform all services. A journeyman level mechanic, as a minimum shall perform all work. Apprentices may not work alone but may assist the mechanic as needed. In the event that The COUNTY becomes dissatisfied with the performance of any persons assigned to perform the services under this Agreement, CONTRACTOR agrees, upon request from the COUNTY Representative, to assign other qualified personnel to perform these services.
- B. CONTRACTOR agrees that, at all times, the employee of CONTRACTOR furnishing or performing any services shall do so in a proper, workman-like, and dignified manner, wearing uniforms which shall be neat, clean, shirts tucked-in, well-pressed, and in good condition.
- C. CONTRACTOR shall provide, at all times, adequate and expert managerial and administrative supervision for its employees. CONTRACTOR shall also provide sufficient back-up in times of staff shortages due to vacations, illnesses, and inclement weather.

16. PERFORMANCE GUARANTEE

- A. If an elevator is out of service for longer than two (2) consecutive work days for a non-scheduled repair,

the monthly maintenance cost of that unit MAY be credited to the next monthly billing. All repairs shall be pre-scheduled in writing.

NOTE: *No penalty shall be assessed under items A. above if damage is caused by vandalism or any other cause except normal wear and tear.*

- B. If the CONTRACTOR does not respond in the time frames listed below under "Trouble Calls", the following month's billing MAY be credited in the amount of \$200.00 for each extended trouble call. *See Section no.7; HOURS AND MANNER OF WORK on page 18 for Trouble Calls.*
- C. No penalty shall be assessed under items A. or C. above if damage is caused by vandalism or any other cause except normal wear and tear.
- D. Failure to complete required documentation (2) times, per terms of the contract will be grounds for withholding payment.

NOTE: THE COUNTY'S GOAL IS TO RECEIVE THE PROPER AMOUNT OF CARE REQUIRED FOR OPTIMUM PERFORMANCE AND LONGEVITY OF ALL EQUIPMENT. IN REGARDS TO ASSESSING PENALTIES, THE KEY IS COMMUNICATION WITH THE ASSIGNED FACILITIES MANAGEMENT PROJECT MANAGER. IF THE ASSIGNED FACILITIES MANAGEMENT PROJECT MANAGER DEEMS THE CIRCUMSTANCES ARE BEYOND THE CONTRACTOR'S CONTROL AND NOT DUE TO THE CONTRACTOR'S NEGLIGENCE, THE PENALTIES WILL BE WAIVED.

17. CHANGES IN WORK

- A. The COUNTY Representative, without invalidating this Agreement, may order extra work or make changes by altering, adding to or deducting from the work only by written purchase order change, initiated by The COUNTY Representative and properly approved and authorized and setting forth the amount of money to be added or deducted. Note that any work outside the scope of the contract shall be documented with digital photographs submitted with invoice.
- B. In the event that the COUNTY Representative withdraws or adds any elevator to/from service, or the usefulness of any elevator shall end, during the term of this Agreement, the CONTRACTOR shall agree to negotiate an acceptable reduction and/or increase of cost for service for the remainder of said Agreement.
- C. CONTRACTOR price and obligations under this agreement are subject to a final inspection and survey to be performed within 60 days from the effective date. CONTRACTOR is not obligated to perform tests, correct outstanding violations or deficiencies, or make necessary repairs or replacements that are identified during this survey. If additional work is necessary, CONTRACTOR will provide a separate proposal or recommendation for such work and/or provide a revised quotation for a specific portion/equipment of the maintenance agreement. If a safety hazard or code violation is identified, COUNTY will remove the unit from service. If COUNTY does not approve CONTRACTOR proposal or recommendation, notwithstanding anything to the contrary in this proposal/agreement, CONTRACTOR reserves the right to terminate this agreement without penalty and COUNTY agrees to indemnify, defend, and hold CONTRACTOR harmless for any claims arising out of COUNTY failure to comply with CONTRACTOR recommendations and proposal, and any obligation on the part of CONTRACTOR to indemnify or defend COUNTY with regard to such claim shall be null and void." The COUNTY and CONTRACTOR will schedule a meeting to review survey of the elevator equipment.

THE COUNTY'S RIGHT TO AUDIT QUALITY OF MAINTENANCE

- D. The COUNTY Representative may elect to have specific elevators evaluated and tested in accordance with "Special Tests" and witnessed by a neutral party. The CONTRACTOR shall provide the necessary manpower, tools, instruments, test weights, etc. as required without additional cost to The COUNTY Representative to conduct the tests not more frequently than annually.
- E. The COUNTY may retain the services of an independent elevator consultant to evaluate the elevator performance covered under this maintenance Agreement. These evaluations may be made on a yearly basis during the course of this Agreement.
- F. The elevator consultant will issue the results of these evaluations to the COUNTY. If non-compliance items are included in the report, The COUNTY's Representative will issue a punch-list to the CONTRACTOR who shall correct those items within thirty days. If punch-list items are not corrected within thirty days, The COUNTY may solicit competitive corrective bids to abate the non-compliance items. The costs of this corrective action will be deducted from money owed to the Maintenance CONTRACTOR.

18. **COMPLIANCE WITH LAWS AND CODES:**

In the performance of this Agreement, the CONTRACTOR agrees he will abide by all laws, codes, rules and regulations set forth with regard to the equipment by municipal or state authorities having jurisdiction in effect on the date of this Agreement.

NOTICES: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party under this Agreement shall be in writing and shall be served personally, delivered by independent messenger or courier service, or sent by U.S. registered or certified mail, return receipt requested, postage prepaid.

- A. Either party may change its address by a notice to the other party complying with this paragraph.
- B. Notices delivered personally will be effective immediately upon delivery to an authorized representative of the party at the designated address; notices sent by independent messenger or courier service will be effective one (1) day after acceptance by the independent service for delivery; notices sent by mail in accordance with this Agreement will be effective two (2) days after mailing.

**EXHIBIT B
PAYMENT PROVISIONS**

Bldg.#	Building Name	State #	Equipment Type	Price Per Month
BA187	Smith Correctional Facility	157238	elevator	\$192.00
CR403	County Administration Center	60415	elevator	\$192.00
IN702	Indio Jail	101704	elevator	\$253.00
JV5908	Academy of Justice	61951	elevator	\$253.00
JV5913	Rubidoux Library	157051	elevator	\$192.00
JV5916	Rubidoux Animal Shelter	157052	elevator	\$192.00
PG1101	County Administration Center	64111	elevator	\$192.00
PR0831	Mead Valley Community Center	160247	elevator	\$192.00
RV0906	Transportation Land Mgmt.	54283	elevator	\$192.00
RV0917	DPSS Client Services	088899, 088898 (2)	elevator	\$384.00
RV0921	DPSS Administration	092726, 092727 (2)	elevator	\$384.00
RV0922	Public Health Administration	089552, 089553 (2)	elevator	\$384.00
RV0944	Riverside Law Library	051328, 051329 (2)	elevator	\$409.00
RV0990	DPSS Library / Probation	43590	elevator	\$253.00
RV0993	Downtown 12th Street Parking	106135, 106136, 106137, 106138 (4)	elevator	\$1,012.00
RV1001	Riverside Bankruptcy Court	108391, 108392, 108394, 108395 (4)	elevator	\$1,012.00
RV1003	US District Court	119016, 119017, 119018, 119019, 119020, 119152, 119153, 119154, 119155 (9)	elevator	\$1,331.00
RV1007	County Administrative Center - Garage	131227	elevator	\$192.00
RV1017	Riverside Public Defender	119148	elevator	\$192.00
RV1045	Riverside Centre - Bldg. B	115455	elevator	\$192.00
RV1046	Riverside Centre - Bldg. C	106340	elevator	\$192.00
RV1056	County Mental Health	160257	elevator	\$192.00
RV1075	Riverside Mental Health	87009	elevator	\$192.00
MU1301	Southwest Co. Justice Ctr.- Jail	103130, 103131, 103132 (3)	elevator	\$759.00
MU1305	Southwest Co. Justice Ctr.- Patrol	101968	elevator	\$253.00
RV0901	Historic Courthouse	113996, 113997, 093065 (3)	elevator	\$777.00

RV0901	Historic Courthouse	113998	dumbwaiter	\$17.00
RV0901	Historic Courthouse	118022, 118023 + 9 = total 11	chair lift	\$165.00
RV0958	Purchasing Warehouse	131518	elevator	\$253.00
RV0996	Riverside District Attorney Office	041094, 041095 (2)	elevator	\$910.00

Regular Working Hours of the Trade 8:00 AM to 5:00 PM						
	Maintenance & Callbacks			Repairs		
	Mon-Fri	Sat-Sun	Holidays	Mon-Fri	Sat-Sun	Holidays
Mechanic	\$225.00	\$384.00	\$440.00	\$225.00	\$384.00	\$440.00
Apprentice	\$188.00	\$317.00	\$361.00	\$188.00	\$317.00	\$361.00
Repair Team	\$414.00	\$801.00	\$801.00	\$414.00	\$801.00	\$801.00

Outside of Regular Working Hours of the Trade						
	Maintenance & Callbacks			Repairs		
	Mon-Fri	Sat-Sun	Holidays	Mon-Fri	Sat-Sun	Holidays
Mechanic	\$173.00	\$173.00	\$233.00	\$173.00	\$173.00	\$233.00
Apprentice	\$140.00	\$140.00	\$188.00	\$140.00	\$140.00	\$188.00
Repair Team	\$421.00	\$421.00	\$421.00	\$421.00	\$421.00	\$421.00

List the cost to perform an annual “no load test” per unit: \$502.00

List the cost to perform a five year “full load test” per unit: \$1600.00

1. OVERTIME CALLBACKS INCLUDED:

- ii. The County of Riverside has determined that certain equipment is critical to after hour’s operation of certain facilities and may require overtime callbacks from time to time. The cost of Overtime Callbacks for the following equipment shall be Included in this Agreement without extra charge to the County of Riverside.

Building	State Number	Equipment Type	Number Of Stops
RV0902 – Riv Probation – Jail <i>(No Longer in Use)</i>	035157 <i>(Remove)</i>	Electric Basement Traction (1)	03
RV0904 – Riv Criminal Justice Building (CJB)	036332, 036333	Electric Overhead Traction (2)	06
RV0914 – Riv Presley Detention Center (Jail)	088889, 092535, 092536, 092736, 093063, 093064	Hydroelectric (2), Overhead Traction (4)	02, 03, 07, 07, 08, 08
JV5908 – Riv Academy of Justice (AOJ)	061951	Hydroelectric (1)	02
RV0993 – Riv 12 th Street Parking Structure	106135, 103136, 106137, 106138	Hydroelectric (4)	05
RV0996 – Riv District Attorney (DA)	041094, 041095	Overhead Traction (2)	08
RV1001 – Riv Bankruptcy Court	108391, 108392, 108394, 108395	Hydroelectric (4)	03, 03, 03, 04
RV1003 – Riv District Court	119016, 119017, 119018, 119019, 119020	Hydroelectric (5)	04
MU1301 – Murrieta Southwest Justice Center (SWJC) Jail A	103130, 103131, 103132	Hydroelectric (3)	02
MU1305 – Murrieta SWJC Patrol	101968	Hydroelectric (1)	02
PD2202 – Palm Desert Sheriff Station <i>(City of Palm Desert Handling Services)</i>	095743 <i>(Remove)</i>	Hydraulic (1)	02
IN702 – Indio Jail	101704	Hydroelectric (1)	02

PERSONAL SERVICE AGREEMENT

for

**MAINTENANCE PROGRAM ELEVATORS (VERTICAL TRANSPORTATION EQUIPMENT)
LOCATED THROUGHOUT THE COUNTY OF RIVERSIDE**

between

COUNTY OF RIVERSIDE

and

OTIS ELEVATOR COMPANY



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This Agreement, made and entered into this ____ day of _____, 2015, by and between Otis Elevator Company, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of ten (10) pages at the prices stated in Exhibit B, Payment Provisions, consisting of three (3) pages to this Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect February 10, 2015 through February 9, 2020, renewable in one year increments by written amendment, unless terminated earlier. COUNTY and CONTRACTOR has the option to terminate the agreement at each annual anniversary with ninety days prior written notice. "CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred thirteen thousand five hundred fifty six dollars (\$213,556) for initial year annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall

not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors. The contract price will be adjusted annually to reflect increases or decreases in material and labor costs shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Labor Statistics and the percent increase or decrease in the straight time hourly labor cost. No price increases or decreases will be extended during the first year of this agreement.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Facilities Management
3133 Mission Inn Avenue
Riverside, CA 92507
Attn: Fiscal Services

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (PUARC-91013-002-02/16); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any

reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

The COUNTY may, by written notice to CONTRACTOR, terminate this Agreement if CONTRACTOR fails to perform any of its material obligations hereunder and does not cure such failure within thirty (30) days after receipt of written notice from the COUNTY specifying in detail such failure.

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance

up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 CONTRACTOR is debarred from the System for Award Management (SAM). If the agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of the debarment. Reference: (System for Award Management (SAM) at <https://www.sam.gov> for Central CONTRACTOR Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of CONTRACTOR

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or sub-CONTRACTOR having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt

to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. **Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. **Independent CONTRACTOR**

The CONTRACTOR is, for purposes relating to this Agreement, an independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subCONTRACTORS) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood

and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside COUNTY before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the COUNTY and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside

COUNTY. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTORS, subCONTRACTORS or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or

authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3. Neither the County or Otis shall be responsible to the other for any indirect, special or consequential damages, provided, however, that in no event shall this paragraph limit or abrogate the liability, responsibility or indemnity obligations of Otis for any claim made against the County by a third party as the result of, or in connection with, any bodily injury, sickness, disease, death or property damage suffered or incurred by such third party.

17. **Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. **Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Facilities Management
3133 Mission Blvd
Riverside, CA 92507
Attn: George Gemberling
Deputy Director

Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
Attn: Walter Mack
Sr. Procurement Contract Specialist

Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
Attn: Joe Angelone
Procurement Contract Specialist

CONTRACTOR

Otis Elevator Company
711 E. Ball Road, Suite 200
Anaheim, CA 92805
Attn: Mitzi Rubio

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

Notwithstanding any other provisions to the contrary, CONTRACTOR agree to indemnify you for losses due to personal injury, or property damage to the extent caused by our negligent acts or omissions, or the negligent acts or omissions of our employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others. Each party shall defend itself in the event of a lawsuit.

21.1 CONTRACTOR shall indemnify and hold harmless the COUNTY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, or damage, whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subCONTRACTORS, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend, at its sole expense, all costs, and fees

including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

Otis is supplying the attached insurance certificate evidencing the insurance carried by us conditioned on the understanding that it represents full compliance with all insurance requirements applying on this project. Otis does not provide copies of its insurance policies, certified or otherwise. Coverage will be on an occurrence and in accordance with the coverage limits outlined in the contract documents. Renewal certificates will be provided during the term of the contract.

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the COUNTY, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease

with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The COUNTY.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all

attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subCONTRACTORS working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement

shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for

a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

COUNTY Administration Center
4080 Lemon Street, 4th Floor
Riverside, CA 92501
Board of Supervisors

CONTRACTOR:

Otis Elevator Company
711 E. Ball Road, Suite 200
Anaheim, CA 92805

Signature: *Marion Ashley*

Print Name: MARION ASHLEY

Title: Chairman of the Board of Supervisors

Dated: FEB 10 2015

Signature: *Bradford Ives*

Print Name: BRADFORD IVES
Authorized Representative

Title: _____

Dated: 1/15/15

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis*
NEAL R. KIPNIS DATE

ATTEST:
KECIA HARPER-IHEM, Clerk
BY: *[Signature]*
DEPUTY

**EXHIBIT A
SCOPE OF WORK**

1. CONTRACTORS QUALIFICATIONS

- a. A current C-11 CONTRACTOR's license and Certified Qualified Conveyance Company (CQCC) issued by DOSH license to perform the work in conformance with the provisions of the California Business and Professions Code. License numbers shall be set forth in all bids and contracts.
- b. Satisfactorily performed other contracts of similar nature and magnitude.
- c. Adequate capital and satisfactory business standing as required by the work. Bidders shall submit an annual company report covering the preceding year or a certified financial statement.
- d. The requisite organization of skilled and experienced elevator mechanics and adjusters, all with a minimum of five years-experience, under the CONTRACTOR's direct employment and supervision. A journey level mechanic shall perform all work. Apprentices may be used only to assist the journey level mechanic. Apprentices may not work alone for any reason.
- e. The elevator CONTRACTOR shall have radio communication facilities on a 24- hour per day, 365-day per year basis so CONTRACTOR's staff can be reached and assurance that they will reach the site within the timeframe stipulated in this agreement.

2. CONTRACTOR shall certify that their supervisory personnel regularly engaged in inspection and supervision have a minimum of ten (10) years of hands on experience performing routine maintenance duties and that a supervisor will visit each elevator at least quarterly to observe the quality of maintenance and to make certain that the quality of maintenance meets the specified and intended standards. The supervisor shall schedule each quarterly inspection visit with the COUNTY's Representative so that the COUNTY's representative may accompany the CONTRACTOR's supervisor.

3. CONTRACTOR shall be responsible for the acts of its employees and agents while on the COUNTY's premises. Accordingly, CONTRACTOR agrees to take all necessary measures to prevent injury and loss to persons located on the COUNTY's premises. CONTRACTOR shall be responsible for all damages to persons or property caused by CONTRACTOR or any of its agents or employees. CONTRACTOR shall promptly repair any damage that its employees or agents may cause to the COUNTY's premises or equipment; on CONTRACTOR's failure to do so, the COUNTY may repair such damage and CONTRACTOR shall reimburse the COUNTY promptly for the cost of repair.

4. CONTRACTOR shall pay prevailing wage rates according to local industry standards.

5. CONTRACTOR'S DUTIES

- A. The work to be performed by the CONTRACTOR under this Agreement shall consist of furnishing all material, labor, tools and equipment necessary to provide full preventative maintenance service on the equipment described in Exhibit B.
- B. Any work not specifically mentioned but which is needed to make the maintenance complete within the intent of this Agreement shall be performed without additional cost.
- C. CONTRACTOR shall perform, coordinate and complete the requirements of the Agreement, in

cooperation with any other CONTRACTORS or trades then doing any work on the Property, promptly, diligently, and in a good workmanlike manner to the full and complete satisfaction and acceptance of The COUNTY. CONTRACTOR shall perform the requirements of the Agreement in a manner that will not impede or obstruct the ongoing business activities of any tenants at the Property.

- D. CONTRACTOR shall guarantee that a member of their supervisory personnel regularly engaged in inspection and supervision will visit each elevator at least quarterly to observe the quality of maintenance and to make certain that the quality of maintenance meets the specified and intended standards. The Supervisor shall schedule each visit with and be accompanied by the COUNTY Representative responsible for that building.
- E. CONTRACTOR shall be responsible for the acts of its employees and agents while on the Institution's premises. Accordingly, CONTRACTOR agrees to take all necessary measures to prevent injury and loss to persons located on the Institution's premises. CONTRACTOR shall be responsible for all damages to persons or property caused by CONTRACTOR or any of its agents or employees. CONTRACTOR shall promptly repair any damage that it, or its employees or agents may cause to the COUNTY premises or equipment; on CONTRACTOR's failure to do so, the Institution may repair such damage and CONTRACTOR shall reimburse the COUNTY promptly for the cost of repair.
- F. CONTRACTOR agrees that, in the event of any vertical transportation equipment accident of any kind, such as an injury to employee or public, fire, unwanted fire alarm/detector activation, stuck elevator, major mechanical damage/failure during equipment servicing, etc., CONTRACTOR will immediately notify the COUNTY's Representative within 24 hours and thereafter furnish a full written report of such accident within 3 days.
- G. The CONTRACTOR agrees that they are capable of maintaining this equipment to its original design capabilities based on the equipment condition as surveyed and all the technical information available at time of award of this Agreement.
- H. Provide minimum routine servicing of equipment on a monthly basis for traction elevators and hydraulic elevators. Time expended on routine service shall consist of examination, minor adjustment, cleaning and lubricating the equipment. Any repairs or replacement of equipment is to be considered as additional time beyond that required for routine service.
- I. All preventive maintenance and adjusting shall meet the standards established by the original manufacturer. CONTRACTOR will not limit the servicing requirements necessary to maintain this equipment in safe and top operating condition. Should conditions warrant, CONTRACTOR shall repair or replace any and all components of the Equipment, except for those items listed under exclusions.

6. HOURS AND MANNER OF WORK

- A. All preventive maintenance, repairs, routine adjusting and service procedures will be performed during regular working hours of regular working days of the elevator trade (i.e. eight (8) consecutive hours during the period between 8 a.m. and 5 p.m. five (5) days per week Monday through Friday. Should shift work be required to complete an approved project, the second shift will start no later than 4 p.m. and cease no later than 12:00 midnight. Shift work will not be authorized for Saturdays, Sundays, or holidays unless approved by the COUNTY.
- B. The COUNTY shall be notified prior to removal of elevators from normal service that requires the elevator to be out of service for more than 30 minutes.
- C. Elevator mechanics shall remain in radio contact with CONTRACTOR'S dispatcher during normal working hours.

- D. All maintenance personnel daily time tickets (service slips) shall be signed by the COUNTY Representative at the end of each day and/or visit. Time tickets shall reflect all activities of work accomplished by each mechanic and/or apprentice identifying tasks completed by building and State elevator identification number. A copy of daily time tickets shall be submitted to the COUNTY at the end of each week. Alternatively, ticket data may be provided online within 24 hours of completion of the ticket. Otis will provide the County access to e*service via otis.com. You will be able to access twelve (12) months of repair, completed maintenance procedures and service call history for the units. In addition, you may request designated personnel be sent event driven emails i.e. preventative maintenance procedures and service calls.
- E. Call back service shall be furnished upon request at the CONTRACTOR's expense during regular working hours of the regular working days of the elevator trade. Call backs are defined as minor adjustments or repairs that can be accomplished in two hours or less (excluding travel time) by a single technician. Works requiring more time or more personnel are considered Repairs to be performed during regular working hours. In the event a call back during overtime hours is required, **the only COUNTY persons authorized to call out the CONTRACTOR shall be listed on an authorization list provided to the CONTRACTOR.** Calls initiated by non-authorized callers will not be paid. The CONTRACTOR shall furnish all travel time, expenses and time on the job. Except as otherwise noted in this Agreement, CONTRACTOR may bill the COUNTY for the bonus portion of labor for overtime hours, which is to include all travel time and other incidental expenses. All overtime entrapment trouble calls are to be made by the CONTRACTOR at no cost to the COUNTY. All references to time shall be Pacific Time Zone. Invoices shall include callers name from authorized callers list, time (Pacific Time Zone).
- F. All trouble calls reported to CONTRACTOR's dispatch center by 4:00 pm on regular working days/hours shall be responded to during the same day at no additional cost to the COUNTY. In the event the responding technician is required to work more than eight hours that day, the CONTRACTOR must get approval from the COUNTY.
- G. In the event an elevator is shut down with trapped passengers, CONTRACTOR shall guarantee average 45 minutes response time during 8:00 A.M. to 5:00 P.M., Monday-Friday, and average 1 hour response time from 5:00 P.M. to 8:00 A.M. daily and on holidays.
- H. In the event an elevator is shut down without trapped passengers, CONTRACTOR shall 60 minute response time during 8:00 A.M. to 5:00 P.M., Monday-Friday, and two (2) hour response time from 5:00 P.M. to 8:00 A.M. daily and holidays.
7. **EXCLUSIONS:** The following work is excluded from this Agreement and is not the responsibility of the CONTRACTOR.
- A. Power supply feeders, switches and fuses, unless the Equipment causes such failure.
 - B. Repair or replacement of products of combustion detectors for fire recall.
 - C. Car enclosure finishes and lighting lamps; hoist-way enclosures; hoist-way door panels and frames.
 - D. Buried cylinders and buried piping.
 - E. Other items caused by vandalism or negligence by persons other than the CONTRACTOR, its representative and employees, excluding wear and tear. CONTRACTOR shall obtain the COUNTY

Representative's written approval to repair vandal related problems. Payment will not be made for any unauthorized work.

- F. New attachments as may be recommended or directed by insurance companies or by federal, state, municipal or other governmental authorities.
- G. CONTRACTOR will not be responsible for replacing obsolete parts. Obsolete parts are components that are no longer commercially available, that are only available at exorbitant prices, that are subject to excessively long supplier delays, or that require modification in order to function properly in the affected equipment. Nor will CONTRACTOR be responsible for making changes or modifications to the affected equipment in order to accommodate replacement for obsolete parts. However in case of obsolescence, CONTRACTOR will credit its price to affect such repairs by an amount equal to its estimated cost to make equivalent repairs with commercially available parts.

8. **PERFORMANCE**

- A. General: The CONTRACTOR shall maintain the original contract speed in feet per minute and the performances for elevators as indicated under "Basic Performance Requirements."
 - 1. If the actual performance time of the elevator does not meet the times established for elevators of the speed and type of control, the CONTRACTOR shall restore the performance of the elevator to its optimum potential.
 - 2. If, in the CONTRACTOR's opinion, the equipment is inherently designed so that it cannot meet these criteria, the CONTRACTOR shall so state.
 - 3. If there are no exceptions taken, performance shall be provided as specified hereinafter.
- B. Basic Performance Requirements: Elevators shall be adjusted to meet the following basic performance standards and shall maintain these standards for the life of the Agreement.
 - 1. Operating Characteristics:
 - a. Starting, acceleration, stopping and leveling shall be smooth and free from jars or bumps.
 - b. Full speed riding shall be without swaying or vibration.
 - c. Elevator and door operation shall be quiet.
 - d. Stop made upon operation of emergency stop switch shall be more rapid than a routine stop but not violent.
 - e. Door pressure shall be maintained below 30 pounds in closing and not exceed code allowable kinetic energy forces.
 - 2. Group Supervisory Systems: Maintain group control systems operating at design criteria for the life of the maintenance Agreement.
 - 3. Individual Elevator Performances: Maintain performance requirements as follows:
 - a. Maintain accuracy leveling of +/- 3/8" for Traction Elevators and 1/2" for Hydraulic Elevators under all loading conditions.
 - b. Contract speed shall not vary by more than 10% for hydraulic and open loop motor control systems and 3% for closed loop motor control systems under any loading

condition.

- c. Start-To-Stop Times based on a typical 12'-6" floor height:
 - (1) Gearless Elevators: 4.5 to 5.0 seconds
 - (2) Geared Elevators:
 - (a) 200-300 FPM: 6.5 to 7.0 seconds
 - (b) 350-450 FPM: 5.5 to 6.0 seconds
 - (3) Hydraulic Elevator: 12.0 to 13.0 seconds
- d. Door Open Times: Based on Standard Steel Doors, 8'-0" Maximum Height.
 - (1) 3'-6" Center Opening: 1.6 to 2.2 seconds
 - (2) 4'-0" Center Opening: 2.0 to 2.5 seconds
 - (3) 4'-0" Two-Speed: 2.8 to 3.3 seconds
- e. Door Standing Times:
 - (1) Car Call: 5.0 to 6.0 seconds
 - (2) Hall Call: 5.0 to 8.0 seconds
- f. Door Close Times: Minimum without exceeding kinetic energy and closing force allowed by Code.

9. **SPECIAL TESTS**

- A. Elevators provided with derailment devices, seismic switches or other special circuits shall be checked once every year or at intervals required by code to make certain that these devices are operating correctly and as designed. The COUNTY Representative and the CONTRACTOR shall arrange for mutually acceptable dates to perform the tests. The COUNTY will test the standby emergency power operation and, if elevator system fails, CONTRACTOR shall make corrections that pertain solely to the elevator and retest.
 - A.1 Fire test (Phase I and Phase II Fire Service Recall function); requirements to be performed on a monthly basis. The cost to fire test the units shall be included in your proposed monthly maintenance cost. If after-hours testing is required, the difference in premium labor cost shall be billed as a separate cost.
- B. The CONTRACTOR shall examine periodically traction car safety devices and governors and conduct an annual no load test and five-year full load test. If required, the governor shall be recalibrated and sealed for proper tripping speed. The COUNTY Representative shall witness these tests and a written report shall be furnished indicating the results of such test. All testing shall conform to the requirements of ASME A17.1, A17.2, and/or local code testing requirements. NOTE: The Project Manager will provide a list of all the elevators and dates of when the last five-year full load test was performed for the elevators. The cost to perform the annual no load test shall be included in your proposed monthly maintenance cost. . The five-year full load test will be billed as separate cost.
- C. Hydraulic elevators shall have a load test performed during the term of this Agreement or more often if required by applicable law, ordinance or regulation but no less than every five years. The test and report shall conform to the requirements of the local enforcing authority with the test witnessed by the COUNTY Representative. The five-year full load test and annual pressure relief testing (if required) will be billed as separate cost. Annual pressure relief tests are included.
- D. Create a form for each car describing tests and deliver a signed copy at the end of each month to the COUNTY Representative after a successful test has been concluded. This form will also describe any

malfunctions along with any corrective action taken.

10. HOUSEKEEPING

- A. Within the first three (3) months this Agreement is in effect, the CONTRACTOR shall thoroughly clean all elevator hoist-ways, pits, car tops, controller interiors including filters and machine rooms. In addition, during the same period of time, all car and hoist-way door tracks, hangers, interlocks and closers shall be cleaned, lubricated and adjusted. Continued cleaning must be ongoing and at the following minimum intervals or sooner where conditions warrant.
1. Quarterly: Car tops, pits and machine rooms
 2. Semi-Annually: Hoist-ways and door equipment
- B. The exterior of the machinery and any other parts of the equipment subject to rust shall be properly painted and presentable at all times. The motor windings and controller coils are to be periodically treated with proper insulating compound. The CONTRACTOR shall keep the elevator machinery rooms clean.
- C. All debris such as wiping rags, empty oil cans, trash from pits, etc., shall be promptly removed by the CONTRACTOR.

11. STOCK OF MATERIALS

- A. The CONTRACTOR shall keep in each machine room an adequate supply of contacts, switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses and other parts which are required for prompt replacement together with an adequate supply of lubricants and wiping rags. All supplies shall be stored in metal cabinets or shelves. All cabinets, shelves and containers to be provided by CONTRACTOR and remain the property of CONTRACTOR.
- B. In addition, keep on the premises or in a warehouse within fifty (50) miles of the project or reasonably obtainable within 24 hours:
1. One set of motor brushes and holders for each type of motor and generator.
 2. One door operator motor of each type used.
 3. Hanger sheaves for car and hoist-way doors.
 4. Two complete door interlocks.
 5. One set of generator bearings for each type of generator.
 6. One set of brake linings for each type of brake.
 7. Parts for door protective devices.
 8. Power supplies.
 9. Coils, relays, motor brushes and all other parts as needed to assure prompt replacement in the event of the shutdown of any elevator.
 10. Cylinder head packing and pump motor belts.
 11. Solid-state motor drive components.
 12. One spare control board of each type installed.
- C. CONTRACTOR acknowledges that The COUNTY will not accept crossing elevator equipment and parts

with other manufacturers unless Original Equipment Manufacturer (OEM) has discontinued an item or The COUNTY can be shown improvement in a proposed modification or addition. Some parts manufactured by companies other than the OEM, but supplied to the OEM as part of their overall products, may be acceptable if said part is the same in character and approved by the COUNTY. Some nationally recognized manufacturers duplicate relays, selector parts, coils, rollers, etc. and the COUNTY may recognize these proven suppliers as equal, so long as the product matches the existing part and CONTRACTOR obtains the COUNTY's consent prior to installing such parts.

12. **WIRING DIAGRAMS:**

A complete set of all wiring diagrams for the elevator systems covered under this Agreement shall be maintained in their respective machine rooms. All changes in circuitry made by the CONTRACTOR shall be properly recorded on COUNTY copies and machine room copies of diagrams including date of change and name of person making same. The wiring diagrams are the property of the COUNTY and are to remain in the respective machine room. CONTRACTOR is to determine which elevators do not have wiring diagrams and provide the COUNTY with a listing of each elevator and controller model without wiring diagrams.

13. **SCHEDULES, RECORDS AND LOGS**

- A. At the end of each month, the CONTRACTOR shall provide monthly time tickets to the assigned Facilities Management Project Manager. Time tickets can be delivered in the form of a hard copy or in the form an email stating it's available on-line. Otis will provide the County access to e*service via otis.com. You will be able to access twelve (12) months of repair, completed maintenance procedures and service call history for the units. In addition, you may request designated personnel be sent event driven emails i.e. preventative maintenance procedures and service calls.
- B. These work schedules shall be designed for each type of equipment to be serviced, such as geared elevators, hydraulic elevators, etc., and shall conform to the manufacturer's recommended practice for the particular equipment concerned. They shall show the kind and frequency of service and lubrication proposed by the CONTRACTOR for the duration of the Agreement. However, in no case shall the schedule be less than the minimum requirement of on-site routine servicing man-hours indicated herein.
- C. All inspections, lubrication, adjustments, tests, cleaning, routine repairing and other preventative maintenance activities shall meet the standards established by the original manufacturer and be performed in accordance with schedules submitted by the CONTRACTOR.
- D. Schedules posted in machine rooms shall be of the chart type, which shall be initialed by the technician and supervisor when each scheduled inspection is performed.
- E. CONTRACTOR shall also maintain an accurate and complete log of all work performed in addition to routine service at each location. These logs shall include call back service describing the nature of all complaints and their resolution. The logs shall be kept in the equipment rooms at each location. In addition to the specified machine room log, CONTRACTOR's technician or supervisor shall log in and out of each facility/building on each and every visit. This includes, but is not limited to, routine maintenance, trouble calls, repairs and supervisor's visits. These logs will remain the property of the COUNTY.
- F. The COUNTY Representative must approve all forms required for the above schedules, monthly work sheets, call back records and performance reports.

14. **REPORTS**

- A. Monthly Reports: Otis will provide the County access to e*service via otis.com. You will be able to access twelve (12) months of repair, completed maintenance procedures and service call history for the units. In addition, you may request designated personnel be sent event driven emails i.e. preventative maintenance procedures and service calls. At the end of each month, but no later than five (5) working days beyond the month, CONTRACTOR shall submit the following reports to the COUNTY Representative. Failure to provide such reports shall be considered breach of contract and cause for cancellation or non-payment for the month's activities.
1. Activity Report: An overview of the month's routine maintenance activities identifying the overall condition of the equipment, areas of concern, problematic conditions, usage of the equipment that may reduce the longevity of major components and recommendations for any corrective action that is outside the scope of this Agreement.
 2. Trouble Call Report: A detailed report of all trouble calls that occurred during the month that identifies the building and equipment number, the time and nature of the call, who placed the call, the time the CONTRACTOR arrived in answer to the call, the condition of the equipment upon arrival, work performed to correct the condition and the time the CONTRACTOR departed. This report shall identify if the callback was covered under the terms of this Agreement or if it was an additional billable call. This report may be provided on line.
 3. Test and Inspection Reports: A summary report of all equipment receiving special tests during the month with a detailed back-up of the test results. This includes, but not limited to, fire service testing, safety testing, hydraulic pressure tests, standby emergency power testing and safety inspections performed by the local enforcing authorities.
- B. Supervisors Reports: At the end of each quarter, but no later than five (5) working days beyond the quarter, CONTRACTOR's supervisor shall submit the following information in a report to the COUNTY Representative. Failure to provide such report shall be considered breach of contract and cause for cancellation or non-payment for the quarter's activities.
1. Evaluation of the overall preventative maintenance being performed by CONTRACTOR's employees.
 2. Confirmation that supervisor visited each piece of equipment; reviewed machine room maintenance logs and signed such.
 3. Report on the planned activities and schedules over the next quarter with regard to repair work that will be required causing equipment to be removed from service.
 4. Any recommendations that will improve the overall operation or extend the remaining useful life of the equipment.

15. **PERSONNEL**

- A. Trained maintenance and repair personnel, directly employed and supervised by the CONTRACTOR, shall perform all services. A journeyman level mechanic, as a minimum shall perform all work. Apprentices may not work alone but may assist the mechanic as needed. In the event that The COUNTY becomes dissatisfied with the performance of any persons assigned to perform the services under this Agreement, CONTRACTOR agrees, upon request from the COUNTY Representative, to assign other qualified personnel to perform these services.
- B. CONTRACTOR agrees that, at all times, the employee of CONTRACTOR furnishing or performing any services shall do so in a proper, workman-like, and dignified manner, wearing uniforms which shall

be neat, clean, shirts tucked-in, well-pressed, and in good condition.

- C. CONTRACTOR shall provide, at all times, adequate and expert managerial and administrative supervision for its employees. CONTRACTOR shall also provide sufficient back-up in times of staff shortages due to vacations, illnesses, and inclement weather.

16. **PERFORMANCE GUARANTEE**

- A. If an elevator is out of service for longer than two (2) consecutive work days for a non-scheduled repair, the monthly maintenance cost of that unit MAY be credited to the next monthly billing. All repairs shall be pre-scheduled in writing.
NOTE: No penalty shall be assessed under items A. above if damage is caused by vandalism or any other cause except normal wear and tear.
- B. If the CONTRACTOR does not respond in the time frames listed below under "Trouble Calls", the following month's billing MAY be credited in the amount of \$200.00 for each extended trouble call. *See Section no. 7; HOURS AND MANNER OF WORK on page 18 for Trouble Calls.*
- C. No penalty shall be assessed under items A. or C. above if damage is caused by vandalism or any other cause except normal wear and tear.
- D. Failure to complete required documentation (2) times, per terms of the contract will be grounds for withholding payment.
- E. Notwithstanding any other provision in the contract to the contrary, neither party shall be liable for any loss, damage, or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, labor disputes, theft, weather, natural or man-made disaster, civil commotion, mischief or act of God.
- F. CONTRACTOR will provide union labor and will make reasonable efforts to ensure they will work in harmony with others. To effect this, CONTRACTOR agrees to provide sufficient workers, equipment and materials for prompt and diligent prosecution of the work. Notwithstanding any language contrary contained in the contract documents, a work stoppage, whether caused by strikes, lockouts, or other labor disputes, shall not constitute a breach of contract or an event of default.

NOTE: THE COUNTY'S GOAL IS TO RECEIVE THE PROPER AMOUNT OF CARE REQUIRED FOR OPTIMUM PERFORMANCE AND LONGEVITY OF ALL EQUIPMENT. IN REGARDS TO ASSESSING PENALTIES, THE KEY IS COMMUNICATION WITH THE ASSIGNED FACILITIES MANAGEMENT PROJECT MANAGER. IF THE ASSIGNED FACILITIES MANAGEMENT PROJECT MANAGER DEEMS THE CIRCUMSTANCES ARE BEYOND THE CONTRACTOR'S CONTROL AND NOT DUE TO THE CONTRACTOR'S NEGLIGENCE, THE PENALTIES WILL BE WAIVED.

17. **CHANGES IN WORK**

- A. The COUNTY Representative, without invalidating this Agreement, may order extra work or make changes by altering, adding to or deducting from the work only by written purchase order change, initiated by The COUNTY Representative and properly approved and authorized and setting forth the amount of money to be added or deducted.
Note that any work outside the scope of the contract shall be documented with digital photographs submitted with invoice.

- B. In the event that the COUNTY Representative withdraws or adds any elevator to/from service, or the usefulness of any elevator shall end, during the term of this Agreement, the CONTRACTOR shall agree to negotiate an acceptable reduction and/or increase of cost for service for the remainder of said Agreement.

THE COUNTY'S RIGHT TO AUDIT QUALITY OF MAINTENANCE

- C. The COUNTY Representative may elect to have specific elevators evaluated and tested in accordance with "Special Tests" and witnessed by a neutral party. The CONTRACTOR shall provide the necessary manpower, tools, instruments, test weights, etc. as required without additional cost to The COUNTY Representative to conduct the tests not more frequently than annually.
- D. The COUNTY may retain the services of an independent elevator consultant to evaluate the elevator performance covered under this maintenance Agreement. These evaluations may be made on a yearly basis during the course of this Agreement.
- E. The elevator consultant will issue the results of these evaluations to the COUNTY. If non-compliance items are included in the report, The COUNTY's Representative will issue a punch-list to the CONTRACTOR who shall correct those items within thirty days. If punch-list items are not corrected within thirty days, The COUNTY may solicit competitive corrective bids to abate the non-compliance items. The costs of this corrective action will be deducted from money owed to the Maintenance CONTRACTOR.

18. **COMPLIANCE WITH LAWS AND CODES:**

In the performance of this Agreement, the CONTRACTOR agrees he will abide by all laws, codes, rules and regulations set forth with regard to the equipment by municipal or state authorities having jurisdiction in effect on the date of this Agreement.

NOTICES: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party under this Agreement shall be in writing and shall be served personally, delivered by independent messenger or courier service, or sent by U.S. registered or certified mail, return receipt requested, postage prepaid.

- A. Either party may change its address by a notice to the other party complying with this paragraph.
- B. Notices delivered personally will be effective immediately upon delivery to an authorized representative of the party at the designated address; notices sent by independent messenger or courier service will be effective one (1) day after acceptance by the independent service for delivery; notices sent by mail in accordance with this Agreement will be effective two (2) days after mailing.

**EXHIBIT B
PAYMENT PROVISIONS**

Bldg.#	Building Name	State #	Equipment Type	Price Per Month
RV0904	CJB - Criminal Justice Building (O&G)	036332, 036333 (2)	elevator	\$1,000.00
RV0905	County Administrative Center - Tower	045199, 059809, 059851, 059815, 045443 (5)	elevator	\$2,625.00
RV0914	Presley Detention Center	088889, 092535, 092536, 092736, 093064, 093063 (6)	elevator	\$ 2,300.00
RV1005	County Administrative Center - Annex	131241, 131242, 131223 (3)	elevator	\$1,200.00
RV1017	Riverside Public Defender	119148	elevator	\$175.00
RV1044	Riverside Centre - Bldg. A	072663, 072532, 072511 (3)	elevator	\$1,200.00
RV1058	The Law Bldg. (Regency Tower)	157011, 157012, 157013, 157014, 157015, 157016, 157017, 157018 (8)	elevator	\$3,400.00
RV1078	Riverside County Innovation Center	133335, 133440, 133444 (3)	elevator	\$1,575.00
RCRMC	26520 CACTUS AVE, MORENO VALLEY		14 UNITS	\$4,175.00

Regular Working Hours of the Trade 8:00 AM to 5:00 PM

	Maintenance & Callbacks			Repairs		
	Mon-Fri	Sat-Sun	Holidays	Mon-Fri	Sat-Sun	Holidays
Mechanic	\$276.00	\$552.00	\$552.00	\$276.00	\$552.00	\$552.00
Apprentice	\$219.00	\$438.00	\$438.00	\$219.00	\$438.00	\$438.00
Repair Team	\$495.00	\$990.00	\$990.00	\$495.00	\$990.00	\$990.00

Regular Working Hours of the Trade 8:00 AM to 5:00 PM

	Maintenance & Callbacks			Repairs		
	Mon-Fri	Sat-Sun	Holidays	Mon-Fri	Sat-Sun	Holidays
Mechanic	\$276.00	\$552.00	\$552.00	\$276.00	\$552.00	\$552.00
Apprentice	\$219.00	\$438.00	\$438.00	\$219.00	\$438.00	\$438.00
Repair Team	\$495.00	\$990.00	\$990.00	\$495.00	\$990.00	\$990.00

List the cost to perform an annual “no load test” per unit: \$0.00_____

List the cost to perform a five year “full load test” per unit: \$1,600

1. OVERTIME CALLBACKS INCLUDED:

- ii. The COUNTY has determined that certain equipment is critical to after hour’s operation of certain facilities and may require overtime callbacks from time to time. The cost of Overtime Callbacks for the following equipment shall be Included in this Agreement without extra charge to the COUNTY.

Building	State Number	Equipment Type	Number Of Stops
RV0902 – Riv Probation – Jail <i>(No Longer in Use)</i>	035157 <i>(Remove)</i>	Electric Basement Traction (1)	03
RV0904 – Riv Criminal Justice Building (CJB)	036332, 036333	Electric Overhead Traction (2)	06
RV0914 – Riv Presley Detention Center (Jail)	088889, 092535, 092536, 092736, 093063, 093064	Hydroelectric (2), Overhead Traction (4)	02, 03, 07, 07, 08, 08
JV5908 – Riv Academy of Justice (AOJ)	061951	Hydroelectric (1)	02
RV0993 – Riv 12 th Street Parking Structure	106135, 103136, 106137, 106138	Hydroelectric (4)	05
RV0996 – Riv District Attorney (DA)	041094, 041095	Overhead Traction (2)	08
RV1001 – Riv Bankruptcy Court	108391, 108392, 108394, 108395	Hydroelectric (4)	03, 03, 03, 04
RV1003 – Riv District Court	119016, 119017, 119018, 119019, 119020	Hydroelectric (5)	04
MU1301 – Murrieta Southwest Justice Center (SWJC) Jail A	103130, 103131, 103132	Hydroelectric (3)	02
MU1305 – Murrieta SWJC Patrol	101968	Hydroelectric (1)	02
PD2202 – Palm Desert Sheriff Station <i>(City of Palm Desert Handling Services)</i>	095743 <i>(Remove)</i>	Hydraulic (1)	02
IN702 – Indio Jail	101704	Hydroelectric (1)	02