

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



**ITEM: 3.10
(ID # 20148)**

MEETING DATE:
Tuesday, March 28, 2023

FROM : FACILITIES MANAGEMENT AND RIVERSIDE UNIVERSITY HEALTH SYSTEM :

SUBJECT: FACILITIES MANAGEMENT AND RUHS: Ratification and Approval of the Participating Agreements with KONE, Inc., and Otis Elevator Company for Elevator Service, Repair, Maintenance Inspection/Testing Parts, and Modernization for Two Years in the Annual amount of \$800,000 with the Option to Renew for Five Additional One Year Periods, All Districts. [Total aggregate cost \$5,600,000 and up to \$840,000 in additional compensation, 100% Departmental Budgets]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Participating Agreement with Kone, Inc., a Delaware corporation, utilizing the Cooperative Agreement with OMNIA Partners for Elevator Service, Repair, Maintenance, Inspection/Testing, Parts, and Modernization services for \$300,000 annually for two years with the option to renew for 5 additional one-year periods; and authorize the Chair of the Board (Chair) to sign the Agreement on behalf of the County;

Continued on Page 2

ACTION:Policy

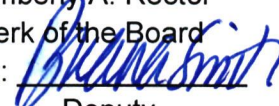

Jennifer Crulkshank, Chief Executive Officer - Health System 3/13/2023


Rose Salgado, Director of Facilities Management 3/16/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: March 28, 2023
xc: FM, RUHS

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Ratify and Approve the Participating Agreement with Otis Elevator Company, a New Jersey corporation, utilizing the Cooperative Agreement with OMNIA Partners for Elevator Service, Repair, Maintenance, Inspection/Testing, Parts, and Modernization services for \$500,000 annually for two years with the option to renew for 5 additional one-year periods; and authorize the Chair to sign the Agreement on behalf of the County;

3. Authorize the Chair to sign Four (4) copies of each Agreement on behalf of the County and Direct the Clerk of the Board to retain one (1) copy of each Agreement and return three (3) copies of each Agreement to Purchasing for distribution; and

4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: (a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; (b) move the allocated funds among the vendors; and (c) sign amendments to the compensation provisions that do not exceed the total aggregate of eight hundred forty thousand dollars (\$840,000) for the total term of the contracts as needed for contingency repair and/or additional items not covered under the monthly maintenance program.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 800,000	\$ 800,000	\$ 5,600,000	\$
NET COUNTY COST	\$	\$	\$	\$
SOURCE OF FUNDS: 100% General Fund			Budget Adjustment:	No
			For Fiscal Year:	22/23-28/29

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Facilities Management Department (FM) and the Riverside University Health Systems (RUHS) have a total of 131 various elevators, stairlifts and dumbwaiters throughout the county. Plant operations are responsible for maintaining those elevators and their equipment throughout the County at their various locations. To ensure safety and current operating permits, elevators require routine maintenance, inspections and repairs as well as emergency service when an elevator fails to operate correctly.

Due to the COVID-19 pandemic and its impact on county departments, such as staff being redirected from daily assignments within the normal course of business to addressing immediate COVID-19 concerns through the activation of the Emergency Operating Center

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STATE OF CALIFORNIA**

(EOC), the countywide contract for Elevator Maintenance reached the end of its term during this period without a new solicitation being issued. The Purchasing Department was able to locate and obtain the required permission to piggy-back off of the OMNIA Partners Cooperative Agreement that is currently in effect. Securing the same pricing and level of service that the county was currently receiving, while avoiding a laps in critical services.

Impact on Residents and Businesses

These services ensure proper maintenance of the elevators throughout the county in order to help keep citizens safe when visiting any of the County locations. These services also help to maintain the longevity of the equipment and keep costs of permits and repairs lower.

Additional Fiscal Information

County departments will issue purchase orders directly with the awarded vendors. The individual department's Elevator services costs are not within Purchasing rates or budget; departments will pay for these costs directly.

Contract History and Price Reasonableness

Purchasing is leveraging off OMNIA Partners Cooperative Agreements for Elevator Service, Repair, Maintenance, Inspection/Testing, Parts, and Modernization Services, which was awarded to both Kone Inc., and Otis Elevator Company. These agreements have been solicited and meet the County governing law and requirements.

<u>Agency</u>	<u>Agreement</u>	<u>Amount</u>
KONE Inc.	PUARC-91013-001-09/24	\$300,000
Otis Elevator	PUARC-91013-002-09/24	\$500,000

ATTACHMENTS:

- PUARC-91013-001-09/24 – KONE INC.
- PUARC-91013-002-09/24 – OTTIS ELEVATOR



Meghan Hahn, Deputy Director of Procurement 3/17/2023



Aaron Gettis, Deputy County Counsel 3/17/2023

PARTICIPATING AGREEMENT

in

UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT # 2019.001564

for

**ELEVATOR SERVICE, REPAIR, MAINTENANCE, INSPECTION/TESTING, PARTS, AND
MODERNIZATION**

between

COUNTY OF RIVERSIDE

and

KONE INC.



MAR 28 2023 3.10

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This Participating Agreement (herein referred to as "Agreement") is made and entered into this ____ day of _____, 2022, by and between **KONE INC.**, a Delaware corporation, (herein referred to as "CONTRACTOR") and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, (herein referred to as "COUNTY") in connection with that certain UC Contract (defined below).

Recitals

WHEREAS, CONTRACTOR entered into that certain Purchasing Agreement # 2019.001564 with The Regents of the University of California, a California public corporation, on behalf of the University of California (herein referred to as "UC") on or about November 1, 2019 to furnish certain goods and services described therein with an initial term of October 1, 2019 through September 30, 2024 (herein referred to as the "UC Contract"); and

WHEREAS, UC competitively bid the UC Contract and said competitive bid process satisfies the COUNTY's competitive bidding requirements; and

WHEREAS, pursuant to Section 16, Cooperative Purchasing, of the UC Contract, CONTRACTOR agreed to "extend pricing and Goods and/or Services [within the UC Contract] to the California State University Institutions (CSU) and the California Community Colleges (CCC) and agencies nationwide registered with OMNIA Partners"; and

WHEREAS, COUNTY is an agency registered with OMNIA Partners; and

WHEREAS, COUNTY desires to have the CONTRACTOR furnish the same goods and/or services set forth in the UC Contract and Exhibit A of this Agreement to COUNTY at the prices set forth in the UC Contract and Exhibit B of this Agreement;

NOW THEREFORE, the parties agree as follows:

1. Description of Services

1.1 COUNTY and CONTRACTOR agree the above recitals are true and correct and are incorporated herein by reference. The terms, conditions, and requirements of the UC Contract are incorporated herein by reference. In the event there is a conflict between the terms, conditions, and requirements of this Agreement and the terms, conditions, and requirements of the UC Contract, the terms, conditions, and requirements of this Agreement shall prevail.

1.2 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, attached hereto and incorporated herein by this reference.

1.3 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.

1.4 CONTRACTOR affirms that 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.

1.5 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.

1.6 All or a portion of the services in this Agreement is considered a public works project according to California Labor Code section 1771 and subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). Prevailing wage and registration requirements remain in effect throughout the period of performance of this Agreement. CONTRACTOR will provide its DIR registration each fiscal year to COUNTY within ten (10) business days of renewal. COUNTY will register this Agreement annually and provide CONTRACTOR with the applicable DIR project identification number in which to reference when uploading electronic certified payroll records (eCPR) to www.dir.ca.gov as required. CONTRACTOR must also provide a copy of its certified payroll records to COUNTY at the same time those records are provided to the DIR. CONTRACTOR shall pay its employees the general prevailing rate of pay for each craft or type of workman or mechanic needed to perform under this Agreement in compliance with applicable DIR requirements. CONTRACTOR shall comply with the requirements set forth in Exhibit C, Prevailing Wage Requirements, attached hereto and incorporated herein by this reference.

2. Period of Performance

2.1 This Agreement shall be Ratified to February 1, 2021 and effective upon signature of this Agreement by both parties and continues in effect through September 30, 2024, unless terminated earlier. The Period of Performance may be renewed for five (5) successive one (1) – year periods by written amendments signed by the authorized representatives of both parties. 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 three hundred thousand dollars (\$300,000) 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 (If applicable). 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 the remit to address noted on the Purchase Order. This Agreement is intended for use by multiple COUNTY departments which have their own payment processing locations.

- 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-91013-001-9/24**); 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. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. 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 thirty (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 thirty (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.

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 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a 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 subcontractor 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/Employment Eligibility

9.1 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.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after

it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

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

12.1 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.

12.2 CONTRACTOR shall maintain a current and an active State of California Contractor's license (CSLB), Classification C11 Elevator Installation. In addition, CONTRACTOR shall maintain a Certified Qualified Conveyance Company (CQCC) license issued by DOSH to perform the work in conformance with the provisions of the California Business and Professional Code. It is the CONTRACTOR's responsibility to provide proof of CSLB renewal to COUNTY throughout the period of performance of this Agreement.

12.3 CONTRACTOR is required to maintain a current valid DIR registration status throughout the period of performance of this Agreement. It is the CONTRACTOR's responsibility to provide proof of DIR registration to COUNTY each fiscal year within ten (10) days of renewal.

- a) **KONE Inc. - DIR#1000003806 and CSLB #179166**
- b) **DIR eCPR#_____ for electronic certified payroll reporting**

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. 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 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 (5) 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

County of Riverside
3450 14th Street
Riverside, CA 92501
Attn: Facilities Management

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, 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 ten (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, claim or damage based upon actions of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of 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 the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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 \$2,000,000 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 Endorsements effecting

coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide confirmation from insurance carrier, 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 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 copies of endorsements and if requested, confirmation from carrier 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. Warranty

23.1 CONTRACTOR shall provide a warranty that includes all parts and labor. CONTRACTOR shall handle all repairs/services of equipment(s) under warranty, manufacture warranty or CONTRACTOR Company warranty. CONTRACTOR shall assume all responsibilities pertaining to shipping and handling of equipment that has to be sent back to the manufacture for repairs/services. In the event the equipment is beyond repair, a replacement of a brand new equipment of the same model or equivalent shall be provided by CONTRACTOR. REMANUFACTURED equipment is not accepted.

23.2 All warranty work shall commence to cure within two (2) weeks of written notice by the COUNTY.

23.3 Workmanship: A one-year unconditional warranty shall be in effect from the CONTRACTOR.

23.4 All work performed by the CONTRACTOR, under this Agreement, shall be warranted by the CONTRACTOR to be free from defects for a period of not less than one (1) year. All work rejected by the COUNTY as failing to conform to the requirements of the scope of work for each project, CONTRACTOR shall remedy unsatisfactory work within two (2) weeks. The CONTRACTOR shall bear the cost of correcting such rejected work. Recurring problems, which the COUNTY determines to be directly attributable to the work of the CONTRACTOR, could result in termination of the Agreement for default.

23.5 All parts, materials and equipment installed by the CONTRACTOR shall be new and shall have full manufacturer's warranty in place, said warranties being fully transferable to the COUNTY.

23.6 Any damages to COUNTY property caused by the CONTRACTOR's personnel while performing work under this Agreement shall be fully repaired or replaced at the CONTRACTOR's expense.

23.7 CONTRACTOR'S warranty is limited to the repair or replacement, at CONTRACTOR'S discretion, of defective materials and the correction of defective workmanship within a reasonable time for defects that are reported to CONTRACTOR during the term of this Agreement. This warranty excludes damage due to external causes such as fire, water and weather, improper use, misuse, neglect or work by others.

24. General

24.1 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.

24.2 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.

24.3 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.

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

24.5 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.

24.6 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.

24.7 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.

24.8 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.

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

24.10 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).

24.11 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.

24.12 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.

24.13 Notwithstanding anything to the contrary in this Agreement, in no event will either party be liable to the other party for any consequential, exemplary, special, liquidated, incidental, or indirect damages (including lost profits or loss of goodwill) (collectively, "Consequential Damages") arising out of or related to this Agreement, whether such damages are based in contract, tort (including negligence and strict liability) or any other form of action, even if such party has been advised of the possibility of any Consequential Damages.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: [Signature]
KEVIN JEFFRIES Chair
Board of Supervisors

KONE INC., a Delaware corporation

By: [Signature]
~~Jeff Blum~~ JOSEPH KAUG
~~Senior Vice President~~ ASST. SECRETARY

Dated: 3/28/23

Dated: 10/6/22

ATTEST:
KIMBERLY A. RECTOR
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
~~Gregory P. Priamos~~
County Counsel

By: [Signature] on behalf of
Ryan Yabko
Deputy County Counsel

MAR 28 2023 3.10

**EXHIBIT A
SCOPE OF SERVICES**

**FULL SERVICE ELEVATOR, ESCALATOR, CHAIRLIFT AND PLATFORM LIFT
MAINTENANCE AND REPAIR PROGRAM REQUIREMENTS**

1. The intent of the Full Service Elevator, escalator, chairlift and platform lift, maintenance program is for the CONTRACTOR to assume all responsibility associated with the elevator, escalator, chairlift and platform lift, equipment and associated parts as specified herein, with the exception of those stated items that have been excluded as referenced in this CONTRACT. The work to be performed by the elevator, escalator, chairlift and platform lift CONTRACTOR under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service maintenance, and repairs of every description, including inspections, adjustments, test and replacement of parts as herein specified for all equipment covered under this CONTRACT.
 - 1.1. The work to be performed by the elevator, escalator, chairlift and platform lift CONTRACTOR under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement of parts as herein specified for all equipment covered under this CONTRACT, as listed.
 - 1.2. The CONTRACTOR shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following items and components thereof and all other mechanical or electrical equipment, including, but not necessarily limited to the following:
2. **Elevators:**
 - 2.1. Entire machine, include housing, drive sheave, drive sheave shaft bearings, brake and assembly and component parts.
 - 2.2. Hoist motor and motor generator including auxiliary rotating systems, motor windings, rotating elements, commentators and bearings, field windings.
 - 2.3. All sheaves.
 - 2.4. Controller: All components including all relays, CONTRACTs, solid state component resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices, computer devices.
 - 2.5. Selector: All components including selector drive tape, wire or cable, hoist way vanes, magnets, inductors and all other mechanical and electrical drive components.
 - 2.6. Motor, and motor generators brush and brush holders.
 - 2.7. Hoistway door interlocks or locks and contacts: hoistway door hangers and tracks, bottom door jibs, cams, rollers, and auxiliary door closing devices for power- operated doors. Chains,

- tracks, cams, interlocks, sheaves for vertical bi-parting doors. All thrust rollers, (Eccentrics) broken arm closer assembly, retiring arm assemblies complete.
- 2.8. Hoistway limit switches, slowdown switches, leveling switches and associated cams and vanes.
 - 2.9. Guide shoes including rollers or jib type assemblies complete.
 - 2.10. Automatic power operated door operators, door protective devices, car hangers, tracks and car door contacts for both side slide and vertical bi-parting doors, photo eyes.
 - 2.11. Traveling cables.
 - 2.12. Elevator control wiring in hoist way and machine room.
 - 2.13. Governor including governor sheave and shaft assembly bearings, contact jaw and governor tension assemblies.
 - 2.14. Car and counterweight safety mechanism and load weighting equipment.
 - 2.15. Hoist cables, governor cables, compensating cables and compensating chains, including the adjustment and shorting of same as required by Code.
 - 2.16. Buffers, oil or spring type.
 - 2.17. Fixture contacts, push buttons, key switches and locks and lamps and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators.
 - 2.18. The CONTRACTOR shall keep the guide rails free of rust where roller guides are used and properly lubricated when sliding guides are used. Renew guide shoe rollers and jibs as required to insure smooth and satisfactory operation.
 - 2.19. The CONTRACTOR shall also examine and make necessary adjustment or repair to the following accessory equipment including revamping of signal equipment: hall lanterns car and corridor position indicators, car stations, traffic direction station, electric door operators, intercom system, interlocks, door hangers, safety edges, LED.
 - 2.20. All replacement parts shall be new and specifically designed for the elevator on which they are to be used.
 - 2.21. The CONTRACTOR shall furnish and use lubricants as recommended by the manufacturer of the equipment or approved equal.
 - 2.22. The CONTRACTOR shall be responsible for keeping the exterior of the elevator, machinery and other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed with proper insulating compound as recommended by the motor manufacturer. Cleaning and re-finishing of the interior of the cars and exterior of hoist way door frames are excluded from this CONTRACT.
 - 2.23. The CONTRACTOR shall maintain all elevator equipment in hoistways, pits, machine rooms, and assigned elevator. CONTRACTOR work space in a clean, orderly condition, free of dirt, dust and debris; pits and machine spaces shall be kept dry and clean.

3. Escalators:

- 3.1. The CONTRACTOR shall regularly and systematically examine, adjust, lubricate, clean internal truss structures (as required), maintain all accessory equipment, and if conditions warrant, repair or replace the following escalator components: escalator power unit, controller parts, electrical switches, wiring, bearing, governors and brakes, step and chain wheels, chains and sprockets, steps and step treads, comb plates, safety device handrails.

4. Chairlifts and platform lifts:

- 4.1. The CONTRACTOR shall perform regular inspections to address the following: ride access by passengers, maintenance and operational staff; safety during the ride; fundamental mechanical and electrical safety; fire safety; noise.
- 4.2. The CONTRACTOR shall perform the following inspection activities: commissioning inspection including load test runs; formal pre-season inspection; daily and periodic maintenance inspections; annual inspection; periodic major inspection of critical components; designer and manufacturer stipulated inspections; ancillary equipment inspections.
- 4.3. The CONTRACTOR shall inspect the platform and control panel, lock bolts for tightness, the foot switch for proper operation, switches which should be in neutral, signs and labels and instructions for legibility, safety latches, toe boards, railings and guards to ensure they are in good condition and working properly.
- 4.4. The CONTRACTOR shall inspect, and when conditions warrant, replace the following for the boom or lift:
 - 4.4.1. the jib and main boom assembly or scissors lift to ensure pins and pivot points are in good condition, properly attached and locked, and show no signs of bending, pinching or wearing
 - 4.4.2. lubrication points for signs of lubrication; dry or dirty lube fittings might mean the lube points have not been used
 - 4.4.3. the control valves for leaks, loose hoses, frayed wires or damaged insulation, making sure support brackets are in place and tight.
- 4.5. The CONTRACTOR shall inspect, and when conditions warrant, replace the following for the frame:
 - 4.5.1. the four-wheel assemblies for tire condition and proper inflation the drive hub and brakes for signs of brake fluid leakage, caked dirt, lack of lubrication and missing or loose lug nuts, and any fluids used or removed by CONTRACTOR will be disposed or removed properly by CONTRACTOR.
 - 4.5.2. the steering cylinders, tie rods and steering linkage for wear and proper fluid levels and lubrication.
- 4.6. The CONTRACTOR shall inspect, and when conditions warrant, replace the following for the turntable:

- 4.6.1. drive-train components — pump, drive motor, brake and control valve, connecting hydraulic hose, and fittings — for signs of hydraulic-fluid leaks visible at connections
- 4.6.2. pumps or control valves for low pressure under loads caused by wear
- 4.6.3. pressure plates for cracks due to overloading; signs of cracks should trigger a more detailed inspection of all lift components for signs of strain, such as leaks, bent or scored mechanical linkages or cable fatigue.
- 4.6.4. turntable drive and support bolts
- 4.6.5. turntable bearing and gear mechanism for proper lubrication and smooth rotation; hesitation might indicate bearing wear or damage.
- 4.7. The CONTRACTOR shall inspect, and when conditions warrant, replace the following electrical components:
 - 4.7.1. engine filter
 - 4.7.2. battery-fluid level
 - 4.7.3. oil level
 - 4.7.4. muffler and exhaust system for leaks or loose brackets
 - 4.7.5. hydraulic pump, medium-pressure filter housing and swivel for leakage or damage
 - 4.7.6. horizontal cutoff limit switch to make sure it is free of dirt and the arm is straight, clean, and free to move, if applicable
 - 4.7.7. hoses and wires to look for leaks, wear or damage
 - 4.7.8. doors and latches for lubrication and proper operation.
- 4.8. The CONTRACTOR shall inspect, and when conditions warrant, replace the following accessories:
 - 4.8.1. manual descent for wear or damage indicated by leakage, dents or scoring of the cylinder
 - 4.8.2. return filters for obstructions or leaks
 - 4.8.3. LP gas tank, if appropriate, to ensure it is well anchored and all clamps and bolts are tight hydraulic fluid level in the reservoir by removing the cap, checking the oil level and replacing the cap
 - 4.8.4. magnetic plug, if appropriate, to check for iron filings indicating metal scoring is occurring in the system; checks should be done when the system is shut down, lowered for storage, and the oil is cold.
 - 4.8.5. ground-control switches to ensure all operational labels and warning signs are

legible.

5. General:

- 5.1. The CONTRACTOR shall not be responsible (unless directed by the UC in which costs shall be incurred by the User Agency) for upgrading the equipment to meet changes in code requirements as may be recommended and/or directed by insurance companies, Federal, State, Municipal or other Governmental authorities. Should a full replacement of an elevator, escalator, chair lift and/or platform lift be required, Purchasing may facilitate a RFP process. The successful Proposer may be responsible for the maintenance of the elevator, escalator, chair lift and/or platform lift and its associated equipment and parts in accordance with the manufacturer's warranty (typically one (1) year). At the conclusion of the warranty period, in accordance to the contents of this RFP, the full service maintenance CONTRACTOR shall resume all maintenance activities associated with the maintaining the replaced elevator, escalator, chair lift and/or platform lift.
- 5.2. The CONTRACTOR shall be responsible for giving immediate notice to the designated Agency Representative of any condition, which he discovers, that may present a hazard to either the equipment or passengers.
- 5.3. The CONTRACTOR shall not be required by this agreement, except as herein noted, to make renewals or repairs necessitated by proven negligence or misuse of the equipment by persons other than the CONTRACTOR, his representatives and employees, or by reason of any other proven cause except for normal wear and tear, beyond the control of the CONTRACTOR.

5.3.1. *Examples of these are the following:*

- 5.3.1.1. *Refinishing, repairing or replacing car enclosures, hoistway, enclosure, hoistway door panels, frames, and sills, and all power supply panels and feeders. Cost of repairs, replacements or removal necessitated by any cause, other than ordinary wear, which is occasioned by negligence shall be determined by General Services and the Agency Representative.*
- 5.3.1.2. *Any repairs that are not the CONTRACTOR's responsibility will be paid at the labor rates on the Proposal Form. All material required for the above mentioned repairs will be paid on either a time and material or not-to-exceed basis as defined in the Offeror's proposal. The CONTRACTOR will be paid only for repairs actually required.*

6. Equipment, Wiring and Circuit Changes:

- 6.1. The CONTRACTOR shall not make any changes or alterations to the existing mechanical equipment, circuit wiring or sequencing, nor alter the original circuit or wiring design of the elevator, escalator, chairlift and platform lifts unless changes are authorized, in writing, by the agency designated representative for approval. This submission shall include neatly prepared

drawings and wiring diagrams as well as a complete description of the proposed change. Prior to submitting the proposed change to the agency, the CONTRACTOR shall, at its own cost and expense, have obtained comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made, CONTRACTOR shall provide as-built drawings of modifications.

7. Maintenance Service:

- 7.1. Maintenance under this CONTRACT shall provide a constant, high quality service to properly protect all elevator, escalator, chairlift and platform lift, escalator, chairlift and platform lift equipment from deterioration and to provide constant peak performance of all elevator, escalator, chairlift and platform lifts, escalators, chairlifts and platform lifts, resulting in a minimum of down time for any portion of the system.
- 7.2. Not more than one elevator, escalator, chairlift and platform lift per facility shall be out of service at one time for regular maintenance lubrication and servicing. The time of day that each elevator, escalator, chairlift and platform lift can be shut down for routine maintenance shall be scheduled with the designated Agency Representative to minimize the disruption caused by the elevator, escalator, chairlift and platform lifts being out of service. If for any reason an elevator, escalator, chairlift and platform lift should be out of service for more than two (2) hours, the CONTRACTOR shall notify the Agency Representative when the elevator, escalator, chairlift and platform lift was taken out of service, the reason why and what time the elevator, escalator, chairlift and platform lift is expected to be put back in service for proper and safe operation. The following schedule will be considered maximum shut down times allowed (times below can be modified by COUNTY):

7.2.1. Major Repairs (include but not necessarily limited to the following);

- 7.2.1.1. Cable-hoist, governor, compensating and tail ropes. Completion of the work should be within four (4) working days after replacement cables are received.
- 7.2.1.2. Brake Coils and motor field coils – five (5) working days.
- 7.2.1.3. Rewind motor or MG ser armature – eight (8) working days.
- 7.2.1.4. Turn down and undercut machine commutator – three (3) working days.
- 7.2.1.5. Governor repair – two (2) working days.
- 7.2.1.6. Replace motor bearings- four (4) working days.

**7.2.2. Minor Repairs (include but not necessarily limited to the following):
Completion within twenty-four (24) hours**

- 7.2.2.1. Replace relay coils.
- 7.2.2.2. Replace relays.
- 7.2.2.3. Replays door interlocks.
- 7.2.2.4. Replace door jibs.
- 7.2.2.5. Door operator repairs.

7.2.2.6. Repair selector drive tape.

**7.2.3. Minor Repairs (include but not necessarily limited to the following):
Completion within two (2) working days**

7.2.3.1. Replace door operator motor.

7.2.3.2. Replace selector drives motor.

7.2.3.3. Replace brake linings.

7.2.3.4. When an elevator, escalator, chairlift and platform lift is shut down, a laminated sign shall be placed at each opening (where applicable) stating: "This elevator, escalator, chairlift and platform lift is being serviced. Please use Elevator, escalator, chairlift and platform lift No. ". A record shall be maintained by the CONTRACTOR of non-emergency maintenance items in need of correction which come to his attention, and he shall provide this list to the designated Agency Representative for necessary corrective action during the CONTRACTOR's routine visits.

8. Maintenance Service Records:

- 8.1. The CONTRACTOR shall provide and keep current suitable electronic check charts for each elevator, escalator, chairlift and platform lift. Upon completion of maintenance, the CONTRACTOR is to furnish an electronic report including check charts and log of arrival and departure times of the CONTRACTOR's employees according the standard as set forth. The electronic log shall contain column lines for date entry and column lines for description/extent of work performed.
- 8.2. The CONTRACTOR shall maintain an electronic log of all call back records. On a semiannual basis, the CONTRACTOR shall submit an electronic copy to the user agency in the form of a line graph that show the trend in callbacks.

9. Maintenance Responsibility:

- 9.1. The CONTRACTOR shall keep the elevator, escalator, chairlift and platform lift maintained to operate at the original CONTRACT speed, keeping the original performance time, including acceleration and retardation as designed and installed by the manufacturer. The door operation shall be adjusted as required to maintain optimum door opening and door closing times, within legal limits.
- 9.2. General Services and the User Agency Representative reserves the right to make inspections and tests when deemed advisable. If it is found that the elevator, escalator, chairlift and platform lifts and associated equipment are deficient either electrically or mechanically, the CONTRACTOR will be notified of these deficiencies in writing, and, if no life threatening situation exists, it shall be his responsibility to make the necessary corrections within thirty (30) days after his receipt of such notice. In the event of a life- threatening situation, the CONTRACTOR must make the necessary repairs immediately. In the event that the deficiencies have not been corrected within thirty (30) days, or immediately as the case may be, the user Agency may terminate and employ a CONTRACTOR to make the corrections at

the original Offeror's expense.

- 9.3. During any CONTRACT year a company designated by the User Agency or his representative will perform maintenance and safety inspections. The maintenance CONTRACTOR shall accompany this inspector for both inspections of all elevator, escalator, chairlift and platform lifts covered under this CONTRACT. At the conclusion of this inspection, the user Agency Representative shall give the CONTRACTOR written notice via an electronic document of any deficiencies found. The CONTRACTOR shall be responsible for the correction of these deficiencies in accordance with the above paragraph.

10. Work Hours:

- 10.1. The maintenance work to be performed under these specifications shall be performed during the normal working hours of 8:00am to 4:30pm, Monday through Friday, COUNTY holidays excepted.
- 10.2. The CONTRACTOR shall provide emergency call back service for all elevator, escalator, chairlift and platform lifts under which the CONTRACTOR agrees to have an electronic workman report to the site of the emergency within time proposed in Exhibit B- Payment Provisions or such service by telephone or otherwise from the COUNTY representative. This emergency callback service shall be limited to minor adjustments or repairs to provide uninterrupted elevator, escalator, chairlift and platform lift services. Emergency callback service shall be performed as part of this Agreement without additional charge, during normal hours. The CONTRACTOR shall provide names and telephone numbers of the persons to be contacted.
- 10.3. Should a callback occur during other than normal working hours necessitating the payment by CONTRACTOR of premium or overtime wages, CONTRACTOR shall be responsible for the basic hourly rate paid, but COUNTY will, upon receipt of properly documented bills, pay the actual amount of the premium portion of the wage.

11. Reporting Requirements

- 11.1. The CONTRACTOR shall maintain a complete electronic record (by elevator, escalator, chairlift and platform lift) of all emergency callback, replacement, and repair work performed. This information shall be consolidated by the CONTRACTOR into an electronic monthly report to the Agency Representative. This monthly report shall indicate the elevator, escalator, chairlift and platform lift number, date work was performed, type of work (callback, replacement or repair), brief description of the work performed, man- hours expended and materials used.

12. Spare Parts

- 12.1. In addition to the minor spare parts specified, the CONTRACTOR shall have available at all times, for immediate delivery and installation, sufficient supply of the following emergency spare parts for the repair of each elevator, escalator, chairlift and platform lift system

concerned. The inventory shall include, but not necessarily be limited to the following:

- 12.1.1. Lamps, minimum two each type.
 - 12.1.2. Door operator motors and gear reduction units, for both sides slide and vertical i-parting doors.
 - 12.1.3. Transformers and rectifiers for each type and size used.
 - 12.1.4. Relays and switches, minimum one of each type.
 - 12.1.5. Controller and selector motor (when used), leveling switches, magnets and inductors.
 - 12.1.6. Selector tapes and selector motor (when used), leveling switches, magnets and inductors.
 - 12.1.7. Door interlocks.
 - 12.1.8. Car door safety edges complete each type.
 - 12.1.9. Car door photoelectric safety device.
 - 12.1.10. Car door electric door detectors complete to include preamplifiers and power pack.
 - 12.1.11. Hang rollers for both car and hall doors.
 - 12.1.12. Limit switches and terminal stopping switches.
 - 12.1.13. Roller guides for car.
 - 12.1.14. Electronic tubes for each type and size used.
 - 12.1.15. Flexible guide shoe jibs.
 - 12.1.16. Torque wrenches and other small tools.
- 12.2. The CONTRACTOR shall provide at the building a spare parts metal storage cabinet and metal containers for storage of waste and other flammable materials.

13. Overtime:

- 13.1. During the term of the CONTRACT the Agency Representative may authorize the CONTRACTOR to use overtime in order to expedite major repairs. This authorization will be granted in those instances where the agency has made a determination that such action is in the overall best interest of the COUNTY. When this authority is granted, the CONTRACTOR shall pay employees their usual overtime-hour rate, and the COUNTY will issue payment based on the difference between the normal work hours hourly rate and the overtime-hourly rate.

14. Safety and Inspection:

- 14.1. All service and repair work shall be performed in compliance with the American Society of Mechanical Engineers Code ASME A17.1-1193, or most current version, and shall be subject to safety inspection by the Agency Representative. Periodic inspection of the elevator, escalator, chairlift and platform lifts as required by the ASME A17.1 Code should provide personnel who are familiar with the equipment to perform the test. The CONTRACTOR shall periodically examine and test all safety devices. He shall make formal safety tests and inspections as required and outlined in the ASME A17.1 Code. The tests shall be conducted in the presence of the elevator, escalator, chairlift and platform lift inspector designated by the State of California. Tests shall be performed at intervals specified in the ASME Code. It will be the responsibility of the CONTRACTOR to determine when these tests are due. After completion of the required safety tests, the CONTRACTOR must submit electronically a document to the Agency Representative indicating at least the following information. The document may be the CONTRACTOR's standard form or the ASME Standard Form:
- 14.1.1. Type of test.
 - 14.1.2. Name of organization performing the test.
 - 14.1.3. Address of the facility being tested.
 - 14.1.4. Elevator, escalator, chairlift and platform lift identification number.
 - 14.1.5. Capacity.
 - 14.1.6. Speed.
 - 14.1.7. Type of Elevator, escalator, chairlift and platform lift.
 - 14.1.8. Type of Machine.
 - 14.1.9. Indication that governor has been checked for proper tripping speed and that the over speed switch is functional.
 - 14.1.10. Type, size and condition of governor type before and after test.
 - 14.1.11. Load at which safety was tested.
 - 14.1.12. Speed at which governor tripped.
 - 14.1.13. Length of marks on each guide rail made by safety laws.
 - 14.1.14. Number of turns remaining on drum.
 - 14.1.15. Did car or counterweight set level?
 - 14.1.16. Did governor set satisfactorily?
 - 14.1.17. Was governor calibrated? At what speed?
 - 14.1.18. Was safety test satisfactory?

- 14.1.19. At what speed and load were buffers tested?
 - 14.1.20. Was oil level satisfactory after test?
 - 14.1.21. Indicate plunger compression return time.
 - 14.1.22. Indicate date test was made.
 - 14.1.23. Signature of individual performing tests.
 - 14.1.24. Any additional remarks that are applicable.
 - 14.1.25. Name of the State of California and/or COUNTY representative witnessing the test.
- 14.2. After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. Elevators, escalators, chairlifts and platform lifts shall not be placed in service until all tests, checks and adjustments are complete and elevator, escalator, chairlift and platform lifts are in proper working condition. The CONTRACTOR shall not be held responsible for any damage to the building and equipment caused by the test, unless such damage is a result of negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the CONTRACTOR.

15. Firemen's Recall Service:

- 15.1. The following ASME Code A17.2-93 Rule 1260.7 tests must be made monthly: Phase 1 – EMERGENCY RECALL OPERATION:
- 15.2. Initiated by inserting key in key switch lobby or designated level. Turn key to "ON" position. Wait for all elevators to return to that floor and their doors to full open. If test is for Phase I only, turn key to "OFF" position and remove.
- 15.3. Phase 2 – EMERGENCY IN CAR OPERATION:
- 15.4. Remove key from designated level key switch while still in the "ON" position. Insert key into key switch of the first elevator. Turn to "ON" position. Push next floors car button. Push "Door Open" button and hold until doors are fully opened. To return to designated level, push corresponding button number. Push "Door Close" button and hold until doors are fully closed. Return key to the "OFF" position, remove key, and repeat for next elevator.
- 15.5. CLEAR: to clear fireman's' recall test, insert key into designated level key switch. Turn to "OFF" position and remove key.

16. Drawing and Wiring Diagrams:

- 16.1. The CONTRACTOR shall be solely responsible to determine which technical materials are required and to inform the agency thereof. The agency shall make available to the CONTRACTOR any and all such technical materials already at its disposal and all Offerors may examine it an any reasonable time before RFP opening upon making arrangements with

the agency. Such examination by Offerors shall take place at the job site only. It is the Offeror's sole responsibility to determine the accuracy and completeness of any and all such technical materials made available for such examination by the agency since the agency does not warrant and accepts no responsibility for the accuracy and completeness of any and all such technical materials or their lack thereof. The CONTRACTOR shall be required to advise the agency of the need for any such materials and the CONTRACTOR shall be required to procure any such needed materials which are not otherwise available at its sole cost and expense. At the expiration of the CONTRACT, covering each and all related equipment covered by such CONTRACT, all such technical materials shall faithfully represent the then current "as modified" condition of all COUNTY equipment which is covered by such CONTRACTOR.

- 16.2. Any and all drawings and wiring diagrams furnished to the CONTRACTOR by COUNTY or a non-COUNTY agency or drawings and wiring diagrams prepared by the CONTRACTOR for work under the CONTRACT shall be considered the property of COUNTY and shall be accessible to the Agency Representative at all times, and be turned over to them when requested. The user agency reserves the right to withhold payment if these drawings and wiring diagrams are not released to them upon demand.

17. Items of Preventative Maintenance Work:

- 17.1. The preventative maintenance specified herein is considered the minimum, but can be modified in writing by each UC Campus Location or Participating Entity, for all equipment. If specific equipment covered by this CONTRACT requires additional preventative maintenance for safe, reliable operation, as specified by the manufacturer, the CONTRACTOR shall perform the required additional preventative maintenance without added cost to UC or participating agency.

18. Weekly:

- 18.1. Perform general inspection of machinery, sheaves, worm an gear motor, brake, selector of floor controllers (when used). Lubricate as required.
- 18.2. Empty drip pans, discard oil in an approved manner and check reservoir oil level.
- 18.3. Observe brake operation and adjust or repair if required.
- 18.4. Inspect and lubricate machinery, contacts, linkage and gearing.
- 18.5. Clean and inspect brushes and commutator, perform needed repairs.
- 18.6. Clean and inspect controllers, selectors, relays, connectors, contacts, etc.
- 18.7. Ride car and observe operation of doors, leveling, re-opening devices, push buttons, lights, etc.
- 18.8. If rails are lubricated, check conditions and lubrication Service lubricators.
- 18.9. Replace all burned out lamps in elevator, escalator, chairlift and platform lift cars, machine room, pit, hall lanterns, etc.

- 18.10. Remove litter, dust, oil, etc. from all machine room equipment.
- 18.11. Clean trash from pit and empty drip pans.
- 18.12. Check condition of car switchhandle, replace emergency release glass if required.
- 18.13. Check governor and tape tension sheave lubrication.
- 18.14. Replacements for burned out lamps in all lanterns, push buttons, car and corridor position indicators, director stations, "this car up" signs and other signal fixtures shall be supplied and installed by the CONTRACTOR. Replacement for burned out lamps in elevator cars, machine rooms and pits shall be supplied by the facility and installed by the CONTRACTOR.

19. Monthly:

- 19.1. Observe operation of elevator, escalator, chairlift and platform lift throughout its full range of all floors it serves to test controls, safety devices, leveling, relieving and other devices.
- 19.2. Check door operation, clean, lubricate and adjust brakes, checks linkages, gears, wiring motors, check keys, set screw, contacts, chains, cams and door closer.
- 19.3. Check selector. Clean, adjust and lubricate brushes, dashpots, traveling cables, chain, pawl magnets, wiring, contacts, relays, tape drive and broken tape switch.
- 19.4. Check car. Clean, adjust and lubricate car door and gate tracks, pivots, hangers, car grill, side and top exits.
- 19.5. Inspect interior of cab. Test telephone or intercommunication system, normal and emergency lights, fan, emergency call system or alarm, car station. Make needed repairs.
- 19.6. Visually inspect controller, contacts and relays. Check adjustment and replace contacts as required.
- 19.7. Observe operation of signal dispatching system. Inspect compensating hitches, buffers, rope clamps, slack cable switch, couplings, keyways and pulleys. Check load weighting device and dispatching time settings. Clean, adjust and lubricate as necessary.
- 19.8. Check oil level in car and counterweight oil buffers and add oil as required.
- 19.9. Check brushes and commutators. Inspect commutators for finish, grooving, eccentricity and mica level. If required, clean, turn or refinish commutator to provide proper commutation. Inspect brushes for tension seating and wear, replace or adjust as required.
- 19.10. Check and adjust:
 - 19.10.1. Car ventilation system.
 - 19.10.2. Car position indicators.
 - 19.10.3. Direction stations.
 - 19.10.4. Hall and car buttons.

- 19.10.5. Hall lanterns.
- 19.10.6. This car up signs.
- 19.11. For escalators, regularly and systematically examine, adjust, lubricate, clean internal truss structures (as required), maintain all accessory equipment, and if conditions warrant, repair or replace the following escalator components: escalator power unit, controller parts, electrical switches, wiring, bearing, governors and brakes, step and chain wheels, chains and sprockets, steps and step treads, comb plates, safety device handrails.
- 19.12. For chairlifts and platform lifts, perform regular inspections to address the following: ride access by passengers, maintenance and operational staff, safety during the ride, fundamental mechanical and electrical safety, fire safety and noise.
- 19.13. For chairlifts and platform lifts, perform the following inspection activities: commissioning inspection including load test runs, formal pre-season inspection, daily and perioding maintenance inspections, annual inspection, periodic major inspection of critical components, designer and manufacturer stipulated inspections, and ancillary equipment inspections.
- 19.14. For chairlifts and platform lifts, inspect the platform and control panel, lock bolts for tightness, the foot switch for proper operation, switches which should be in neutral, signs and labels and instructions for legibility, safety latches, toe boards, railings and guards to ensure they are in good condition and working properly.

20. Quarterly:

- 20.1. Check leveling operation. Clean and adjust leveling switches, hoist way vanes, magnets, and inductors. Repair and/or adjust for proper leveling.
- 20.2. Check hoistway doors. Clean, lubricate car door or gate tracks, hangers and up thrust eccentrics, linkages jibs and interlocks.
- 20.3. Clean, adjust and lubricate car door or gate tracks, pivots, hangers.
- 20.4. On hoistway doors, clean, lubricate and adjust tracks, hangers and eccentrics, linkages jibs and interlocks.
- 20.5. Inspect all fastening and ropes for wear and lubrication. Clean both governors and hoist ropes and lubricate hoist ropes and lubricate hoist ropes if needed. Inspect all rope hitches and shackles and equalize rope tension.
- 20.6. Inspect hoist reduction gear brake and brake drum, drive sheave and motor, and any bearing wear.
- 20.7. In the car, test alarm bell system. Clean light fixtures, inspect, clean and adjust retiring cam devices, chain, dashpots, commentators, brushes, cam pivots, fastenings. Test emergency switch (ground case, if necessary). Inspect safety parts, pivots, setscrew, switches, etc. Check adjustments of car and counterweight jibs, shoe or roller guides, lubricate and adjust if necessary.

- 20.8. In the pit, lubricate compensating sheave and inspect hitches. Inspect governor and tape tension sheave fastenings. Empty clean oil drip pans.
- 20.9. Clean all parts of safeties and lubricate moving parts to assure their proper operation. Check and adjust clearance between safety jaws and guide rails. Visually inspect all safety parts.
- 20.10. Clean and examine governor rope, replacing, if needed. (Do not lubricate governor rope).

21. Semi-Annually:

- 21.1. Check controller. Clean with blower, check alignment of switches, relays, timers, CONTRACTs, hinge pins, etc. adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses and holders and all controller connections.
- 21.2. In hoist way examine guide rails, cams, sheaves, sills, bottom of platform, car tops, counterweights and hoistway walls.
- 21.3. Inspect sheaves to ensure they are tight on shafts. Sound spokes and rim with hammer for cracks.
- 21.4. Examine all hoist ropes for wear, lubrication, length and tension. Replace, lubricate and adjust as required to meet code requirements.
- 21.5. On tape drives, check hitches and broken tape switch.
- 21.6. Check car stile channels for bends or cracks; also car frame, cams, supports and car steadying plates.
- 21.7. Lubricate moving parts or vertical rising or collapsible car gates. Check pivot points, sheaves, guides and track wear.
- 21.8. Lubricate guide shoe stems.
- 21.9. Check governor and tape tension sheave fastenings.
- 21.10. For bi-parting doors, clean chains, tracks and sheaves, lubricate as required. Check door contacts.
- 21.11. Check fastening and operation of door checks, interlocks clean and lubricate pivot points as required.

22. Annually:

- 22.1. Thoroughly clean car and counterweight guide rails using nonflammable or high flash point solvent to remove lint dust and excess lubricant. Vacuum down elevator shaft way.
- 22.2. Remove, clean lubricate brake cores on brakes, clean linings, if necessary and inspect for wear. Correct excess wear and adjust.

- 22.3. Drain, flush and refill reservoirs on each hoisting motor and motor generator.
- 22.4. Check and reset, if necessary, all brushes for neutral settings, proper quartering and spacing on commutators.
- 22.5. Group supervisors controls systems installed shall be checked out. The systems, dispatching scheduling and emergency servicing shall be tested and adjusted in accordance with manufacturer's literature. The CONTRACTOR shall provide to the satisfaction of the Agency Representative that the system functions properly. All work shall be performed during other than normal working hours with no inconvenience to building occupants. A full report covering adjustment time intervals, dispatch times on various programs, door standing time and door opening and closing speeds shall be furnished to the agency.

23. Obsolescence:

- 23.1. The parties acknowledge that, with the passage of time, COUNTY's equipment may become obsolete. Other than to provide a reasonable amount of preventative maintenance, and except as specified below, replacements of equipment that is obsolete shall not be part of CONTRACTOR's scope of work under this Agreement. As used in this Agreement, "obsolete" means, with respect to a particular equipment part, no longer in use in the industry, such that a replacement part is not available from any manufacturer.
- 23.2. Notwithstanding the foregoing, the following services relating to obsolescence shall be a part of CONTRACTOR's scope of work under this Agreement:
 - 1.1.1. In the event the CONTRACTOR determines that one or more parts are obsolete, or will become obsolete, the CONTRACTOR shall provide written notice to the COUNTY as soon as possible or at least three months prior to obsolescence. This notice will include the CONTRACTOR's recommendation, assessment of any cost and schedule impacts associated with the recommendation. The COUNTY reserves the right to request from CONTRACTOR objective proof of a part's obsolescence.
 - 1.1.2. Upon receipt of the notification, COUNTY will determine the appropriate course of action and will give written direction to the CONTRACTOR. In no event will the CONTRACTOR proceed with implementation without written approval of COUNTY.
 - 1.1.3. The CONTRACTOR shall be responsible for timely managing obsolescence over the entire period of the Agreement, and notwithstanding any obsolescence issues or problems, the CONTRACTOR remains responsible for meeting all performance, and other, requirements of the Agreement. CONTRACTOR shall develop and submit an Obsolescence Plan for managing the loss, or impending loss, of manufacturer or suppliers of parts and/or material required for performance of this Agreement. At a minimum, the plan shall address the following: means and approach for providing COUNTY with information regarding obsolescence, planned resolution of current obsolescence issues, parts list screening, parts list monitoring, means and approach for establishing

obsolescence solutions and plan for conducting obsolescent predictions. The CONTRACTOR shall additionally provide the COUNTY with bi-annual obsolescence status briefs throughout the term of the Agreement. CONTRACTOR agrees to use its best efforts to prevent any additional costs from being incurred by the COUNTY due to obsolescence.

- 1.1.4. CONTRACTOR is responsible for all costs associated with identifying a different replacement part when any existing parts become obsolete. The costs for which the CONTRACTOR is responsible include, but are not limited to, the costs of investigating part availability, interchangeability and substitutability, locating a replacement part, vendor interface, engineering efforts, testing and code requirements.
- 1.1.5. The COUNTY and CONTRACTOR agree time is of the essence regarding obsolescence issues and to work together collaboratively for related repairs

The CONTRACTOR shall be responsible for timely managing obsolescence over the entire period of the Agreement, and notwithstanding any obsolescence issues or problems, the CONTRACTOR remains responsible for meeting all performance, and other, requirements of the Agreement. CONTRACTOR shall

24. Scope of Services:

- 24.1. To obtain qualified CONTRACTOR(s) to perform elevator, escalator, chairlift and platform lift maintenance for COUNTY facilities and participating agencies. The services will be primarily for, but not necessarily limited to, COUNTY locations and any participating entities. Upon approval of the awarded elevator, escalator, chairlift and platform lift maintenance CONTRACT(s); other additional UC agencies may utilize services. References to COUNTY and its participating agencies as users under this agreement and specification and ensuing CONTRACT(s) encompasses and includes other users such as these entities.

25. Attachment A – Elevator Equipment List:

- 25.1. The scope of this CONTRACT is to assist the COUNTY in establishing the maintenance needs of the equipment specified and assist in planning and scheduling maintenance work necessary to maintain fully operational systems. Also included is the corrective maintenance work of clean up and adjustments that are required on the equipment.
- 25.2. Emergency repair rates must be included in this proposal. Additionally, material and equipment must be identified with the percent markup on materials to be charged to the COUNTY for such repairs. If emergency repairs or significant repairs are needed, the COUNTY alone has the option to accomplish such repairs under this CONTRACT. This work will either be performed on a time and materials or not-to-exceed bases at the proposal rates indicated herein

26. Obsolescence:

- 26.1. The parties acknowledge that, with the passage of time, COUNTY's equipment may become obsolete. Other than to provide a reasonable amount of preventative maintenance, and except as specified below, replacements of equipment that is obsolete shall not be part of CONTRACTOR's scope of work under this Agreement. As used in this Agreement, "obsolete" means, with respect to a particular equipment part, no longer in use in the industry, such that a replacement part is not available from any manufacturer.
- 26.2. Notwithstanding the foregoing, the following services relating to obsolescence shall be a part of CONTRACTOR's scope of work under this Agreement:
 - 26.2.1. In the event the CONTRACTOR determines that one or more parts are obsolete, or will become obsolete, the CONTRACTOR shall provide written notice to the COUNTY as soon as possible or at least three months prior to obsolescence. This notice will include the CONTRACTOR's recommendation, assessment of any cost and schedule impacts associated with the recommendation. The COUNTY reserves the right to request from CONTRACTOR objective proof of a part's obsolescence.
 - 26.2.2. Upon receipt of the notification, COUNTY will determine the appropriate course of action and will give written direction to the CONTRACTOR. In no event will the CONTRACTOR proceed with implementation without written approval of COUNTY.
 - 26.2.3. The CONTRACTOR shall be responsible for timely managing obsolescence over the entire period of the Agreement, and notwithstanding any obsolescence issues or problems, the CONTRACTOR remains responsible for meeting all performance, and other, requirements of the Agreement. CONTRACTOR shall develop and submit an Obsolescence Plan for managing the loss, or impending loss, of manufacturer or suppliers of parts and/or material required for performance of this Agreement. At a minimum, the plan shall address the following: means and approach for providing COUNTY with information regarding obsolescence, planned resolution of current obsolescence issues, parts list screening, parts list monitoring, means and approach for establishing obsolescence solutions and plan for conducting obsolescent predictions. The CONTRACTOR shall additionally provide the COUNTY with bi-annual obsolescence status briefs throughout the term of the Agreement. CONTRACTOR agrees to use its best efforts to prevent any additional costs from being incurred by the COUNTY due to obsolescence.
 - 26.2.4. CONTRACTOR is responsible for all costs associated with identifying a different replacement part when any existing parts become obsolete. The costs for which the CONTRACTOR is responsible include, but are not limited to, the costs of investigating part availability, interchangeability and substitutability, locating a replacement part, vendor interface, engineering efforts, testing and code requirements.
 - 26.2.5. The COUNTY and CONTRACTOR agree time is of the essence regarding obsolescence issues and to work together collaboratively for related repairs

- 26.3. Price Adjustments: KONE will price adjustment our maintenance services each year annually on the anniversary date or when the labor rate changes per our union agreement.

27. General Requirements

- 27.1. The intent of these specifications, unless otherwise noted is to cover elevator, escalator, chairlift and platform lift maintenance service complete in every respect. Details of service not explicitly stated in these specifications but necessarily attendant thereto, is deemed understood by the Offeror and included herein. The CONTRACTOR shall furnish all material and equipment usually furnished with such services, in accordance with the industry standard.
- 27.2. It is mutually agreed and acknowledged that the CONTRACTOR has included costs to remedy all deficient items in his proposal and he will be responsible for the satisfactory functioning of the equipment without extra compensation. The CONTRACTOR may include in their response a detailed explanation of work intended to be performed under this clause.
- 27.3. All material and equipment furnished shall be new and in excellent working condition.
- 27.4. Hard copy field, service or monthly reports will not be accepted by COUNTY. The term "electronic" stated herein shall be defined as a USB, web-based program or hosting or e-mail. It is strongly advised that the CONTRACTOR establish an electronic/web- based maintenance record file and reporting system for all contracted facilities. An example of a viable electronic report system is the following:
- 27.4.1. In lieu of "hard copy" field/service tickets, establish local monitoring units installed near the equipment to be maintained. Each local unit includes identification credential verification of the technician responsible for maintaining the associated equipment; time stamping of the start and end of each operation performed by the technician; data input of the description of the work performed during the technician's operation, and storage.
- 27.4.2. In lieu of "hard copy" monthly reports, establish an electronic maintenance report file, which allows data input of the description of each operation performed on the associated equipment in relation with the identification information of the technician that performed the operation and the time stamp information of the start and end of the operation. The data should be accessible by COUNTY via the CONTRACTOR's designated host website.
- 27.4.3. An electronic notification of reports being available to the user agency, should be furnished within ten (10) working days after each month's service. In addition to the data state above, the electronic reports will include a precise description of services provided, number of staff involved and number of CONTRACT hours spent. This report must be furnished or posted on the CONTRACTOR's host webpage on or before the invoice for payment is submitted to the User Agency. Payment will not be approved without the reports.
- 27.4.4. Electronic field/service tickets must include the following: time/date stamp; identification of technician providing service; equipment/unit receiving service;

description of service performed; repair, resolve or recommendation. This electronic field/service ticket must be made available to the User Agency within twenty-four (24) hours of the service being performed. Failure to provide this electronic field/service ticket, whether intentional or not, shall be understood to mean that service was not performed.

- 27.4.5. Monthly service tickets are to be included in the electronic report
- 27.4.6. The CONTRACTOR shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action.
- 27.4.7. The CONTRACTOR agrees that the resulting CONTRACT may not be assigned, transferred, conveyed, or the work subcontracted.
- 27.4.8. No drug use of any type, or alcoholic beverages by the CONTRACTOR or its personnel shall be permitted on the premises.
- 27.4.9. Food, beverages and snacks will not be permitted on the premises. All field personnel will be expected to maintain equipment rooms, machine rooms and elevator shafts and hoistways free of trash and debris.
- 27.4.10. CONTRACTOR's technicians/mechanics must undergo a background check. CONTRACTOR is to provide details of the background check conducted.

28. Inspection:

- 28.1. The quality of service shall be subject to inspection by COUNTY at any time. Should it be found that the quality of services being performed is not satisfactory, and the requirements of the specifications are not being met, General Services acting on behalf of the user agency or on its own behalf, may terminate the CONTRACT, and employ another CONTRACTOR to fulfill the requirements of the CONTRACT. The existing CONTRACTOR shall be liable to the COUNTY for costs incurred on account thereof.

29. Stop Work Order:

- 29.1. General Services reserves the right to stop the work covered by this proposal and the CONTRACT at any time, if it is deemed the successful CONTRACTOR is unable or incapable of performing the work to the satisfaction of General Services or the user agency. In the event of such cease to work, General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the proposal, the successful CONTRACTOR shall be liable to the COUNTY for any such cost on account thereof.
- 29.2. The user Agency Representative reserves the right to reject and bar from the facility any employee hired by the CONTRACTOR.

30. Labor and Materials:

- 30.1. Hourly rates should be considered from the time the mechanic/technician leaves his place of business until the time he returns.

**EXHIBIT B
PAYMENT PROVISIONS**

Bldg. #	Building Name	State #	Elevator Vendor	Equipment Type	Par Mor
BA0101	Banning Administration 135 Alessandro Rd, Banning CA	56032	20037604	elevator	\$184.55
BA0187	Smith Correctional Facility 1627 S Hargrave Street Banning, CA	157238	20380622	elevator	\$236.23
CR0403	Corona CAC 505 S Buena Vista Avenue Corona, CA	60415	20098310	elevator	\$236.23
IN0780	Indio Parking Structure 82757 Plaza Avenue, Indio, CA	164093, 164094	42695289, 42695290	elevator	\$467.51
JV5908	Academy of Justice 1500 Castellano Rd, Jurupa Valley CA	61951	20098292	elevator	\$311.26
JV5913	Rubidoux Library 5840 Mission Blvd, Jurupa Valley CA	157051	20380623	elevator	\$236.23
JV5916	Western Animal Shelter 6851 Van Buren Blvd, Jurupa Valley CA	157052	20380624	elevator	\$236.23
MU1301	Cois Byrd Detention Center 30755-B Auld Rd., Murrieta, CA	103130, 103131, 103132 (3)	20037079, 20037076, 20037082	elevator	\$933.77
MU1305	Southwest Justice Center - Patrol 30755-B Auld Rd., Murrieta, CA	101968	200370	elevator	\$311.26
PG1101	County Administration Center 3255 E Tahquitz Canyon Way, Palm	64111	20037610	elevator	\$236.23
PG1105	Roy's Homeless Shelter 19531 McLane Street, Palm Springs, CA	179359, 179360	44859894, 44859897	elevator	\$673.92
PR0831	Mead Valley Community Center 21091 Rider Street, Mead Valley CA	160247	20380625	elevator	\$236.23
RV0901	Historic Courthouse 4050 Main Street, Riverside CA 92501	185151, 185152, 185153, 185154, 185155, 185156, 185157, 185158 (8)	44453135, 44453136, 44453137, 44453138, 44453139, 44453140, 44453141, 44453142 (8)	wheelchair lift	\$680.40
RV0901	Historic Courthouse 4050 Main Street, Riverside CA 92501	185112, 185113 (2)	20098293, 20098294	stairlift	\$203.00
RV0901	Historic Courthouse 4050 Main Street, Riverside CA 92501	113996, 113997, 093065 (3)	20038444, 20038447, 20098313	elevator	\$955.96
RV0901	Historic Courthouse 4050 Main Street, Riverside CA 92501	113998	20038450	dumbwaiter	\$20.92
RV0917	DPSS Client 10281 Kidd Street, Riverside CA	088899, 088898 (2)	20098213, 20098214	elevator	\$472.46
RV0921	DPSS Administration 4060 County Circle Drive Riverside, CA	092726, 092727 (2)	20098211, 20098212	elevator	\$472.46
RV0922	Public Health 4065 County Circle Dr, Riverside CA	089552, 089553 (2)	20098290, 20098291	elevator	\$472.46
RV0944	Law Library 3989 Lemon Street, Riverside CA	051328	20098234	elevator	\$251.60

Bldg. #	Building Name	State #	Elevator Vendor	Equipment Type	Per Month
RV0944	Law Library 3989 Lemon Street, Riverside CA	051329	20098235	dumbwaiter	\$85.00
RV0958	Purchasing Bldg. 2980 Washington Street, Riverside	131518	20233154	elevator	\$311.26
RV0993	Riverside 12th Street Parking Structure 3535 12th Street, Riverside CA	106135, 106136, 106137, 106138 (4)	20098236, 20098237, 20098238, 20098239	elevator	\$1,245.02
RV0996	Public Defender/Probation 4075 Main Street, Riverside CA	041094, 041095 (2)	20037598, 20037601	elevator	\$1,119.57
RV1001	US Bankruptcy Court 3420 12th Street, Riverside CA	108391, 108392, 108394, 108395 (4)	20037970, 20037973, 20037976, 20037980,	elevator	\$1,245.02
RV1003	US District Court 3470 12th Street, Riverside CA	119016, 119017, 119018, 119019, 119020, (5)	20380626, 20380627, 20380628, 20380629, 20380630	elevator	\$909.74
RV1003	US District Court 3470 12th Street, Riverside CA	119152, 119153, 119154, 119155 (4)	20380631, 20380632, 20380633, 20380634	wheelchair lift	\$727.79
RV1017	Public Defender 4200 Orange Street, Riverside CA	119148	20248067	elevator	\$236.23
RV1045	Riverside Centre - Bldg. B 3499 10th Street, Riverside, CA	115455	20380636	elevator	\$236.23
RV1046	Riverside Centre - Bldg. C 3901 Lime Street, Riverside CA	106340	20380852	elevator	\$236.23
RV1056	Behavioral Health - Public Guardian 3625 14th Street, Riverside CA	160257	20380638	elevator	\$236.23
RV1075	Riverside Behavioral Health 3125 Myers Street, Riverside	87009	20380639	elevator	\$236.23
Total					\$14,568.4

EXHIBIT C HOURLY LABOR RATES

Hourly Rates – 2020

REQUEST FOR PROPOSAL NO. 000289-APR2018 NATIONAL PRICING HOURLY RATES - 2020 ALL RATES SHOWN ARE NOT TO EXCEED RATES INSTRUCTIONS: 1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others. 2. NORMAL HOURS Monday-Friday, 8:00 am - 5:00 pm. (Unless specified differently by Public Agency) 3. OVERTIME Monday - Friday outside of normal working hours and Saturday. 4. SUNDAYS/HOLIDAYS Sundays and IUEC recognized holidays. 5. County of Riverside falls under IUEC Local Union No 18 Rates											CONTRACTOR COMPANY NAME <u>KONE Inc.</u>				
LOCATION			POSITION												
			2020 LICENSED MECHANIC			2020 MECHANIC HELPER			2020 Adjuster			<i>List other positions that my be used and the hourly rates. Add additional columns as necessary.</i>			
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS		NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	
18	Los Angeles, CA; Las Vegas, NV		\$ 235	\$ 399	\$ 469	\$ 197	\$ 335	\$ 394	\$ 257	\$ 437	\$ 515				

Hourly Rates – 2021

REQUEST FOR PROPOSAL NO. 000289-APR2018 NATIONAL PRICING HOURLY RATES - 2021 ALL RATES SHOWN ARE NOT TO EXCEED RATES INSTRUCTIONS: 1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others. 2. NORMAL HOURS Monday-Friday, 8:00 am - 5:00 pm. (Unless specified differently by Public Agency) 3. OVERTIME Monday - Friday outside of normal working hours and Saturday. 4. SUNDAYS/HOLIDAYS Sundays and IUEC recognized holidays. 5. County of Riverside falls under IUEC Local Union No 18 Rates											CONTRACTOR COMPANY NAME <u>KONE Inc.</u>				
LOCATION			POSITION												
			2021 LICENSED MECHANIC			2021 MECHANIC HELPER			2021 Adjuster			<i>List other positions that my be used and the hourly rates. Add additional columns as necessary.</i>			
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS		NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	
18	Los Angeles, CA; Las Vegas, NV		\$ 235	\$ 399	\$ 469	\$ 197	\$ 325	\$ 394	\$ 257	\$ 437	\$ 515				

Hourly Rates – 2022

REQUEST FOR PROPOSAL NO. 000289-APR2018 NATIONAL PRICING HOURLY RATES - 2022 ALL RATES SHOWN ARE NOT TO EXCEED RATES INSTRUCTIONS: 1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others. 2. NORMAL HOURS Monday-Friday, 8:00 am - 5:00 pm. (Unless specified differently by Public Agency) 3. OVERTIME Monday - Friday outside of normal working hours and Saturday. 4. SUNDAYS/HOLIDAYS Sundays and IUEC recognized holidays. 5. County of Riverside falls under IUEC Local Union No 18 Rates											CONTRACTOR COMPANY NAME <u>KONE Inc.</u>				
LOCATION			POSITION												
			2022 LICENSED MECHANIC			2022 MECHANIC HELPER			2022 Adjuster			<i>List other positions that my be used and the hourly rates. Add additional columns as necessary.</i>			
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS		NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	
18	Los Angeles, CA; Las Vegas, NV		\$ 235	\$ 399	\$ 469	\$ 197	\$ 335	\$ 394	\$ 257	\$ 437	\$ 515				

Hourly Rates – 2023

REQUEST FOR PROPOSAL NO. 000289-APR2018										CONTRACTOR COMPANY NAME <u>KONE Inc.</u>				
NATIONAL PRICING														
HOURLY RATES - 2023														
ALL RATES SHOWN ARE NOT TO EXCEED RATES														
INSTRUCTIONS:														
1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others.														
2. NORMAL HOURS Monday-Friday, 8:00 am - 5:00 pm. (Unless specified differently by Public Agency)														
3. OVERTIME Monday - Friday outside of normal working hours and Saturday.														
4. SUNDAYS/HOLIDAYS Sundays and IUEC recognized holidays.														
5. County of Riverside falls under IUEC Local Union No 18 Rates														
LOCATION			POSITION											
			2023 LICENSED MECHANIC			2023 MECHANIC HELPER			2023 Adjuster			List other positions that my be used and the hourly rates. Add additional columns as necessary.		
IUEC LOCAL UNION NO.	CITY/CITIES AND SURROUNDING AREAS		NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS
18	Los Angeles, CA/Las Vegas, NV		\$ 243	\$ 412	\$ 464	\$ 203	\$ 346	\$ 407	\$ 265	\$ 451	\$ 531			

Hourly Rates – 2024

REQUEST FOR PROPOSAL NO. 000289-APR2018										CONTRACTOR COMPANY NAME <u>KONE Inc.</u>				
NATIONAL PRICING														
HOURLY RATES - 2024														
ALL RATES SHOWN ARE NOT TO EXCEED RATES														
INSTRUCTIONS:														
1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others.														
2. NORMAL HOURS Monday-Friday, 8:00 am - 5:00 pm. (Unless specified differently by Public Agency)														
3. OVERTIME Monday - Friday outside of normal working hours and Saturday.														
4. SUNDAYS/HOLIDAYS Sundays and IUEC recognized holidays.														
5. County of Riverside falls under IUEC Local Union No 18 Rates														
LOCATION			POSITION											
			2024 LICENSED MECHANIC			2024 MECHANIC HELPER			2024 Adjuster			List other positions that my be used and the hourly rates. Add additional columns as necessary.		
IUEC LOCAL UNION NO.	CITY/CITIES AND SURROUNDING AREAS		NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS
18	Los Angeles, CA/Las Vegas, NV		\$ 250	\$ 425	\$ 500	\$ 210	\$ 357	\$ 420	\$ 274	\$ 466	\$ 549			

EXHIBIT D
ELEVATOR LIST

Building Number	KONE Equip. #	Equip. Type	Equipment Location	Street Address
BA0101	20037604	Elevator	BANNING ADMIN BANNING- #6 PASS ELEV	135 Alessandro Rd
BA0187	20380622	Elevator	SMITH CORRECTIONAL FACILITY - #1	1627 S Hargrave Street
CR0403	20098310	Elevator	COUNTY ADMINISTRATION CTR - PE	505 S Buena Vista Avenue
IN0780	42695289	Elevator	INDIO PARKING STRUCTURE	82757 Plaza Avenue
IN0780	42695290	Elevator	INDIO PARKING STRUCTURE	82757 Plaza Avenue
JV5908	20098292	Elevator	ACADEMY OF JUSTICE - PASS ELEV	1500 Castellano Rd
JV5913	20380623	Elevator	RUBIDOUX LIBRARY - #1 PASS ELEV	5840 Mission Blvd
JV5916	20380624	Elevator	RUBIDOUX ANIMAL SHELTER - #1 PE	6851 Van Buren Blvd
MU1301	20037079	Elevator	COIS BYRD DETENTION CENTER A - #1 STAFF	30755-B Auld Rd
MU1301	20037076	Elevator	COIS BYRD DETENTION CENTER A - 2 STAFF	30755-B Auld Rd
MU1301	20037082	Elevator	COIS BYRD DETENTION CENTER A - 4 A POD	30755-B Auld Rd
MU1305	20037073	Elevator	SOUTHWEST JUSTICE CENTER - PATROL - #1 PE	30755-A Auld Rd
PG1101	20037610	Elevator	COUNTY ADMIN CTR-PALM SPRINGS- 1	3255 E Tahquitz Canyon Way
PG1105	44859894	Elevator	ROYS HOMELES SHELTER - #1 PASS ELEV	19531 McLane Street
PG1105	44859897	Elevator	ROYS HOMELES SHELTER - #2 PASS ELEV	19531 McLane Street
PR0831	20380625	Elevator	MEAD VALLEY COMMUNITY CTR - #1 PE	21091 Rider Street
RV0901	44453135	Stairlift	HISTORIC COURTHOUSE - #1 WHEELCHAIR LIFT	4050 Main Street
RV0901	44453136	Stairlift	HISTORIC COURTHOUSE - #2 WHEELCHAIR LIFT	4050 Main Street
RV0901	44453137	Stairlift	HISTORIC COURTHOUSE - #3 WHEELCHAIR LIFT	4050 Main Street
RV0901	44453138	Stairlift	HISTORIC COURTHOUSE - #4 WHEELCHAIR LIFT	4050 Main Street
RV0901	44453139	Stairlift	HISTORIC COURTHOUSE - #5 WHEELCHAIR LIFT	4050 Main Street
RV0901	44453140	Stairlift	HISTORIC COURTHOUSE - #6 WHEELCHAIR LIFT	4050 Main Street
RV0901	44453141	Stairlift	HISTORIC COURTHOUSE - #7 WHEELCHAIR LIFT	4050 Main Street
RV0901	44453142	Stairlift	HISTORIC COURTHOUSE - #8 WHEELCHAIR LIFT	4050 Main Street
RV0901	20038444	Elevator	HISTORIC COURTHOUSE - #1 PE	4050 Main Street
RV0901	20038447	Elevator	HISTORIC COURTHOUSE - #2 PE	4050 Main Street
RV0901	20038450	Dumbwaiter	HISTORIC COURTHOUSE - DW	4050 Main Street
RV0901	20098294	Stairlift	HISTORIC COURTHOUSE - #2 WCL	4050 Main Street
RV0901	20098293	Stairlift	HISTORIC COURTHOUSE - #1 WCL	4050 Main Street
RV0901	20098313	Elevator	RIVERSIDE CTHOUSE - PRISONER TUNNEL	4050 Main Street

Building Number	KONE Equip. #	Equip. Type	Equipment Location	Street Address
RV0917	20098214	Elevator	DPSS CLIENT BLDG - #2	10281 Kidd Street
RV0917	20098213	Elevator	DPSS CLIENT BLDG - #1	10281 Kidd Street
RV0921	20098211	Elevator	DPSS ADMIN BLDG - #1	4060 County Circle Dr
RV0921	20098212	Elevator	DPSS ADMIN BLDG - #2	4060 County Circle Dr
RV0922	20098291	Elevator	RIVERSIDE PUBLIC HLTH ADMIN - #2	4065 County Circle Dr
RV0922	20098290	Elevator	RIVERSIDE PUBLIC HEALTH ADMIN - #1	4065 County Circle Dr
RV0944	20098234	Elevator	LAW LIBRARY -RIVERSIDE - PASS	3535 10th Street
RV0944	20098235	Dumbwaiter	LAW LIBRARY RIVERSIDE - DUMBWAITER	3535 10th Street
RV0958	20233154	Elevator	ADMIN PURCHASING BLDG-PASS	2980 Washington Street
RV0993	20098238	Elevator	RIVERSIDE 12 STREET PRKG STRUCTURE - #3	3535 12th Street
RV0993	20098236	Elevator	RIVERSIDE 12 STREET PRKG STRUCTURE - #1	3535 12th Street
RV0993	20098237	Elevator	RIVERSIDE 12 STREET PRKG STRUCTURE - #2	3535 12th Street
RV0993	20098239	Elevator	RIVERSIDE 12TH STREET PRKG STRUCTURE - #4	3535 12th Street
RV0996	20037598	Elevator	PUBLIC DEFENDER/PROBATION - #1	4075 Main Street
RV0996	20037601	Elevator	PUBLIC DEFENDER/PROBATION - #2	4075 Main Street
RV1001	20037973	Elevator	US BANKRUPTCY COURT - PE	3420 12th Street
RV1001	20037976	Elevator	US BANKRUPTCY COURT	3420 12th Street
RV1001	20037980	Elevator	US BANKRUPTCY COURT	3420 12th Street
RV1001	20037970	Elevator	US BANKRUPTCY COURT - PE	3420 12th Street
RV1003	20380626	Elevator	US DISTRICT COURT - #1 PASS ELEV	3470 12th Street
RV1003	20380627	Elevator	US DISTRICT COURT - #2 PASS ELEV	3470 12th Street
RV1003	20380628	Elevator	US DISTRICT COURT - #4 PASS ELEV	3470 12th Street
RV1003	20380629	Elevator	US DISTRICT COURT - #3 FRT ELEV	3470 12th Street
RV1003	20380630	Elevator	US DISTRICT COURT - #5 PASS ELEV	3470 12th Street
RV1003	20380631	Stairlift	US DISTRICT COURT - #1 CHAIR LIFT	3470 12th Street
RV1003	20380632	Stairlift	US DISTRICT COURT - #2 CHAIR LIFT	3470 12th Street
RV1003	20380633	Stairlift	US DISTRICT COURT - #3 CHAIR LIFT	3470 12th Street
RV1003	20380634	Stairlift	US DISTRICT COURT - #4 CHAIR LIFT	3470 12th Street
RV1017	20248067	Elevator	PUBLIC DEFENDER BLDG - PASS ELEV	4200 Orange Street
RV1045	20380636	Elevator	RIVERSIDE CENTRE BLDG B - PE	3499 10th Street
RV1046	20380852	Elevator	RIVERSIDE CENTRE BLDG C - PE	3901 Lime Street
RV1056	20380638	Elevator	FATCO MENTAL HEALTH - PASS ELEV	3625 14th Street
RV1075	20380639	Elevator	RIVERSIDE MENTAL HEALTH - PE	3125 Myers Street

EXHIBIT E
PREVAILING WAGE REQUIREMENTS

All or a portion of the Scope of Services in this Agreement or Purchase Order (as applicable) requires the payment of prevailing wages and compliance with the following requirements.

C1.0. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the COUNTY has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Services is to be performed. Copies of said rates are on file with the COUNTY, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Services, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Services, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the CONTRACTOR shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

C2.0. Payment of Prevailing Rates

Each worker of the CONTRACTOR, or any subcontractor, engaged in the Scope of Services, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any subcontractor, and such worker.

C3.0. Prevailing Rate Penalty

The CONTRACTOR shall, as a penalty, forfeit two hundred dollars (\$200.00) to the COUNTY for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the CONTRACTOR or by any subcontractor in connection with the Scope of Services. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the CONTRACTOR.

C4.0. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a CONTRACTOR on the project shall be returned to the COUNTY. The CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Scope of Services.

C5.0. Payroll Records:

Pursuant to California Labor Code section 1776, the CONTRACTOR and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Services. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the CONTRACTOR or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Services performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;

(2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the COUNTY, the Division of Labor Standards Enforcement of the DIR;

(3) A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the COUNTY or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the COUNTY or the Division of Labor Standards Enforcement, the requesting Party shall, prior to being provided the records, reimburse the cost of preparation by the

CONTRACTOR, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the CONTRACTOR;

(4) The CONTRACTOR shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

(5) Copies provided to the public, by the COUNTY or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the CONTRACTOR or any subcontractor, performing a part of the Scope of Services shall not be marked or obliterated. The CONTRACTOR shall inform the COUNTY of the location of payroll records, including the street address, city and COUNTY and shall, within five (5) working days, provide a notice of a change of location and address. The CONTRACTOR shall have ten (10) days from receipt of the written notice specifying in what respects the CONTRACTOR must comply with the above requirements. In the event CONTRACTOR does not comply with the requirements of this section within the ten (10) day period, the CONTRACTOR shall, as a penalty to the COUNTY, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the CONTRACTOR.

C6.0. Limits of Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the CONTRACTOR or by a subcontractor, upon the Scope of Services or upon any part of the Scope of Services, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of CONTRACTOR or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

C7.0. Penalty of Excess Hours:

The CONTRACTOR shall pay to the COUNTY a penalty of twenty-five dollars (\$25.00) for each

worker employed on the Scope of Services by the CONTRACTOR or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the CONTRACTOR is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

C8.0. Senate Bill 854 (Chapter 28, Statutes of 2014) Requirements:

C8.1. CONTRACTOR shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).

b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

c. This project is subject to compliance monitoring and enforcement by the DIR.

d. As required by the DIR, CONTRACTOR is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

e. CONTRACTOR and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.

i. The certified payroll must be submitted at least monthly to the Labor Commissioner.

ii. The COUNTY reserves the right to require CONTRACTOR and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.

iii. The certified payroll records must be in a format prescribed by the Labor Commissioner.

C8.2. As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this

section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

C9.0. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

C9.1. State Public Works Apprenticeship Requirements: The CONTRACTOR is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the CONTRACTOR, subcontractor, vendor or consultant. Included in these requirements is (1) the CONTRACTOR’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

Any apprentices employed to perform any of the Scope of Services shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Services. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

C9.2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

C9.2.1) Submit Contract Award Information (DAS-140)

a. Although there are a few exemptions (identified below), all contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.

b. The DAS-140 is a notification “announcement” of the CONTRACTOR’s participation on a public works project—it is not a request for the dispatch of an apprentice.

c. CONTRACTOR shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime CONTRACTOR subcontract, but in no event later than the first day in which the CONTRACTOR has workers employed on the public work.

d. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.

e. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

C9.2.2) Employ Registered Apprentices

a. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.

b. All contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.

c. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.

d. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.

e. CONTRACTOR should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). CONTRACTOR has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.

f. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

C9.2.3) Make Training Fund Contributions

a. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.

b. Contractors may use the “CAC-2” form for submittal of their training fund contributions.

c. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.

d. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.

e. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

C9.2.4) Exceptions to Apprenticeship Requirements: The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

a. When the contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the contractor. In other words, the contractor performed the entire work from start to finish and worked alone.

b. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.

c. When the contractor has a direct contract with the Public Agency that is under \$30,000.

d. When the project is 100% federally-funded and the funding of the project does not contain any city, COUNTY, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).

e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

C9.2.5) Exceptions from Apprenticeship Ratios: The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the CONTRACTOR from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

- a. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
- b. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
- c. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
- d. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

C9.2.6) CONTRACTOR's Compliance: The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the CONTRACTOR. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

PARTICIPATING AGREEMENT

in

UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT # 2019.001563

for

**ELEVATOR SERVICE, REPAIR, MAINTENANCE, INSPECTION/TESTING, PARTS, AND
MODERNIZATION**

between

COUNTY OF RIVERSIDE

and

OTIS ELEVATOR COMPANY



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This Participating Agreement (herein referred to as "Agreement") is made and entered into this day of _____, 2022, by and between **OTIS ELEVATOR COMPANY**, a New Jersey corporation, (herein referred to as "CONTRACTOR") and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, (herein referred to as "COUNTY") in connection with that certain UC Contract (defined below).

Recitals

WHEREAS, CONTRACTOR entered into that certain Purchasing Agreement # 2019.001563 with The Regents of the University of California, a California public corporation, on behalf of the University of California (herein referred to as "UC") on or about October 11, 2019 to furnish certain goods and services described therein with an initial term of October 1, 2019 through September 30, 2024 (herein referred to as the "UC Contract"); and

WHEREAS, UC competitively bid the UC Contract and said competitive bid process satisfies the COUNTY's competitive bidding requirements; and

WHEREAS, pursuant to Section 14, Cooperative Purchasing, of the UC Contract, CONTRACTOR agreed to "extend pricing and Goods and/or Services [within the UC Contract] to the California State University Institutions (CSU) and the California Community Colleges (CCC) and agencies nationwide registered with OMNIA Partners"; and

WHEREAS, COUNTY is an agency registered with OMNIA Partners, participation number 11378772; and

WHEREAS, COUNTY desires to have the CONTRACTOR furnish the same goods and/or services set forth in the UC Contract and Exhibit A of this Agreement to COUNTY at the prices set forth in the UC Contract and Exhibit B of this Agreement;

NOW THEREFORE, the parties agree as follows:

1. Description of Services

1.1 COUNTY and CONTRACTOR agree the above recitals are true and correct and are incorporated herein by reference. The terms, conditions, and requirements of the UC Contract are incorporated herein by reference. In the event there is a conflict between the terms, conditions, and requirements of this Agreement and the terms, conditions, and requirements of the UC Contract, the terms, conditions, and requirements of this Agreement shall prevail.

1.2 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, attached hereto and incorporated herein by this reference.

1.3 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.

1.4 CONTRACTOR affirms that 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.

1.5 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.

1.6 All or a portion of the services in this Agreement is considered a public works project according to California Labor Code section 1771 and subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). Prevailing wage and registration requirements remain in effect throughout the period of performance of this Agreement. CONTRACTOR will provide its DIR registration each fiscal year to COUNTY within ten (10) business days of renewal. COUNTY will register this Agreement annually and provide CONTRACTOR with the applicable DIR project identification number in which to reference when uploading electronic certified payroll records (eCPR) to www.dir.ca.gov as required. CONTRACTOR must also provide a copy of its certified payroll records to COUNTY at the same time those records are provided to the DIR. CONTRACTOR shall pay its employees the general prevailing rate of pay for each craft or type of workman or mechanic needed to perform under this Agreement in compliance with applicable DIR requirements. CONTRACTOR shall comply with the requirements set forth in Exhibit F, Prevailing Wage Requirements, attached hereto and incorporated herein by this reference.

2. Period of Performance

2.1 This Agreement shall be Ratified to February 1, 2021 and effective upon signature of this Agreement by both parties and continues in effect through September 30, 2024,

unless terminated earlier. The Period of Performance may be renewed for five (5) successive one (1) – year periods by written amendments signed by the authorized representatives of both parties. 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 five hundred thousand dollars (\$500,000) 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 (If applicable). 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 the remit to address noted on the Purchase Order. This Agreement is intended for use by multiple COUNTY departments which have their own payment processing locations.

- 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-91013-002-9/24)**; 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. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. 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, subject to CONTRACTOR'S written approval. 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 thirty (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. Notwithstanding the foregoing, if CONTRACTOR is directed by COUNTY to furnish any labor, service, or material that is outside of the mutually agreed upon scope of work of this Contract ("Out of Scope Work"), CONTRACTOR may, at its discretion, agree to perform such Out of Scope Work (1) subject to receipt of a written

notice to proceed prior to commencement of any such Out of Scope Work; and (2) contingent upon receipt of a mutually agreed upon and executed change order within thirty (30) calendar days of such written notice to proceed. In such instances where CONTRACTOR agrees to perform such Out of Scope Work, if the parties are unable to agree to terms that lead to the issuance of a mutually agreed upon and executed change order within such thirty (30) day period, CONTRACTOR may suspend the Out of Scope Work, without default or penalty to CONTRACTOR and CONTRACTOR reserves the right to seek reasonable compensation for any such Out of Scope Work performed but not paid.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon thirty (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, provided such materials, reports or other products have been paid for in full by 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.

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 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the

COUNTY immediately of a 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 subcontractor 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/Employment Eligibility

9.1 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.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a

Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

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

12.1 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.

12.2 CONTRACTOR shall maintain a current and an active State of California Contractor's license (CSLB), Classification C11 Elevator Installation. In addition, CONTRACTOR shall maintain a Certified Qualified Conveyance Company (CQCC) license issued by DOSH to perform the work in conformance with the provisions of the California Business and Professional Code. It is the CONTRACTOR's responsibility to provide proof of CSLB renewal to COUNTY throughout the period of performance of this Agreement.

12.3 CONTRACTOR is required to maintain a current valid DIR registration status throughout the period of performance of this Agreement. It is the CONTRACTOR's responsibility to provide proof of DIR registration to COUNTY each fiscal year within ten (10) days of renewal.

- a) **Otis Elevator Company: DIR #1000003571 and CSLB #7031**
- b) **DIR eCPR#_____ for electronic certified payroll reporting**

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. 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 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 (5) 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 Neither party shall 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 and CONTRACTOR information or data which is not subject to public disclosure; COUNTY and CONTRACTOR 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
Riverside County Purchasing & Fleet
3450 14th Street
Riverside, CA 92501
Attn: Facilities Management

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, strikes, lockouts, labor disputes, national emergency, pandemic, delays, neglect or damage by others not under the supervision or control of the party seeking the force majeure protection, theft, 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 ten (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 To the extent of CONTRACTOR's negligence, willful misconduct, breach of contract or violation of applicable law, 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, claim 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 the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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, in lieu of additional insured, the COUNTY shall be named insured on an Owner's and Contractor's Protective Liability (OCPL) policy in the amount of \$2,000,000. 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 of \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. ~~Policy shall name the County as Additional Insureds.~~

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises 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 \$2,000,000 per occurrence and \$4,000,000~~

~~general aggregate~~. 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 \$1,000,000 combined single limit (each accident). 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 add 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 insurance shall provide 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, 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. 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. Notwithstanding the foregoing, no such adjustment to the monetary limits or types of insurance shall be valid unless agreed to in writing by CONTRACTOR.

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. Warranty

23.1 CONTRACTOR shall provide a warranty that includes all parts and labor. CONTRACTOR shall handle all repairs/services of equipment(s) under warranty, manufacture warranty or CONTRACTOR Company warranty. CONTRACTOR shall assume all responsibilities pertaining to shipping and handling of equipment that has to be sent back to the

manufacture for repairs/services. In the event the equipment is beyond repair, a replacement of a brand new equipment of the same model or equivalent shall be provided by CONTRACTOR. REMANUFACTURED equipment is not accepted.

23.2 All warranty work shall commence to cure within two (2) weeks of written notice by the COUNTY.

23.3 Workmanship: A one-year unconditional warranty shall be in effect from the CONTRACTOR.

23.4 All work performed by the CONTRACTOR, under this Agreement, shall be warranted by the CONTRACTOR to be free from defects for a period of not less than one (1) year. All work rejected by the COUNTY as failing to conform to the requirements of the scope of work for each project, CONTRACTOR shall remedy unsatisfactory work within two (2) weeks. The CONTRACTOR shall bear the cost of correcting such rejected work. Recurring problems, which the COUNTY determines to be directly attributable to the work of the CONTRACTOR, could result in termination of the Agreement for default.

23.5 All parts, materials and equipment installed by the CONTRACTOR shall be new and shall have full manufacturer's warranty in place, said warranties being fully transferable to the COUNTY.

23.6 Any damages to COUNTY property caused by the CONTRACTOR's personnel while performing work under this Agreement shall be fully repaired or replaced at the CONTRACTOR's expense.

23.7 Notwithstanding any other provision to the contrary in this Article 23, CONTRACTOR'S warranty is limited to the repair or replacement, at CONTRACTOR'S discretion, of defective materials and the correction of defective workmanship within a reasonable time for defects that are reported to CONTRACTOR during the term of this Agreement. This warranty excludes damage due to external causes such as fire, water and weather, improper use, misuse, neglect or work by others.

24. General

24.1 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.

24.2 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.

24.3 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.

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

24.5 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.

24.6 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.

24.7 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.

24.8 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.

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

24.10 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).**24.11** 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.**24.12** 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.**24.13** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Amendment agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment. The parties further agree that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be

reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 

KEVIN JEFFRIES, Chair
Board of Supervisors

Dated: 3/28/23

OTIS ELEVATOR COMPANY, a New Jersey Corporation


By: 

Thomas Bertsch
General Manager

Dated: 10-21-2022

ATTEST:

KIMBERLY A. RECTOR
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

County Counsel

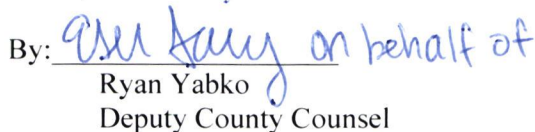
By:  on behalf of
Ryan Yabko
Deputy County Counsel

EXHIBIT A SCOPE OF SERVICES

**FULL SERVICE ELEVATOR, ESCALATOR, CHAIRLIFT AND PLATFORM LIFT
MAINTENANCE AND REPAIR PROGRAM REQUIREMENTS**

The intent of the Full Service Elevator, Escalator, Chairlift and Platform Lift, Maintenance Program is for the CONTRACTOR to assume all responsibility associated with the elevator, escalator, chairlift and platform lift, equipment and associated parts as specified herein, with the exception of those stated items that have been excluded as referenced in this Agreement. The work to be performed by CONTRACTOR under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service maintenance and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement of parts as herein specified for all equipment covered under this Agreement. The CONTRACTOR shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following items and components thereof and all other mechanical or electrical equipment, including, but not necessarily limited to the following:

1. Elevators:

- 1.1. Entire machine, include housing, drive sheave, drive sheave shaft bearings, brake and assembly and component parts.
- 1.2. Hoist motor and motor generator including auxiliary rotating systems, motor windings, rotating elements, commutators and bearings, field windings.
- 1.3. All sheaves.
- 1.4. Controller: All components including all relays, contracts, solid state component resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices, computer devices.
- 1.5. Selector: All components including selector drive tape, wire or cable, hoist way vanes, magnets, inductors and all other mechanical and electrical drive components.
- 1.6. Motor, and motor generators brush and brush holders.
- 1.7. Hoistway door interlocks or locks and contacts: hoistway door hangers and tracks, bottom door jibs, cams, rollers, and auxiliary door closing devices for power-operated doors. Chains, tracks, cams, interlocks, sheaves for vertical bi-parting doors. All thrust rollers, (Eccentrics) broken arm closer assembly, retiring arm assemblies complete.
- 1.8. Hoistway limit switches, slowdown switches, leveling switches and associated cams and vanes.
- 1.9. Guide shoes including rollers or jib type assemblies complete.
- 1.10. Automatic power operated door operators, door protective devices, car hangers,

tracks and car door contacts for both side slide and vertical bi-parting doors, photo eyes.

- 1.11. Traveling cables.
- 1.12. Elevator control wiring in hoist way and machine room.
- 1.13. Governor including governor sheave and shaft assembly bearings, contact jaw and governor tension assemblies.
- 1.14. Car and counterweight safety mechanism and load weighting equipment.
- 1.15. Hoist cables, governor cables, compensating cables and compensating chains, including the adjustment and shorting of same as required by Code.
- 1.16. Buffers, oil or spring type.
- 1.17. Fixture contacts, push buttons, key switches and locks and lamps and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators.
- 1.18. The CONTRACTOR shall keep the guide rails free of rust where roller guides are used and properly lubricated when sliding guides are used. Renew guide shoe rollers and jibs as required to insure smooth and satisfactory operation.
- 1.19. The CONTRACTOR shall also examine and make necessary adjustment or repair to the following accessory equipment including revamping of signal equipment: hall lanterns car and corridor position indicators, car stations, traffic direction station, electric door operators, intercom system, interlocks, door hangers, safety edges, LED.
- 1.20. All replacement parts shall be new and specifically designed for the elevator on which they are to be used.
- 1.21. The CONTRACTOR shall furnish and use lubricants as recommended by the manufacturer of the equipment or approved equal.
- 1.22. The CONTRACTOR shall be responsible for keeping the exterior of the elevator, machinery and other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed with proper insulating compound as recommended by the motor manufacturer. Cleaning and re-finishing of the interior of the cars and exterior of hoist way door frames are excluded from this Agreement.
- 1.23. The CONTRACTOR shall maintain all elevator equipment in hoistways, pits, machine rooms, and assigned elevator. CONTRACTOR work space in a clean, orderly condition, free of dirt, dust and debris; pits and machine spaces shall be kept dry and clean.

2. Escalators:

- 2.1. The CONTRACTOR shall regularly and systematically examine, adjust, lubricate, clean internal truss structures (as required), maintain all accessory equipment, and if conditions warrant, repair or replace the following escalator components: escalator power unit, controller parts, electrical switches, wiring, bearing, governors and brakes, step and chain wheels, chains and sprockets, steps and step treads, comb plates, safety device handrails.

3. Chairlifts and Platform Lifts:

- 3.1. The CONTRACTOR shall perform regular inspections to address the following: ride access by passengers, maintenance and operational staff; safety during the ride; fundamental mechanical and electrical safety; fire safety; noise.
- 3.2. The CONTRACTOR shall perform the following inspection activities: commissioning inspection including load test runs; formal pre-season inspection; daily and periodic maintenance inspections; annual inspection; periodic major inspection of critical components; designer and manufacturer stipulated inspections; ancillary equipment inspections.
- 3.3. The CONTRACTOR shall inspect the platform and control panel, lock bolts for tightness, the foot switch for proper operation, switches which should be in neutral, signs and labels and instructions for legibility, safety latches, toe boards, railings and guards to ensure they are in good condition and working properly.
- 3.4. The CONTRACTOR shall inspect, and when conditions warrant, replace the following for the boom or lift:
 - 3.4.1. the jib and main boom assembly or scissors lift to ensure pins and pivot points are in good condition, properly attached and locked, and show no signs of bending, pinching or wearing
 - 3.4.2. lubrication points for signs of lubrication; dry or dirty lube fittings might mean the lube points have not been used
 - 3.4.3. the control valves for leaks, loose hoses, frayed wires or damaged insulation, making sure support brackets are in place and tight.
- 3.5. The CONTRACTOR shall inspect, and when conditions warrant, replace the following for the frame:
 - 3.5.1. the four-wheel assemblies for tire condition and proper inflation the drive hub and brakes for signs of brake fluid leakage, caked dirt, lack of lubrication and missing or loose lug nuts, and any fluids used or removed by CONTRACTOR will be disposed or removed properly by CONTRACTOR.
 - 3.5.2. the steering cylinders, tie rods and steering linkage for wear and proper

fluid levels and lubrication.

- 3.6. The CONTRACTOR shall inspect, and when conditions warrant, replace the following for the turntable:
 - 3.6.1. drive-train components — pump, drive motor, brake and control valve, connecting hydraulic hose, and fittings — for signs of hydraulic-fluid leaks visible at connections
 - 3.6.2. pumps or control valves for low pressure under loads caused by wear
 - 3.6.3. pressure plates for cracks due to overloading; signs of cracks should trigger a more detailed inspection of all lift components for signs of strain, such as leaks, bent or scored mechanical linkages or cable fatigue.
 - 3.6.4. turntable drive and support bolts
 - 3.6.5. turntable bearing and gear mechanism for proper lubrication and smooth rotation; hesitation might indicate bearing wear or damage.
- 3.7. The CONTRACTOR shall inspect, and when conditions warrant, replace the following electrical components:
 - 3.7.1. engine filter
 - 3.7.2. battery-fluid level
 - 3.7.3. oil level
 - 3.7.4. muffler and exhaust system for leaks or loose brackets
 - 3.7.5. hydraulic pump, medium-pressure filter housing and swivel for leakage or damage
 - 3.7.6. horizontal cutoff limit switch to make sure it is free of dirt and the arm is straight, clean, and free to move, if applicable
 - 3.7.7. hoses and wires to look for leaks, wear or damage
 - 3.7.8. doors and latches for lubrication and proper operation.
- 3.8. The CONTRACTOR shall inspect, and when conditions warrant, replace the following accessories:
 - 3.8.1. manual descent for wear or damage indicated by leakage, dents or scoring of the cylinder
 - 3.8.2. return filters for obstructions or leaks
 - 3.8.3. LP gas tank, if appropriate, to ensure it is well anchored and all clamps

and bolts are tight hydraulic fluid level in the reservoir by removing the cap, checking the oil level and replacing the cap

- 3.8.4. magnetic plug, if appropriate, to check for iron filings indicating metal scoring is occurring in the system; checks should be done when the system is shut down, lowered for storage, and the oil is cold.
- 3.8.5. ground-control switches to ensure all operational labels and warning signs are legible.

4. General:

- 4.1. The CONTRACTOR shall not be responsible (unless directed by the COUNTY in which costs shall be incurred by the COUNTY) for upgrading the equipment to meet changes in code requirements as may be recommended and/or directed by insurance companies, Federal, State, Municipal or other Governmental authorities. Should a full replacement of an elevator, escalator, chair lift and/or platform lift be required, COUNTY may facilitate a RFP process. The successful Proposer may be responsible for the maintenance of the elevator, escalator, chair lift and/or platform lift and its associated equipment and parts in accordance with the manufacturer's warranty (typically one (1) year). At the conclusion of the warranty period, in accordance to the contents of this Agreement, CONTRACTOR shall resume all maintenance activities associated with the maintaining the replaced elevator, escalator, chair lift and/or platform lift.
- 4.2. The CONTRACTOR shall be responsible for giving immediate notice to the designated COUNTY representative of any condition, which he discovers, that may present a hazard to either the equipment or passengers.
- 4.3. The CONTRACTOR shall not be required by this Agreement, except as herein noted, to make renewals or repairs necessitated by proven negligence or misuse of the equipment by persons other than the CONTRACTOR, his representatives and employees, or by reason of any other proven cause except for normal wear and tear, beyond the control of the CONTRACTOR.
 - 4.3.1. *Examples of these are the following:*
 - 4.3.1.1. *Refinishing, repairing or replacing car enclosures, hoistway, enclosure, hoistway door panels, frames, and sills, and all power supply panels and feeders. Cost of repairs, replacements or removal necessitated by any cause, other than ordinary wear, which is occasioned by negligence shall be determined by CONTRACTOR and COUNTY Representative.*
 - 4.3.1.2. *Any repairs that are not the CONTRACTOR's responsibility will be paid at the labor rates on per Exhibits C and D. All material required for the above mentioned repairs will be paid on either a time and material or not-to exceed basis as defined in the Exhibits C and D. The CONTRACTOR will be paid only for*

repairs actually required.

5. Equipment, Wiring and Circuit Changes:

- 5.1. The CONTRACTOR shall not make any changes or alterations to the existing mechanical equipment, circuit wiring or sequencing, nor alter the original circuit or wiring design of the elevator, escalator, chairlift and platform lifts unless changes are authorized, in writing, by the COUNTY designated representative for approval. This submission shall include neatly prepared drawings and wiring diagrams as well as a complete description of the proposed change. Prior to submitting the proposed change to the COUNTY, the CONTRACTOR shall, at its own cost and expense, have obtained comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made, CONTRACTOR shall provide as-built drawings of modifications.

6. Maintenance Service:

- 6.1. Maintenance under this Agreement shall provide a constant, high quality service to properly protect all elevator, escalator, chairlift and platform lift, escalator, chairlift and platform lift equipment from deterioration and to provide constant peak performance of all elevator, escalator, chairlift and platform lifts, escalators, chairlifts and platform lifts, resulting in a minimum of down time for any portion of the system.
- 6.2. Not more than one elevator, escalator, chairlift and platform lift per facility shall be out of service at one time for regular maintenance lubrication and servicing. The time of day that each elevator, escalator, chairlift and platform lift can be shut down for routine maintenance shall be scheduled with the designated COUNTY representative to minimize the disruption caused by the elevator, escalator, chairlift and platform lifts being out of service. If for any reason an elevator, escalator, chairlift and platform lift should be out of service for more than two (2) hours, the CONTRACTOR shall notify the COUNTY representative when the elevator, escalator, chairlift and platform lift was taken out of service, the reason why and what time the elevator, escalator, chairlift and platform lift is expected to be put back in service for proper and safe operation. The following schedule will be considered maximum shut down times allowed (times below can be modified by COUNTY):

6.2.1. Maximum shut down times for Major Repairs (include but not necessarily limited to the following):

- 6.2.1.1. Cable-hoist, governor, compensating and tail ropes. Completion of the work should be within four (4) working days after replacement cables are received.
- 6.2.1.2. Brake Coils and motor field coils – five (5) working days.
- 6.2.1.3. Rewind motor or MG ser armature – eight (8) working days.
- 6.2.1.4. Turn down and undercut machine commutator – three (3) working days.
- 6.2.1.5. Governor repair – two (2) working days.

6.2.1.6. Replace motor bearings- four (4) working days.

**6.2.2. Minor Repairs (include but not necessarily limited to the following):
Completion within twenty-four (24) hours**

6.2.2.1. Replace relay coils.

6.2.2.2. Replace relays.

6.2.2.3. Replays door interlocks.

6.2.2.4. Replace door jibs.

6.2.2.5. Door operator repairs.

6.2.2.6. Repair selector drive tape.

**6.2.3. Minor Repairs (include but not necessarily limited to the following):
Completion within two (2) working days**

6.2.3.1. Replace door operator motor.

6.2.3.2. Replace selector drives motor.

6.2.3.3. Replace brake linings.

6.2.3.4. When an elevator, escalator, chairlift and platform lift is shut down, a laminated sign shall be placed at each opening (where applicable) stating: "This elevator, escalator, chairlift and platform lift is being serviced. Please use elevator, escalator, chairlift and platform lift No. ____". A record shall be maintained by the CONTRACTOR of non-emergency maintenance items in need of correction which come to his attention, and he shall provide this list to the designated COUNTY representative for necessary corrective action during the CONTRACTOR's routine visits.

7. Maintenance Service Records:

7.1. The CONTRACTOR shall provide and keep current suitable electronic check charts for each elevator, escalator, chairlift and platform lift. Upon completion of maintenance, the CONTRACTOR is to furnish an electronic report including check charts and log of arrival and departure times of the CONTRACTOR's employees according the standard as set forth. The electronic log shall contain column lines for date entry and column lines for description/extent of work performed.

7.2. The CONTRACTOR shall maintain an electronic log of all call back records. On a semiannual basis, the CONTRACTOR shall submit an electronic copy to the user agency in the form of a line graph that show the trend in callbacks.

8. Maintenance Responsibility:

8.1. The CONTRACTOR shall keep the elevator, escalator, chairlift and platform lift

maintained to operate at the original contract speed, keeping the original performance time, including acceleration and retardation as designed and installed by the manufacturer. The door operation shall be adjusted as required to maintain optimum door opening and door closing times, within legal limits.

- 8.2. CONTRACTOR and the COUNTY reserves the right to make inspections and tests when deemed advisable. If it is found that the elevator, escalator, chairlift and platform lifts and associated equipment are deficient either electrically or mechanically, the CONTRACTOR will be notified of these deficiencies in writing, and, if no life threatening situation exists, it shall be his responsibility to make the necessary corrections within thirty (30) days after his receipt of such notice. In the event of a life-threatening situation, the CONTRACTOR must make the necessary repairs immediately. In the event that the deficiencies have not been corrected within thirty (30) days, or immediately as the case may be, the COUNTY may terminate and employ a contractor to make the corrections at the CONTRACTOR's.
- 8.3. During any Agreement year a company designated by the COUNTY will perform maintenance and safety inspections. The CONTRACTOR shall accompany this inspector for both inspections of all elevator, escalator, chairlift and platform lifts covered under this Agreement. At the conclusion of this inspection, the COUNTY shall give the CONTRACTOR written notice via an electronic document of any deficiencies found. The CONTRACTOR shall be responsible for the correction of these deficiencies in accordance with the above paragraph.

9. Work Hours:

- 9.1. The maintenance work to be performed under these specifications shall be performed during the normal working hours of 8:00am to 4:30pm, Monday through Friday, COUNTY holidays excepted.
- 9.2. The CONTRACTOR shall provide emergency call back service for all elevator, escalator, chairlift and platform lifts under which the CONTRACTOR agrees to have an electronic workman report to the site of the emergency within time proposed in *Exhibit B- Payment Provisions* or such service by telephone or otherwise from the COUNTY representative. This emergency callback service shall be limited to minor adjustments or repairs to provide uninterrupted elevator, escalator, chairlift and platform lift services. Emergency callback service shall be performed as part of this Agreement without additional charge, during normal hours. The CONTRACTOR shall provide names and telephone numbers of the persons to be contacted.
- 9.3. Should a callback occur during other than normal working hours necessitating the payment by CONTRACTOR of premium or overtime wages, CONTRACTOR shall be responsible for the basic hourly rate paid, but COUNTY will, upon receipt of properly documented bills, pay the actual amount of the premium portion of the wage.

10. Reporting Requirements

- 10.1. The CONTRACTOR shall maintain a complete electronic record (by elevator,

escalator, chairlift and platform lift) of all emergency callback, replacement, and repair work performed. This information shall be consolidated by the CONTRACTOR into an electronic monthly report to the COUNTY representative. This monthly report shall indicate the elevator, escalator, chairlift and platform lift number, date work was performed, type of work (callback, replacement or repair), brief description of the work performed, man- hours expended and materials used.

11. Spare Parts

- 11.1. In addition to the minor spare parts specified, the CONTRACTOR shall have available at all times, for immediate delivery and installation, sufficient supply of the following emergency spare parts for the repair of each elevator, escalator, chairlift and platform lift system concerned. The inventory shall include, but not necessarily be limited to the following:
- 11.1.1. Lamps, minimum two each type.
 - 11.1.2. Door operator motors and gear reduction units, for both sides slide and vertical i- parting doors.
 - 11.1.3. Transformers and rectifiers for each type and size used.
 - 11.1.4. Relays and switches, minimum one of each type.
 - 11.1.5. Controller and selector motor (when used), leveling switches, magnets and inductors.
 - 11.1.6. Selector tapes and selector motor (when used), leveling switches, magnets and inductors.
 - 11.1.7. Door interlocks.
 - 11.1.8. Car door safety edges complete each type.
 - 11.1.9. Car door photoelectric safety device.
 - 11.1.10. Car door electric door detectors complete to include preamplifiers and power pack.
 - 11.1.11. Hang rollers for both car and hall doors.
 - 11.1.12. Limit switches and terminal stopping switches.
 - 11.1.13. Roller guides for car.
 - 11.1.14. Electronic tubes for each type and size used.
 - 11.1.15. Flexible guide shoe jibs.
 - 11.1.16. Torque wrenches and other small tools.
- 11.2. For major spare parts components, CONTRACTOR will ship overnight from its Service Parts Center. Minor parts should be able to be acquired within a local radius from CONTRACTOR's branch office. If you require coverage to be placed on major or minor spare parts components at your individual locations, in addition to our preventative maintenance service, the COUNTY can purchase these major or

minor spare parts from CONTRACTOR and we will store them for you at each individual location.

12. Overtime:

- 12.1. During the term of the Agreement the COUNTY may authorize the CONTRACTOR to use overtime in order to expedite major repairs. This authorization will be granted in those instances where the COUNTY has made a determination that such action is in the overall best interest of the COUNTY. When this authority is granted, the CONTRACTOR shall pay employees their usual overtime-hour rate, and the COUNTY will issue payment based on the difference between the normal work hours hourly rate and the overtime-hourly rate.

13. Safety and Inspection:

- 13.1. All service and repair work shall be performed in compliance with the American Society of Mechanical Engineers Code ASME A17.1-1193, or most current version, and shall be subject to safety inspection by the COUNTY representative. Periodic inspection of the elevator, escalator, chairlift and platform lifts as required by the ASME A17.1 Code should provide personnel who are familiar with the equipment to perform the test. The CONTRACTOR shall periodically examine and test all safety devices. He shall make formal safety tests and inspections as required and outlined in the ASME A17.1 Code. The tests shall be conducted in the presence of the elevator, escalator, chairlift and platform lift inspector designated by the State of California. Tests shall be performed at intervals specified in the ASME Code. It will be the responsibility of the CONTRACTOR to determine when these tests are due. After completion of the required safety tests, the CONTRACTOR must submit electronically a document to the COUNTY representative indicating at least the following information. The document may be the CONTRACTOR's standard form or the ASME Standard Form:
 - 13.1.1. Type of test.
 - 13.1.2. Name of organization performing the test.
 - 13.1.3. Address of the facility being tested.
 - 13.1.4. Elevator, escalator, chairlift and platform lift identification number.
 - 13.1.5. Capacity.
 - 13.1.6. Speed.
 - 13.1.7. Type of Elevator, escalator, chairlift and platform lift.
 - 13.1.8. Type of Machine.
 - 13.1.9. Indication that governor has been checked for proper tripping speed and that the over speed switch is functional.
 - 13.1.10. Type, size and condition of governor type before and after test.

- 13.1.11. Load at which safety was tested.
 - 13.1.12. Speed at which governor tripped.
 - 13.1.13. Length of marks on each guide rail made by safety laws.
 - 13.1.14. Number of turns remaining on drum.
 - 13.1.15. Did car or counterweight set level?
 - 13.1.16. Did governor set satisfactorily?
 - 13.1.17. Was governor calibrated? At what speed?
 - 13.1.18. Was safety test satisfactory?
 - 13.1.19. At what speed and load were buffers tested?
 - 13.1.20. Was oil level satisfactory after test?
 - 13.1.21. Indicate plunger compression return time.
 - 13.1.22. Indicate date test was made.
 - 13.1.23. Signature of individual performing tests.
 - 13.1.24. Any additional remarks that are applicable.
 - 13.1.25. Name of the State of California and/or COUNTY representative witnessing the test.
- 13.2. After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. Elevators, escalators, chairlifts and platform lifts shall not be placed in service until all tests, checks and adjustments are complete and elevator, escalator, chairlift and platform lifts are in proper working condition. The CONTRACTOR shall not be held responsible for any damage to the building and equipment caused by the test, unless such damage is a result of negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the CONTRACTOR.

14. Firemen's Recall Service:

- 14.1. The following ASME Code A17.2-93 Rule 1260.7 tests must be made monthly: Phase 1 – EMERGENCY RECALL OPERATION: Initiated by inserting key in key switch lobby or designated level. Turn key to "ON" position. Wait for all elevators to return to that floor and their doors to full open. If test is for Phase I only, turn key to "OFF" position and remove.
- 14.2. Phase 2 – EMERGENCY IN CAR OPERATION: Remove key from designated level key switch while still in the "ON" position. Insert key into key switch of the first elevator. Turn to "ON" position. Push next floors car button. Push "Door Open" button and hold until doors are fully opened. To return to designated level, push corresponding button number. Push "Door Close" button and hold until doors are fully closed. Return key to the "OFF" position, remove key, and repeat for next elevator.

- 14.3. CLEAR: to clear fireman's' recall test, insert key into designated level key switch. Turn to "OFF" position and remove key.

15. Drawing and Wiring Diagrams:

- 15.1. The CONTRACTOR shall be solely responsible to determine which technical materials are required and to inform the COUNTY thereof. The COUNTY shall make available to the CONTRACTOR any and all such technical materials already at its disposal. Such examination by CONTRACTOR shall take place at the job site only. It is the CONTRACTOR's sole responsibility to determine the accuracy and completeness of any and all such technical materials made available for such examination by the COUNTY since the COUNTY does not warrant and accepts no responsibility for the accuracy and completeness of any and all such technical materials or their lack thereof. The CONTRACTOR shall be required to advise the COUNTY of the need for any such materials and the CONTRACTOR shall be required to procure any such needed materials which are not otherwise available at its sole cost and expense. At the expiration of the Agreement, covering each and all related equipment covered by such Agreement, all such technical materials shall faithfully represent the then current "as modified" condition of all COUNTY equipment which is covered by such CONTRACTOR.
- 15.2. Any and all drawings and wiring diagrams furnished to the CONTRACTOR by COUNTY or a non-COUNTY agency or drawings and wiring diagrams prepared by the CONTRACTOR for work under the Agreement shall be considered the property of COUNTY and shall be accessible to the COUNTY representative at all times, and be turned over to them when requested. The COUNTY reserves the right to withhold payment if these drawings and wiring diagrams are not released to them upon demand.

16. Items of Preventative Maintenance Work:

- 16.1. The preventative maintenance specified herein is considered the minimum, but can be modified in writing by COUNTY, for all equipment. If specific equipment covered by this Agreement requires additional preventative maintenance for safe, reliable operation, as specified by the manufacturer, the CONTRACTOR shall perform the required additional preventative maintenance without added cost to COUNTY.

17. Weekly:

- 17.1. Perform general inspection of machinery, sheaves, worm and gear motor, brake, selector of floor controllers (when used). Lubricate as required.
- 17.2. Empty drip pans, discard oil in an approved manner and check reservoir oil level.
- 17.3. Observe brake operation and adjust or repair if required.
- 17.4. Inspect and lubricate machinery, contacts, linkage and gearing.
- 17.5. Clean and inspect brushes and commutator, perform needed repairs.
- 17.6. Clean and inspect controllers, selectors, relays, connectors, contacts, etc.

- 17.7. Ride car and observe operation of doors, leveling, re-opening devices, push buttons, lights, etc.
- 17.8. If rails are lubricated, check conditions and lubrication Service lubricators.
- 17.9. Replace all burned out lamps in elevator, escalator, chairlift and platform lift cars, machine room, pit, hall lanterns, etc.
- 17.10. Remove litter, dust, oil, etc. from all machine room equipment.
- 17.11. Clean trash from pit and empty drip pans.
- 17.12. Check condition of car switchhandle, replace emergency release glass if required.
- 17.13. Check governor and tape tension sheave lubrication.
- 17.14. Replacements for burned out lamps in all lanterns, push buttons, car and corridor position indicators, director stations, "this car up" signs and other signal fixtures shall be supplied and installed by the CONTRACTOR. Replacement for burned out lamps in elevator cars, machine rooms and pits shall be supplied by the facility and installed by the CONTRACTOR.

18. Monthly:

- 18.1. Observe operation of elevator, escalator, chairlift and platform lift throughout its full range of all floors it serves to test controls, safety devices, leveling, relieving and other devices.
- 18.2. Check door operation, clean, lubricate and adjust brakes, checks linkages, gears, wiring motors, check keys, set screw, contacts, chains, cams and door closer.
- 18.3. Check selector. Clean, adjust and lubricate brushes, dashpots, traveling cables, chain, pawl magnets, wiring, contacts, relays, tape drive and broken tape switch.
- 18.4. Check car. Clean, adjust and lubricate car door and gate tracks, pivots, hangers, car grill, side and top exits.
- 18.5. Inspect interior of cab. Test telephone or intercommunication system, normal and emergency lights, fan, emergency call system or alarm, car station. Make needed repairs.
- 18.6. Visually inspect controller, contacts and relays. Check adjustment and replace contacts as required.
- 18.7. Observe operation of signal dispatching system. Inspect compensating hitches, buffers, rope clamps, slack cable switch, couplings, keyways and pulleys. Check load weighting device and dispatching time settings. Clean, adjust and lubricate as necessary.
- 18.8. Check oil level in car and counterweight oil buffers and add oil as required.
- 18.9. Check brushes and commentators. Inspect commentators for finish, grooving, eccentricity and mica level. If required, clean, turn or refinish commutator to provide proper commutation. Inspect brushes for tension seating and wear, replace or adjust as required.

18.10. Check and adjust:

- 18.10.1. Car ventilation system.
- 18.10.2. Car position indicators.
- 18.10.3. Direction stations.
- 18.10.4. Hall and car buttons.
- 18.10.5. Hall lanterns.
- 18.10.6. This car up signs.

18.11. For escalators, regularly and systematically examine, adjust, lubricate, clean internal truss structures (as required), maintain all accessory equipment, and if conditions warrant, repair or replace the following escalator components: escalator power unit, controller parts, electrical switches, wiring, bearing, governors and brakes, step and chain wheels, chains and sprockets, steps and step treads, comb plates, safety device handrails.

18.12. For chairlifts and platform lifts, perform regular inspections to address the following: ride access by passengers, maintenance and operational staff, safety during the ride, fundamental mechanical and electrical safety, fire safety and noise.

18.13. For chairlifts and platform lifts, perform the following inspection activities: commissioning inspection including load test runs, formal pre-season inspection, daily and perioding maintenance inspections, annual inspection, periodic major inspection of critical components, designer and manufacturer stipulated inspections, and ancillary equipment inspections.

18.14. For chairlifts and platform lifts, inspect the platform and control panel, lock bolts for tightness, the foot switch for proper operation, switches which should be in neutral, signs and labels and instructions for legibility, safety latches, toe boards, railings and guards to ensure they are in good condition and working properly.

19. Quarterly:

- 19.1. Check leveling operation. Clean and adjust leveling switches, hoist way vanes, magnets, and inductors. Repair and/or adjust for proper leveling.
- 19.2. Check hoistway doors. Clean, lubricate car door or gate tracks, hangers and up thrust eccentrics, linkages jibs and interlocks.
- 19.3. Clean, adjust and lubricate car door or gate tracks, pivots, hangers.
- 19.4. On hoistway doors, clean, lubricate and adjust tracks, hangers and eccentrics, linkages jibs and interlocks.
- 19.5. Inspect all fastening and ropes for wear and lubrication. Clean both governors and hoist ropes and lubricate hoist ropes and lubricate hoist ropes if needed. Inspect all rope hitches and shackles and equalize rope tension.
- 19.6. Inspect hoist reduction gear brake and brake drum, drive sheave and motor, and any

bearing wear.

- 19.7. In the car, test alarm bell system. Clean light fixtures, inspect, clean and adjust retiring cam devices, chain, dashpots, commentators, brushes, cam pivots, fastenings. Test emergency switch (ground case, if necessary). Inspect safety parts, pivots, setscrew, switches, etc. Check adjustments of car and counterweight jibs, shoe or roller guides, lubricate and adjust if necessary.
- 19.8. In the pit, lubricate compensating sheave and inspect hitches. Inspect governor and tape tension sheave fastenings. Empty clean oil drip pans.
- 19.9. Clean all parts of safeties and lubricate moving parts to assure their proper operation. Check and adjust clearance between safety jaws and guide rails. Visually inspect all safety parts.
- 19.10. Clean and examine governor rope, replacing, if needed. (Do not lubricate governor rope).

20. Semi-Annually:

- 20.1. Check controller. Clean with blower, check alignment of switches, relays, timers, contracts, hinge pins, etc. adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses and holders and all controller connections.
- 20.2. In hoist way examine guide rails, cams, sheaves, sills, bottom of platform, car tops, counterweights and hoistway walls.
- 20.3. Inspect sheaves to ensure they are tight on shafts. Sound spokes and rim with hammer for cracks.
- 20.4. Examine all hoist ropes for wear, lubrication, length and tension. Replace, lubricate and adjust as required to meet code requirements.
- 20.5. On tape drives, check hitches and broken tape switch.
- 20.6. Check car stile channels for bends or cracks; also car frame, cams, supports and car steadying plates.
- 20.7. Lubricate moving parts or vertical rising or collapsible car gates. Check pivot points, sheaves, guides and track wear.
- 20.8. Lubricate guide shoe stems.
- 20.9. Check governor and tape tension sheave fastenings.
- 20.10. For bi-parting doors, clean chains, tracks and sheaves, lubricate as required. Check door contacts.
- 20.11. Check fastening and operation of door checks, interlocks clean and lubricate pivot points as required.

21. Annually:

- 21.1. Thoroughly clean car and counterweight guide rails using nonflammable or high flash point

- solvent to remove lint dust and excess lubricant. Vacuum down elevator shaft way.
- 21.2. Remove, clean lubricate brake cores on brakes, clean linings, if necessary and inspect for wear. Correct excess wear and adjust.
 - 21.3. Drain, flush and refill reservoirs on each hoisting motor and motor generator.
 - 21.4. Check and reset, if necessary, all brushes for neutral settings, proper quartering and spacing on commentators.
 - 21.5. Group supervisors controls systems installed shall be checked out. The systems, dispatching scheduling and emergency servicing shall be tested and adjusted in accordance with manufacturer's literature. The CONTRACTOR shall provide to the satisfaction of the COUNTY representative that the system functions properly. All work shall be performed during other than normal working hours with no inconvenience to building occupants. A full report covering adjustment time intervals, dispatch times on various programs, door standing time and door opening and closing speeds shall be furnished to the COUNTY.

22. Obsolescence:

- 22.1. The parties acknowledge that, with the passage of time, COUNTY's equipment may become obsolete. Other than to provide a reasonable amount of preventative maintenance, and except as specified below, replacements of equipment that is obsolete shall not be part of CONTRACTOR's scope of work under this Agreement. As used in this Agreement, "obsolete" means, with respect to a particular equipment part, no longer in use in the industry, such that a replacement part is not available from any manufacturer.
- 22.2. Notwithstanding the foregoing, the following services relating to obsolescence shall be a part of CONTRACTOR's scope of work under this Agreement:
 - 22.2.1. In the event the CONTRACTOR determines that one or more parts are obsolete, or will become obsolete, the CONTRACTOR shall provide written notice to the COUNTY as soon as possible or at least three months prior to obsolescence. This notice will include the CONTRACTOR's recommendation, assessment of any cost and schedule impacts associated with the recommendation. The COUNTY reserves the right to request from CONTRACTOR objective proof of a part's obsolescence.
 - 22.2.2. Upon receipt of the notification, COUNTY will determine the appropriate course of action and will give written direction to the CONTRACTOR. In no event will the CONTRACTOR proceed with implementation without written approval of COUNTY.
 - 22.2.3. The CONTRACTOR shall be responsible for timely managing obsolescence over the entire period of the Agreement, and notwithstanding any obsolescence issues or problems, the CONTRACTOR remains responsible for meeting all performance, and other, requirements of the Agreement. CONTRACTOR shall

develop and submit an Obsolescence Plan for managing the loss, or impending loss, of manufacturer or suppliers of parts and/or material required for performance of this Agreement. At a minimum, the plan shall address the following: means and approach for providing COUNTY with information regarding obsolescence, planned resolution of current obsolescence issues, parts list screening, parts list monitoring, means and approach for establishing obsolescence solutions and plan for conducting obsolescent predictions. The CONTRACTOR shall additionally provide the COUNTY with bi-annual obsolescence status briefs throughout the term of the Agreement. CONTRACTOR agrees to use its best efforts to prevent any additional costs from being incurred by the COUNTY due to obsolescence.

22.2.4. CONTRACTOR is responsible for all costs associated with identifying a different replacement part when any existing parts become obsolete. The costs for which the CONTRACTOR is responsible include, but are not limited to, the costs of investigating part availability, interchangeability and substitutability, locating a replacement part, vendor interface, engineering efforts, testing and code requirements.

22.2.5. The COUNTY and CONTRACTOR agree time is of the essence regarding obsolescence issues and to work together collaboratively for related repairs.

23. General Requirements

23.1. The intent of these specifications, unless otherwise noted is to cover elevator, escalator, chairlift and platform lift maintenance service complete in every respect. Details of service not explicitly stated in these specifications but necessarily attendant thereto, is deemed understood by the CONTRACTOR and included herein. The CONTRACTOR shall furnish all material and equipment usually furnished with such services, in accordance with the industry standard.

23.2. It is mutually agreed and acknowledged that the CONTRACTOR has included costs to remedy all deficient items in his proposal and he will be responsible for the satisfactory functioning of the equipment without extra compensation. The CONTRACTOR may include in their response a detailed explanation of work intended to be performed under this clause.

23.3. All material and equipment furnished shall be new and in excellent working condition.

23.4. Hard copy field, service or monthly reports will not be accepted by COUNTY. The term "electronic" stated herein shall be defined as a USB, web-based program or hosting or e-mail. It is strongly advised that the CONTRACTOR establish an electronic/web- based maintenance record file and reporting system for all contracted facilities. An example of a viable electronic report system is the following:

23.4.1. In lieu of "hard copy" field/service tickets, establish local monitoring units

installed near the equipment to be maintained. Each local unit includes identification credential verification of the technician responsible for maintaining the associated equipment; time stamping of the start and end of each operation performed by the technician; data input of the description of the work performed during the technician's operation, and storage.

- 23.4.2. In lieu of "hard copy" monthly reports, establish an electronic maintenance report file, which allows data input of the description of each operation performed on the associated equipment in relation with the identification information of the technician that performed the operation and the time stamp information of the start and end of the operation. The data should be accessible by COUNTY via the CONTRACTOR's designated host website.
- 23.4.3. An electronic notification of reports being available to the COUNTY, should be furnished within ten (10) working days after each month's service. In addition to the data state above, the electronic reports will include a precise description of services provided, number of staff involved and number of contract hours spent. This report must be furnished or posted on the CONTRACTOR's host webpage on or before the invoice for payment is submitted to the COUNTY. Payment will not be approved without the reports.
- 23.4.4. Electronic field/service tickets must include the following: time/date stamp; identification of technician providing service; equipment/unit receiving service; description of service performed; repair, resolve or recommendation. This electronic field/service ticket must be made available to the COUNTY within twenty-four (24) hours of the service being performed. Failure to provide this electronic field/service ticket, whether intentional or not, shall be understood to mean that service was not performed.
- 23.4.5. Monthly service tickets are to be included in the electronic report
- 23.4.6. The CONTRACTOR shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action.
- 23.4.7. The CONTRACTOR agrees that this Agreement may not be assigned, transferred, conveyed, or the work subcontracted.
- 23.4.8. No drug use of any type, or alcoholic beverages by the CONTRACTOR or its personnel shall be permitted on the premises.
- 23.4.9. Food, beverages and snacks will not be permitted on the premises. All field personnel will be expected to maintain equipment rooms, machine rooms and elevator shafts and hoistways free of trash and debris.
- 23.4.10. CONTRACTOR's technicians/mechanics must undergo a background check. CONTRACTOR is to provide details of the background check conducted.

24. Inspection:

24.1. The quality of service shall be subject to inspection by COUNTY at any time. Should it be found that the quality of services being performed is not satisfactory, and the requirements of the specifications are not being met, COUNTY may terminate the Agreement, and employ another contractor to fulfill the requirements of the Agreement. The existing CONTRACTOR shall be liable to the COUNTY for costs incurred on account thereof.

25. Stop Work Order:

25.1. COUNTY reserves the right to stop the work covered by this Agreement at any time, if it is deemed the CONTRACTOR is unable or incapable of performing the work to the satisfaction of COUNTY. In the event of such cease to work, COUNTY shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount set forth in this Agreement, the CONTRACTOR shall be liable to the COUNTY for any such cost on account thereof.

25.2. The COUNTY representative reserves the right to reject and bar from the facility any employee hired by the CONTRACTOR.

26. Labor and Materials:

26.1. Hourly rates should be considered from the time the mechanic/technician leaves his place of business until the time he returns.

EXHIBIT B PAYMENT PROVISIONS

Bldg.#	Building Name	State #	Equipment Type	Price Per Month
RV0904	CJB - Criminal Justice Building 4095 Lemon Street, Riverside, CA	036332, 036333 (2)	elevator	\$1,000.00
RV0905	County Administrative Center - Tower 4080 Lemon Street, Riverside, CA	045199, 059809, 059851, 059815, 045443 (5)	elevator	\$2,625.00
RV0914	Presley Detention Center 4000 Orange Street, Riverside, CA (Overtime Call Backs Included)	088889, 092535, 092536, 092736, 093064, 093063 (6)	elevator	\$2,806.00
RV1005	County Administrative Center - Annex 4080 Lemon Street, Riverside, CA	131241, 131242, 131223 (3)	elevator	\$1,200.00
RV1007	County Administrative Center - Garage 4090 Lemon Street, Riverside, CA	131227	elevator	\$175.00
RV1044	Riverside Centre - Bldg. A 3403 10th Street, Riverside, CA	072663, 072532, 072511 (3)	elevator	\$1,200.00
RV1058	The Law Bldg. (Regency Tower) 3900 Orange Street, Riverside, CA	157011, 157012, 157013, 157014, 157015, 57016, 157017, 157018 (8)	elevator	\$3,400.00
RV1078	Riverside County Innovation Center 3450 14th Street, Riverside, CA	133335, 133440, 133444 (3)	elevator	\$1,575.00
RV1082	Mental Health 2085 Rustin Ave., Riverside, CA	74654	elevator	\$200.00
MV1212	RUHS -RCRMC 26520 Cactus Ave., Moreno Valley, CA (Overtime Call Backs Included)	108142, 108143, 108145, 108144, 108149, 108150, 108147, 108146, 108351, 108151, 108152, 108153, 108148, 108142, 164270 (15)	elevator	\$5337.50
MV1231	RUHS -RCRMC 26520 Cactus Ave., Moreno Valley, CA	164270	elevator	\$200.00
RV1066	Assessor-Clerk-Recorder 2724 Gateway Drive, Riverside, 92507	108472, 108481, 108482	elevator	\$660.00
IN0781	Indio Law Building 82-995 Hwy 111, Indio 92201	16410, 164102, 164103, 164104	elevator	\$980.00
IN0782	John Benoit Detention Center 82675 Hwy 111, Indio CA 92201	631170, 631171, 631172, 631177, 631173, 631174, 865342, 865343, 865344, 631175, 631176	elevator	\$7,955.00

RV1709	Wheelchair Lift 3478 14 th Street, Riverside CA	164750	WCL	\$150.00
LE0519	Lakeland Village (Bldg. A) 16275 Grand Ave, Lake Elsinore	164656 164656	WCL wheelchai r lift	\$150.00
Monthly Total Elevator Maintenance Cost				\$29,613.50

Cost to perform an annual "no load test" per unit: \$0.00
 Cost to perform a five year "full load test" per unit: \$1,600
 Cost to perform a five year "full load test" per traction unit @ JBDC: \$2,900

OVERTIME CALLBACKS INCLUDED FOR RV0914 – ROBERT PRESLEY DETENTION CENTER AND MV1212 RUHS -RCRMC ONLY: 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 equipment listed in Exhibit E for RV0914 – ROBERT PRESLEY DETENTION CENTER and MV1212 RUHS -RCRMC is included in this Agreement without extra charge to the COUNTY.

EXHIBIT C REPAIR & CALLBACK RATES

RFQ#894517 Repair & Callback Rates for Elevators, Escalators, & Chair/Platform Lifts

Exhibit C - Bid Form

All yellow highlighted fields should be completed to be considered in the evaluation to award. Failure to follow these instructions could deem your company non-responsive to this request for proposal.

Pricing Description	Unit Amount	Unit	Estimated Annual Quantity	Extended Total
Certified Technician Rate - Normal Hours (7:00 AM to 5:00 PM, Monday-Friday)	\$ 160.00	Hourly Rate	500	\$ 80,000.00
Certified Technician Rate - Outside Normal Hours (including weekends)	\$ 320.00	Hourly Rate	250	\$ 80,000.00
Certified Technician Rate - Emergency Call Out	\$ 320.00	Hourly Rate	100	\$ 32,000.00
Certified Technician Rate - Holiday Hours	\$ 320.00	Hourly Rate	50	\$ 16,000.00
Helper Technician - Normal Hours (7:00 AM to 5:00 PM, Monday-Friday)	\$ 120.00	Hourly Rate	500	\$ 60,000.00
Helper Technician - Outside Normal Hours (including weekends)	\$ 240.00	Hourly Rate	250	\$ 60,000.00
Helper Technician - Emergency Call Out	\$ 240.00	Hourly Rate	100	\$ 24,000.00
Helper Technician - Holiday Hours	\$ 240.00	Hourly Rate	50	\$ 12,000.00
Preventative Maintenance Rate	\$ 160.00	Hourly Rate	1000	\$ 160,000.00
TOTAL ANNUAL LABOR AMOUNT				\$ 524,000.00
Percentage discount off MSRP pricing for Elevator Equipment Parts (Documentation of Offeror's cost will be required, when applicable)	No discount to be offered. A 15% increase for profit	Percentage Discount	\$ 100,000.00	\$ 100,000.00
TOTAL ANNUAL PARTS AMOUNT				\$ 100,000.00
TOTAL ANNUAL BID AMOUNT				\$ 624,000.00

Note: The hourly rates should be all inclusive of labor, travel, and any additional fees or service.

Note: The Estimated Quantities listed in Column D are estimates only used for evaluation purposes of this solicitation. Metro does not guarantee any minimum or maximum amount of hours or dollar value of parts/materials under this contract.

Note: If awarded a contract, Offeror will be required to submit itemized invoices for Metro jobs performed. These invoices will correlate to the given pricing above, including the percentage discount for parts and materials.

Escalation/De-escalation	Maximum Percentage of Escalation	5.00%
Enter in the total Maximum Percentage of Escalation that may apply to your Hourly Rates provided in the table above. Otherwise, leaving the Maximum Percentage of Escalation at 0.00% will assume that your Hourly Rates will remain the same over the 5-year term of the contract and the Offeror will not be able to change the price if awarded a contract. For evaluation purposes, the Maximum Percentage of Escalation entered by the Offeror will be applied for Years 2-5 to reach a Total Maximum Contract Value. This Total Maximum Contract Value is the amount that all Offerors will be evaluated against. Note: Pricing on this Bid Form shall remain as bid for the first 12 months from the filing date for the contract and then may be subject to Escalation requests not to exceed the Maximum Percentage of Escalation as identified herein and in accordance with the Escalation/De-escalation clause within the Contract Terms and Conditions.	Escalation Increase on Hourly Rates	Total Annual Bid Amount with Maximum % of Escalation
	Year	
	2	\$ 168.00 \$655,200.00
	3	\$ 175.40 \$687,960.00
	4	\$ 185.22 \$722,358.00
	5	\$ 194.48 \$758,475.90
TOTAL MAXIMUM CONTRACT VALUE (for evaluation purposes only)		\$ 3,447,993.90

Note: The Total Maximum Contract Value is for evaluation purposes only and does not represent the actual contract value that may be awarded. Metro does not guarantee any minimum or maximum amount of hours or dollar value of parts/materials under this contract.

On-Site Response Times	Hours/Minutes
State guaranteed on-site response time for service calls during normal business hours	2
State guaranteed on-site response time for service calls outside normal business hours	4
State guaranteed on-site response time for service calls during holiday hours	4
State guaranteed on-site response time for EMERGENCY service calls from Metro during normal business hours	1
State guaranteed on-site response time for EMERGENCY service calls from Metro outside normal business hours	2
State guaranteed on-site response time for EMERGENCY service calls from Metro during holiday hours	2

Note: Each Offeror must meet the minimum requirement of 1 hour response times for correspondence to any call from Metro. The response times listed in the table to the left should be reflective of the guaranteed on-site response times.

Additional Pricing Information	Ordering Methods
Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (Use additional pages if necessary) To be determined based on final contract terms.	<p>On Material Discounts: Otis does not provide discounts for material. Instead, our material price will include an increase of 15% to cover profit and overhead.</p> <p>Annual Price Escalation: The contract price will be adjusted on each annual anniversary date of this agreement and will reflect increases and decreases associated with the labor rate adjustment under Otis' contract with the International Union of Elevator Constructors (IUEC Contract) and the index of the "Producer Commodity Prices for Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Statistics. Ten percent (10%) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of Producer Commodity Prices for Metals and Metal Products compared with the index on 2/1/2016 which was 188.10. Ninety percent (90%) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on 1/1/2016 which was 72.856. The phrase "straight time hourly labor cost" means the sum of the straight time hourly rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained.</p>

<p>Describe available ordering methods - online ordering, order tracking, search options, order history, etc.</p>	<p>Otis provides multiple means by which its customers can keep track of the work being performed. The first of which is eService, which is an online reporting tool that keeps a record of any activity that occurs with your elevators. It will also send out event driven emails, should any key members of Metro rather receive those than access the website. We also have our Otisline 24/7 emergency line that the customer can call to place service calls, check in-status calls, make specific building notes and information, etc. Information on both of these services can be found in the bid documents accompanying this bid form.</p>
<p>Warranty Information Describe any warranty information on work and service. If no warranty applies, please state that in the yellow box provided.</p>	<p>Below is the Otis standard language for any service work completed under this contract. All Otis New Equipment and modernization installations completed by Otis have a one year warranty from acceptance date. All Otis upgrade and repair work will warrant that any equipment provided shall be free from defects in workmanship and material. Any defects found in the components of the equipment worked on shall be given to us by you within ninety (90) days after the completion of work. Please note any warranties can be updated on a case by case basis upon award.</p>
<p>Holiday Schedule Define your holiday schedule in the yellow box provided.</p>	<p>Our Holiday Schedule: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day.</p>

EXHIBIT D REPLACEMENT & NEW INSTALLATION

RFQ#894517 Replacement & New Installation for Elevators, Escalators, & Chair/Platform Lifts

Exhibit D - Bid Form

All yellow highlighted fields should be completed to be considered in the evaluation to award. Failure to follow these instructions could deem your company non-responsive to this request for proposal.

Pricing Description	Unit Amount	Unit	Estimated Annual Quantity	Extended Total
Certified Technician Rate - Normal Hours (7:00 AM to 5:00 PM, Monday-Friday)	\$ 160.00	Hourly Rate	500	\$ 80,000.00
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Certified Technician Rate - Emergency Call Out	\$ 320.00	Hourly Rate	100	\$ 32,000.00
Certified Technician Rate - Holiday Hours	\$ 320.00	Hourly Rate	50	\$ 16,000.00
Helper Technician - Normal Hours (7:00 AM to 5:00 PM, Monday-Friday)	\$ 120.00	Hourly Rate	500	\$ 60,000.00
Helper Technician - Outside Normal Hours (including weekends)	\$ 240.00	Hourly Rate	250	\$ 60,000.00
Helper Technician - Emergency Call Out	\$ 240.00	Hourly Rate	100	\$ 24,000.00
Helper Technician - Holiday Hours	\$ 240.00	Hourly Rate	50	\$ 12,000.00
Preventative Maintenance Rate	\$ 160.00	Hourly Rate	1000	\$ 160,000.00
TOTAL ANNUAL LABOR AMOUNT				\$ 524,000.00
Percentage discount off MSRP pricing for Elevator Equipment Parts (Documentation of Offeror's cost will be required, when applicable)	No discount to be offered. A 15% increase for profit	Percentage Discount	\$ 150,000.00	\$ 150,000.00
TOTAL ANNUAL PARTS AMOUNT				\$ 150,000.00
TOTAL ANNUAL BID AMOUNT				\$ 674,000.00

Note: The hourly rates should be all-inclusive of labor, travel, and any additional fees or services.

Note: The Estimated Quantities listed in Column D are estimates only, used for evaluation purposes of only solicitation. Metro does not guarantee any minimum or maximum amount of hours or dollar value of parts/materials under this contract.

Note: If awarded a contract, Offeror will be required to submit invoices involving for Metro jobs performed. These invoices will correlate to the green pricing above, including the percentage discount for parts and materials.

Escalation/De-escalation

Enter in the total Maximum Percentage of Escalation that may apply to your Hourly Rates provided in the table above. Otherwise, leaving the Maximum Percentage of Escalation at 0.00% will assume that your Hourly Rates will remain the same over the 5-year term of the contract and the Offeror will not be able to change the price if awarded a contract. For evaluation purposes, the Maximum Percentage of Escalation entered by the Offeror will be applied for Years 2-5 to reach a Total Maximum Contract Value. This Total Maximum Contract Value is the amount that all Offerors will be evaluated against. Note: Pricing on this Bid Form shall remain as bid for the first 12 months from the filing date for the contract and then may be subject to Escalation requests not to exceed the Maximum Percentage of Escalation as identified herein and in accordance with the Escalation/De-escalation clause within the Contract Terms and Conditions.

		Maximum Percentage of Escalation		5.00%
Year	Escalation Increase on Hourly Rates	Total Annual Bid Amount with Maximum % of Escalation		
2	\$ 168.00	\$ 707,700.00		
3	\$ 176.40	\$ 743,085.00		
4	\$ 185.22	\$ 780,239.25		
5	\$ 194.48	\$ 819,251.21		
TOTAL MAXIMUM CONTRACT VALUE (for evaluation purposes only)				\$ 3,724,275.46

Note: The Total Maximum Contract Value is for evaluation purposes only and does not represent the actual contract value that may be awarded. Metro does not guarantee any minimum or maximum amount of hours or dollar value of parts/materials under this contract.

On-Site Response Times	Hours/Minutes
State guaranteed on-site response time for service calls during normal business hours	2
State guaranteed on-site response time for service calls outside normal business hours	4
State guaranteed on-site response time for service calls during holiday hours	4
State guaranteed on-site response time for EMERGENCY service calls from Metro during normal business hours	1
State guaranteed on-site response time for EMERGENCY service calls from Metro outside normal business hours	2
State guaranteed on-site response time for EMERGENCY service calls from Metro during holiday hours	2

Note: Each Offeror must meet the minimum requirement of 1-hour response time for correspondence to any call from Metro. The response times listed in the table to the left should be reflective of the guaranteed on-site response times.

Additional Pricing Information

Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (Use additional pages if necessary) to be determined based on final contract terms.	<p>On Material Discounts: Otis does not provide discounts for material. Instead, our material price will include an increase of 15% to cover profit and overhead.</p> <p>Annual Price Escalation: The contract price will be adjusted on each annual anniversary date of this agreement and will reflect increases and decreases associated with the labor rate adjustment under Otis' contract with the International Union of Elevator Constructors (IUEC Contract) and the index of the "Producer Commodity Prices for Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Statistics. Ten percent (10%) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of Producer Commodity Prices for Metals and Metal Products compared with the index on 2/1/2016 which was 188.10. Ninety percent (90%) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on 1/1/2016 which was 72.856. The phrase "straight time hourly labor cost" means the sum of the straight time hourly rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained.</p>
Ordering Methods	

<p>Describe available ordering methods - online ordering, order tracking, search options, order history, etc. (Please put N/A if this option is not applicable)</p>	<p>Otis provides multiple means by which its customers can keep track of the work being performed. The first of which is eService, which is an online reporting tool that keeps a record of any activity that occurs with your elevators. It will also send out event driven emails, should any key members of Metro rather receive those than access the website. We also have our Otisline 24/7 emergency line that the customer can call to place service calls, check in-status calls, make specific building notes and information, etc. Information on both of these services can be found in the bid documents accompanying this bid form.</p>
<p>Warranty information</p>	
<p>Describe any warranty information on work and service. If no warranty applies, please state that in the yellow box provided</p>	<p>Below is the Otis standard language for any service work completed under this contract. All Otis New Equipment and modernization installations completed by Otis have a one year warranty from acceptance date. All Otis upgrade and repair work will warrant that any equipment provided shall be free from defects in workmanship and material. Any defects found in the components of the equipment worked on shall be given to us by you within ninety (90) days after the completion of work. Please note any warranties can be updated on a case by case basis upon award.</p>
<p>Holiday Schedule</p>	
<p>Define your holiday schedule in the yellow box provided</p>	<p>Our Holiday Schedule: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day.</p>

EXHIBIT E ELEVATOR LIST

Bldg.#	Building Name	State #	Equipment Type
RV0904	CJB - Criminal Justice Building 4095 Lemon Street, Riverside, CA	036332, 036333 (2)	elevator
RV0905	County Administrative Center - Tower 4080 Lemon Street, Riverside, CA	045199, 059809, 059851, 059815, 045443 (5)	elevator
RV0914	Presley Detention Center 4000 Orange Street, Riverside, CA (Overtime Call Backs Included)	088889, 092535, 092536, 092736, 093064, 093063 (6)	elevator
RV1005	County Administrative Center - Annex 4080 Lemon Street, Riverside, CA	131241, 131242, 131223 (3)	elevator
RV1007	County Administrative Center - Garage 4090 Lemon Street, Riverside, CA	131227	elevator
RV1044	Riverside Centre - Bldg. A 3403 10th Street, Riverside, CA	072663, 072532, 072511 (3)	elevator
RV1058	The Law Bldg. (Regency Tower) 3900 Orange Street, Riverside, CA	157011, 157012, 157013, 157014, 157015, 57016, 157017, 157018 (8)	elevator
RV1078	Riverside County Innovation Center 3450 14th Street, Riverside, CA	133335, 133440, 133444 (3)	elevator
RV1082	Mental Health 2085 Rustin Ave., Riverside, CA	74654	elevator
MV1212	RUHS -RCRMC 26520 Cactus Ave., Moreno Valley, CA (Overtime Call Backs Included)	108142, 108143, 108145, 108144, 108149, 108150, 108147, 108146, 108351, 108151, 108152, 108153, 108148, 108142, 164270 (15)	elevator
MV1231	RUHS -RCRMC 26520 Cactus Ave., Moreno Valley, CA	164270	elevator
RV1066	Assessor-Clerk-Recorder 2724 Gateway Drive, Riverside, 92507	108472, 108481, 108482	elevator
IN0781	Indio Law Building 82-995 Hwy 111, Indio 92201	16410, 164102, 164103, 164104	elevator
IN0782	John Benoit Detention Center 82675 Hwy 111, Indio CA 92201	631170, 631171, 631172, 631177, 631173, 631174, 865342, 865343, 865344, 631175, 631176	elevator
RV1709	Wheelchair Lift 3478 14 th Street, Riverside CA	164750	WCL

LE0519	Lakeland Village (Bldg. A) 16275 Grand Ave, Lake Elsinore	164656164656	Wheelchair lift	\$150.00
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EXHIBIT F PREVAILING WAGE REQUIREMENTS

All or a portion of the Scope of Services in this Agreement or Purchase Order (as applicable) requires the payment of prevailing wages and compliance with the following requirements.

C1.0. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the COUNTY has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Services is to be performed. Copies of said rates are on file with the COUNTY, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Services, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Services, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the CONTRACTOR shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

C2.0. Payment of Prevailing Rates

Each worker of the CONTRACTOR, or any subcontractor, engaged in the Scope of Services, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any subcontractor, and such worker.

C3.0. Prevailing Rate Penalty

The CONTRACTOR shall, as a penalty, forfeit two hundred dollars (\$200.00) to the COUNTY for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the CONTRACTOR or by any subcontractor in connection with the Scope of Services. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the CONTRACTOR.

C4.0. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a CONTRACTOR on the project shall be returned to the COUNTY. The CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Scope of Services.

C5.0. Payroll Records:

Pursuant to California Labor Code section 1776, the CONTRACTOR and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Services. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the CONTRACTOR or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Services performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;

(2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the COUNTY, the Division of Labor Standards Enforcement of the DIR;

(3) A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the COUNTY or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the COUNTY or the Division of Labor Standards Enforcement, the requesting Party shall, prior to being provided the records, reimburse the cost of preparation by the CONTRACTOR, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the CONTRACTOR;

(4) The CONTRACTOR shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

(5) Copies provided to the public, by the COUNTY or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the CONTRACTOR or any subcontractor, performing a part of the Scope of Services shall not be marked or obliterated. The CONTRACTOR shall inform the COUNTY of the location of payroll records, including the street address, city and COUNTY and shall, within five (5) working days, provide a notice of a change of location and address. The CONTRACTOR shall have ten (10) days from receipt of the written notice specifying in what respects the CONTRACTOR must comply with the above requirements. In the event CONTRACTOR does not comply with the requirements of this section within the ten (10) day period, the CONTRACTOR shall, as a penalty to the COUNTY, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the CONTRACTOR.

C6.0. Limits of Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the CONTRACTOR or by a subcontractor, upon the Scope of Services or upon any part of the Scope of Services, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of CONTRACTOR or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

C7.0. Penalty of Excess Hours:

The CONTRACTOR shall pay to the COUNTY a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Services by the CONTRACTOR or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor

Code, unless compensation to the worker so employed by the CONTRACTOR is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

C8.0. Senate Bill 854 (Chapter 28, Statutes of 2014) Requirements:

C8.1. CONTRACTOR shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).

b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

c. This project is subject to compliance monitoring and enforcement by the DIR.

d. As required by the DIR, CONTRACTOR is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

e. CONTRACTOR and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.

i. The certified payroll must be submitted at least monthly to the Labor Commissioner.

ii. The COUNTY reserves the right to require CONTRACTOR and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.

iii. The certified payroll records must be in a format prescribed by the Labor Commissioner.

C8.2. As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

C9.0. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

C9.1. State Public Works Apprenticeship Requirements: The CONTRACTOR is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the CONTRACTOR, subcontractor, vendor or consultant. Included in these requirements is (1) the CONTRACTOR’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

Any apprentices employed to perform any of the Scope of Services shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Services. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

C9.2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

C9.2.1) Submit Contract Award Information (DAS-140)

a. Although there are a few exemptions (identified below), all contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.

b. The DAS-140 is a notification “announcement” of the CONTRACTOR’s participation on a public works project—it is not a request for the dispatch of an apprentice.

c. CONTRACTOR shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime CONTRACTOR subcontract, but in no event later than the first day in which the CONTRACTOR has workers employed on the public work.

d. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.

e. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

C9.2.2) Employ Registered Apprentices

a. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.

b. All contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.

c. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.

d. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.

e. CONTRACTOR should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). CONTRACTOR has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.

f. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

C9.2.3) Make Training Fund Contributions

a. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.

b. Contractors may use the "CAC-2" form for submittal of their training fund contributions.

c. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.

d. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.

e. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

C9.2.4) Exceptions to Apprenticeship Requirements: The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

a. When the contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the contractor. In other words, the contractor performed the entire work from start to finish and worked alone.

b. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.

c. When the contractor has a direct contract with the Public Agency that is under \$30,000.

d. When the project is 100% federally-funded and the funding of the project does not contain any city, COUNTY, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).

e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

C9.2.5) Exceptions from Apprenticeship Ratios: The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the CONTRACTOR from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

a. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or

b. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

c. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or

d. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

C9.2.6) CONTRACTOR's Compliance: The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the CONTRACTOR. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.