



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Department of Public Works



DATE: March 16, 2012
BOARD MEETING DATE: March 27, 2012
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors
FROM: James C. Porter, Director of Public Works
SUBJECT: Elevator Maintenance Agreement with Kone, Inc.

RECOMMENDATION:

Adopt a Resolution:

- a) Waiving the Request for Proposals process and authorizing the President of the Board of Supervisors to execute an Agreement with Kone Inc. for the provision of elevator maintenance and repair services at various County facilities (non-health and hospital) managed by the Department of Public Works Facilities Maintenance and Operations, for a term of April 1, 2012 through March 31, 2014 for a maximum aggregate amount of \$300,000, with an option to renew for an additional year; and
- b) Authorizing the Director of Public Works to extend the term of the agreement for one additional year and increase the maximum aggregate amount to \$450,000 and to execute subsequent amendments and minor modifications in the types of services and activities provided under the Agreement.

BACKGROUND:

County Ordinance 2.83.170 (c) allows the Board of Supervisors to waive provisions for a formal Request for Proposal where it would be in the best interest of the County.

On July 22, 2008, your Board adopted Resolution No. 069600 authorizing an agreement with Kone, Inc. for the provision of elevator maintenance and repair services at various County facilities for the term of August 1, 2008 through July 31, 2011.

DISCUSSION:

The Department of Public Works Facilities, Maintenance and Operations Section is responsible for contracting with an elevator maintenance service provider to maintain thirty-one (31) elevators and two (2) escalators throughout the County. Kone, Inc. (Kone) has been selected through competitive process to provide elevator maintenance services to the County for the last eight years. In January 2012, Kone was selected by

the City of Palo Alto to provide elevator maintenance services through their Request for Proposals (RFP) process. The County's contracting procedures allow the Department to utilize another public agency's competitive process in place of conducting its own RFP. Because the proposed rate is less than what the County is currently paying for these services the Department recommends that your Board waive the Request for Proposals process and execute an agreement with Kone for elevator maintenance services. Additionally, we are recommending that the Director of Public Works be given the authority to extend the agreement.

The term of this service agreement is two years, with the option to renew for one year. The one-year extension gives the County flexibility to extend the agreement subject to favorable performance by the Contractor and gives the Contractor the incentive to perform well. In evaluating past experiences with shorter time periods on full service maintenance agreements, the Department believes that the longer term agreement will provide an incentive for the Contractor to have greater ownership in keeping the County elevators well maintained and making the necessary repairs on schedule rather than deferring them to the next contractor.

The contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

County Counsel has reviewed and approved the Agreement and Resolution as to form.

Approval of this action will contribute to Shared Vision 2025 outcome of a Livable Community by maintaining elevators for the benefit of the public and employees using our facilities.

Performance Measure(s):

Measure	FY 2010-11 Actual	FY 2011-12 Projected
Number of repair calls / percent of repeat calls	250 / 7%	230 / 6%

FISCAL IMPACT:

The two-year agreement with Kone, Inc. is for a total of \$300,000. This amount includes a contingency of \$55,444.60 for emergency and non-routine repairs such as retrieving keys dropped by customers into the elevator shaft, damage caused by customers and/or deliveries, vandalism, and unanticipated changes in service levels. These items are not included in the bid price. Prior authorization from the Department is required for the expenditure of any contingency funds. Should the Director of Public Works extend the agreement for one year, the total will be \$450,000, which would include an additional contingency of \$22,192.70, for a total contingency of \$77,637.30.

Funding to support this agreement has been included in the Facilities budget and will be financed through rent charges. There is no additional impact to the General Fund.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

*** * * * ***

RESOLUTION

A) WAIVING THE REQUEST FOR PROPOSALS PROCESS AND AUTHORIZING THE PRESIDENT OF THE BOARD OF SUPERVISORS TO EXECUTE AN AGREEMENT WITH KONE INC. FOR THE PROVISION OF ELEVATOR MAINTENANCE AND REPAIR SERVICES AT VARIOUS COUNTY FACILITIES (NON-HEALTH AND HOSPITAL) MANAGED BY THE DEPARTMENT OF PUBLIC WORKS FACILITIES MAINTENANCE AND OPERATIONS, FOR A TERM OF APRIL 1, 2012 THROUGH MARCH 31, 2014 FOR A MAXIMUM AGGREGATE AMOUNT OF \$300,000, WITH AN OPTION TO RENEW FOR AN ADDITIONAL YEAR; AND

B) AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXTEND THE TERM OF THE AGREEMENT FOR ONE ADDITIONAL YEAR AND INCREASE THE MAXIMUM AGGREGATE AMOUNT TO \$450,000 TO EXECUTE SUBSEQUENT AMENDMENTS AND MINOR MODIFICATIONS IN THE TYPES OF SERVICES AND ACTIVITIES PROVIDED UNDER THE AGREEMENT

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, Ordinance Code Section 2.83.170 (c) authorizes the Board of Supervisors to waive the Request for Proposals (RFP) process in any situation where the Board determines that a formal process would not be in the best interest of the County; and

WHEREAS, Kone, Inc. was selected by the City of Palo Alto, through its own RFP process, as offering the best government pricing for elevator maintenance service; and

WHEREAS, it is in the County's best interest to waive the RFP process and to enter into a service agreement in order to expedite the services needed for elevator maintenance throughout the County; and

WHEREAS, the Director of Public Works would like to enter into a vendor service agreement with this vendor for a term of two (2) years with an option to extend the agreement for one(1) year term; and

WHEREAS, this Board has reviewed and concurs with the recommendations of the Director of Public Works.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the:

1. Board waives the Request for Proposals process and authorizes the President of the Board of Supervisors to execute an Agreement with Kone Inc. for the provision of elevator maintenance and repair services at various County facilities (non-health and hospital) managed by the Department of Public Works Facilities Maintenance and Operations, for a term of April 1, 2012 through March 31, 2014 for a maximum aggregate amount of \$300,000 and the Clerk of this Board shall attest the President's signature thereto.

Kone, Inc.
15021 Wicks Boulevard
San Leandro, CA 94577
www.kone.com

2. Director of Public Works is hereby authorized to extend the term of the agreement for one additional year and increase the maximum aggregate amount to \$450,000 and to execute subsequent amendments and minor modifications in the types of services and activities provided under the Agreement.

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
Kone, Inc.**

THIS AGREEMENT, entered into this 1st day of April , 2012, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Kone, Inc. hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of elevator maintenance services at various County owned and leased buildings as specified herein for a term of two (2) years, with an option to extend the Agreement for an additional one (1) year.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A - Kone, Inc. Scope of Work

Exhibit B - Kone's pricing, hourly and overtime rates and Elevator Inventory.

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed three hundred thousand dollars (\$300,000). This amount includes a contingency of fifty-five thousand four hundred and forty three and 87/100 dollars (\$55,443.87) for emergency and non-routine repairs not included in the bid price. Prior authorization from Public Works is required for the expenditure of any contingency funds.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1, 2012 through March 31, 2014. There is a 3% fixed increase on annual escalation of this contract.

This Agreement may be terminated by Contractor, the Director of Public Works or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

The Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including Contractor, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to, the concurrent active or passive negligence of the County, officers, agents, or employees and servants, resulting from the performance of any work required by this Agreement of Contractor, provided that this shall not apply to injuries or damage for which County or its officers, agents, employees, or servants have been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

8. Assign ability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) Worker's Compensation and Employer's Liability Insurance

The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and it will comply with such provisions before commencing the performance of the work of this Agreement.

(2) Liability Insurance

The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a)	Comprehensive General Liability	\$1,000,000
(b)	Motor Vehicle Liability Insurance	\$1,000,000
(c)	Professional Liability	\$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated there under, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A.** *Section 504 applies only to Contractor who is providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B.** *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C.** *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D.** *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i)** termination of this Agreement;
 - ii)** disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii)** liquidated damages of \$2,500 per violation;
 - iv)** imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

- (a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- (b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

- (c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

16. Notices

Any notice, request, demand, or other communication requires or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In case of County, to:

Director of Public Works
San Mateo County
Department of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063-1665

In case of Contractor, to:

Mr. Jose Felix
Kone, Inc.
15021 Wicks Boulevard
San Leandro, CA 94577

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
**President, Board of Supervisors,
County of San Mateo**

Date: _____

ATTEST:

By: _____
**John L. Maltbie
Clerk of Said Board**

KONE, INC.

By: _____
Signature

Its: _____

Date: _____

EXHIBIT "A"

Specifications For

PROVIDING ELEVATOR MAINTENANCE SERVICES AT VARIOUS COUNTY FACILITIES FOR THE COUNTY OF SAN MATEO Project No. _____

1. GENERAL

1.1 Agreement Bond.

- A.** One Contractor's Bond, as itemized in Section 1.3B below, shall be furnished by the successful bidder at the time of entering into the Agreement and filed with the Director of Public Works, 555 County Center, 5th Floor, Redwood City, California; it shall be in the form of a surety bond issued by corporations duly and legally licensed to transact surety related business in the State of California, satisfactory to San Mateo County. Premiums for said Contractor's bond shall be paid by the Contractor and maintained at the Contractor's expense during the period prescribed herein for the completion of the work to be done under the Agreement, including extension of the Agreement.
- B.** The Contractor's Bond shall be in the amount of 100 percent (100%) of the Agreement sum during the first year of the Agreement and 50 percent (50%) of the total Agreement sum during the second year of the Agreement in accordance with the laws of the State of California to secure payment of any and all claims for labor and material used or consumed in performance of this Agreement.

Example:

A two (2) year Agreement would require a payment bond in the amount of 50 percent (50%) of the total sum of the Agreement each and every year.

- C.** All Contractors at the time they submit their respective bids pursuant to Section 1.1.D. of these Specifications shall furnish a bid bond in the form included in these Agreement Documents. The bid bond shall be in the amount equal to ten (10) percent of the Contractor's total bid, and shall be

issued by a corporation duly and legally licensed to transact surety-related business in the State of California, satisfactory to San Mateo County.

- D.** Agreement shall be awarded to the lowest and/or most responsible bidder as interpreted by the Owner and specified herein and shall be entered into by the successful bidder within ten (10) days after being notified by the Owner. Identity of lowest bidder will be determined by adding to or subtracting from the base bid the cost of any alternatives as Owner decides to include in the work and Agreement.

2. GENERAL CONDITIONS.

2.1 General Conditions and Standard Documents. This work is subject to the Standard General Conditions of the County of San Mateo setting forth requirements for Public Work, on file with the Department of Public Works. The Standard General Conditions cover Contractor's responsibility and performance of Agreement work related to definitions, instructions, materials, supervision, insurance, taxes, labor laws, etc., and the Contractor shall be held responsible for and governed by requirements therein.

2.2 Notification. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended or if delivered at or sent by mail to the last business address known to him who gives the notice.

2.3 Protection of County.

A. Neither County, nor its duly authorized representatives, shall be in any way or manner answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said work, or any part thereof, or in or about the same during its performance, and the Contractor shall assume all liabilities of every kind or nature arising from said work either by accident, negligence, theft, vandalism, or any cause whatsoever and Contractor shall hold the County and its duly authorized representatives harmless from all liability of every kind and nature arising from accident, negligence or any cause whatsoever.

B. Hold Harmless Clause. The Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including Contractor, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to, the concurrent active or passive negligence of the County, officers, agents, or employees and servants, resulting from the

performance of any work required by this Agreement of Contractor, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

- C.** Accident Prevention. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The inclusion and continuing reinforcement of safe work practices by the supervisor in charge is deemed an integral part of accident prevention precautionary measures. The safety provisions of applicable laws, CAL OSHA Safety Orders, and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the best safety provisions of the industry, to the extent that such provisions are not in contravention of applicable law.

2.4 Insurance.

- A.** Insurance. The Contractor shall not commence work under this Agreement until all insurance required under this paragraph has been obtained and such insurance has been approved by the Director of Public Works. The Contractor shall furnish the Director of Public Works with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department of Public Works of any pending change in the limits of liability or of any cancellation or modification of the policy. All insurance must remain in current status throughout the life of this Agreement and the Contractor shall furnish The Director of Public Works with verification of renewal by the 15th calendar day following the renewal date given on the active verification.
- 1)** Workers' Compensation and Employer's Liability Insurance: The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance

in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

2) Liability Coverage:

- A.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from the Contractor's operations under this Agreement, whether such operations be by the Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. After three (3) years from the date this Agreement is first executed the County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor. County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
- B.** In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the Director of Public Works, at his option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

2.5 Laws and Taxes.

- A.** Laws to be Observed. The Contractor shall keep fully informed of all existing and future State and National laws and all municipal ordinances and regulations of the City and County in which the work is being done which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, including but not limited to The State of California Elevator Safety Orders, and the ASME Safety Code for Elevators and Escalators

- B. Assignments.** The Contractor shall not assign the whole or any part of this Agreement or any monies due or to become due hereunder without the prior written consent of the County and of all sureties executing any bonds on behalf of the Contractor, in connection with this Agreement. In case the Contractor assigns all or any part of the monies due or to become due under this Agreement, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor, or otherwise, shall be subject to all the terms and conditions of this Agreement and of all instruments that are now or may hereafter be amendatory thereof or supplemental thereto, the rights and remedies of the County there under or arising by operation of law and to the liens of all persons, firms, and corporations for services rendered or materials supplied in connection with the performance this Agreement.
- C. Royalty and License Fees** incidental to the use of any patented material, device or process shall be paid by the Contractor, and in event of a claim of alleged infringement of patent rights the Contractor shall save the County free and harmless from loss on account thereof and also defend, at his own expense, any and all suits that may be brought in such connection.
- D. Taxes and Permits.** The Contractor shall pay for and include all Federal, State, and Local taxes direct or indirect upon all materials, and take out and pay for all permits, fees, and charges.

2.6 Labor.

- A.** The Contractor is requested to employ craft workers and other workers from the local labor market whenever possible to do so. "Local Labor Market" within the meaning of this section is defined as the labor market within the geographical confines of the County of San Mateo, State of California.
- B. Non-Discrimination General.** No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being

awarded a County Agreement for a period of up to 3 years (up to 5 years for equal benefits violation); iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due Contractor under the Agreement or any Agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by a person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- C. Equal Benefits** With respect to the provision of employee benefits, all Contractors with Agreements over \$5,000 shall comply with the San Mateo County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- D. Non-Discrimination - Employment.** Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's affirmative action policies shall be made available to County upon request.
- E. Hours of Labor.** The Contractor shall, forfeit as penalty to the County, Twenty-five Dollars (\$25) for each laborer, worker or mechanic employed in the execution of the Agreement upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, worker or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code.
- F. Prevailing Wage.** The Contractor shall forfeit as penalty to the County, Twenty-five Dollars (\$25) for each laborer or worker employed for each

calendar day or portion thereof, if such laborer or worker is paid less than the general prevailing rate of wages and benefits established by wage agreements or government regulations for any work done under the attached Agreement in violation of the provision of the California Labor Code.

- G. Wage Rates.** The Director of the State Department of Industrial Relations has determined and has published the rates of prevailing wages and benefits in the County of San Mateo (in which County the work is to be performed) for each craft or type of worker needed to perform the Agreement. Said prevailing rates are available from the California Department of Labor Statistics & Research (www.dir.ca.gov/DLSR). It shall be mandatory upon the Contractor, and upon any subcontractors under the Contractor to pay not less than the said specified rates of prevailing wages to all workers employed by them in the execution of this Agreement.
- H. Payrolls and Basic Records.** Payrolls and basic records relating thereto will be maintained during the course of the Agreement and preserved for a period of three years thereafter for all workers under this Agreement. Such records will contain the name and address of each employee, his correct classification, rates of pay including rates of contributions or costs anticipated of the types described in the prevailing wage rate and benefit determination for elevator constructor/mechanic, daily and weekly number of hours worked, deductions made and actual wages paid.

2.7 Cancellation and Savings Clauses.

- A.** In the event of significant changes during the term of this Agreement in the scope of the work covered by this Agreement, such as the need to discontinue service because of the closing or partial closing of a facility, the Agreement shall be canceled or modified as it pertains to the particular facility or facilities.
- B.** County may, at its option, cancel this Agreement at any time effective thirty (30) days following the mailing of written notice to the Contractor at the Contractor's usual place of business.
- C.** If at any time the County determines that service being rendered does not comply with the terms of this Agreement, County may terminate this Agreement effective three (3) days following the mailing of written notice to the Contractor at the Contractor's usual place of business.
- D.** If, during the effective period of this Agreement, the County contracts for the modernization of any of the Equipment shown on Exhibit "A" with any vendor, Maintenance services for all elevators in the affected building may be terminated by giving the Contractor thirty (30) days written notice.

Contractor shall agree to negotiate an acceptable reduction of cost for service for the balance of this Agreement. Unit pricing shown on Exhibit "B" shall be used as a guide in determining reasonable changes in monthly cost.

2.8 Terms and Conditions

- A. Term of Agreement.** The Agreement shall commence on April 1, 2012 and continue for a period of two (2) years, with an option to the County to extend the Agreement for an additional one (1) year. Should the Agreement expire, services shall continue on a month-to-month basis until a new Agreement for like services has been executed or either party terminates upon thirty (30) days written notice.
- B. Agreement Price.** The Agreement price shall be \$120,470.64 FM&O (\$10,039.22) per month.
- C. Hours of Work.** All normal work under this Agreement is to be performed during the regular working hours of the regular working days of the elevator trade. Whenever possible, routine maintenance work shall be scheduled to avoid times of peak demand on equipment.
- D. Payment of Work Performed.** The County will pay the Contractor for work performed under this Agreement at monthly intervals after completion of said work and receipt of monthly itemized written invoices from the Contractor pursuant to an approved schedule. The payment shall be based on the amount bid for each facility and only for those facilities where work has been completed by the Contractor, inspected and approved by the County.
- E. If overtime work, other than specified, is required, the County will pay only the difference between normal and overtime labor at the Contractor's billing rate.**
- F. Removal of elevators from service shall be coordinated with and approved by the County's Representative.**
- G. Changes in Work.**
 - 1)** The County, without invalidating the Agreement, may order additional work not covered under the Maintenance Agreement price. Additional work, if added to this Agreement, shall be added by negotiation between County and Contractor or bid proposal. No additional work shall be done or change made unless in pursuance of a written change order agreed upon by San Mateo County and Contractor. No claim for an addition to the Agreement shall be valid unless so ordered.

- a. The County must authorize the work based on an agreed cost or based on time and material using the labor rates set forth in Exhibit "B".
- b. Contractor shall have no rights of incumbency to restrict the County from seeking competitive bids for any additional work.
- c. In the event that the County withdraws or adds any elevator or piece of equipment to or from service, or the usefulness of any elevator shall end, during the term of this Agreement, the Contractor shall agree to negotiate an acceptable reduction and/or increase of cost for service for the balance of this Agreement. Unit pricing shown on Exhibit "B" shall be used as a guide in determining reasonable changes in monthly cost.

2) Additional work may be of the nature of, but not limited to:

- a. A request for a basic change in type of service rendered which would result in additional work to the Contractor;
- b. Some unforeseen circumstance which has resulted from conditions beyond the County's or Contractor's control and which would not properly be a condition of this Agreement;
- c. Entirely new equipment added to the scope of the work.

H. Trouble Calls. Call back service shall be furnished upon request at the Contractor's expense during regular working hours of the regular working days of the elevator trade. In the event a call back during overtime hours is required, the Contractor shall furnish all travel time, expenses, and time on the job. Contractor may bill the County for the bonus portion of labor for overtime hours, but only a maximum of one (1) hour travel time will be billed per overtime call back.

1) For all trouble calls that result in additional cost to the County, Contractor shall furnish the following:

- a. A time ticket showing date, time and duration of visit;
- b. A record of the problem reported and a description of the work performed along with any materials provided;
- c. The technician's name;
- d. Building and equipment identification.
- e. Name of County representative requesting the trouble call.

Billing submitted for trouble calls without this supporting documentation will be rejected.

- 2) In the event an elevator is shut down with trapped passengers, Contractor shall guarantee thirty (30) minutes response time during 8:00 a.m. to 5:00 p.m., Monday-Friday, and one (1) hour response time from 5:00 p.m. to 8:00 a.m. daily and on holidays.
- 3) In the event an elevator is shut down without trapped passengers, Contractor shall guarantee sixty (60) minutes response time during 8:00 a.m. to 5:00 p.m., Monday –Friday, and two (2) hours response time from 5:00 p.m. to 8:00 a.m. daily and on holidays.

3. SPECIAL CONDITIONS.

- A. The Contractor shall be responsible for the skills, methods and actions of the Contractor's employees. The Contractor shall instruct all employees that they are not required to respond to questions, suggestions or instructions from County employees other than representatives of the Director of Public Works.
- B. Supervision by County. Contractor shall perform the services herein provided under the supervision of and to the satisfaction of, the Director of Public Works of the County of San Mateo, or his duly authorized representatives. The Director of Public Works may make inspections at any time, or inspections on any of the areas serviced, report to the Contractor any findings and request from the Contractor additional work or services if required. The Contractor shall cooperate with the Representative authorized by the Director of Public Works to enable the Director of Public Works to determine the Contractor's conformity with these specifications and the adequacy of the work being performed.
- C. The Contractor shall contact the Department of Public Works, Facilities Maintenance and Operations, Telephone Number (650) 363-1875 (Gary Behrens, Facilities Maintenance Section), for further instructions and information relating to the work under this Agreement. The Contractor must have a staffed business office during normal work hours where the County can communicate requests. The Contractor must respond to all requests within a time period of eight (8) normal work hours (normal work hours are 8:00 A.M. to 5:00 P.M., Monday through Friday) and complete all requested work within 24 hours of notification by the County.
- D. Security of Premises. The security of the premises being serviced under this Agreement is paramount to the County and this Contractor shall insure through proper procedures while performing the work and by evidence of insurance policies that the Contractor and its employees are fully covered to the extent of personal injuries to themselves or others and damage to County property, both real and personal, and the Contractor shall be bonded to insure

recovery in the event of loss or misplacement of personal property and/or records. Insurance shall be in an amount satisfactory to the County and successful Contractor shall supply certificates of insurance and evidence of bonds.

E. Performance Guarantee:

- 1) If an elevator is out of service for longer than two (2) consecutive work days for a non-scheduled repair, the monthly maintenance cost of that unit will be credited to the next monthly billing. All repairs shall be pre-scheduled in writing.
- 2) If the Contractor does not respond in the time frames listed above under "Trouble Calls", the following month's billing will be credited in the amount of \$500 for each extended trouble call.
- 3) If during thirty (30) consecutive days, the County experiences three (3) call backs on the same unit for the same problem, the monthly maintenance cost of that unit will be credited to the next monthly billing.
- 4) No penalty shall be assessed under Section 3.E.1 or 3.E.2 if damage is caused by vandalism or any other cause except normal wear and tear.

F. County's Right to Survey Quality of Maintenance:

- 1) The County may elect to have specific elevators evaluated and tested in accordance with "Special Tests" and witnessed by a neutral party. The Contractor shall provide the necessary manpower, tools, instruments, test weights, etc. as required without additional cost to the County to conduct the test, with respect to each elevator covered by this Agreement, not more frequently than annually.
- 2) The County may retain the services of an independent elevator consultant to evaluate the elevator performance covered under this Agreement. These evaluations may be made on a yearly basis during the course of this Agreement.
- 3) The results of these evaluations will be issued by the elevator consultant to the County. If non-compliance items are included in the report, the County will issue a punch-list to the Contractor who shall correct those items within thirty (30) days of receipt of punch-list. If punch-list items are not corrected within thirty (30) days, the County may solicit competitive corrective bids to abate the non-compliance items. The costs of this

corrective action will be deducted from money owed to the Contractor under the terms of the Agreement.

4. SCOPE OF WORK.

- A.** The work to be performed by the Contractor under this Agreement shall consist of furnishing all material, labor, tools and equipment necessary to provide full preventative maintenance repair service on the equipment described in this Agreement.
- B.** Any work not specifically mentioned but which is needed to make the maintenance complete within the terms of this Agreement shall be performed without additional cost.
- C.** Contractor shall perform, coordinate and complete the requirements of the Agreement, in cooperation with any other contractors or trades then doing any work on the County's properties, promptly, diligently, and in a good workmanlike manner to the full and complete satisfaction and acceptance of the County. Contractor shall perform the requirements of the Agreement in a manner that will not impede or obstruct the ongoing operations of the County.
- D.** Contractor shall guarantee that a member of their supervisory personnel regularly engaged in inspection and supervision will visit each elevator covered by this Agreement at least semi-annually to observe the quality of maintenance meets the specified and intended standards called for by this Agreement. The Supervisor shall schedule each visit with the County's Representative responsible for that building so that the County Representative may accompany the Supervisor.
- E.** The Contractor warrants that they are capable of maintaining this equipment covered by this Agreement to its original design capabilities based on the equipment on the equipment condition as surveyed and all the technical information available at the time of award of this Agreement.
- F.** The Contractor shall provide routine servicing of equipment as frequently as indicated by Federal, State, County and municipal laws. Time expended on routine service, at a minimum, consist of examination, minor adjustment, cleaning and lubricating the equipment. All lubrication frequencies and types of lubricants will meet the manufacturer's specifications. Any repairs or replacement of equipment is to be considered as additional time beyond that required for routine service. (See Exclusions)

- G.** Contractor shall provide personnel necessary to accompany and assist the State Elevator Unit's representatives in the inspection of the County's elevators and escalators for issuance of operating permits.
- H.** At the County's reasonable request, the Contractor will provide a hall call traffic analysis report on any or all elevators covered by this Agreement. The Analyzer shall be capable of gathering and printing information about the elevator performance and group operation.
- I.** Firefighter Service Testing: Kone shall be obligated to perform or keep records of firefighter's service testing.

5. EXCLUSIONS.

- A.** The following work is excluded from the scope of this Agreement and is not the responsibility of the Contractor:
 - 1)** Power supply feeder wires up to the elevator controls, building mainline disconnect switches and building mainline fuses.
 - 2)** Repair or replacement of products of combustion detectors for fire recall.
 - 3)** Car enclosures finishes and overhead lamps for cab illumination; hoistway enclosures; hoistway door panels and frames.
 - 4)** Other items, caused by vandalism or negligence by persons other than the Contractor or the contractor's representatives and employees, excluding wear and tear. Contractor shall obtain the County's prior written approval to repair problems related to vandalism. Payment will not be made for any unauthorized work. For all vandalism and/or negligence related repairs that result in additional cost to the County, Contractor shall furnish the following:
 - a.** A time ticket showing date, time and labor expended for the repair;
 - b.** A description for the work performed along with any materials provided including material costs;
 - c.** The technician's name;

- d. Building and equipment identification;
 - e. Written authorization signed by the Director of Public Works or his designated Representative authorizing said repairs.
- 5) New attachments as may be recommended or directed by insurance companies or by federal, state, or municipal or other governmental authorities.
- 6) Buried cylinders and buried piping.
- 7) Escalators balustrades and decking.

6. CONDITIONS OF SERVICE

- A. Contractor shall maintain all Equipment in good operating condition in accordance with manufacturer's specifications; and should conditions warrant repair or replace the Equipment and/or any components of the equipment, including without limitation, the following:
 - 1) **Traction Elevators:**
 - a. Machine, drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings and component parts, gears, worms, thrusts.
 - b. Motor and motor generator, motor and generator windings, rotating element, commutator, brushes, brush holders and bearings.
 - c. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, computer monitors, keyboards, CRT's and lobby display panels, steel selector tape or cable and mechanical and electrical driving equipment.
 - d. Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws.
 - e. Deflector, car and counterweight sheaves, bearings, car and counterweight buffers, car and counterweight guide rails and brackets, hoistway top and bottom limit switches, governor tension sheave assembly and compensating sheave assembly.

- f.** Guide rails and their support brackets unless their failure is related to seismic activity or building settling.
- g.** Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices. Automatic power operator, car door hanger, car door contact, door protective devices.

For freight elevators with vertical lifting or collapsible car gates and bi-parting, vertical lifting doors or gates, the contractor shall keep all doors and gates in balance for easy operation and renew or replace retiring cams, replace worn astragals, door guides and pull straps.

- h.** Load-weighing equipment, car frame, safety mechanisms, platform, platform sub-flooring, elevator car and counterweight roller and/or slide guides, gibs or rollers, ventilation fans, emergency lighting systems, signal and operating fixtures, including lights, buzzers and gongs in all signal and operating fixtures.
- i.** Renew all wire ropes as often as is necessary to maintain an adequate factor of safety, equalize the tension on all hoisting ropes, repair or replace conductor cables and hoistway and machine room elevator wiring.
- j.** Shorten and re-shackle hoist cables if stretching of ropes makes this necessary.
- k.** Contractor shall check the condition and operation of all door protection devices on each car at every visit. If the existing units are inoperative, they shall be repaired within one business day. If, in the Contractor's opinion, the door protection devices are not maintainable, they shall be replaced at no cost to the County.
- l.** Seismic triggers and/or derailment devices; collision switches.
- m.** Fire related elevator controls.
- n.** Make corrections and respond to discrepancies identified by the local elevator enforcing authorities.

2) Hydraulic Elevators

- a.** Complete pumping plant, valves, exposed piping, fittings, piston (unless damaged by cylinder failure), packing, tank, heaters, and mufflers.

- b. If flexible hose and fitting assemblies are used, they shall be changed as required by ASME A 17.1 Code or sooner if necessary.
- c. Materials and services covered by traction elevators as applicable.
- d. Furnish all oils, lubricants, packing and other materials required.
- e. Contractor shall monitor system hydraulic fluid levels on a monthly basis and notify the County if hydraulic fluid is added to the tank due to an unaccountable loss of fluid. Contractor shall also make the County aware of the implication of possible underground leaking, and, with the County's approval, remove any unit from service when an underground leak is suspected. If applicable, contractor shall provide a proposal with complete description of the procedure for individual testing the integrity of the cylinder and underground to/from oil line.

3) Wheelchair Lifts, Platform Lifts and Dumbwaiters:

- a. Materials and services covered by Traction Elevators or Hydraulic Elevators as applicable.
- b. Contractor shall operate all wheelchair lifts on a bi-weekly basis to verify their proper function. Each bi-weekly test shall be recorded with the date and technician's initials in a log that shall be available for State and County inspections.

4) Escalators:

- a. Machine, brake, sprockets, gears, drive, handrail and step chains, chain and step rollers and bearings, comb plates, step treads, tracks, all bearings for sprockets, sheaves, newel wheels, contacts, coils, skirt switches, Novatex Boards, (if applicable), bull gears, handrail guides and guards.
- b. Materials and services covered by Traction Elevators as applicable.
- c. All light fixtures and lamps which are mounted on or in the escalator unit.

A. Routine Maintenance for Escalators

- 1) Daily – Examine running unit, check for handrail damage, check handrail drive clean and adjust as necessary, check operation of stop buttons, handrail inlet switches, key start switches, and upper and lower skirt switches, check trim, inner panels, skirts for loose fastenings, correct/replace as required, check for broken comb segments, step treads or risers, replace as required, apply skirt lubrication, check lower station movement, spring length, and chain switch.
- 2) Semi Monthly – Check and clean controller, check ring gear oil level (add as required), lubricate handrail drive chains, glass balustrade, and chain steps, clean upper and lower end pits.
- 3) Monthly – Check operation of upper and lower access cover, inspection, and pit switches, check gearbox oil, clean breather.
- 4) Quarterly – Service non-reversing device, clean inside of handrail, clean guide as required, check handrail speed sensor, check brake operation and adjust if required, check motor couplings and grommets, check missing step detector and comb impact-trip force.
- 5) Semi Annually – Lubricate upper station main bearings (4), lubricate handrail (drive) sheave bearings (if applicable), lubricate lower station bearings (2).
- 6) Annually – Adjust novatex boards, replace if required, check operation of broken step, out of level, and step up-thrust switches, change ring gear oil, clean lower end pans up through 30 degree area, clean pans and tracks of upper and lower truss, lubricate drive motor (maximum 5 pumps), change gear box oil, clean breather.

B. General: The Contractor shall maintain the original Agreement speed in feet per minute and the performance for elevators as indicated under “Basic Performance Requirements, Section 7.B.”

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

C. Basic Performance Requirements: Electric elevators shall be adjusted to meet the following basic performance standards and shall maintain these standards for the life of the Agreement.

1) Operating Characteristics:

- a.** Starting, acceleration, stopping and leveling shall be smooth and free from jars or bumps.
- b.** Full speed riding shall be without swaying or vibration.
- c.** Elevator and door operation shall be quiet.
- d.** Stop made upon operation of emergency stop switch shall be more rapid than a routine stop but not violent.
- e.** Door pressure shall be maintained below 30 pounds in closing.

2) Group Supervisory Systems: Group control systems shall operate at design criteria for the lifetime of the Agreement.

3) Individual Elevator Performances: Performance requirements shall be as follows:

- a.** Maintain accuracy leveling of +/- 3/8" for Traction Elevators and 1/2" for Hydraulic Elevators under all loading conditions.
- b.** Brake-To-Brake Times for Traction Elevators based on 13'-6" floor heights or less:
 - 7.5 - 8.0 Seconds Maximum for Geared Equipment.
 - 5.5 - 6.0 Seconds Maximum for Gearless Equipment.
- c.** Floor-to-Floor Times for hydraulic Elevators based on 13'-6" floor heights or less: 12.5 Seconds Maximum.
- d.** Door Open Times shall be no more than:

3'-0" Single Slide	2.2-2.5 Seconds
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3'-6" Center Opening	2.0-2.2
Seconds	

3'-6" Single Slide	2.8-3.0
Seconds	

3'-6" Two Speed Side Open	2.2-2.4
Seconds	

4'-0" Center Opening	2.4-2.6
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Seconds

4"-0" Two Speed Side Open 2.4-2.6

Seconds

- e. Door Standing Times:
 - Car Call: 3.0 Seconds
 - Hall Call: 5.0 Seconds
- f. Door Close Times: Minimum without exceeding kinetic energy and closing force allowed by Code.

D. Special Test

- 1) Elevators provided with fire service shall have their Phase I recall system (and Phase II operations, if applicable) tested by Contractor in accordance with applicable code requirements. Where monthly tests are required, Contractor shall provide such test and the results shall be recorded with date and technician's initials in a log available for State and County inspection. Tests will be performed after normal business hours or weekends or as determined by the owner.
- 2) Elevators with derailment devices, seismic switches or other special circuitries shall be checked at least once every year to make certain that these devices are operating correctly and as designed. County's Representative and the Contractor shall arrange for mutual acceptable dates to perform the tests. Emergency power operation will be tested by County and, if elevator system fails, Contractor shall make corrections and retest.
- 3) The Contractor shall periodically examine the car safety devices and governors and conduct an annual no load test and shall, during the term of this Agreement, or more often, if required by applicable law, ordinance or regulation, but no less than every five (5) years, perform one (1) full load, full speed test of the safety mechanism, over-speed governors, car and counter weight buffers. The car balance shall be checked electrically and the governor set. If required, the governor shall be recalibrated and sealed for proper tripping speed. These tests shall be witnessed by the County's Representative and a written report shall be furnished indicating the results of such test. All tests shall conform to the requirements of ASME A 17.1 and/or local code testing requirements.

- 4) Hydraulic elevators shall have a load test performed during the term of this Agreement or more often if required by applicable law, ordinance or regulation but no less than every five (5) years. It shall comply with the State of California's Elevator Safety Order No. 3017 (J). The report shall conform to the requirements of the State with the test witnessed by the County's Representative.
- 5) Contractor shall create a form for each car describing test and deliver a signed copy to the County's Representative after each test has been concluded. This form will also describe any malfunctions along with any corrective action taken.

E. Housekeeping

- 1) During the first three (3) months this Agreement is in effect, the Contractor shall thoroughly clean all elevator hoistways, pits, car tops, controller interiors including filters and machine rooms. In addition, during the same period of time, all car and hoistway door tracks, hangers, interlocks and closers shall be cleaned, lubricated and adjusted. Continuing cleaning must be on going and at the following minimum intervals or more frequently where conditions warrant.

Quarterly:	Car tops, pits, and machine rooms.
Semi-Annually:	Hoistways and door equipment.
- 2) The exterior of the machinery and any other parts of the Equipment subject to rust shall be properly painted and presentable at all times. The motor windings and controller coils shall be periodically treated with proper insulating compound. The Contractor shall keep the elevator machinery rooms clean.
- 3) All debris, including but not limited to: wiping rags, empty oil cans, trash from pits, etc. resulting from this work, shall be promptly removed by the Contractor.

4) Stock of Materials

- 1.) The Contractor shall keep in each elevator machine room an adequate supply of contacts, switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses, and other parts which are required for prompt replacement and repair, together with an adequate supply of lubricants and wiping rags. All supplies

should be stored in metal cabinets or shelves. Closed metal containers must be used for storage of oily rags. All necessary cabinets, shelves, and containers are to be provided and paid for by the Contractor and shall become the property of the County. All use, storage, and disposal of hazardous and/or waste materials of any type shall be in compliance with all Federal, State, Local and Cal/OSHA requirements.

- 2.)** In addition, the Contractor shall keep in the buildings where the elevators are located or in a warehouse within fifty (50) miles of the elevator locations or reasonably obtainable within 24 hours:

One set of motor brushes and holders for each type of motor and generator.

- a.** One door operator motor of each type used.
- b.** Hanger sheaves for car and hoistway doors.
- c.** Two complete door interlocks.
- d.** One set of generator bearings for each type of generator.
- e.** One set of brake linings for each type of break.
- f.** Parts for door protective devices.
- g.** Power supplies.
- h.** Coils, relays, motor brushes and all other parts as needed to assure prompt replacement in the event of the shutdown of any elevator.
- i.** SCR drive components.
- j.** One spare control board of each type installed.
- k.** Cylinder head packing and pump motor belts.

- 5)** Wiring Diagrams: A complete set of all wiring diagrams for the elevator systems covered under this Agreement shall be maintained in their respective machine rooms. All changes in circuitry made by the Contractor shall be properly recorded on the machine room copies of diagrams including the date of change and name of person making same. The wiring diagrams are the property of the County and are to remain in their respective machine room.

- 6)** Schedules and Records

- 1.) Contractor shall provide a work schedule for each machine room. A copy of each schedule shall be provided to the Facilities Customer Service Center.
- 2.) These work schedules shall be designed for each type of equipment to be serviced, such as geared elevators, hydraulic elevators, etc., and shall conform to the manufacturer's recommended practice for the particular equipment concerned. They shall show the kind and frequency of service and lubrication proposed by the Contractor for the duration of the Agreement. However, in no case shall the schedule be less than the minimum requirement on on-site routine servicing man-hours indicated in Exhibit "B."
- 3.) All inspections, lubrication, adjustments, tests, cleaning, routine repairing and other preventative maintenance activities shall be performed in accordance with schedules submitted by the Contractor.
- 4.) Schedules posted shall be the chart type, which shall be initialed by the serviceman when each scheduled inspection is performed.
- 5.) Contractor shall also maintain an accurate and complete log of all work performed in addition to routine service at each location. These logs shall include call back service describing the nature of all complaints and their resolution. The logs shall be kept in the equipment room at each location. In addition to the specified machine room log, Contractor's workmen or supervisor shall log in and out of each facility/building on each and every visit. This includes but is not limited to, routine maintenance, trouble calls, repairs and supervisor visits. These logs will remain the property of the County.
- 6.) For all Hydraulic Elevators, Contractor shall maintain an accurate and complete log of all additions of hydraulic fluid to the system. This log shall include an explanation for each fluid addition. The County is to be notified whenever there is an unaccounted fluid loss from the hydraulic system.

- 7.) At the County's request, Contractor shall deliver a copy of the callback and repair log for any elevator covered by this Agreement.
- 8.) All forms required for the above schedules, monthly work sheets, call back records and performance reports must be approved by the County.
- 9.) Contractor shall notify the Facilities Customer Service Center.

7) Personnel

- 1.) Contractor agrees that all services shall be performed by trained maintenance and repair personnel, directly employed and supervised by the Contractor. All work shall be performed by a mechanic who is, at a minimum, at the Journeyman level. Helper may not work alone but may assist the mechanic as needed. In the event that the County becomes dissatisfied with the performance of any person assigned to perform services under this Agreement, Contractor agrees, upon request from the County's Representative, to promptly assign other qualified personnel to perform these services.
- 2.) Contractor's service personnel shall wear uniforms which bear Contractor's name or other appropriate symbol which identifies them as employees of the Contractor and such uniforms shall be clean and in good condition. Contractor's personnel shall have available, photo identification that confirms their current employment with the Contractor.

8) Elevator Inventory, Location, and Frequency of Service.
See attached Exhibit "B."

EXHIBIT "B"

PROPOSED UNITS & EQUIPMENT PRICING:

Location Address	Elevator	Escalators	Other	Monthly Pricing
400 County Center, Redwood City, CA	7	2		\$3,154.00
455 County Center, Redwood City, CA	3			\$797.00
400 Middlefield Rd., Redwood City, CA	2			\$422.69
555 County Center, Redwood City, CA	3			\$654.00
330 Bradford St, Redwood City, CA	6			\$1,960.25
2415 University Ave., East Palo Alto, CA	1			\$209.54
1040 Old Mission Rd., South San Francisco, CA	1			\$209.54
32 Tower Road, San Mateo, CA	1			\$326.77
222 Paul Scannell Dr., San Mateo, CA	6			\$1,978.72
295 North Access Road., South San Francisco, CA	1			\$326.71

ELEVATORS:

- Ten (10) Traction-Geared Passenger Cars
- Twenty One (21) Hydraulic Passenger Cars
- Two (2) Escalators

PRICING:

KONE in consideration of **\$ 10,039.22 (Ten Thousand Thirty Nine and 22/100 Dollars)** payable by purchaser monthly in advance hereby agrees to furnish services herein described on the equipment within the agreement.

Term of this agreement shall be a 2-year term from accepted date, with an option to renew for 1 additional year. There will be a fixed 3% fixed increase on the annual escalation of this contract.

APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of California.

KONE full hourly rates for the County of San Mateo 2012

Billing Rates	Mechanic	Helper	Team
Straight Time	\$252.44	\$207.58	\$460.02
Overtime 1.5	\$378.61	\$308.98	\$687.59
Overtime 1.7	\$432.30	\$349.64	\$781.94
Overtime 2.0	\$432.30	\$349.64	\$781.94

Overtime Premium Portion Billing Rates

Billing Rates	Mechanic	Helper	Team
Overtime Premium 1.5	\$126.08	\$102.91	\$228.99
Overtime Premium 1.7	\$178.12	\$144.07	\$322.19
Overtime Premium 2.0	\$248.08	\$199.87	\$447.95