

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
ThyssenKrupp Elevator Corporation**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called  
"County," and ThyssenKrupp Elevator Corporation, 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 providing full service elevator maintenance and repair in County facilities.

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

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Exhibit C – Covered Equipment

**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. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed five hundred and eighteen thousand, one hundred and eighty-four dollars (\$518,184).

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 1, 2014, through November 30, 2017.

This Agreement may be terminated by Contractor, the Department of Public Works, or his/her designee at any time without a requirement of good cause upon ninety (90) 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 County and shall be promptly delivered to County. Upon termination, 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. County may deduct the cost for any required repairs to equipment in need of repair at the time of contract termination due to fair wear and tear from any payments due contractor.

#### **5. Availability of Funds**

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 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

#### **7. Hold Harmless**

7.1 **General Hold Harmless.** Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost.

It is further understood that Contractor's obligation to indemnify, defend, and hold harmless is limited to arising out of contractor's acts, actions, omissions, or neglects

and in no way includes the acts, actions, omissions, neglects, or bare allegations of other parties not under contractor's direct control. Any claim involving more than one party shall be handled so each party is responsible and liable for its share of the damages (and defense costs associated herewith) in proportion to its share of acts, actions, omissions, or neglect.

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

## 7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or

at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

#### **8. Assignability 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

#### **9. Insurance**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is 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 Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily

injury and property damage for each occurrence and shall not be 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. ....	Not Applicable

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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

The Contractor's insurance shall only cover the additional insured for claims arising from the contractor's acts, actions, omission or neglects, but not for its own or others acts, action, omissions, neglects, or allegations.

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, County, 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 and payment pursuant to this Agreement.

#### **10. Compliance With Laws**

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, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, 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 any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary

documentation of compliance.

**11. Non-Discrimination and Other Requirements**

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *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 upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, 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. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
- ☒ Contractor complies with Chapter 2.84 by:
    - ☒ offering the same benefits to its employees with spouses and its employees with domestic partners.
    - ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
  - ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
  - ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

G. *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 the following:

- 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; and/or
- 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 Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other 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 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.

#### **12. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

#### **13. Retention of Records, Right to Monitor and Audit**

(a) Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of 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 County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

#### **14. Merger Clause & Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

**15. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**16. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

**In the case of County, to:**

Name/Title: James C. Porter, Director of Public Works  
Address: 555 County Center, 5<sup>th</sup> Floor, Redwood City, CA  
94063  
Telephone: 650.599.1421  
Facsimile: 650.361.8220  
Email: jporter@smcgov.org

**In the case of Contractor, to:**

Name/Title: Chris Aissa  
Address: 520 Townsend St, 2<sup>nd</sup> Floor, San Francisco, CA  
94134  
Telephone: 415.544.8150  
Facsimile: 866.774.1395  
Email: Chris.Aissa@thyssenkrupp.com

**17. Electronic Signature**

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo  
County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

*Mysenkrupp Elevator Corp.*  
[Contractor Name Here]

*Bradley Kiehl*  
Contractor's Signature      Bradley Kiehl  
Contract Analyst

Date: 10/29/14

(Revised 7/1/13)

## **EXHIBIT A Services**

### **1. General**

#### **1.1 Bonds.**

**A.** Contractor shall furnish a Payment Bond, at the time of entering into the Agreement, with the Director of Public Works, 555 County Center, 5<sup>th</sup> Floor, Redwood City, California; it shall be in the form provided by county and 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 Payment Bond shall be in the amount of 40% of the contract not-to-exceed amount for each year of the three year term 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.

**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.** 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 Laws and Taxes.**

- A. 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.
- B. 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.

**2.5 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. 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.
- C. Prevailing Wage. The Contractor shall forfeit as penalty to the County, Twenty-five Dollars (\$50) 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.

- D. **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](http://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.
- E. **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.

## **2.6 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.

## **2.7 Terms and Conditions**

- A. 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.
- B. 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.
- C.** 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.
- D.** Removal of elevators from service shall be coordinated with and approved by the County's Representative.
- E. 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.

F. 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 technicians 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) 599-1875 (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 identified in Exhibit B to 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 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. Trouble Calls Response Times: In the event an elevator is shut down with trapped passengers, Contractor shall guarantee thirty (30) minutes response time during 8 a.m. to 5 p.m., Monday-Friday, and one (1) hour response time from 5 p.m. to 8 a.m. daily and on holidays.

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

- J. Performance Guarantee: 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.

If the Contractor does not respond in the time frames listed above in "Trouble Calls" (I), the following month's billing will be credited in the amount of \$500 for each extended trouble call.

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.

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.

- K. 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.
- d. Contractor will be on site during all state inspections.

**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

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

## 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.

#### F. 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:

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

**G. 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.

#### **H. 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.

I. 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.

**J. Elevator Inventory, Location, and Frequency of Service.**  
See attached Exhibit "B."

## EXHIBIT B Payment and Rates

In consideration of the services provided as described in Exhibit A, contractor shall be paid \$11,894 (eleven thousand eight hundred ninety-four dollars) monthly per the table below. Additionally, contractor shall invoice county for all work performed not covered in the standard monthly service in accordance with the terms of this agreement and at the labor rates indicated below.

### **EQUIPMENT PRICING:**

Location Address	Elevator	Escalators	Monthly Pricing
400 County Center, Redwood City, CA	7	2	\$4,203.00
455 County Center, Redwood City, CA	3		\$1,277.00
400 Middlefield Rd., Redwood City, CA	2		\$398.00
555 County Center, Redwood City, CA	3		\$1,245.00
330 Bradford St, Redwood City, CA	6		\$2,490.00
2415 University Ave., East Palo Alto, CA	1		\$199.00
1040 Old Mission Rd., South San Francisco, CA	1		\$240.00
32 Tower Road, San Mateo, CA	1		\$175.00
222 Paul Scannell Dr., San Mateo, CA	6		\$1,440.00
295 North Access Road., South San Francisco, CA	1		\$227.00
			\$11,894.00

### **Contractor full hourly rates for the County of San Mateo 2014-2017**

Billing Rates	When Applicable	Mechanic	Helper	Team
		see #2 or #3		see #2 or #3
Travel Time	For OT service calls	below	n/a	below
Straight Time	M-F 8:00am-5:00pm	\$298.00	\$140.00	\$538.00
Premium Rate 1	Scheduled OT			
	Maintenance	\$447.00	\$360.00	\$807.00
Premium Rate 2	M-Sat 5:01pm-7:59am	\$161.00	n/a	\$538.00
Premium Rate 3	Sundays & Holidays	\$298.00	n/a	\$538.00

Contractor shall price parts for work/repairs excluded from the basic scope of work at contractor's cost plus a maximum markup of 20%.

EXHIBIT C

SAN MATEO COUNTY - ELEVATOR INVENTORY w/Individual Monthly Cost

State #	Car #	Building	Address	Location	Name	Equipment	Service	Hours	Stops	Capacity	Speed	Age	Monthly Cost
50255	1	H01	400 County Center, Redwood City, CA 94063	South Lobby	n/a	Traction	Bi-monthly	1.5	8	3,000 lbs.	350 fpm.	1953	\$423
50254	2	H01	400 County Center, Redwood City, CA 94063	South Lobby	n/a	Traction	Bi-monthly	1.5	8	3,000 lbs.	350 fpm.	1953	\$423
50563	3	H01	400 County Center, Redwood City, CA 94063	Interior	Transportation	Traction	Bi-monthly	1.5	6	4,000 lbs.		1968	\$423
50564	4	H01	400 County Center, Redwood City, CA 94063	North Lobby	n/a	Traction	Bi-monthly	1.5	9	3,000 lbs.		1968	\$423
50565	5	H01	400 County Center, Redwood City, CA 94063	North Lobby	n/a	Traction	Bi-monthly	1.5	9	3,000 lbs.		1968	\$423
50566	6	H01	400 County Center, Redwood City, CA 94063	North Lobby	n/a	Traction	Bi-monthly	1.5	9	3,000 lbs.		1968	\$423
30953	7	H01	Redwood City, CA 94063	North End	Sheriff	Traction	Bi-monthly	1.5	4	3,500 lbs.		1968	\$423
50697	1	H01	400 County Center, Redwood City, CA 94063	Lobby	Escalator	Escalator	Weekly	1	2	n/a		1968	\$621
50698	2	H01	400 County Center, Redwood City, CA 94063	Lobby	Escalator	Escalator	Weekly	1	2	n/a		1968	\$621

38327	1	COB 1	435 County Center, Redwood City, CA 94063	Lobby	n/a	Traction	Bi-monthly	1	5	2,000 lbs.		1963	\$519
38338	2	COB 1	435 County Center, Redwood City, CA 94063	Lobby	Basement	Traction	Bi-monthly	1	6	2,000 lbs.		1963	\$519
38339	3	COB 1	435 County Center, Redwood City, CA 94063	Back of Building on Winslow	Loading Dock	Hydraulic	Bi-monthly	1	2	2,500 lbs.		1963	\$239

102749	2	Parking Structure	400 Middlefield Rd., Redwood City, CA 94063	West Side	n/a	Hydraulic	Monthly	1	6	3,500 lbs.		1993	\$199
102750	1	Parking Structure	400 Middlefield Rd., Redwood City, CA 94063	West Side	n/a	Hydraulic	Monthly	1	6	3,500 lbs.		1993	\$199

116327	1	COB 2	335 County Center, Redwood City, CA 94063	Lobby	Left	Traction	Bi-monthly	1.5	5	3,500 lbs.		1999	\$415
116328	2	COB 2	335 County Center, Redwood City, CA 94063	Employee		Traction	Bi-monthly	1.5	6	4,000 lbs.		1999	\$415
116103	3	COB 2	335 County Center, Redwood City, CA 94063	Lobby	Right	Traction	Bi-monthly	1.5	5	3,500 lbs.		1999	\$415

State #	Car #	Building	Address	Location	Name	Equipment	Service	Service Hours	Stops	Capacity	Speed	Age	Monthly Costs
102739	1	Maguire Jail	330 Bradford, Redwood City, CA 94063			Traction	Bi-monthly	1.5	7	4,000 lbs.		1994	\$415
102740	2	Maguire Jail	330 Bradford, Redwood City, CA 94063			Traction	Bi-monthly	1.5	7	4,000 lbs.		1994	\$415
102741	3	Maguire Jail	330 Bradford, Redwood City, CA 94063			Traction	Bi-monthly	1.5	7	4,000 lbs.		1994	\$415
102731	4	Maguire Jail	330 Bradford, Redwood City, CA 94063	Control Room		Traction	Bi-monthly	1.5	8	4,000 lbs.		1994	\$415
88235	5	Maguire Jail	330 Bradford, Redwood City, CA 94063	Old Maguire	West	Traction	Bi-monthly	1.5	4	4,000 lbs.		1989	\$415
88234	6	Maguire Jail	330 Bradford, Redwood City, CA 94063	Old Maguire	East	Traction	Bi-monthly	1.5	5	4,100 lbs.		1989	\$415

59582	1	EPA	2415 University Ave, Palo Alto, CA 94303	Lobby		Hydraulic	Monthly	1	3	2,500 lbs.		1974	\$199
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72090	2	North County Jail	1040 Old Mission Rd. So. San Francisco, CA 94080	Lobby	Lobby	Hydraulic	Monthly	1	2	1,500 lbs.		1972	\$240
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135975	1	Household Hazardous Waste	32 Tower Rd. San Mateo, CA 94402	Warehouse			Monthly	1	2			2004	\$175
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138406	1	Youth Service Center (YSC)	222 Paul Scannell Dr. San Mateo, CA 94402	Lobby	Public	Hydraulic	Bi-monthly	1.5	2	3,500 lbs.		2007	\$240
138407	2	Youth Service Center (YSC)	222 Paul Scannell Dr. San Mateo, CA 94402	Lobby	Public	Hydraulic	Bi-monthly	1.5	2	3,500 lbs.		2007	\$240
138408	3	Youth Service Center (YSC)	222 Paul Scannell Dr. San Mateo, CA 94402	Admin	Youth	Hydraulic	Bi-monthly	1.5	2	3,500 lbs.		2007	\$240
138409	4	Youth Service Center (YSC)	222 Paul Scannell Dr. San Mateo, CA 94402	North End	Judge	Hydraulic	Bi-monthly	1.5	3	5,000 lbs.		2007	\$240
138410	5	Youth Service Center (YSC)	222 Paul Scannell Dr. San Mateo, CA 94402	North End	Police/Inmate	Hydraulic	Bi-monthly	1.5	3	5,000 lbs.		2007	\$240

138411	6	Youth Service Center (YSC)	122 Paul Sarned Dr. San Mateo, CA 94402	South End	Staff	Hydraulic	Bi-monthly	1.5	3	3,500 lbs.	2007	\$240
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145167	1	Safe Harbor	295 North Access Road So. San Francisco, CA 94080	Lobby		Hydraulic	Monthly	1	2			\$227
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