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A G R E E M E N T

THIS AGREEMENT is made and entered into this 21st day of January, 2020, by and between COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY"), and ThyssenKrupp Elevator Corporation, a Delaware corporation, whose address is 3100 Interstate N Circle SE, Atlanta, GA 30339, ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY owns a variety of multistory buildings with elevators that require servicing, maintenance, and other repairs;

WHEREAS, CONTRACTOR is engaged in the business of servicing and repairing elevators and other vertical transportation Equipment;

WHEREAS, National Cooperative Purchasing Alliance (NCPA) issued a Request for Proposal in June 2016, and awarded Contract No. 02-43 to CONTRACTOR; and

WHEREAS, COUNTY's Purchasing Manual allows for COUNTY to utilize contracts that have been competitively bid by other agencies, including NCPA.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

- 1. OBLIGATIONS OF CONTRACTOR
 - A. Performance

CONTRACTOR will provide the services and/or scope of work applicable to all vertical transportation Equipment described in this Agreement (the "Equipment") as described in Exhibit A, attached and incorporated by this reference on the terms and conditions set forth in this Agreement. The details regarding the services and the scope of work CONTRACTOR shall provide to COUNTY under this Agreement, (the "Services") are described in Exhibit B, which is attached and incorporated by this reference. The term "Property" herein will refer to the real property of COUNTY on which the Equipment is located. CONTRACTOR will use trained personnel directly employed and supervised by CONTRACTOR or sub-contractors. They will be qualified to keep COUNTY's Equipment

1 properly adjusted, and they will use all reasonable care to maintain that Equipment in
2 proper operating condition. CONTRACTOR will regularly and systematically examine,
3 adjust and lubricate as required, and, in CONTRACTOR's sole opinion, if conditions
4 warrant, CONTRACTOR will repair or replace all Equipment parts and devices not
5 specifically excluded by this Agreement.

6 The Services shall be performed in a diligent and first-class manner, with quality
7 supplies, materials, equipment and workmanship, and in such a manner as to minimize
8 the possibility of any annoyance, interference, or disruption to tenants or other occupants
9 of the Property and their invitees. Upon completion of the Services, CONTRACTOR shall
10 restore the Property to its original condition, shall remove from the Property any waste
11 materials resulting from the Services, and shall leave the Property clean and free of all
12 tools, equipment, waste materials and rubbish.

13 CONTRACTOR will service COUNTY's Equipment and its component parts in
14 their present condition with the understanding that CONTRACTOR shall neither be
15 required nor obligated to service, make renewals or repairs upon the Equipment by
16 reason of negligence, obsolescence, misuse of the Equipment, loss of power, blown
17 fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water
18 damage, storm, lightning, nuisance calls or by any other reason or any other cause
19 beyond CONTRACTOR's control, except ordinary wear and tear from the
20 commencement date of this Agreement. With the passage of time, Equipment technology
21 and designs will change. If any part or component of any Equipment described in a NFA
22 cannot, in CONTRACTOR's sole opinion, be safely repaired, and is no longer stocked
23 and readily available from either the original Equipment manufacturer or an aftermarket
24 source, that part or component shall be considered obsolete. COUNTY will be
25 responsible for all charges associated with replacing that obsolete part or component, as
26 well as all charges required to ensure that the remainder of the Equipment is functionally
27 compatible with that replacement part or component. In addition, CONTRACTOR will not
28 be required to make any changes or recommendations in the existing design or function

1 of the unit(s), nor will CONTRACTOR be obligated to install new attachments or parts
2 upon the Equipment as recommended or directed by insurance companies,
3 governmental agencies or authorities, or any other third party. Any work not specifically
4 covered under this Agreement shall be at COUNTY's sole expense.

5 CONTRACTOR may propose changes to the Services by informing the COUNTY
6 in writing. To be binding, such changes must be approved by authorized representatives
7 of both parties in writing. The parties may also, at any time, agree to add new Services at
8 agreed prices to be covered by this Agreement. To be binding, such additions must be
9 approved by corresponding authorized representatives of both parties in writing. At that
10 time this Agreement would be amended by mutual written agreement of both parties. The
11 Director of Internal Services/Chief Information Officer or his/her designee may approve
12 these amendments to Exhibit A or Exhibit B, provided the Agreement payment limit would
13 not be able to be amended in this manner by the Director of Internal Services/Chief
14 Information Officer.

15 B. Pledge of Satisfaction

16 1) In the event that COUNTY elects to undertake an audit of the service
17 provided under this Agreement, COUNTY shall notify CONTRACTOR in writing of
18 such audit at least ten (10) business days in advance. If any non-compliance is
19 identified in writing to the CONTRACTOR at the address set forth in this
20 Agreement, whether pursuant to an audit or under any other circumstances,
21 CONTRACTOR shall remedy such non-compliance within thirty (30) days
22 thereafter.

23 2) COUNTY and CONTRACTOR shall appoint appropriate personnel to meet
24 regularly at local and global levels, and at such intervals as is deemed necessary to
25 enable the parties to discuss and review the performance of both parties of their
26 respective obligations under this Agreement. The reviews will take place in order to:

- 27 a. Monitor the effectiveness and efficiency with which this
28 Agreement is being implemented;

- b. Agree to mutual objectives and timescales;
- c. Assess the overall performance of this Agreement by each party;
- d. Review business implications, targets and risks;
- e. Review whether this Agreement is being conducted in the spirit it was intended; and
- f. Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

C. By Highly Trained Service Provider Professionals

CONTRACTOR employs and supervises elevator technicians who are among the most trusted in the industry, and who will provide all maintenance courteously and dependably. CONTRACTOR's elevator technicians receive ongoing training in general equipment development, as well as advancements made to COUNTY's specific Equipment.

D. Assurance of CONTRACTOR's Standard of Quality

To help increase elevator performance and decrease downtime, CONTRACTOR's technicians utilize the latest industry methods and technology available to CONTRACTOR for COUNTY's specific brand of Equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot COUNTY's unique system. Behind CONTRACTOR's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. CONTRACTOR's International Technical Support facility in Texas continuously researches advancements in the industry and in COUNTY's Equipment.

E. Excusable Delays

CONTRACTOR shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any location requirement if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the

1 outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood, or (v) and strike, lock-out
2 or other industrial action which is beyond CONTRACTOR's control.

3 2. OBLIGATIONS OF COUNTY

4 A. Product Information: COUNTY agrees to provide CONTRACTOR with current
5 wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for
6 the Equipment covered by this Agreement. COUNTY agrees to authorize CONTRACTOR
7 to produce single copies of any programmable device(s) used in the Equipment for the
8 purpose of archival back up of the software embodied therein. These items will remain
9 COUNTY's property.

10 B. Safety: COUNTY agrees to instruct or warn passengers in the proper use of the
11 Equipment, and to keep the Equipment under continued surveillance by competent
12 personnel to detect irregularities between elevator examinations. COUNTY agrees to
13 report immediately any condition that may indicate the need for correction before the next
14 regular examination. COUNTY agrees to shut down the Equipment immediately upon
15 manifestation of any irregularities in operation or appearance of the Equipment, notifying
16 CONTRACTOR at the address and phone number listed on any fully executed
17 Agreement at once, and written notice within ten (10) days after any occurrence or
18 accident in or about the elevator. To the extent that it is practically possible, COUNTY
19 agrees to provide CONTRACTOR's personnel a safe place in which to work.

20 CONTRACTOR reserves the right to discontinue work in the building whenever, in
21 CONTRACTOR's sole opinion, CONTRACTOR's personnel do not have a safe place in
22 which to work. COUNTY agrees to provide a suitable machine room including secured
23 doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature
24 of 50°F minimum to 90°F maximum. COUNTY also agrees to maintain the elevator pit in
25 a dry condition at all times. Should water or other liquids become present, COUNTY shall
26 ensure the removal and the proper handling of such liquids.

27 C. Other: COUNTY agrees not to permit others to make alterations, additions,
28 adjustment, or repairs or replace any component or part of Equipment during the term of

1 any fully executed Agreement. COUNTY agrees to accept CONTRACTOR's judgment
2 as to the means and methods to be employed for any corrective work under this
3 agreement. In the event of the sale, lease or other transfer of the elevator(s) or
4 Equipment described in any fully executed Agreement, or the premises in which they are
5 located, COUNTY agrees to see that such successor is made aware of that Agreement,
6 and assumes and agrees to be bound by the terms of those documents for the balance of
7 the Agreement, and subject to termination herein provided, or otherwise be liable for the
8 full unpaid balance due for the full unexpired term of the Agreement.

9 D. Items Not Covered: CONTRACTOR does not cover cosmetic, construction, or
10 ancillary components of the elevator system, including the finishing, repairing or
11 replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door
12 panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs
13 and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator
14 jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire
15 sensors, fire service reports, intercommunication devices, security systems not installed
16 by CONTRACTOR, batteries for emergency lighting and lowering, air conditioners,
17 heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

18 E. Exclusivity: This Agreement is an exclusive frame agreement, which means that
19 COUNTY only undertakes to buy the Services, or parts thereof, in regards to the
20 Equipment at COUNTY locations specified in Exhibit A of this Agreement, from
21 CONTRACTOR from the date that this Agreement is fully executed, until termination of
22 this Agreement.

23 3. TERM

24 The term of this Agreement shall be for a period of three (3) years, commencing on January 21,
25 2020, through and including January 20, 2023. This Agreement may be extended for two (2) additional
26 consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days
27 prior to the first day of the next twelve (12) month extension period. The Director of Internal Services/Chief
28 Information Officer or his or her designee is authorized to execute such written approval on behalf of

1 COUNTY based on CONTRACTOR'S satisfactory performance.

2 The term (length of contract) of maintenance agreements (such as this Agreement) signed under
3 the NCPA Contract may exceed the term of the NCPA Agreement. The terms and conditions of the NCPA
4 Agreement in effect at the date this Agreement is signed will remain in effect for the duration of this
5 Agreement.

6 4. TERMINATION

7 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
8 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
9 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
10 terminated, at any time by giving CONTRACTOR thirty (30) days advance written notice.

11 B. Breach of Contract - COUNTY may immediately suspend or terminate this
12 Agreement in whole or in part, where in the determination of COUNTY there is:

- 13 1) An illegal or improper use of funds;
- 14 2) A failure to comply with any term of this Agreement;
- 15 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 16 4) Improperly performed service.

17 In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this
18 Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such payment
19 impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall
20 have the right to demand of CONTRACTOR the repayment to COUNTY of any funds disbursed to
21 CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in
22 accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon
23 demand.

24 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and

25 CONTRACTOR agrees to receive monthly compensation for elevator maintenance as described in Exhibit
26 A. In no event shall the compensation paid for these maintenance services for the total initial three-year
27 term of this Agreement exceed \$1,200,000. Upon the execution of the first one-year extension, the
28 compensation paid for these services shall not exceed \$1,600,000. Upon the execution of the second one-

1 year extension, the compensation paid for these services shall not exceed \$2,000,000. Additionally, County
2 agrees to pay CONTRACTOR for elevator upgrades and repairs at the labor rates as described in Exhibit
3 A. These upgrades and repairs must be approved in writing by the Director of Internal Services/Chief
4 Information Officer or his/her designee. In no event shall compensation paid for these upgrades and repairs
5 for the total possible five-year term of this Agreement exceed \$3,500,000.

6 CONTRACTOR shall submit monthly invoices in triplicate to COUNTY of Fresno Internal Services
7 Department at ISDBusinessOffice@FresnoCountyCA.gov.

8 In no event shall compensation paid for services performed under this Agreement exceed
9 \$5,500,000.00 during the term of this Agreement. It is understood that all expenses incidental to
10 CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

11 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
12 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
13 CONTRACTOR, including any and all of CONTRACTOR'S officers, agents, and employees will at all times
14 be acting and performing as an independent contractor, and shall act in an independent capacity and not as
15 an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore,
16 COUNTY shall have no right to control or supervise or direct the manner or method by which
17 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
18 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
19 terms and conditions thereof.

20 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
21 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

22 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
23 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
24 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
25 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
26 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
27 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
28 CONTRACTOR may be providing services to others unrelated to COUNTY or to this Agreement.

1 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
2 written consent of all the parties without, in any way, affecting the remainder.

3 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement
4 nor their rights or duties under this Agreement without the prior written consent of the other party.

5 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
6 COUNTY'S request, defend COUNTY, its officers, agents, and employees from any and all costs and
7 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
8 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
9 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
10 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
11 or corporation who may be injured or damaged by the performance, or failure to perform, of
12 CONTRACTOR, its officers, agents, or employees under this Agreement. No party to this Agreement shall
13 be liable for consequential damages.

14 The provisions of this Section 9 shall survive termination of this Agreement.

15 10. INSURANCE

16 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any third parties,
17 CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies
18 or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint
19 Powers Agreement (JPA) throughout the term of the Agreement:

20 A. Commercial General Liability

21 Commercial General Liability Insurance with limits of not less than Two Million Dollars
22 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
23 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
24 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
25 liability or any other liability insurance deemed necessary because of the nature of this contract.

26 B. Automobile Liability

27 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
28 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto

1 used in connection with this Agreement.

2 C. Worker's Compensation

3 A policy of Worker's Compensation insurance as may be required by the California Labor Code.

4 Additional Requirements Relating to Insurance

5 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
6 COUNTY of Fresno, its officers, agents, and employees, individually and collectively, as additional insured,
7 but only insofar as the operations under this Agreement are concerned. Such coverage for additional
8 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by
9 COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
10 provided under CONTRACTOR's policies herein. Further, the additional insured coverage shall only apply
11 to the extent any damages covered by the policy are determined to be caused by CONTRACTOR'S acts,
12 actions, omissions or neglects, and in no way to include the acts, actions, omissions or neglects of an
13 additional insured party. This insurance shall not be cancelled or changed without a minimum of thirty (30)
14 days advance written notice given to COUNTY.

15 To the extent any claim is caused by CONTRACTOR'S negligence, CONTRACTOR hereby waives
16 its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of
17 worker's compensation insurance required by this Agreement. CONTRACTOR is solely responsible to
18 obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation,
19 but CONTRACTOR's waiver of subrogation under this paragraph is effective whether or not
20 CONTRACTOR obtains such an endorsement.

21 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
22 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
23 foregoing policies, as required herein, to COUNTY of Fresno, (Name and Address of the official who will
24 administer this contract), stating that such insurance coverage have been obtained and are in full force; that
25 COUNTY of Fresno, its officers, agents and employees will not be responsible for any premiums on the
26 policies; that for such worker's compensation insurance CONTRACTOR has waived its right to recover
27 from COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that
28 waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names

1 COUNTY of Fresno, its officers, agents and employees, individually and collectively, as additional insured,
2 but only insofar as the operations under this Agreement are concerned; that such coverage for additional
3 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by
4 COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
5 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
6 without a minimum of thirty (30) days advance, written notice given to COUNTY.

7 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
8 provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement
9 upon the occurrence of such event.

10 All policies shall be issued by admitted insurers licensed to do business in the State of California,
11 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
12 FSC VII or better.

13 11. AUDITS AND INSPECTIONS: CONTRACTOR shall at any time during business hours,
14 and as often as COUNTY may deem necessary, make available to COUNTY for examination all of its
15 records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, upon
16 request by COUNTY, permit COUNTY to audit and inspect all of such records and data necessary to
17 ensure CONTRACTOR'S compliance with the terms of this Agreement.

18 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
19 the examination and audit of the California State Auditor for a period of three (3) years after final payment
20 under contract (Government Code Section 8546.7).

21 12. NOTICES: The persons and their addresses having authority to give and receive notices
22 under this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	ThyssenKrupp Elevator Corporation
Director of Internal Services/CIO	3100 Interstate N Circle, Suite 500
333 W. Pontiac Way	Atlanta GA, 30339
Clovis, CA 93612	Attn: National Accounts – Sales Coordinator

26 All notices between COUNTY and CONTRACTOR provided for or permitted under this Agreement
27 must be in writing and delivered either by personal service, by first-class United States mail, by an overnight
28 commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service

1 is effective upon service to the recipient. A notice delivered by first-class United States mail is effective
2 three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the
3 recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business
4 day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery
5 instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic
6 facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed
7 outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next
8 beginning of a COUNTY business day), provided that the sender maintains a machine record of the
9 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
10 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
11 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
12 beginning with section 810).

13 13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
14 only be in Fresno County, California.

15 The rights and obligations of the parties and all interpretation and performance of this Agreement
16 shall be governed in all respects by the laws of the State of California.

17 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

18 This provision is only applicable if CONTRACTOR is operating as a corporation (a for-profit or
19 non-profit corporation) or if during the term of the agreement, CONTRACTOR changes its status to
20 operate as a corporation.

21 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that
22 they are a party to while CONTRACTOR is providing goods or performing services under this
23 agreement. A self-dealing transaction shall mean a transaction to which CONTRACTOR is a party and
24 in which one or more of its directors has a material financial interest. Members of the Board of Directors
25 shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-
26 Dealing Transaction Disclosure Form, attached hereto as Exhibit C and incorporated herein by
27 reference, and submitting it to COUNTY prior to commencing with the self-dealing transaction or
28 immediately thereafter.

1 15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between
2 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
3 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
4 understanding of any nature whatsoever unless expressly included in this Agreement. *In the event of any*
5 *inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be*
6 *resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding*
7 *Attachment "1"; (2) Attachment "1".*

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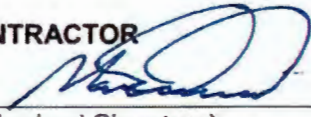
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

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CONTRACTOR



(Authorized Signature)
Mark Hintz
VP Contracts

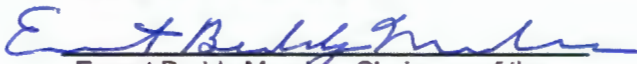
Print Name & Title

3100 Interstate N. Cir SE #500

Atlanta, GA 30339

Mailing Address

COUNTY OF FRESNO



Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of
Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Susan Bishop
Deputy

FOR ACCOUNTING USE ONLY:

Fund: 1045

Subclass: 10000

ORG: 8935

Account: 7205

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Exhibit "A" Property list/Location Contract Type and Price

NCPA Vendor Registered Quotation Number (RQN) : 2019-0759327889

Location Name: Fresno County
Location Address: 333 W Pontiac Way
Clovis, CA 93612

Effective: 1.21.20 – 1.20.25
Unit Count: 45

Contract Type: Platinum Premiere
Contract Price after NCPA Discount \$30,555
Billing Frequency: Monthly

Special Billable Labor Rates:

MECH HOURLY RATES	MECH OVERTIME	MECH DT
YR 1 - 295.00	501.5	590
YR 2 - 310.00	527	620
YR 3 - 325.50	553	650
YR 4 - 342.00	581	684
YR 5 - 359.00	610	718

Equipment List

BLDG	ADDRESS	TYPE	NICKNAME	Final Price After NCPA Discount
CROCKER	2135 FRESNO ST	PASS	1	\$495
CROCKER	2135 FRESNO ST	PASS	2	\$495
N JAIL	1265 M ST	PASS	1	\$495
N JAIL	1265 M ST	PASS	2	\$495
N JAIL	1265 M ST	PASS	3	\$495
N JAIL	1265 M ST	PASS	4 VISITOR	\$495
N JAIL	1265 M ST	PASS	5	\$350
MAIN JAIL	1225 M ST	PASS	1	\$1,085
MAIN JAIL	1225 M ST	PASS	2	\$1,085
MAIN JAIL	1225 M ST	PASS	3	\$1,085
MAIN JAIL	1225 M ST	PASS	4 VISITOR	\$1,085
SOUTH ANNEX	2204 FRESNO ST	PASS	KITCHEN 1	\$350
SOUTH ANNEX	2204 FRESNO ST	PASS	KITCHEN 2	\$350
SOUTH ANNEX	2204 FRESNO ST	PASS	4	\$395
SOUTH ANNEX	2204 FRESNO ST	PASS	5	\$350
SOUTH ANNEX	2204 FRESNO ST	PASS	1	\$1,085
SOUTH ANNEX	2204 FRESNO ST	PASS	2	\$1,085
SHERIFF ADMIN	2200 FRESNO ST	PASS	1	\$999
SHERIFF ADMIN	2200 FRESNO ST	PASS	2	\$999
PLAZA BLD	2220 TULARE	PASS	PE 1	\$1,250
PLAZA BLD	2220 TULARE	PASS	PE 2	\$1,250
PLAZA BLD	2220 TULARE	PASS	PE 3 SERVICE	\$1,250
PLAZA BLD	2220 TULARE	PASS	PE 4	\$1,250
PLAZA BLD	2220 TULARE	PASS	PE 5	\$1,250
PLAZA BLD	2220 TULARE	PASS	KITCHEN 6	\$350
PLAZA BLD	2220 TULARE	PASS	PE 7	\$350
PLAZA BLD	2220 TULARE	PASS	PARKING 8	\$350
PLAZA BLD	2220 TULARE	PASS	PLAZA WCL	\$60
HALL OF RECORDS	2281 TULARE	PASS	PE 1	\$999
HALL OF RECORDS	2281 TULARE	PASS	PE 2	\$999
LIBRARY	2420 MARIPOSA ST	PASS	PE 1	\$999
LIBRARY	2420 MARIPOSA ST	FRIEGHT	FREIGHT	\$999
LIBRARY	2420 MARIPOSA ST	DUMBWAITER	DUMBWAITER	\$80
WELFARE DEPT 311	4455 KINGS	PASS	PE 1	\$350
WELFARE DEPT 311	4455 KINGS	DUMBWAITER	DUMBWAITER	\$80
WELFARE DEPT 313	4449 KINGS	PASS	PE 1	\$250
WELFARE DEPT 313	4449 KINGS	PASS	SERVICE	\$675

1	HEALTH DEPT	1221 FULTON MALL	PASS	PE 1	\$999
2	HEALTH DEPT	1221 FULTON MALL	PASS	PE 2	\$999
3	HEALTH DEPT	1221 FULTON MALL	PASS	PE 3 SERVICE	\$999
4	MERCER	1221 FULTON MALL	PASS	PE 1	\$999
5	HAWC BLDG	1925 E DAKOTA	PASS	PE 1	\$315
6	LATON LIBRARY	6313 E DE WOODY ST	WCL	WCL	\$60
7	LAW LIBRARY	1100 VAN NESS	WCL	WCL	\$60
8	KEARNEY PARK	6752 W KEARNEY	WCL	WCL	\$60
9	Total				\$30,555

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1 **Exhibit B**

2 **SCOPE OF WORK**

3 The Scope of Work includes:

- 4 • Full Maintenance Program - Fixed Price
- 5 • Limited Service Maintenance Program for Designated Equipment – Fixed Price
- 6 • Extra Services

7

8 I. SERVICE CATEGORIES

9 A. Full-Service Maintenance Program – Fixed Price

10 CONTRACTOR shall furnish all labor, material, supplies, services and equipment necessary for
11 FULL-SERVICE MAINTENANCE service for elevators, dumbwaiters, and special lifting devices for
12 COUNTY. The extent of service shall include qualified labor, supervision, all parts, tools, equipment, and
13 cleaning, transportation (when and where required) and establishment and maintenance of records.
14 Maintenance records shall include repair work performed and parts/materials used. All work performed
15 shall be patterned after accepted commercial practices for routine elevator maintenance. All services and
16 maintenance work shall be approved by COUNTY prior to the work being performed. Any work not
17 specifically mentioned, but which is needed to make the work complete within the intent of these
18 specifications, shall be performed without additional cost.

19 CONTRACTOR shall use trained journeyman-level mechanics and helpers directly employed and
20 supervised by CONTRACTOR. Such employees shall be qualified to keep the Equipment properly
21 adjusted, and CONTRACTOR will use all reasonable care to maintain the equipment in proper and safe
22 operating condition, and to extend the life of the Equipment.

23 Unless specifically exempted, CONTRACTOR is totally responsible for entire Elevator systems in
24 the buildings.

25 The primary objectives are to:

- 26 • Make the necessary number of inspections required to maintain all elevators in first-class
27 operating condition at all times.
- 28 • Ensure the safe, reliable, and continued operations of all COUNTY elevator Equipment

- 1 • Prevent breakdowns due to worn parts
- 2 • Maintain elevators above the point where deterioration begins

3
4 CONTRACTOR's fixed price is for full-service maintenance work on the elevators, to include all per-
5 diem expenses, testing, adjustments, repairs, lubrication, travel, mileage, etc. Some tasks only apply to
6 specific types of elevator Equipment. For example, references to inspecting hydraulic fluid would apply to
7 hydraulic elevators, but not traction elevators.

8
9 Full-Service Maintenance shall consist of the following work:

10 1. Inspections, Cleaning, Lubricating, and Adjustments

11 Make the necessary number of inspections required to maintain all elevators in first-class operating
12 condition at all times. The CONTRACTOR is required to provide any necessary service visits to maintain
13 Equipment in accordance with these specifications.

14 Inspections shall include regular and systematic examination, adjustment, cleaning and lubrication.
15 All lubricants, cleaning materials, paint, rags and other related items shall be supplied by CONTRACTOR.
16 All necessary gear oil and hydraulic fluids shall be of proper grade for the purpose used. Hydraulic fluid
17 reservoirs will be kept filled to within four (4) inches of the top. Worm gear lubricant shall be replaced
18 annually. CONTRACTOR shall notify COUNTY immediately of any condition which needs correction
19 between regular inspection visits.

20 CONTRACTOR shall furnish lubricants compounded to the manufacturer's rigid specifications.
21 CONTRACTOR shall change filters, when and where applicable.

22
23 2. CONTRACTOR shall supply, clean, repair, and replace all parts as required by wear and tear.

24 Only parts correctly designed and suitable in all respects shall be used. Only new parts that are
25 correctly designed and suitable in all respects shall be used, unless authorized in writing by the COUNTY.

26 If, in the opinion of COUNTY, an unreasonable amount of time is consumed in restoring normal
27 service because of parts procurement, payment for the month in which service is requested may be
28 cancelled.

1 CONTRACTOR shall provide a locally-available supply of spare parts adequate for said repair
2 and/or services within a reasonable time. If, in the opinion of COUNTY, the lack of available parts causes
3 extended down time (24 hours or more), and parts are available from other local sources, COUNTY may, at
4 its option, instruct CONTRACTOR to purchase the necessary parts locally at no additional cost to
5 COUNTY.

6 The following list is representative of parts to be maintained in stock by CONTRACTOR. This list
7 may not be complete or exhaustive. Other Equipment parts and components which are present in the
8 elevators and related systems, but are not listed here, are also included. The following list also includes
9 services required to be performed by CONTRACTOR:

- 10 • Auxiliary/Accessory Equipment, including all auxiliary/accessory elevator equipment
11 installed prior to commencement of this Agreement, unless noted in the exclusions section.
12 Examples include handicap and earthquake devices.
- 13 • Car, including power door operator, door, door protective devices, car fan, car door hangers,
14 car door contact, load weighing equipment, leveling device and cams, car safety devices,
15 car guide shoes and car sub flooring, car top operating switches, circulating fans, hoist way
16 access switches, car top emergency exits, emergency alarm bells, mechanical/electrical
17 communication, safety mechanisms, sound or special equipment, ventilation system.
- 18 • Controller, including relays, resistors, contacts, coils, leads, transformers, control rectifiers,
19 reactors, filters, heat sinks, amp traps, transducers, fuses, timing devices and solid-state
20 components.
- 21 • Dispatching equipment, including relays, resistors, contacts, coils, leads, fuses,
22 transformers, timing devices, solid state components and car and operation stations.
- 23 • Exterior of machinery, motors, controls and all other parts shall be cleaned, properly
24 painted, and presentable at all times.
- 25 • Elevator Machine Rooms - CONTRACTOR shall maintain in the elevator machine room, all
26 elevator maintenance records in accordance with the requirements of ASME A17.1, 2004,
27 Item 8.6.1.4.
- 28 • Fixtures: car and hall button stations, master indicator control panels, all signal fixtures

1 including contacts, buttons, key switches and locks, lamps and sockets.

2 Selector lamps and buttons shall be checked and replaced as needed on every service visit.

3 Chipped or discolored push-buttons or indicators will also be changed.

- 4 • Governor: including sheave, bearings, shafts contacts and governor jaws.
- 5 • Guide Rails: CONTRACTOR shall keep guide rails clean and properly lubricated, except
6 that when roller type guides are involved, no rail lubrication shall be used. When necessary,
7 CONTRACTOR shall renew guide shoe gibs or rollers when worn/cracked, or as required to
8 ensure smooth and quiet operations. All oil reservoirs shall be kept properly sealed to
9 prevent leakage. Hoist ways, sill angles, I-beams, rail brackets, car tops and pit areas shall
10 be kept free of lint, dust and debris at all times.
- 11 • Hoist way: including deflector sheave, secondary sheaves, buffers, governor tension
12 assemblies, guide rails, limit switches, door interlocks, compensating sheave assemblies,
13 compensating chain or cables, traveling cables, hoist way and machine room wiring, hoist
14 way door interlocks, hoist way door hangers and gibs and auxiliary closer.
- 15 • Hoist way entrance door: Sill areas beyond the entrance frame opening must be cleaned at
16 each service visit.
- 17 • Hoisting Ropes: CONTRACTOR shall examine and equalize tension of all hoisting ropes.
18 CONTRACTOR shall renew all hoisting and governor ropes when worn or rusted to ensure
19 an adequate factor of safety. Also, repair and/or replace all electrical wiring and conductors
20 extending to the equipment from main line switches in machinery rooms and outlets in hoist
21 ways.
- 22 • Hydraulic Fluid: CONTRACTOR shall furnish and maintain hydraulic fluid at proper
23 operating level. Periodically conduct an inspection of hydraulic fluid to detect contaminants
24 and assure proper viscosity, make necessary corrections and replace fluid as required.
25 Furnish hydraulic fluid compounded to the manufacturer's rigid specifications. Clean
26 excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.
- 27 • Jack Unit: including plunger, guide bearing, packing and packing gland.
- 28 • Lubricants: CONTRACTOR shall furnish lubricants compounded to specifications and

1 selected to give the best performance.

- 2 • Machine: including worm, gear, thrust bearings, drive sheave, sheave shaft bearings, brake
3 coil, brake linings and components.
- 4 • Motor/Motor Generator: including motor windings, bearings, rotating element, commutators,
5 brushes and brush holders, contacts, relays, resistors, packing.
- 6 • Mufflers and muffler components
- 7 • Pump Unit: including pump, V-belts, strainers, silencers, springs and gaskets.
- 8 • Selector: including electrical or mechanical drive components, cams, contacts, relays,
9 resistors, leads, transformers and solid state components.
- 10 • Telephones: CONTRACTOR shall check and repair telephone instruments, and any
11 problems shall be reported immediately to COUNTY.
- 12 • Valves: including relief valve, pilot, lowering, leveling and checking valves or any of the parts
13 thereof.
- 14 • Wire ropes: Shall be renewed as often as necessary to maintain an adequate factor of
15 safety and equalize the tension on all hoisting ropes. (Lubricate ropes appropriately and
16 when necessary remove all residue and accumulated deposits from the rope surface and
17 shorten ropes and chains as required to provide legal and reasonable bottom clearances.)
- 18 • Other: All other signal and operating fixtures, scheduling and accessory devices which are
19 part of the elevator installation as of the Effective Date of this Agreement.

20 21 3. Safety Tests

22 CONTRACTOR shall periodically examine all safety devices and conduct pressure tests,
23 Firefighter's Service tests, and all other safety tests recommended or directed by all applicable
24 governmental authorities (including those required by ANSI A17.1, National Elevator Safety Code or other
25 applicable codes) in force at the time of the signing of this Agreement. At a minimum, safety tests must be
26 completed according to the procedures and frequencies prescribed by such regulatory agencies and
27 witnessed by COUNTY or his/her designee.

28 CONTRACTOR shall promptly correct any defects that may be found in testing and examining the

1 safety devices, and shall send written notice to COUNTY advising of the test, test results, and corrections.
2 CONTRACTOR shall Calibrate load-weighing devices to COUNTY's selected settings, after annual and, as
3 applicable.

4
5 Required tests include:

- 6 • Fire Service Recall Testing

7 CONTRACTOR shall schedule and coordinate all Fire Service Recall Testing with
8 COUNTY, for coordination with COUNTY personnel on standby generator operation and fire
9 alarm testing related to fire service recall.

10 CONTRACTOR shall periodically examine periodically all safety devices and governors.

- 11 • Annual no-load Traction Test Annual Traction/Drum Elevator Safety Test
- 12 • CONTRACTOR shall test car and counterweight buffers to determine conformance with the

13 applicable plunger return requirements of Rule 201.4e. 3128 [Rule 1002.2a]

14 CONTRACTOR shall test car safety to determine conformance with the applicable requirements of rule 205
15 and section 1202. 3128 [Rule 1002.2b]

16 CONTRACTOR shall test the final terminal stopping device to determine conformance with the applicable
17 requirements of Rule 205 and Section 1202. 3128 [Rule 1002.2e.]

18 CONTRACTOR shall provide mechanic to standby for testing of fire and other emergency conditions as per
19 State of California requirements.

20 CONTRACTOR shall test the seismic device for proper operation.

21 CONTRACTOR shall test the operation of the elevator standby power conditions to determine conformance
22 with the applicable requirements of Rule 211.2. 3128 [Rule 1002.2g]

- 23 • Five Year Full Load Safety Test

24 CONTRACTOR shall conduct Five (5) Year full load safety test per ANSI A17.1, and provide and install
25 required test tags.

26 If the load test discloses any deficiencies in the operation of the equipment tested which are not covered
27 under this Agreement, CONTRACTOR shall submit a proposal and estimate to COUNTY to obtain written
28 approval for work needed to put the specific equipment in proper condition and in compliance with the

1 above-mentioned specifications.

2
3 4. Maintain guaranteed performance levels.

4 Operational performance standards for elevators maintained under this Agreement shall be
5 established by CONTRACTOR and approved by COUNTY. Performance shall be brought up to these
6 standards and so maintained at all times during this Agreement.

7 At the start of, and at least annually throughout this Agreement, CONTRACTOR shall submit a
8 comprehensive report showing actual measurements of operational performances of all elevators.

9 This report shall be on an approved form, and shall include brake-to-brake times, cycle times, door
10 open and door close times, door waiting times, ride quality and other pertinent information, as well as
11 location, number, capacity, speed, type, number of stops, and the name of the person making the report.

12 COUNTY shall conduct periodic checks of the condition and performance of Equipment. Any
13 material, labor or readjustment needed to restore equipment to established standards shall be provided by
14 CONTRACTOR under the terms of this Agreement without additional cost to COUNTY, and in a timely
15 manner. CONTRACTOR shall also make adjustments in dispatch programming, door speed, waiting times,
16 etc., to suit building requirements when requested by COUNTY or his/her authorized representative.

17 Annually, all elevators shall be checked and adjusted, as described herein, by an elevator adjuster,
18 with a written report submitted to COUNTY. A final report is to be submitted during the final thirty (30) days
19 of this Agreement. The annual checking/adjusting will include, but not be limited to:

- 20 • Using an oscilloscope, adjusting acceleration/deceleration, leveling and other necessary
21 motor control functions;
- 22 • Cleaning and adjusting all brakes;
- 23 • Adjusting all load-weighing devices (using test weights);
- 24 • Testing and calibration of governors; and
- 25 • Thorough evaluation and correction of any problems with signal, dispatch or zoning circuitry.

26
27 Required performance measures include:

- 28 • Brake-to-Brake Time – Maximum time in seconds for car to travel between typical floors

1 from actual start to completion of leveling, regardless of load or travel direction.

2 • Dispatching Systems – Annually, CONTRACTOR shall check the group dispatching
3 systems and test as necessary to ensure that all circuits and time settings are properly adjusted and that
4 the system performs as designed. Additionally, CONTRACTOR shall check to ensure the system is
5 installed and performing according to the manufacturer’s recommendation or to adjust and maintain revised
6 settings upon direction of COUNTY.

7 • Door Open Time - is the maximum time in seconds from the time doors start to open until
8 doors are fully open. It is measured from the fully-closed door position to a fully-open stopped position.

9 • Door operation - shall be positive and quiet, with rapid and smooth checking at limits of
10 travel.

11 • Door Close Time – is the maximum time in seconds from the time doors start to close until
12 doors are fully closed. It is measured from the fully-open door position to a fully-closed stopped position.

13 Door closing pressure shall not exceed 30 pounds.

14 • Door Dwell Time – Maximum time door remains in the open position before beginning to
15 close.

16 • Emergency – At least monthly, the Emergency Fire Service and the Battery-Operated
17 Emergency Lights and earthquake systems shall be tested, and any defects corrected in a timely manner.

18 • Leveling Accuracy - as measured from car sill to landing sill at a fully stopped position under
19 all load conditions.

20 • Rated Speed - CONTRACTOR shall maintain the Rated Speed in feet per minute,
21 according to the original performance time, including acceleration and retardation as designed and installed
22 by the manufacturer. It shall not vary by more than 5%, regardless of direction or load.

23 • Ride, Acceleration, Deceleration, Stop - CONTRACTOR shall maintain smooth ride quality,
24 smooth acceleration and deceleration and comfortable stop.

25 • Safe Conditions - CONTRACTOR shall maintain all equipment in safe condition at all times.
26 CONTRACTOR shall recommend any changes necessary to maintain this state.

27 • Start to Stop Time - as measured from the moment the car begins motion till the time it
28 stops for a single floor run.

1 • Miscellaneous - In addition to all of the above specifications, any and all items in the
2 manufacturer's literature concerning preventative maintenance and any other pertinent procedures must be
3 performed according to the manufacturer's specifications and timelines.

4
5 5. Full-Service Maintenance Exclusions:

6 The following items are not included in the fixed prices quoted for "full-service" maintenance, and
7 shall be billed at according to the Extra Services provisions of this Agreement:

8 Maintaining, refinishing, repairing or replacements of:

- 9 • Any components of the elevator cab, its floor, floor covering, sills, handrails, ceiling, etc.
- 10 • Hydraulic cylinders, casings and concealed hydraulic piping
- 11 • Light fixtures and bulbs associated fixtures used for cab illumination
- 12 • Main line power switches, breakers and feeders to control equipment
- 13 • Smoke and/or heat detectors/sensors

14 Service calls required due to:

15 Negligence, accident, vandalism or misuse of the equipment by anyone other than CONTRACTOR,
16 CONTRACTOR'S employees, subcontractors, servants or agents, or other causes beyond
17 CONTRACTOR's control, except ordinary wear and tear.

18 Examples:

- 19 • Doors kicked off tracks
- 20 • Fire in elevator cab set by vandals and burned car buttons
- 21 • Doors knocked off tracks by COUNTY personnel (e.g. furniture movers)
- 22 • Car left "keyed off" or left on "independent" by building personnel, movers or security
23 guards.
- 24 • Safety tripped elevator off due to someone jumping up and down in the elevator.
- 25 • Debris in car or hall door sill tracks.
- 26 • Foreign objects caught or wedged under car or hall doors such as carpet tacks, small rocks
27 and coins.

28 Any extra charge associated with CONTRACTOR's claim of negligence, accident, vandalism or

1 misuse must be verified and approved by COUNTY in writing prior to the repair of the Equipment, or
2 payment may be withheld.

3
4 Other Exclusions

- 5 • Retrieval of occupant or visitor keys dropped in the pit
- 6 • Flooded machine room, top of car, or pit
- 7 • Elevator out of service due to verified electrical outage or other electrical problem for which

8 COUNTY is responsible.

- 9 • Elevator telephones not working
- 10 • Changes in design and construction mandated by changes in law or code

11
12 B. Limited Service Maintenance

13 A number of COUNTY elevators, identified herein, are in buildings that are currently vacant. In
14 those facilities, COUNTY wishes to provide the minimal services necessary to keep the elevators
15 operational and permits activated.

16 "Limited Service" shall be defined as the following: The elevators will be examined for optimum
17 operation by CONTRACTOR. CONTRACTOR shall examine, clean, and lubricate the following
18 components: Controller, Machine, Motor, Generator, Interlocks, Guide Rails, Door Operator & Door
19 Equipment, Fixtures, Sheaves, Ropes, Governors, Hydraulic Power Units, and Jack Assemblies.

20 CONTRACTOR shall make minor adjustments to the Equipment while on scheduled service visits
21 if, in CONTRACTOR'S opinion, such changes are required. All work shall be completed during the normal
22 contractual days & hours of Monday thru Friday, 6:00 a.m. thru 6:00 p.m. All costs associated with repair,
23 replacement parts, testing, and labor are NOT included; if these items are required, they will be submitted
24 to COUNTY as a separate cost to be paid by COUNTY, and not performed unless approved in writing by
25 COUNTY. CONTRACTOR shall respond to both emergency calls and regular service calls for elevator
26 repair; these calls shall be billed at the contractual COUNTY rates.

27 Equipment with Limited Service is identified in the Quotation Summary.
28

1 II. OTHER EQUIPMENT SERVICED

2 A. Service Lifts/Dumbwaiters

3 Preventive maintenance is limited to inspection and lubrication. Repair parts and labor shall be
4 billed as Extra Service.

5
6 B. Wheelchair Lifts

7 Preventive maintenance is limited to inspection and lubrication. Repair parts and labor are to be
8 billed as Extra Service.

9
10 III. CALL-BACK SERVICE

11 A call-back is a request from COUNTY to CONTRACTOR requesting CONTRACTOR to go to a
12 specific elevator to correct any problem and/or condition which needs attention before CONTRACTOR's
13 next scheduled preventive maintenance visit ("Call-Back").

14 CONTRACTOR shall provide 24-hour-a-day, 7 days-a-week, Call-Back service, as part of the full-
15 service maintenance fee, and at no added cost to COUNTY. CONTRACTOR may only bill for Call-Back
16 service if the work performed is not the responsibility of CONTRACTOR (see "Exclusions"). In the event of
17 Call-Back service, a journeyman elevator mechanic will report to the site of the call when requested by
18 COUNTY or those persons designated by COUNTY, in accordance with the following schedule:

19 A Call-Back service shall consist of prompt response to requests from COUNTY or his/her
20 authorized representatives for emergency services on any day of the week at any hour of the day or night.
21 Call-Backs will be categorized as follows:

22 LEVEL I – Trapped passenger or any situation causing imminent harm to passenger, machinery or
23 building - Requires onsite response in thirty (30) minutes or less.

24 LEVEL II – Out of service equipment which critically affects the building operations such as, but not
25 limited to, only means of conveyance in the building. - Requires onsite response in ninety (90) minutes or
26 less.

27 LEVEL III – All other types of Call-Back not defined by Level I or II. This requires onsite response at
28 0600 hrs. the next normal working day.

1 Determination of call level is at the discretion of COUNTY or his/her authorized representative.
2 Failure to furnish emergency Call-Back service within the above-specified time of notification of need may
3 result in termination of this Agreement, withholding of payment, and/or another elevator contractor to be
4 hired to complete the work at the CONTRACTOR's expense.

5 Response time is defined as the time it takes for the service technician to arrive at the specified
6 elevator location from the time the request for service is made by COUNTY. This time specification is NOT
7 conditional. Outside influences such as weather conditions, traffic congestion, highway construction,
8 absenteeism, etc. are not acceptable justifications for failure to meet the required response time
9 specification.

10 For each service call, CONTRACTOR shall provide to COUNTY a copy of the work ticket(s), along
11 with supporting documentation that contains the following minimum information:

- 12 o Name and address of CONTRACTOR
- 13 o Name of CONTRACTOR's employee(s) performing the work
- 14 o Date(s) work performed and work hours expended
- 15 o Time technician(s) arrived on site and time they left
- 16 o Brief description of work performed/corrective action including equipment identification
- 17 o Determination of whether the emergency response call is covered by the full-service
18 maintenance agreement. Call-Backs for elevators that are not covered under this Agreement, or that are
19 required due to one or more of the exclusions (vandalism, fire alarm caused shutdown, etc.) shall be billed
20 at the quoted hourly rates.

21 o Signature and name of CONTRACTOR's employee authorized to sign for CONTRACTOR
22 and attest to the necessity and completeness of the work, and the accuracy of the invoice

23 The format and medium (hard copy or electronic) of such work ticket and
24 supporting documentation must be approved by COUNTY in advance of the first submittal.

25 All work of a Call-Back nature or trouble calls shall be treated as an emergency, and work
26 commenced shall be carried through to completion without delay.

27 This report shall either be sent as an e-mail attachment to COUNTY or as an email notification of
28 the incident with a link to where the detailed information can be found in an online reporting tool provided by

1 CONTRACTOR.

2
3 IV. EXTRA SERVICES

4 COUNTY, without invalidating this Agreement, may order extra work or make changes by altering,
5 adding to or deducting from the work only by written Orders, either:

6 A. Initiated by COUNTY and properly approved and authorized, and setting forth the dollar amount
7 to be added or deducted, or

8 B. Initiated/proposed by CONTRACTOR, setting forth the dollar amount, and properly approved
9 and authorized by COUNTY.

10 CONTRACTOR shall not undertake any Extra Services without the advance written authorization of
11 a COUNTY Representative. Such Extra Services are expressly contemplated to include, but are not
12 necessarily limited to:

- 13 • Modernization of one or more elevator components
- 14 • Five (5) year load tests, as mandated by Cal-OSHA
- 15 • Repairs that are required, but which are expressly excluded from the maintenance services
16 agreement scope of work (see exclusions.)

17 V. REGULATORY COMPLIANCE

18 In the performance of this Agreement, CONTRACTOR agrees to carry out all work in strict
19 compliance with all laws, codes, rules and regulations set forth with regard to the equipment by municipal,
20 state, or federal authorities having jurisdiction in effect on the date of this Agreement including but not
21 limited to:

22 A. ANSI A 17.3-2011 Safety Code for elevators and Escalators

23 B. ISO 41901 to 6: 1984 Lifts and Service Lifts (USA: elevators and dumbwaiters)