

AGREEMENT

THIS AGREEMENT for elevator maintenance and repair services is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City," and **KONE INC.**, with an address of One Montgomery Court, PO Box 429, Moline IL, 61265, hereinafter referred to as the "Contractor."

The parties agree as follows:

1. **FORM OF AGREEMENT:** This Agreement shall consist of the terms and conditions stated in the following numbered paragraphs. No other documentation related to this Agreement or generated as a result of this Agreement shall form a part of this Agreement unless it is expressly referenced and incorporated herein.

2. **CITY REPRESENTATIVE:** The Manager of General Services ("Manager") is the official City representative and directs all services performed under this Agreement. Communication between the Manager and the Contractor shall be directed through the Manager or such other representative as the Manager shall designate. The Contractor agrees that during the term of this Agreement he shall fully coordinate all services hereunder with the City.

3. **WORK TO BE PERFORMED:**

A. **Preventative and Routine Maintenance:** The Contractor shall diligently undertake, perform and complete all preventative and routine maintenance including all material, labor, supervision, tools, supplies and all other expenses necessary to provide service, preventative maintenance, inspections, adjustments, testing and repairs as set forth in **Exhibit A, Scope of Work**, to the City's satisfaction ("**Preventative and Routine Maintenance**").

B. **Assigned Work:** The Contractor shall diligently undertake, perform and complete work outside of the Preventative and Routine Maintenance described in paragraph 3.A as assigned by written work order ("**Assigned Work**"). As the Manager determines the need and availability of funding for Assigned Work, the City will issue a Work Order (Sample Work Order attached as **Exhibit B**) to the Contractor detailing the nature and extent of the Assigned Work. Work Orders may add or remove facilities from the list of facilities for which Contractor will provide Preventative and Routine Maintenance for a negotiated fixed monthly fee or provide for work in addition to Preventative and Routine Maintenance on a time and materials

basis at the rate specified in Contractor's Pricing Proposal attached as **Exhibit C**. Following receipt of the issued Work Order, the Contractor shall, within three (3) business days and confirm the scope of Assigned Work detailed therein and respond back to the Department as to the Contractor's ability to initiate and complete the Assigned Work in the timeframe specified in the Work Order. The Contractor assumes all responsibility and risks, including any additional work or additional costs, for failure to confirm the completeness and accuracy of the Work Order and the Assigned Work Amount. Confirmation includes, but is not restricted to, inquiries with the Department as to any directions or specifications in the Work Order which are not clear. If the Contractor fails to contact the Department within three (3) business days following receipt of the issued Work Order and state unequivocally that the Contractor is ready and willing to perform the Assigned Work in the manner and timeframe indicated on the Work Order, the City reserves the right to immediately withdraw the issued Work Order. Upon the Contractor executing the Work Order, the City shall finalize and execute the Work Order for the Assigned Services and return a copy of the executed Work Order to the Contractor. The City will not execute the Work Order unless any material changes proposed by the Contractor to the terms of the issued Work Order and/or additions to the Assigned Services Amount are deemed acceptable by the Manager and incorporated into the Work Order and until funding adequate to cover the entire Assigned Services Amount is available.

C. Work Order Change: If, after execution of a Work Order and commencement on the Assigned Work, additions, deletions or modifications to the Assigned Work described in the Work Order, along with any associated changes in the Assigned Work Amount, are required a Work Order Change, in substantially the form as set forth in **Exhibit D** attached to this Agreement and incorporated herein by reference, may be issued in accordance to the same standards and procedures prescribed for Work Orders. The Contractor shall promptly and thoroughly review and respond to the proposed changes, in accordance with the same standards and procedures prescribed for Work Orders, and notify the Department that the Contractor is ready and willing to perform the Assigned Work in the manner and timeframe as modified by the Work Order Change. The City will not execute the Work Order Change unless any material changes proposed by the Contractor to the terms of the issued Work Order Change and/or additions to the Assigned Services Amount are deemed acceptable by the Manager and

incorporated into the Work Order Change and until funding adequate to cover the entire Assigned Services Amount, if modified, is available.

D. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

E. All records, finding, research, opinions and documentation prepared by the Contractor under this Agreement, if delivered to and accepted by the Manager shall become the property of the City. The Contractor also agrees to allow the City to review any of the procedures used by him/her in performing the services hereunder and to make available for inspection notes and other documents used in the preparation of any of the services required hereunder.

4. **TERM OF AGREEMENT:** The term of the Agreement shall be five (5) years beginning on April 1, 2014 and ending on March 31, 2019. Subject to the Manager's prior written authorization, the Contractor shall complete any Assigned Work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement by the Contractor, time is of the essence.

5. **FORCE MAJEURE:** The Contractor shall not be liable for any loss, damage or delay, caused directly or indirectly by embargoes, strikes, lockouts, work interruptions, or other labor disputes, fire, theft, flood, or by any cause beyond Contractor's control. Neither party shall be liable for incidental, special or consequential damages. Notwithstanding any other provision of the agreement, it is the intent of the parties that each party shall only be liable for damages caused by its own negligent acts.

6. **COMPENSATION AND PAYMENT:**

A. **Preventative and Routine Maintenance:** The City agrees to pay the Contractor, and the Contractor agrees to accept as full and total compensation for all Preventative and Routine Maintenance a monthly fee for each listed facility in the amount listed in Contractor's Pricing Proposal attached as Exhibit C.

B. Assigned Work: The City agrees to pay the Contractor, and the Contractor agrees to accept as full and total compensation for all assigned work, as agreed in advance, either:

(1) **Monthly Fee:** An agreed to monthly fee for Preventative and Routine Maintenance of facilities not listed in Contractor's Pricing Proposal.

(2) **Time and Materials:** The sum of Contractor's hourly fee of One Hundred and Sixty Dollars and 42/100 (\$160.42) per hour for the actual time spent completing the work as contemporaneously documented, Contractor's documented actual material costs and a markup not to exceed 15% of Contractor's actual cost for materials.

B. The Contractor shall submit a monthly statement for completed Preventative and Routine Maintenance as well as for completed Assigned Work. The statement will itemize charges for Preventative and Routine Maintenance by location and provide a description of Assigned Work with a breakdown of hours, materials and markup. Signed work orders with supporting documentation of material costs will be attached to Contractor's statement.

C. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in Contractor's rates.

D. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **Two Million Dollars and 00/100 (\$2,000,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

E. **Assigned Work Limit:** The cost of Assigned Work on any single project shall not exceed \$400,000.00.

7. **STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

8. **TERMINATION OF AGREEMENT:**

A. The City has the right to terminate this Agreement, with cause, on Twenty (20) days written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

B. If this Agreement is terminated by the City with cause, the Contractor shall be compensated for, and such compensation shall be limited to, (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City, (2) the reasonable value to the City of the work which the Contractor performed prior to the date of the termination notice, but which had not yet been approved for payment, and (3) the cost of any work which the Manager approves in writing which he determines is needed to accomplish an orderly termination of the work.

C. The City has the right to terminate this Agreement, without cause, on thirty (30) days written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

D. If this Agreement is terminated by the City without cause, the Contractor shall also be compensated for any reasonable costs it has actually incurred in performing services hereunder prior to the date of the termination.

E. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Contractor is using by whatever method it deems expedient, and the Contractor shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the city, and these documents and materials shall be the property of the City. Copies of work product incomplete at the time of

termination shall be marked "DRAFT-INCOMPLETE". The City shall use any and all such incomplete documents or incomplete data at its own risk.

F. Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

9. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of term, covenant, or condition or any default which may then exist on the part of the Contractor, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

10. **INDEMNIFICATION:**

A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

B. Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.

C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. **EXAMINATION OF RECORDS:** The Contractor agrees that any duly authorized representative of the City, including the City Auditor or his representative, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor, involving transactions related to this Agreement.

12. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City, as required by Charter and ordinance.

13. **VENUE, GOVERNING LAW:** Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charter of the City and County of Denver and the ordinances, rules, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the District Court for City and County of Denver, Colorado.

14. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor, his or her officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

15. **ASSIGNMENT AND SUBCONTRACTING:** The City is not obligated or liable under this Agreement to any party other than the Contractor named herein. The Contractor understands and agrees that he or she shall not assign or subcontract with respect to any of his or

her rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City, which consent or approval may be withheld in the absolute discretion of the City; and in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the City and such assignee or subcontractor, and the Contractor herein named shall remain fully responsible to the City according to the terms of this Agreement.

16. **NO WAIVER OF RIGHTS:** No assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

17. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

18. **CONFLICT OF INTEREST:** The parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Contractor further agrees not to hire or contract for services any employee or officer of the City which would be in violation of the Denver Revised Municipal Code, Chapter 2, Article IV, Code of Ethics, or Denver City Charter §§ 1.2.8, 1.2.9, and 1.2.12.

The Contractor agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Contractor written notice which describes the conflict. The Contractor shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

19. INSURANCE:

A. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period and maintain coverage including products and completed operations for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit E**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set

forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Owner's and Contractor's Protective Liability Insurance: Contractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as named insureds on an Owner's and Contractor's Protective Liability Policy. The Policy limit will equal the requested General Liability and Excess Liability limits.

D. Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

G. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. Professional Liability (Errors & Omissions): Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

J. Additional Provisions:

(1) For Commercial General Liability the policy must provide the following:

(a) That this Agreement is an Insured Contract under the policy;

(b) Defense costs are outside the limits of liability;

(c) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

(d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage:

(a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(3) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

20. COLORADO GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

21. NO THIRD PARTY BENEFICIARY: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating

to such enforcement, shall be strictly reserved to the City and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement, including but not limited to subcontractors and suppliers. It is the express intention of the City and the Contractor that any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22. **DISPUTES:** All disputes of whatsoever nature between the City and Contractor regarding this Agreement shall be resolved by administrative hearing, pursuant to the procedure established by Denver Revised Municipal Code, Section 56-106. For the purpose of that procedure, the City official rendering a final determination shall be the City representative identified in Paragraph 2 hereof.

23. **TAXES, CHARGES AND PENALTIES:** The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by Denver's Revised Municipal Code.

24. **TOBACCO PRODUCTS:** There shall be no sale or advertising of tobacco products on the premises or in facilities owned or operated or controlled by the City and County of Denver. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. "Advertising" includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium whatsoever, but does not include any advertising and sponsoring which is a part of a performance or show or event displayed or held in city facilities.

25. **NOTICES:** Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By Contractor to: Manager of General Services
 201 West Colfax Avenue
 Denver, Colorado 80202

And by the City to: KONE INC.
 One Montgomery Court, PO Box 429
 Moline IL, 61265

26. **SURVIVAL OF CERTAIN PROVISIONS:** The parties understand and agree that all terms, conditions and covenants of this Agreement, together with any exhibits and attachments hereto, any or all of which by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance and for indemnity to the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters or actions begun within that period.

27. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

28. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement, except for the provisions of this Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

29. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

30. **LEGAL AUTHORITY:**

A. The Contractor assures and guarantees that he or she possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of the Contractor do hereby warrant and guarantee that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Paragraph.

31. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** Each of the Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions, have been prepared by a particular Party.

32. **CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** This Agreement consists of Paragraphs 1 through 36, which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Exhibit A	Scope of Services
Exhibit B	Sample Work Order
Exhibit C	Pricing Proposal
Exhibit D	Work Order Change
Exhibit E	Certificates of Insurance / Evidence Coverage
Exhibit F	Prevailing Wage Rates

In the event of (i) an irreconcilable conflict between a provision of Paragraphs 1 through 38, and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Paragraphs 1 through 36
- Exhibit C
- Exhibit A
- Exhibit F
- Exhibit E

Exhibit C

Exhibit B

Exhibit D

33. OWNERSHIP OF WORK PRODUCT: All plans, drawings, reports, submittals and other documents submitted to the City or its authorized agents by the Contractor shall become and are the property of the City, and the City may, without restriction, make use of such documents and underlying concepts as it sees fit. The Contractor shall not be liable for any damage, which may result from any use of such documents for purposes other than those described in this Agreement.

34. PAYMENT OF PREVAILING WAGE RATES:

A. Pursuant to Section 20-76 of the Denver Revised Municipal Code, the Contractor and each of its subcontractors shall pay every worker, laborer or mechanic employed by it directly upon the site of the work under this Agreement the full amounts accrued at the time of payment, computed at wage rates not less than those shown on the current prevailing wage rate schedule, **Exhibit F**, for each class of employees included in this Agreement. The wages shall be those prevailing as of the date of this Agreement, and the Contractor shall post in a prominent and easily accessible place, a copy of the wage rates for the positions or positions to which the prevailing wage ordinance applies. All construction workers, mechanics and other laborers shall be paid at least once per week; non-construction workers such as janitorial or custodial workers shall be paid at least twice per month.

B. The Contractor shall furnish to the City Auditor or his authorized representative, each week during which work is performed under this Agreement, a true and correct copy of the payroll records of all workers employed to perform the work, to whom the prevailing wage ordinance applies. All such payroll records shall include information showing the number of hours worked by each worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such worker for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all workers performing such work, either for the Contractor or a subcontractor, that payments were made to the workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers were paid the prevailing wages as set forth in this Agreement.

C. If the term of this Agreement extends for more than one year, the minimum City prevailing wage rates which shall be paid during any subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of this Agreement which begins such subsequent period. Decreases in prevailing wages subsequent to the date of this Agreement shall not be effective except on the yearly anniversary date of this Agreement. In no event shall any increases in prevailing wages after the first anniversary of this Agreement result in any increased liability on the part of the City and the possibility and risk of any such increase is assumed by the Contractor.

D. If the Contractor or any subcontractor fails to pay such wages as required herein, the City Auditor shall not approve any warrant or demand for payment to the Contractor until the Contractor furnishes to the Auditor evidence satisfactory to the Auditor that such wages so required by this Agreement have been paid. The Contractor may utilize the procedures set out in D.R.M.C. §20-76(d)(4) to satisfy the requirements of this provision.

E. If any worker to whom the prevailing wages are to be paid, employed by the Contractor or any subcontractor to perform work hereunder, has not been or is not being paid a rate of wages required by this Paragraph 34, the Manager of General Services may by written notice to the Contractor, suspend by a stop-work order or terminate the Contractor's services hereunder, or the part of such services performed by such workers. The issuance of a stop-work order shall not relieve the Contractor of any obligations or liabilities to the City under this Agreement, including liability to the City for any extra costs incurred by it in obtaining replacement elevator maintenance and repair services while any such stop-work order is in effect or following termination for such cause.

35. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

B. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

36. CITY EXECUTION OF AGREEMENT: This Agreement is expressly subject to, and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

37. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

38. COOPERATION ON CLAIMS: City agrees to cooperate with Contractor in the investigation and resolution of any claims brought against either of them arising out of this agreement.

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Contract Control Number: GENRL-201414653-00

Contractor Name: Kone Inc.

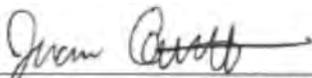
IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of March 24, 2014.

SEAL



CITY AND COUNTY OF DENVER

ATTEST:


Juan Guzman, Deputy Clerk &
Recorder

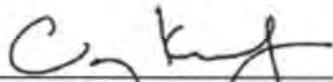
By 
Michael B. Hancock, Mayor

APPROVED AS TO FORM:

D. Scott Martinez, Attorney for the
City and County of Denver

REGISTERED AND COUNTERSIGNED:

By 
Robert Wheeler, Assistant City
Attorney

By 
Cary Kennedy, Manager of Finance

By 
Dennis J. Gallagher, Auditor

Contract Control Number: GENRL-201414653-00

Contractor Name: Kone Inc.



By: _____

Name: _____
(please print)

Jerri Blum
Senior Vice President West Region

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

**ELEVATOR SERVICES, PREVENTATIVE MAINTENANCE AND REPAIR
CONTRACT # 14090-IGA
MEMO OF UNDERSTANDING**

This is a Memo of Understanding (MOU) to the Elevator Services, Preventative Maintenance and Repair agreement 14090-IGA by and between Maricopa County (County) and KONE, Inc. (Contractor). The terms of this MOU include the following:

- 1.0 The Scope of Work and Terms and Conditions of this MOU can be found in the attached documents under Exhibit A.
- 2.0 Upon adoption of this MOU, Maricopa County will cancel the current contract (08119-S) for convenience.
- 2.0 With the exception of the Maricopa County Insurance requirements, this MOU shall not change the terms and conditions of the City and County of Denver Colorado Contract # 201414653.
- 3.0 This agreement shall be effective on the latest date signed by all parties:

The undersigned hereby agrees to the agreement described herein.

KONE, Inc.



Jay Dietz
Senior Vice President
KONE Contract# 40113775

11/20/2014
Date

Maricopa County Office of Procurement Services

Wes Baysinger
Chief Procurement Officer - Director

Date

Bldg No.	Site Name	Address	Equipment ID	Equipment Type	Manufacture	Current Pricing	USC Price
BLDG 3310	ADMIN BLDG	301 WEST JEFFERSON ST	#1 PASSENGER ELEVATOR	Traction - Passenger	MKO	\$ 286.65	\$ 270.31
BLDG 3310	ADMIN BLDG	301 WEST JEFFERSON ST	#2 PASSENGER ELEVATOR	Traction - Passenger	MKO	\$ 286.65	\$ 270.31
BLDG 3310	ADMIN BLDG	301 WEST JEFFERSON ST	#3 PASSENGER ELEVATOR	Traction - Passenger	MKO	\$ 286.65	\$ 270.31
BLDG 3310	ADMIN BLDG	301 WEST JEFFERSON ST	#4 PASSENGER ELEVATOR	Traction - Passenger	MKO	\$ 286.65	\$ 270.31
BLDG 3310	ADMIN BLDG	301 WEST JEFFERSON ST	#5 PASSENGER ELEVATOR	Traction - Passenger	MKO	\$ 286.65	\$ 270.31
BLDG 3310	ADMIN BLDG	301 WEST JEFFERSON ST	#6 PASSENGER ELEVATOR	Traction - Passenger	MKO	\$ 286.65	\$ 270.31
BLDG 3310	ADMIN BLDG	301 WEST JEFFERSON ST	MATERIAL LIFT	Other - Equipment	ESCO	\$ 121.38	\$ 114.47
BLDG 4157	SECURITY BUILDING II	234 NORTH CENTRAL AVE	#1 PASSENGER ELEVATOR	Gearless Passenger	KONE	\$ 286.65	\$ 270.31
BLDG 4157	SECURITY BUILDING II	234 NORTH CENTRAL AVE	#2 PASSENGER ELEVATOR	Gearless Passenger	KONE	\$ 286.65	\$ 270.31
BLDG 4157	SECURITY BUILDING II	234 NORTH CENTRAL AVE	#3 PASSENGER ELEVATOR	Gearless Passenger	KONE	\$ 286.65	\$ 270.31
BLDG 4157	SECURITY BUILDING II	234 NORTH CENTRAL AVE	#4 SERVICE ELEVATOR	Traction - Passenger	THYSSEN	\$ 286.65	\$ 270.31
BLDG 3316	4TH AVE JAIL	201 SOUTH 4TH AVENUE	#1 DUMBWAITER	Other - Dumbwaiter	MATOT	\$ 64.35	\$ 60.68
BLDG 3316	4TH AVE JAIL	201 SOUTH 4TH AVENUE	#1 PASSENGER ELEVATOR	Traction - Passenger	KONE	\$ 286.65	\$ 270.31
BLDG 3316	4TH AVE JAIL	201 SOUTH 4TH AVENUE	#10 PASSENGER ELEVATOR	Hydraulic - Passenger	KONE	\$ 121.38	\$ 114.47
BLDG 3316	4TH AVE JAIL	201 SOUTH 4TH AVENUE	#11 PASSENGER ELEVATOR	Hydraulic - Passenger	KONE	\$ 121.38	\$ 114.47
BLDG 3316	4TH AVE JAIL	201 SOUTH 4TH AVENUE	#12 PASSENGER ELEVATOR	Hydraulic - Passenger	KONE	\$ 121.38	\$ 114.47
BLDG 3316	4TH AVE JAIL	201 SOUTH 4TH AVENUE	#13 PASSENGER ELEVATOR	Hydraulic - Passenger	KONE	\$ 121.38	\$ 114.47
BLDG 3316	4TH AVE JAIL	201 SOUTH 4TH AVENUE	#2 DUMBWAITER	Other - Dumbwaiter	MATOT	\$ 64.35	\$ 60.68
BLDG 3316	4TH AVE JAIL	201 SOUTH 4TH AVENUE	#2 PASSENGER ELEVATOR	Traction - Passenger	KONE	\$ 286.65	\$ 270.31
BLDG 3316	4TH AVE JAIL	201 SOUTH 4TH AVENUE	#3 PASSENGER ELEVATOR	Traction - Passenger	KONE	\$ 286.65	\$ 270.31
BLDG 3316	4TH AVE JAIL	201 SOUTH 4TH AVENUE	#4 PASSENGER ELEVATOR	Traction - Passenger	KONE	\$ 286.65	\$ 270.31
BLDG 3316	4TH AVE JAIL	201 SOUTH 4TH AVENUE	#5 PASSENGER ELEVATOR	Traction - Passenger	KONE	\$ 286.65	\$ 270.31
BLDG 3316	4TH AVE JAIL	201 SOUTH 4TH AVENUE	#6 PASSENGER ELEVATOR	Traction - Passenger	KONE	\$ 286.65	\$ 270.31
BLDG 3316	4TH AVE JAIL	201 SOUTH 4TH AVENUE	#7 PASSENGER ELEVATOR	Traction - Passenger	KONE	\$ 286.65	\$ 270.31
BLDG 3316	4TH AVE JAIL	201 SOUTH 4TH AVENUE	#8 PASSENGER ELEVATOR	Hydraulic - Passenger	KONE	\$ 121.38	\$ 114.47
BLDG 3316	4TH AVE JAIL	201 SOUTH 4TH AVENUE	#9 PASSENGER ELEVATOR	Hydraulic - Passenger	KONE	\$ 121.38	\$ 114.47
BLDG 1961	LOWER BUCKEYE JAIL	3250 WEST LOWER BUCKEYE	#1 PASSENGER ELEVATOR	Hydraulic - Passenger	KONE	\$ 121.38	\$ 114.47
BLDG 1961	LOWER BUCKEYE JAIL	3250 WEST LOWER BUCKEYE	#10 PASSENGER ELEVATOR	Traction - Passenger	KONE	\$ 286.65	\$ 270.31
BLDG 1961	LOWER BUCKEYE JAIL	3250 WEST LOWER BUCKEYE	#11 PASSENGER ELEVATOR	Traction - Passenger	KONE	\$ 286.65	\$ 270.31
BLDG 1961	LOWER BUCKEYE JAIL	3250 WEST LOWER BUCKEYE	#2 PASSENGER ELEVATOR	Hydraulic - Passenger	KONE	\$ 121.38	\$ 114.47
BLDG 1961	LOWER BUCKEYE JAIL	3250 WEST LOWER BUCKEYE	#3 PASSENGER ELEVATOR	Hydraulic - Passenger	KONE	\$ 121.38	\$ 114.47
BLDG 1961	LOWER BUCKEYE JAIL	3250 WEST LOWER BUCKEYE	#4 PASSENGER ELEVATOR	Hydraulic - Passenger	KONE	\$ 121.38	\$ 114.47
BLDG 1961	LOWER BUCKEYE JAIL	3250 WEST LOWER BUCKEYE	#5 PASSENGER ELEVATOR	Hydraulic - Passenger	KONE	\$ 121.38	\$ 114.47
BLDG 1961	LOWER BUCKEYE JAIL	3250 WEST LOWER BUCKEYE	#6 PASSENGER ELEVATOR	Hydraulic - Passenger	KONE	\$ 121.38	\$ 114.47
BLDG 1961	LOWER BUCKEYE JAIL	3250 WEST LOWER BUCKEYE	#7 PASSENGER ELEVATOR	Hydraulic - Passenger	KONE	\$ 121.38	\$ 114.47
BLDG 1961	LOWER BUCKEYE JAIL	3250 WEST LOWER BUCKEYE	#8 PASSENGER ELEVATOR	Hydraulic - Passenger	KONE	\$ 121.38	\$ 114.47
BLDG 1961	LOWER BUCKEYE JAIL	3250 WEST LOWER BUCKEYE	#9 PASSENGER ELEVATOR	Hydraulic - Passenger	KONE	\$ 121.38	\$ 114.47
BLDG 4053	DOWNTOWN JUSTICE COURT	620 WEST JACKSON STREET	#1 PASSENGER ELEVATOR	EcoSystem Passenger	KONE	\$ 286.65	\$ 270.31
BLDG 4053	DOWNTOWN JUSTICE COURT	620 WEST JACKSON STREET	#2 PASSENGER ELEVATOR	EcoSystem Passenger	KONE	\$ 286.65	\$ 270.31
BLDG 4053	DOWNTOWN JUSTICE COURT	620 WEST JACKSON STREET	#3 PASSENGER ELEVATOR	EcoSystem Passenger	KONE	\$ 286.65	\$ 270.31
BLDG 4053	DOWNTOWN JUSTICE COURT	620 WEST JACKSON STREET	#4 PASSENGER ELEVATOR	EcoSystem Passenger	KONE	\$ 286.65	\$ 270.31
BLDG 3311	FMD & GARAGE	401 WEST JEFFERSON ST	#1 PASSENGER ELEVATOR	Hydraulic - Passenger	MCE	\$ 121.38	\$ 114.47
BLDG 3311	FMD & GARAGE	401 WEST JEFFERSON ST	#3 PASSENGER ELEVATOR	Hydraulic - Passenger	MCE	\$ 121.38	\$ 114.47
BLDG 3301	WEST COURTS	111 SOUTH 3RD	#10 PASSENGER ELEVATOR	Traction - Passenger	THYSSEN	\$ 286.65	\$ 270.31
BLDG 3301	WEST COURTS	111 SOUTH 3RD	#7 PASSENGER ELEVATOR	Hydraulic - Passenger	THYSSEN	\$ 121.38	\$ 114.47
BLDG 3301	WEST COURTS	111 SOUTH 3RD	#8 PASSENGER ELEVATOR	Traction - Passenger	THYSSEN	\$ 286.65	\$ 270.31
BLDG 3301	WEST COURTS	111 SOUTH 3RD	#9 PASSENGER ELEVATOR	Traction - Passenger	THYSSEN	\$ 286.65	\$ 270.31
BLDG 3301	WEST COURTS	111 SOUTH 3RD	DOWN ESCALATOR	Escalator - Standard	OTIS	\$ 497.25	\$ 468.90
BLDG 3301	WEST COURTS	111 SOUTH 3RD	UP ESCALATOR	Escalator - Standard	OTIS	\$ 497.25	\$ 468.90
BLDG 3303	EAST COURTS	101 WEST JEFFERSON ST	#1 JUDGE PASSENGER ELEV	Traction - Passenger	DOVER	\$ 286.65	\$ 270.31
BLDG 3303	EAST COURTS	101 WEST JEFFERSON ST	#2 PASSENGER ELEVATOR	Traction - Passenger	DOVER	\$ 286.65	\$ 270.31
BLDG 3303	EAST COURTS	101 WEST JEFFERSON ST	#3 PASSENGER ELEVATOR	Traction - Passenger	DOVER	\$ 286.65	\$ 270.31
BLDG 3303	EAST COURTS	101 WEST JEFFERSON ST	#4 PASSENGER ELEVATOR	Traction - Passenger	DOVER	\$ 286.65	\$ 270.31
BLDG 3303	EAST COURTS	101 WEST JEFFERSON ST	#5 PASSENGER ELEVATOR	Traction - Passenger	DOVER	\$ 286.65	\$ 270.31
BLDG 3303	EAST COURTS	101 WEST JEFFERSON ST	#6 PASSENGER ELEVATOR	Traction - Passenger	DOVER	\$ 286.65	\$ 270.31
BLDG 3303	EAST COURTS	101 WEST JEFFERSON ST	#7 JAIL PASSENGER ELEV	Traction - Passenger	DOVER	\$ 286.65	\$ 270.31
BLDG 3303	EAST COURTS	101 WEST JEFFERSON ST	FOOD SERVICE KITCHEN FREI	Hydraulic - Freight	DOVER	\$ 121.38	\$ 114.47
BLDG 3303	EAST COURTS	101 WEST JEFFERSON ST	LIBRARY PASSENGER ELEV	Hydraulic - Passenger	DOVER	\$ 121.38	\$ 114.47
BLDG 3401	OLD COURTHOUSE	125 WEST WASHINGTON	#14 PASSENGER ELEVATOR	Traction - Passenger	MCE	\$ 286.65	\$ 270.31
BLDG 3401	OLD COURTHOUSE	125 WEST WASHINGTON	#15 PASSENGER ELEVATOR	Traction - Passenger	MCE	\$ 286.65	\$ 270.31
BLDG 3401	OLD COURTHOUSE	125 WEST WASHINGTON	#16 PASSENGER ELEVATOR	Traction - Passenger	MCE	\$ 286.65	\$ 270.31
BLDG 3309	MCSO MADISON JAIL	225 WEST MADISON ST	#1 PASSENGER ELEVATOR	Traction - Passenger	DOVER	\$ 286.65	\$ 270.31
BLDG 3309	MCSO MADISON JAIL	225 WEST MADISON ST	#2 PASSENGER ELEVATOR	Traction - Passenger	DOVER	\$ 286.65	\$ 270.31
BLDG 3309	MCSO MADISON JAIL	225 WEST MADISON ST	#3 PASSENGER ELEVATOR	Traction - Passenger	DOVER	\$ 286.65	\$ 270.31
BLDG 3309	MCSO MADISON JAIL	225 WEST MADISON ST	#4 PASSENGER ELEVATOR	Traction - Passenger	DOVER	\$ 286.65	\$ 270.31
BLDG 3309	MCSO MADISON JAIL	225 WEST MADISON ST	#5 PASSENGER ELEVATOR	Traction - Passenger	DOVER	\$ 286.65	\$ 270.31
BLDG 3309	MCSO MADISON JAIL	225 WEST MADISON ST	#6 PASSENGER ELEVATOR	Traction - Passenger	DOVER	\$ 286.65	\$ 270.31
BLDG 3317	FORENSIC PARKING GARAGE	701 WEST JEFFERSON	#2 PASSENGER ELEVATOR	Traction - Passenger	THYSSEN	\$ 286.65	\$ 270.31
BLDG 3317	FORENSIC PARKING GARAGE	701 WEST JEFFERSON	#3 PASSENGER ELEVATOR	Traction - Passenger	THYSSEN	\$ 286.65	\$ 270.31
BLDG 3317	FORENSIC PARKING GARAGE	701 WEST JEFFERSON	#4 PASSENGER ELEVATOR	Traction - Passenger	THYSSEN	\$ 286.65	\$ 270.31
BLDG 3317	FORENSIC PARKING GARAGE	701 WEST JEFFERSON	#5 PASSENGER ELEVATOR	Traction - Passenger	THYSSEN	\$ 286.65	\$ 270.31
BLDG 3320	FORENSIC SCIENCE CENTER	701 WEST JEFFERSON	#1 PASSENGER ELEVATOR	Hydraulic - Passenger	DOVER	\$ 121.38	\$ 114.47
BLDG 3315	JACKSON CUSTOMER SERV CTR	601 WEST JACKSON ST	#1 GARAGE PASS ELEV	Traction - Passenger	THYSSEN	\$ 286.65	\$ 270.31
BLDG 3315	JACKSON CUSTOMER SERV CTR	601 WEST JACKSON ST	#2 GARAGE PASS ELEV	Traction - Passenger	THYSSEN	\$ 286.65	\$ 270.31
BLDG 3315	JACKSON CUSTOMER SERV CTR	601 WEST JACKSON ST	#3 GARAGE PASS ELEV	Traction - Passenger	THYSSEN	\$ 286.65	\$ 270.31
BLDG 3315	JACKSON CUSTOMER SERV CTR	601 WEST JACKSON ST	#4 GARAGE PASS ELEV	Traction - Passenger	THYSSEN	\$ 286.65	\$ 270.31
BLDG 3315	JACKSON CUSTOMER SERV CTR	601 WEST JACKSON ST	#5 GARAGE PASS ELEV	Traction - Passenger	THYSSEN	\$ 286.65	\$ 270.31
BLDG 3315	JACKSON CUSTOMER SERV CTR	601 WEST JACKSON ST	#6 PASSENGER ELEVATOR	Hydraulic - Passenger	THYSSEN	\$ 121.38	\$ 114.47
BLDG 3315	JACKSON CUSTOMER SERV CTR	601 WEST JACKSON ST	#7 PASSENGER ELEVATOR	Hydraulic - Passenger	THYSSEN	\$ 121.38	\$ 114.47
BLDG 4052	CHAMBERS BLDG	301 SOUTH 4TH AVE	#1 PASSENGER ELEVATOR	Hydraulic - Passenger	DOVER	\$ 121.38	\$ 114.47
BLDG 4052	CHAMBERS BLDG	301 SOUTH 4TH AVE	#2 WHEELCHAIR LIFT	WCL	WHEELVATR	\$ 64.35	\$ 60.68
BLDG 4052	CHAMBERS BLDG	301 SOUTH 4TH AVE	#3 WHEELCHAIR LIFT	WCL	WHEELVATR	\$ 64.35	\$ 60.68
BLDG 4039	1 WEST MADISON	1 WEST MADISON	#1 PASSENGER ELEVATOR	Hydraulic - Passenger	RELIABLE	\$ 121.38	\$ 114.47
BLDG 6202	MATERIALS MANAGEMENT	320 WEST LINCOLN	#1 PASSENGER ELEVATOR	Hydraulic - Passenger	MCE	\$ 121.38	\$ 114.47

BLDG 3302	MCSO MAIN JAIL	120 SOUTH 1ST AVE	EAST PASSENGER ELEV	Traction - Passenger	MONTGOMER	\$	286.55	\$	270.31
BLDG 3302	MCSO MAIN JAIL	120 SOUTH 1ST AVE	VISITORS PASSENGER ELEV	Traction - Passenger	MONTGOMER	\$	286.55	\$	270.31
BLDG 3302	MCSO MAIN JAIL	120 SOUTH 1ST AVE	WEST PASSENGER ELEV	Traction - Passenger	MONTGOMER	\$	286.55	\$	270.31
BLDG 4137	SECURITY BUILDING	222 NORTH CENTRAL	#1 PASSENGER ELEVATOR	Gearless Passenger	OTIS	\$	286.55	\$	270.31
BLDG 4137	SECURITY BUILDING	222 NORTH CENTRAL	#2 PASSENGER ELEVATOR	Gearless Passenger	OTIS	\$	286.55	\$	270.31
BLDG 4137	SECURITY BUILDING	222 NORTH CENTRAL	#3 PASSENGER ELEVATOR	Gearless Passenger	OTIS	\$	286.55	\$	270.31
BLDG 4137	SECURITY BUILDING	222 NORTH CENTRAL	PLATFORM LIFT	Other - Equipment	MATOT	\$	64.35	\$	60.68
BLDG 2855	SOUTHEAST PUBLIC FACILITY	222 EAST JAVELINA	#1 FREIGHT ELEVATOR	Hydraulic - Freight	DOVER	\$	121.38	\$	114.47
BLDG 2855	SOUTHEAST PUBLIC FACILITY	222 EAST JAVELINA	#1 PASSENGER ELEVATOR	Traction - Passenger	DOVER	\$	121.38	\$	114.47
BLDG 2855	SOUTHEAST PUBLIC FACILITY	222 EAST JAVELINA	#2 PASSENGER ELEVATOR	Traction - Passenger	DOVER	\$	121.38	\$	114.47
BLDG 2855	SOUTHEAST PUBLIC FACILITY	222 EAST JAVELINA	#3 PASSENGER ELEVATOR	Traction - Passenger	DOVER	\$	121.38	\$	114.47
BLDG 2855	SOUTHEAST PUBLIC FACILITY	222 EAST JAVELINA	#4 PASSENGER ELEVATOR	Hydraulic - Passenger	DOVER	\$	121.38	\$	114.47
BLDG 2855	SOUTHEAST PUBLIC FACILITY	222 EAST JAVELINA	JAIL PASSENGER ELEVATOR	Hydraulic - Passenger	DOVER	\$	121.38	\$	114.47
BLDG 2860	SOUTHEAST REGIONAL PKG GAR	1840 SOUTH LEWIS	PARKING GARAGE PASS ELV	Hydraulic - Passenger	OTIS	\$	121.38	\$	114.47
BLDG 2856	SE JUVENILE COURT CENT	1810 SOUTH LEWIS	#1 PASSENGER ELEVATOR	Hydraulic - Passenger	DOVER	\$	121.38	\$	114.47
BLDG 2856	SE JUVENILE COURT CENT	1810 SOUTH LEWIS	#2 PASSENGER ELEVATOR	Hydraulic - Passenger	DOVER	\$	121.38	\$	114.47
BLDG 2814	MESA DAY CENTER	245 N CENTENNIAL WAY	#1 PASSENGER ELEVATOR	Hydraulic - Passenger	DOVER	\$	121.38	\$	114.47
BLDG 1401	MCDOT ADMIN	2901 WEST DURANGO	#1 PASSENGER ELEVATOR	Hydraulic - Passenger	DOVER	\$	121.38	\$	114.47
BLDG 1401	FLOOD CONTROL ADMIN	2801 WEST DURANGO	#1 PASSENGER ELEVATOR	Hydraulic - Passenger	DOVER	\$	121.38	\$	114.47
BLDG 1513	DURANGO PARKING GARAGE	3325 WEST DURANGO	#1 PASSENGER ELEVATOR	Hydraulic - Passenger	KONE	\$	121.38	\$	114.47
BLDG 1513	DURANGO PARKING GARAGE	3325 WEST DURANGO	#2 PASSENGER ELEVATOR	Hydraulic - Passenger	KONE	\$	121.38	\$	114.47
BLDG 1513	DURANGO PARKING GARAGE	3325 WEST DURANGO	#3 PASSENGER ELEVATOR	Hydraulic - Passenger	KONE	\$	121.38	\$	114.47
BLDG 1715	JUVENILE DURANGO COURT	3131 WEST DURANGO	#1 PASSENGER ELEVATOR	Hydraulic - Passenger	OTIS	\$	121.38	\$	114.47
BLDG 1715	JUVENILE DURANGO COURT	3131 WEST DURANGO	#2 PASSENGER ELEVATOR	Hydraulic - Passenger	OTIS	\$	121.38	\$	114.47
BLDG 1715	JUVENILE DURANGO COURT	3131 WEST DURANGO	#3 PASSENGER ELEVATOR	Hydraulic - Passenger	OTIS	\$	121.38	\$	114.47
BLDG 1715	JUVENILE DURANGO COURT	3131 WEST DURANGO	#4 PASSENGER ELEVATOR	Hydraulic - Passenger	OTIS	\$	121.38	\$	114.47
BLDG 1715	JUVENILE DURANGO COURT	3131 WEST DURANGO	#5 PASSENGER ELEVATOR	Hydraulic - Passenger	OTIS	\$	121.38	\$	114.47
BLDG 1951	TRAINING ACADEMY	2627 SOUTH 35TH AVENUE	#1 PASSENGER ELEVATOR	Hydraulic - Passenger	OTHER	\$	121.38	\$	114.47
BLDG 1952	PROPERTY AND EVIDENCE	3420 WEST LOWER BUCKEYE	#1 WHEELCHAIR LIFT	WCL	WHEELVATR	\$	64.35	\$	60.68
BLDG 1952	PROPERTY AND EVIDENCE	3420 WEST LOWER BUCKEYE	#2 WHEELCHAIR LIFT	WCL	WHEELVATR	\$	64.35	\$	60.68
BLDG 3846	DEPT OF PUBLIC HEALTH	1645 EAST ROOSEVELT	#1 PASSENGER ELEVATOR	Hydraulic - Passenger	OTHER	\$	121.38	\$	114.47
BLDG 3846	DEPT OF PUBLIC HEALTH	1645 EAST ROOSEVELT	#2 SERVICE ELEVATOR	Hydraulic - Passenger	OTHER	\$	121.38	\$	114.47
BLDG 4166	ADULT PROBATION	2445 WEST INDIANOLA	#1 PASSENGER ELEVATOR	Hydraulic - Passenger	OTHER	\$	121.38	\$	114.47
BLDG 4012	HCH HOMELESS OUTREACH	1201 WEST MADISON	WHEELCHAIR LIFT	WCL	MATOT	\$	64.35	\$	60.68
BLDG 3321	SANTA FE DEPOT	501 W JACKSON STREET	WHEELCHAIR LIFT	WCL	UNKNOWN	\$	64.35	\$	60.68
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#1 ESCALATOR	Escalator - Glass	SCHINDLER	\$	500.00	\$	468.90
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#1 PASSENGER ELEVATOR	Gearless Passenger	SCHINDLER	\$	500.00	\$	450.00
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#10 JUDGES PASS ELEV	Traction - Passenger	SCHINDLER	\$	350.00	\$	300.00
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#11 CUSTODY PASS ELEV	Traction - Passenger	SCHINDLER	\$	350.00	\$	300.00
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#12 JUDGES PASS ELEV	Traction - Passenger	SCHINDLER	\$	350.00	\$	300.00
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#13 CUSTODY PASS ELEV	Traction - Passenger	SCHINDLER	\$	350.00	\$	300.00
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#14 CUSTODY PASS ELEV	Traction - Passenger	SCHINDLER	\$	350.00	\$	300.00
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#15 CUSTODY PASS ELEV	Traction - Passenger	SCHINDLER	\$	350.00	\$	300.00
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#16 CUSTODY PASS ELEV	Traction - Passenger	SCHINDLER	\$	350.00	\$	300.00
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#19 KITCHEN PASS ELV	Hydraulic - Passenger	SCHINDLER	\$	135.00	\$	114.47
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#2 ESCALATOR	Escalator - Glass	SCHINDLER	\$	500.00	\$	468.90
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#2 PASSENGER ELEVATOR	Gearless Passenger	SCHINDLER	\$	500.00	\$	450.00
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#3 ESCALATOR	Escalator - Glass	SCHINDLER	\$	500.00	\$	468.90
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#3 PASSENGER ELEVATOR	Gearless Passenger	SCHINDLER	\$	500.00	\$	450.00
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#4 ESCALATOR	Escalator - Glass	SCHINDLER	\$	500.00	\$	468.90
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#4 PASSENGER ELEVATOR	Gearless Passenger	SCHINDLER	\$	500.00	\$	450.00
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#5 ESCALATOR	Escalator - Glass	SCHINDLER	\$	600.00	\$	550.00
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#5 PASSENGER ELEVATOR	Gearless Passenger	SCHINDLER	\$	500.00	\$	450.00
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#6 ESCALATOR	Escalator - Glass	SCHINDLER	\$	600.00	\$	550.00
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#6 PASSENGER ELEVATOR	Gearless Passenger	SCHINDLER	\$	500.00	\$	450.00
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#7 PASSENGER ELEVATOR	Gearless Passenger	SCHINDLER	\$	500.00	\$	450.00
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#8 PASSENGER ELEVATOR	Gearless Passenger	SCHINDLER	\$	500.00	\$	450.00
BLDG 3325	SUPERIOR SOUTH COURT TOWER	175 WEST MADISON ST	#9 CUSTODY PASS ELEV	Traction - Passenger	SCHINDLER	\$	350.00	\$	300.00
BLDG 2891	PNI BASELINE RD BLDG	106 EAST BASELINE RD	PASSENGER ELEVATOR	Hydraulic - Passenger	OTIS	\$	121.41	\$	114.47

TOTAL MONTHLY COST, inclusive of tax

\$ 34,480.87 \$ 32,048.57

ANNUAL COST, inclusive of tax

\$ 413,770.44 \$384,582.84

ANNUAL SAVINGS

\$ 29,187.60

BELOW UNITS ADDED TO CONTRACT EFFECTIVE 11/14/2015

BLDG 3318	MCSO HEADQUARTERS	550 WEST JACKSON	#1 PASSENGER ELEVATOR	Traction - EcoSystem	KONE	(Warranty Period)	\$	295.25
BLDG 3318	MCSO HEADQUARTERS	550 WEST JACKSON	#2 PASSENGER ELEVATOR	Traction - EcoSystem	KONE	(Warranty Period)	\$	295.25
BLDG 3318	MCSO HEADQUARTERS	550 WEST JACKSON	#3 PASSENGER ELEVATOR	Traction - EcoSystem	KONE	(Warranty Period)	\$	295.25
BLDG 3318	MCSO HEADQUARTERS	550 WEST JACKSON	#4 PASSENGER ELEVATOR	Traction - EcoSystem	KONE	(Warranty Period)	\$	295.25

*** THE BELOW NON-MAINTENANCE (BILLABLE) LABOR RATES SHALL REMAIN VALID UNDER THIS AGREEMENT THROUGH MAY 31, 2015. ***

Non-maintenance (billable) labor rates:

Prices are "per man, per hour"

Business Hours:

Foreman	\$149.06
Mechanic	\$149.06
Helper	\$124.68
Trip charge	\$100.00

After Hours and Saturday:

Foreman	\$223.10
Mechanic	\$223.10
Helper	\$183.92
Trip charge	\$150.00

Holidays and Sundays:

Foreman	\$223.10
Mechanic	\$223.10
Helper	\$183.92
Trip charge	\$150.00

*** EFFECTIVE JUNE 1, 2015, THE US COMMUNITIES NON-MAINTENANCE (BILLABLE) LABOR RATES PROVIDED HEREIN SHALL BECOME THE CONTRACTED LABOR RATES THROUGH THE REMAINDER OF THIS CONTRACT TERM, 3/31/2019. ***

LOCATION		POSITION					
		2014 LICENSED MECHANIC			2014 MECHANIC HELPER		
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS
126	Honolulu, HI	\$ 188.14	\$ 319.83	\$ 376.27	\$ 171.40	\$ 291.38	\$ 342.80
131	Albuquerque, NM/El Paso, TX	\$ 160.52	\$ 272.89	\$ 321.05	\$ 137.47	\$ 233.70	\$ 274.94
132	Madison, WI & Rockford, IL	\$ 178.49	\$ 303.43	\$ 356.98	\$ 148.29	\$ 252.09	\$ 296.58
133	Austin, TX	\$ 159.48	\$ 271.11	\$ 318.95	\$ 131.08	\$ 222.84	\$ 262.17
135	Charlotte, NC/Columbia, SC	\$ 154.47	\$ 262.60	\$ 308.94	\$ 154.05	\$ 261.89	\$ 308.11
138	Poughkeepsie, NY	\$ 199.72	\$ 339.52	\$ 399.44	\$ 178.67	\$ 303.73	\$ 357.33
139	Orlando, FL	\$ 172.69	\$ 293.57	\$ 345.37	\$ 157.02	\$ 266.93	\$ 314.03
140	Phoenix - Tucson, AZ	\$ 173.46	\$ 294.88	\$ 346.91	\$ 148.88	\$ 253.09	\$ 297.75

**NATIONAL PRICING
MATERIALS AND PARTS MARK-UP**

1. Contractor is to provide its mark-up for materials and parts for repairs, upgrades and modernization.

IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	PERCENTAGE MARK-UP FOR MATERIALS AND PARTS
1	New York, NY, Newark, NJ	10% profit 15% overhead from list
2	Chicago, IL	10% profit 15% overhead from list
3	St. Louis, MO & Evansville, IN	10% profit 15% overhead from list
4	Boston, MA & Portland, ME	10% profit 15% overhead from list
5	Philadelphia, PA	10% profit 15% overhead from list
6	Pittsburgh/Erie/Wheeling	10% profit 15% overhead from list
7	Baltimore, MD	10% profit 15% overhead from list
8	San Francisco, CA	10% profit 15% overhead from list
9	Minneapolis/Duluth, MN	10% profit 15% overhead from list
10	Washington, D C	10% profit 15% overhead from list
11	Cincinnati, OH	10% profit 15% overhead from list
12	Kansas City, MO & Wichita, KS	10% profit 15% overhead from list
14	Buffalo, NY	10% profit 15% overhead from list
15	Milwaukee/Green Bay, WI	10% profit 15% overhead from list
16	New Orleans, LA/Jackson, MS	10% profit 15% overhead from list
17	Cleveland, OH	10% profit 15% overhead from list
18	Los Angeles, CA/Las Vegas, NV	10% profit 15% overhead from list
19	Seattle, WA, Spokane, WA & Billings, MT	10% profit 15% overhead from list
19	Anchorage, Alaska	10% profit 15% overhead from list
20	Louisville, KY	10% profit 15% overhead from list
21	Dallas/Ft. Worth, TX	10% profit 15% overhead from list
23	Portland, OR	10% profit 15% overhead from list
24	Birmingham, AL	10% profit 15% overhead from list
25	Denver, CO	10% profit 15% overhead from list
27	Rochester, NY	10% profit 15% overhead from list

132	Madison, WI & Rockford, IL	10% profit 15% overhead from list
133	Austin, TX	10% profit 15% overhead from list
135	Charlotte, NC/Columbia, SC	10% profit 15% overhead from list
138	Poughkeepsie, NY	10% profit 15% overhead from list
139	Orlando, FL	10% profit 15% overhead from list
140	Phoenix - Tucson, AZ	10% profit 15% overhead from list

**NATIONAL PRICING
PREVENTATIVE MAINTENANCE**

CONTRACTOR COMPANY NAME: KONE, Inc.

Contractor shall list all pricing components and the percentage of total cost for each element to include furnishing of all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement of parts as specified in the Request for Proposal.

PRICING COMPONENT	PERCENTAGE OF TOTAL COST
Parts	15%
Labor	60%
Overhead and Profit	25%
List all other pricing elements	

1.0 TECHNICAL SPECIFICATIONS:

- 1.1 Contractor shall furnish all necessary labor, supervision, tools, equipment, parts, transportation, and all effort necessary to perform the required services at the County facilities designated.
- 1.2 Due to the nature of many County facilities operating on a seven (7) day / twenty-four (24) hour schedule, the contractor awarded this bid shall make available to the County services 365 days per year, 24 hours per day.
- 1.3 Contractor's Mechanic must check in and out with the County Representative on each visit in the downtown Phoenix complex. Removal of elevators from service shall be coordinated with and approval of FMD.
- 1.4 Service Hours:
 - 1.4.1 REGULAR SERVICE shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.
 - 1.4.1.1 Response time shall be one (1) hour on-site for the Downtown Phoenix Complex. In outlying areas, the response time shall be two (2) hours.
 - 1.4.2 AFTER HOURS shall be work performed after 6:00 PM and before 6:00 AM the next morning and Saturday work.
 - 1.4.2.1 Response time shall be one (1) hour on-site for the Downtown Phoenix Complex. In outlying areas, the response time shall be two (2) hours.
 - 1.4.3 SUNDAYS & HOLIDAYS shall be work performed during Sundays or during any County holiday.
 - 1.4.3.1 Response time shall be two (2) hours on-site for the Downtown Phoenix Complex. In outlying areas the response time shall be three (3) hours.
 - 1.4.4 ENTRAPMENTS: Response time shall be Downtown Phoenix: During normal business hours, twenty (20) minutes. All other times, the response time shall be one (1) hour.
 - 1.4.4.1 Outlying Sites: During normal business hours, one (1) hour. All other times, the response time shall be one (1) hour.
- 1.5 All labor under this full maintenance contract shall be at no additional cost (except for exclusions. See §2.9) whether the technician is called out under any of the aforementioned time schedules. Additionally, requested calls for entrapments shall be included in the full maintenance cost, on condition that the entrapment was not caused by vandalism.
- 1.6 Service Calls:
 - 1.6.1 Repair service shall be furnished upon request at the Contractor's expense during any time schedule (See §2.4).
 - 1.6.2 This contract is a full-service, all-inclusive maintenance contract. All service calls are at no additional cost. Exceptions to this are service include:
 - 1.6.2.1 Requests caused by vandalism, or damage caused by storms, or by damage caused by the County. Therefore, all repair trouble calls and parts shall be at no charge to the County regardless of the time of day or day of the week.
 - 1.6.2.2 Trip charges are allowed should the contractor respond to a service call and be denied access to the elevator to perform service. These instances will be reported to the Boiler Room at the time access is denied.

1.6.2.3 New devices as may be recommended or directed by insurance companies or by federal, state, municipal or other government authorities. This to be a separate billable item. After installation, it shall become part of the contracted maintenance program at no additional cost.

1.6.2.4 Underground piping.

1.7 It is suggested that bidders examine all of the listed units and make a thorough survey of the equipment designated herein and so certify. Inspections of the units will be available to any bidder wishing to examine such. Schedules will be established at the pre-bid meeting.

1.8 Reports:

1.8.1 Service, Maintenance, Repairs and Emergency Call Reports:

1.8.1.1 Frequency: Weekly

1.8.1.2 Contractor to supply a computer generated report on service, maintenance (PM), repairs, and emergency calls. These reports shall consist of preventative maintenance report records and trend logs on all equipment in this contract. The reports shall be provided to FMD. Trend log reports shall list and compare all repairs, emergency calls, and preventative maintenance for each elevator. The reports must be in Microsoft Excel on 3.5 disks. These reports shall include comparison with all other County elevators. Reports shall contain the following information:

- 1.8.1.2.1 Requesters Name
- 1.8.1.2.2 Contract Serial Number
- 1.8.1.2.3 FMD Building Number
- 1.8.1.2.4 Building Address
- 1.8.1.2.5 Machine And Car Number
- 1.8.1.2.6 Service Requesters Name And Phone Number
- 1.8.1.2.7 Time Mechanic Paged
- 1.8.1.2.8 Time Mechanic Responds To Page
- 1.8.1.2.9 Time Mechanic Arrival On Site
- 1.8.1.2.10 Time Work Is Completed
- 1.8.1.2.11 Mechanic's Name And Job Title
- 1.8.1.2.12 Number Of Calls Year-To-Date For Each Elevator
- 1.8.1.2.13 Description Of Problem With Elevator
- 1.8.1.2.14 Work And Parts Required For Repair
- 1.8.1.2.15 Is This A Re-Occurring Problem
- 1.8.1.2.16 Vandalism (Yes or No)
- 1.8.1.2.17 Billable (Yes or No)
- 1.8.1.2.18 Elevator Occupied During Failure (Yes or No)

1.8.2 Response for Regular Maintenance Inspection Report:

1.8.2.1 Frequency: After Each Inspection

1.8.2.2 Upon completion of regular maintenance inspection services the Contractor shall furnish a written report of each inspection to the FMD technical specialist. Reports shall advise of any repairs or repair parts that are necessary to maintain the equipment in acceptable operating condition, as set forth in these specifications.

1.9 Exclusions:

1.9.1 The following work is excluded from this contract and is not the responsibility of the Contractor.

1.9.1.1 Main power supply feeders, switches and fuses.

1.9.1.2 Fire alarm devices and wiring up to the controller.

1.10 Some elevator sites are monitored by computer equipment. The sites below have such monitoring devices. The Contractor shall not be responsible for this equipment:

1.10.1 East Court Building

1.10.2 Central Court Building

1.10.3 West Court Building

1.11 Buildings Scheduled for Elevator Renovation/Modernization:

Should any elevator under contract be renovated or replaced, it will be accomplished under article 5 procurement. That elevator will be removed from this maintenance contract until their warranty period expires.

1.12 Elevator/Escalator Out Of Service More Than Five Days:

If an elevator/escalator is down for five calendar days (exception: modernization) in a calendar month, on the sixth day and every day thereafter, the Contractor shall deduct from the monthly invoice an amount equal to 1/30th of the total monthly cost, proportionate to the quantity of elevators in the building, for each day until the unit is restored to full service.

1.13 Traction Elevators:

1.13.1 Under the full maintenance program, the Contractor shall maintain the following, repair or replacement parts as necessary, but not limited to:

1.13.1.1 Machine drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contacts, linings and component parts, gears, worms, thrusts.

1.13.1.2 Motor and motor generator, motor and generator windings, rotating element, commutator, brushes, brush holders and bearings, SCR variable voltage drives and components.

1.13.1.3 Controllers, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tape or cable and mechanical and electrical driving equipment.

1.13.1.4 Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.

1.13.1.5 Deflector, car and counterweight sheaves, bearings, car and counterweight buffers, car and counterweight guide rails and brackets, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers and gibs.

1.13.1.6 Hoist way door interlocks, hoist way door hangers, bottom door guides and auxiliary door closing devices. Automatic door operator, car door hanger, car door contact, all door protective devices, load-weighting equipment, car frames, car safety mechanism, platform, platform flooring, elevator car guide shoes, gibs and rollers, signal and operating fixtures including lights, buzzers and gongs and all signal and operating fixtures.

1.13.1.7 Renew all wire ropes as often as is necessary or if 'bleeding' or fraying occurs to maintain an adequate factor of safety, and equalize the tension on all hoisting ropes. Repair or replace conductor cables and hoist way and machine room

elevator wiring, as included in the full maintenance service at no additional cost to the County.

1.13.1.8 Shorten and reshackle hoist cables if stretching of ropes makes this necessary.

1.13.1.9 For freight elevators with vertical lifting or collapsible car gates and bi-parting, vertical lifting doors or hoist way gates or sidewalk doors, the Contractor shall:

1.13.1.9.1 Keep car gates in balance for easy operation, renew or repair interlocks and retiring cams, replace damaged door astragals and worn door guides.

1.13.1.9.2 The Contractor shall check the condition and operation of the scanning device and safety edges on car doors and of light rays on car at every visit and, if light rays are inoperative, shall repair them within 24 hours. If, in the Contractor's opinion, the light rays are not maintainable, he shall replace them at no cost to the County and units shall be solid state "Duo Path" as manufactured by the Innovation Company or T.L. Jones electronic scanning devices.

1.13.1.9.3 Maintain self-contained air conditioning units and all associated components (e.g. condensate drain lines, vents).

1.14 Hydraulic Elevators:

1.14.1 Under the full maintenance program, the Contractor shall maintain the following, repair or replacement parts as necessary, but not limited to:

1.14.1.1 Pumping plant, valves, exposed piping, fittings, pistons (unless damaged by corroded cylinder failure), packing, tank, heaters and mufflers

1.14.1.2 Materials covered by traction elevators as applicable

1.14.1.3 Furnish all oil, lubricants, packing and other materials required

1.15 Escalators:

Under the full maintenance program, the Contractor shall maintain the following, repair or replacement parts as necessary, but not limited to: Machine brake, sprockets, drives, handrails, and step chains, chain and step rollers and bearings, comb teeth, step treads, tracks, all bearings for sprockets, sheaves, newel wheels, contacts, coils and skirt switches.

1.16 Dumbwaiters:

Under the full maintenance program, the Contractor shall maintain the following, repair or replacement parts as necessary, but not limited to the same as traction elevators as outlined in 2.13.

1.17 Performance Requirements:

1.17.1 Elevators shall be adjusted to meet the following basic performance standards and shall maintain these standards for the life of the contract:

1.17.1.1 Operating characteristics:

1.17.1.1.1 Starting, acceleration, stopping, leveling shall be smooth and free from jars or bumps.

1.17.1.1.2 Full speed riding shall be without swaying or vibration.

1.17.1.1.3 Elevator and door operation shall be quiet.

1.17.1.1.4 Stop made upon operation of emergency stop switch shall be more rapid than routine stop but not violent.

1.17.1.1.5 Door pressure shall be maintained below thirty (30) pounds.

1.17.1.2 Maintain accurate leveling of $\pm 3/8$ " under all loading conditions, floor-to-floor times, and cycle times.

1.17.1.3 Group Supervisory System: Keep duplex and group contract system operating at design criteria at all times.

1.18 Elevator Tests:

1.18.1 Create a form for each test performed in this section, at the specified intervals, which describing tests, and deliver a signed copy to the County after a successful test has been concluded. This form will also describe any malfunctions along with any corrective action taken.

1.18.2 Fire Service Circuits:

1.18.2.1 Elevators provided with fire service or other special circuits shall be tested semi-annually to make certain that these devices are operating correctly and as designed. Advise the County at least one week in advance of these tests so that the County's representative can accompany the mechanic at the scheduled test. These tests will be scheduled after normal working hours or weekends. The Contractor shall coordinate with the fire alarm contractor to ensure proper operation. Fire service test shall include testing of each combustion detector where installed. (See also §2.9-b).

1.18.3 Hydraulic Fluid Test:

1.18.3.1 During the first year and every year thereafter, the Contractor will sample fluid on all hydraulic elevators. The sample will be forwarded to an approved laboratory for analysis. Analysis reports will be forwarded to the County. The Contractor shall take the necessary corrective action on all discrepancies noted by the Analysis Report.

1.18.4 Annual No-Load and Full-Load Test/Safety Mechanisms Test:

1.18.4.1 The Contractor shall examine periodically, the car safety devices and governors and conduct a full-load-test, full-speed test of the safety mechanism, over-speed governors, and car and counterweight buffers every five (5) years. The car balance shall be checked electrically and the governor adjusted. If required, the governor shall be recalibrated and sealed for proper tripping speed. No-load test shall be conducted annually. These tests shall be witnessed by the County representative responsible for that building and a written report shall be furnished indicating the results of such test. Reports shall be directed to the County representative. These tests shall comply with the requirements of the American Standard Safety Code for Elevators and the City of Phoenix Elevator Division and shall be witnessed by the County's representative. All testing shall be such as to permit annual licensing by the local jurisdiction having authority. All elevators listed Attachment A, PRICING have had a 5-year test.

1.18.5 Semi-annual Inspection By Local Municipalities:

1.18.5.1 It shall be the Contractors responsibility to coordinate with municipal authorities should they require their presence during such test.

1.19 Elevator Housekeeping:

1.19.1 Within the first three (3) months this contract is in effect, the Contractor shall thoroughly clean all elevator hoist ways, pits, car tops and machine rooms. In addition, during the same period of time, all car and hoist way door tracks, hangers, interlocks and closures shall be cleaned, lubricated and adjusted. Scheduled cleaning must be on going and at the following minimum intervals or more frequently, where conditions warrant.

1.19.1.1 Quarterly: Car tops, pits, machine rooms.

1.19.1.2 Semi-Annually: Hoist ways and door equipment.

1.20 The exterior of the machinery and any other parts of the equipment subject to rust shall be properly prepared, then painted and kept presentable at all times. Prior notification and approval by the technical specialist staff of FMD. The motor windings and control coils are to be periodically treated with proper insulating compound.

1.21 The Contractor shall promptly remove all debris resulting from any work. Debris such as wiping rags, empty oil cans, trash from pits, etc. will be put in closed metal containers as directed by the County and properly disposed of by the Contractor.

1.22 Parts:

1.22.1 The Contractor shall keep in each machine room an adequate supply of contacts, switch parts, coils, contacts, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses and other parts which are required for immediate replacement together with an adequate supply of lubricants and wiping rags. All supplies shall be stored in metal cabinets or shelves and shall remain on the premises. Provide closed metal containers for oily rags. All replacement parts shall be obtained from the original manufacturer unless approved by Maricopa County.

1.22.2 Obsolete Parts:

1.22.2.1 The Contractor shall have the resources to access parts that are found to be obsolete. Obsolete parts must be brought to the attention of the FMD Life Safety staff. If parts cannot be replaced due to obsolescence and not available from any source, the Contractor shall:

1.22.2.2 Replace with current model of obsolete part, or

1.22.2.3 Manufacture a replacement part, or

1.22.2.4 Repair/rebuild the obsolete part, or

1.22.2.5 Recommend to the County other alternatives and/or upgrades.

1.22.3 Contractor shall certify that the original equipment manufacturer's major machine components such as motor elements, machine assemblies, worm gears and other special parts, not stocked locally, can be delivered by air freight within 48 hours should emergency conditions warrant. Any such deliveries shall however, be at no additional cost to the County (Except for vandalism).

1.23 Wiring and Construction Prints:

All wiring and construction printing or diagrams of elevator systems covered under this contract are the property of the County and upon termination of this contract shall be delivered to the County. All changes in circuitry made by the Contractor shall be approved by Facilities Management Department and properly recorded on the diagram including date of change and name of person making same.

1.24 Keys:

All keys used on the elevators are for the purpose of maintenance or any services are the property of the Maricopa County Facilities Management Department and upon termination of this contract shall be delivered to the Facilities Management Department. Keys include, but are not limited to: machine room keys, hoist way access, service cabinets, light and fan, photo eye, lockouts, fire emergency, emergency service, electrical cabinets, spare parts cabinet and emergency exit. Keys shall not be duplicated for any reason without permission from the Facilities Management Department.

1.25 Upgrades:

If it is determined that elevator controls/mechanisms are obsolete due to technical advancements, the Contractor may be asked to provide a written cost estimate to the County for replacement. The County may obtain cost estimates from outside this contract to ensure pricing is fair and reasonable.

1.26 Additional Project Work and Time & Materials (billable):

1.26.1 Work requested that is not under the full maintenance program, described as “Assigned Work” under the City and County of Denver Colorado Contract # 201414653 shall be acquired through a project request or time and materials. Time and Materials work shall be limited to \$25,000 unless in the case of emergencies. Project work shall mean work performed from the amount of \$1.00 to any amount which in the best interest of the County, and would be more advantageous to be performed as “all inclusive” as opposed to time and materials. The Contractor(s) assigned to this contract shall be provided a request for project quote containing a detailed Scope of Work. Contractors are not to submit their own project quote sheets (exceptions: if the contractor’s quote sheet has no terms and conditions and no provisions for a signature from the County). If the Contractor’s quote sheet contains any of the aforementioned, it shall be returned. All terms and conditions are only those established under this agreement. Examples of project work, but not limited to: upgrade controls or other components; replacement of interior panels; replacement of floor covering; or installation of additional safety devices. All additional labor charges outside the Scope of Work for projects are those labor rates established in Attachment A, PRICING.

1.26.2 Project work to include modifications, upgrades, or any other work as deemed necessary by the County.

1.26.3 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work. If project work, do not itemize labor and materials.

1.26.4 The submitted project price quote is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and/or longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.

1.26.5 Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified site meeting may be held to ensure the contractor is aware of important issues regarding the project.

1.27 County’s Right to Inspect:

1.27.1 The County may elect to have the performance of specific elevators evaluated and test witnessed by a neutral party at intervals not more frequent than annually. The Contractor shall provide the necessary manpower and tools, instruments, test weights, etc. required

without additional cost to the County to conduct the tests. The cost (if any) of the neutral party shall be incurred by the County.

1.27.2 The County may retain the services of an independent elevator consultant to inspect the elevator performance covered under this maintenance contract. These inspections may be made on a yearly basis during the course of this contract. The cost of this independent consultant shall be incurred by the County.

1.27.3 The elevator consultant will issue the results of these inspections to the County. If non-compliance items are included in the report, the County will issue a punch list to the Contractor who shall complete those items within (30) thirty days after notice at no additional cost to the County providing the punch list items are covered under the maintenance program.

1.28 State and/or City Inspections:

Submit to the County Representative corrective action on all noncompliance items from inspection conducted by State and/or local municipality elevator inspectors, in writing, within 30 days of the inspection.

1.29 Technical Training to County Staff:

The Contractor shall be required to provide technical training for elevator/escalator systems to County staff. These training sessions will be on-request by FMD safety staff. The training requested may be for old or new technology. The training will be held at a County facility, or if deemed necessary, the Contractor's facility. Training aids if necessary (i.e., service manuals, mock-up equipment; etc.) shall be provided by the Contractor. The County under a separate purchase order may purchase Service manuals. The Contractor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation. The cost of this service will be line item priced in Attachment A, PRICING. Technical training shall be performed during regular business hours.

1.30 Employees of the Contractor:

No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Familiarization with equipment and county business process' should replacement or temporary labor be utilized, is the responsibility of the contractor.

1.31 Removal Of Contractor's Employees:

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract any employee who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Maricopa County.

1.32 Required Background Checks:

1.32.1 Due to the nature of providing service to all types of County agencies, the Contractor's staff assigned to this contract shall be required to obtain clearances/ID badges for the following agencies:

1.32.1.1 Maricopa County Sheriff's Office

1.32.1.2 County Attorney's Office

1.32.1.3 Superior Court

1.32.2 This requirement is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The County shall

incur the cost for this requirement. Contractor shall not assign new employees to County sites unless background checks have been approved and ID badges issued.

1.33 CONTRACT AND CONTRACTOR QUALIFICATIONS:

1.33.1 Contractor shall be responsible to procure all required licenses and permits when and where applicable. Contractor must hold a current State of Arizona Registrar of Contractors License #L-12 for ELEVATORS. Copy of such must accompany bid package.

1.33.2 Compliance with Laws and Codes:

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

1.33.3 The Contractor must be in the elevator service business a minimum five (5) consecutive years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Proof of these requirements must accompany bid package.

1.33.4 The Contractor's service truck fleet shall carry sufficient supply of test equipment, tools, materials, and parts needed to repair elevator equipment. These requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award. All equipment/tools used by the Contractor must meet OSHA regulations.

1.33.5 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.

1.33.6 The Contractor shall make necessary repairs in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

1.33.7 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given one day to correct the work. Labor for all re-work will be at no cost to the County.

1.33.8 The County Facilities Management Department shall decide all questions or interpretations, which may arise as to the quality and acceptability of any work, performed under this contract. Under the provisions of the Maricopa County Procurement Code, MC1-906, unresolved disputes will be handled administratively and ultimately by the Office of Procurement Services.

1.34 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

1.35 INVOICES AND PAYMENTS:

1.35.1 The Contractor shall submit one (1) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

For Billable Time and Materials:

- Purchase order number or P-card notation;
- Terms as bid
- Contract serial number
- Description of work performed;
- Total labor hours;
- Labor rate as bid;
- Extended labor total;
- Itemized parts;
- Tax on parts/materials only;
- Grand total of invoice

For Billable Project Work:

- Purchase order number or P-card notation;
- Terms as bid
- Contract serial number
- project description,
- project cost,
- change order cost (if applicable)
- construction tax (if applicable, as some contractors position the tax in the project cost)
- Grand total of invoice.

1.35.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

1.35.3 Payment may be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

1.35.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

1.36 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

1.37 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

1.38 INDEMNIFICATION:

1.38.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

1.38.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

1.38.3 The scope of this indemnification does not extend to the sole negligence of County.

1.39 INSURANCE:

1.39.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

1.39.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

1.39.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

1.39.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

1.39.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

1.39.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

1.39.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

1.39.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

1.39.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

1.39.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

1.39.11 Workers' Compensation:

1.39.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

1.39.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

1.39.12 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

1.39.13 Certificates of Insurance.

1.39.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the

required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

1.39.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

1.39.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

1.39.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

1.40 ADDITIONS/DELETIONS OF SERVICE:

1.40.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

1.40.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

1.41 AMENDMENTS:

All amendments to this MOU shall be in writing and approved/signed by both parties. The Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

1.42 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

1.42.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy, and make use of, any and all said materials.

1.42.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

1.42.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

1.43 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

1.44 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

1.45 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any unethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

1.45.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

1.45.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

1.46 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.