

AGREEMENT

23-0726-ITB

Elevator Maintenance and Repair Services

This Agreement (the "agreement" or "contract"), 23-0726-ITB Elevator Maintenance and Repair Services, is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and Schindler Elevator Corporation whose primary address is 20 Whippany Road, Morristown, NJ 07960 (hereinafter "CONTRACTOR" or "Custodian") (jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:**A. Documents Comprising Agreement**

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. This Agreement
 - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 1/1/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - c. Solicitation Section 4, titled Special Terms & Conditions, attached as EXHIBIT 1.
 - d. Solicitation Section 5, titled Insurance Requirements, attached as EXHIBIT 2.
 - e. Contractor's response to Solicitation Section 6, titled Scope of Work / Specifications, attached as EXHIBIT 3.
 - f. Contractor's response to Solicitation Section 8, titled Pricing Proposal, attached as EXHIBIT 4 – PAYMENT SCHEDULE.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. Term

1. The initial term of this Agreement is for 36 months from the Effective Date ("Contract Term"). At the end of the initial term of this contract, this Agreement may be extended for two additional one-year periods, or such other renewal terms agreed to by the Parties.

C. Expenditures Cap

1. Notwithstanding the above, County expenditures under the Agreement will not exceed \$1,291,880.00 for the Thirty-Six (36) month Contract Term without a written amendment to this Agreement.

D. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor: Schindler Elevator Corp.

Signature: 

Print Name and Title: LAWRENCE HILLIARD JR. - GENERAL MANAGER

Date: 10/18/2023

For County:

Signature:

Print Name and Title:

Date:

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

EXHIBIT 1 – SOLICITATION SECTION 4 - SPECIAL TERMS & CONDITIONS**4.1. INTENT**

It is the intent of Pinellas County to establish an Agreement for Elevator Maintenance and Repair Services to be ordered, as and when required.

4.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions <https://pinellas.gov/county-standard-terms-conditions/> to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) (*if the Agreement includes software, online, or digital content services*)

Any terms required by law.

4.3. PRICING/PERIOD OF CONTRACT

Duration of the Agreement will be for a period of 36 Months with unit prices adjustable at 12 months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) or 4%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the Contractor's request for adjustment will be submitted between 90-120 days prior to Agreement anniversary date, utilizing the available index at the time of request. The Contractor adjustment request will not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120-day period above will not be considered.

4.4. TERM EXTENSION(S) OF CONTRACT

The Agreement may be extended subject to written notice of agreement from the County and successful respondent, for two (2) additional twelve (12) month period(s) beyond the primary contract period. Term

extensions will allow for an annual price adjustment at the time of renewal (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 4%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered. County has the right to request pricing decreases at any time.

4.5. PRE-COMMENCEMENT MEETING

Upon award of the Agreement, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific Agreement details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

4.6. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

4.7. ASBESTOS MATERIALS

The contractor must perform all Work in compliance with Federal, State, and local laws, statutes, rules, regulations, and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor must be properly licensed and/or certified for asbestos removal as required under Federal, State, and local laws, statutes, rules, regulations, and ordinances. The County is responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful contractor. The contractor must keep this copy on site at all times during the actual demolition.

4.8. SERVICES

1. **ADD/DELETE LOCATIONS SERVICES** - The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

4.9. GOODS & PRODUCTS

1. **DELIVERY/CLAIMS** - Prices quoted will be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) will be identified at time of order.

Successful contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

4.10. QUANTITIES

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

4.11. PERFORMANCE SECURITY

Not Applicable

EXHIBIT 2 – SOLICITATION SECTION 5 – INSURANCE REQUIREMENTS**5.1. INSURANCE (General)**

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

5.2. INSURANCE (Requirements)

1. Submittals should include the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
2. **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
3. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
4. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.
 1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
5. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers'

Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
 1. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor.
 2. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract.
 3. Provide that County will be an additional indemnified party of the subcontract.
 4. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability.
 5. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions.
 6. Assign all warranties directly to the County; and
 7. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

6. Each insurance policy and/or certificate shall include the following terms and/or conditions:
 1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
 3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 4. All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

5.3. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

1. Limits
 1. Employers' Liability Limits Florida Statutory
 1. Per Employee \$ 500,000
 2. Per Employee Disease \$ 500,000
 3. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

1. Limits
 1. Combined Single Limit Per Occurrence \$ 1,000,000
 2. Products/Completed Operations Aggregate \$ 2,000,000
 3. Personal Injury and Advertising Injury \$ 1,000,000
 4. General Aggregate \$ 2,000,000

5.5. BUSINESS AUTOMOBILE OR TRUCKER'S/GARAGE LIABILITY INSURANCE

To cover owned, hired, and non- owned vehicles. If the Vendor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Vendor can show that this coverage exists under the Commercial General Liability policy.

1. Limit
 1. Combined Single Limit Per Accident \$1,000,000

5.6. EXCESS OR UMBRELLA LIABILITY INSURANCE

Excess of the primary coverage required, in paragraphs above.

1. Limits
 1. Each Occurrence \$ 4,000,000
 2. General Aggregate \$ 4,000,000

5.7. CRIME/FIDELITY/FINANCIAL INSTITUTION INSURANCE

Coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

1. Limits
 1. Each Occurrence or Claim \$ 100,000
 2. General Aggregate \$ 100,000

5.8. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT 3 – SOLICITATION SECTION 6 – SCOPE OF WORK / SPECIFICATIONS**6.1. INTENT**

It is the intent of Pinellas County (County) to establish a full-service contract for Elevator Maintenance and Repair Services for elevators in County owned and leased facilities, as and when required.

6.2. NON-MANDATORY SITE VISITS

Interested bidders will be provided the opportunity to visit the facility sites prior to the question deadline on page 1 to inspect the sites where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. The optional site visits will be on dates and times as listed below.

Whether the bidder attended an optional site inspection or not, the bidder acknowledges to be satisfied with the nature and general location of the work; the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling, and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather, tides or similar physical conditions within the County, the confirmation and conditions of the terrain of the County; and the character of equipment and facilities needed to perform the work contemplated by this contract. Bidders shall carefully examine the entire service area of the proposed work and adjacent premises as well as the various means of approach and access to each segment. Bidders shall also make all necessary investigations to inform themselves thoroughly as to the facilities necessary for delivering, placing and operating the necessary equipment in order to overcome all difficulties involved in the completion of all the work in accordance with these specifications.

Any failure by the bidder to be acquainted with available information shall not relieve them of responsibility for properly estimating the difficulty or cost of successfully performing the work contemplated by this contract. The County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County. The County also assumes no responsibility for any understanding or representations that are not expressly written in the contract and related bid documents. The bidder shall accept no verbal specifications as a result of any tour or conversation. Questions must be submitted as outlined on page one. Any additions or deletions to these specifications shall be made in writing by the County Purchasing Department, via addendum to these specifications.

6.3. PRE-COMMENCEMENT MEETING

Upon award of bid, the County will coordinate a pre-commencement meeting with the successful bidder. The meeting will require bidder and the County Representative to review specific contract details and deliverable documents. Awarded vendor shall provide:

1. A list including names of personnel that will be assigned to this contract, whose responsibilities include management, coordinating, installation and servicing elevator equipment.
2. Copies of the Certificates of Competency credentials, as required by Florida Administrative Code Chapter 61C- 5.007, for the elevator technicians available to this contract.
3. Timeframe for the development and implementation of the MCP by the awarded vendor to be discussed and agreed upon between the County and the awarded vendor, along with proposed training schedule.
4. A description and location of the office and warehousing facilities that will be used to repair and maintain equipment for this project.

6.4. PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR

The Contractor is responsible for (1) determining and paying any fees that may be necessary to perform this contract and (2) determining and acquiring any and all permits and licenses required by any Federal, State, or local government entity, agency or board that may be necessary to perform this contract. The Contractor shall maintain all permits and licenses required to complete this contract.

6.5. WORKSITE SANITATION

At the end of each workday, the contractor shall remove from the premises the daily accumulation of waste materials or rubbish caused by his operations. Safety hazards will be immediately corrected by the contractor. The contractor is also responsible for ensuring that any subcontractor hired by him or his subcontractors totally cleanup the worksite at the completion of the work. If the contractor fails to clean up at the completion of the work, the County may clean the area and deduct the cost of such cleanup from the contractor's most current invoice. The contractor will not be responsible for cleaning up debris left by the County's employees, the public utilizing other areas in the vicinity of the worksite or debris/rubbish left by other contractors.

6.6. OBJECTIVE

The County intends to hire a Registered Elevator Contractor to perform preventive elevator maintenance and provide repair services for various types of vertical transportation equipment (elevator equipment) located in various facilities throughout the County.

Annual State Inspections, as required by Florida Statute 399.061 F.S., are performed by an independent 3rd party registered elevator company under a separate contract.

6.7. BACKGROUND

The County requires a Registered Elevator Contractor's expertise to facilitate proactive preventive maintenance to maximize equipment life and beneficial usage of the vertical transportation equipment (elevator equipment) listed in the contract specifications. This contract encompasses various facilities and types of equipment located throughout the County.

6.8. COMPLIANCE WITH LAWS

Successful bidder shall be required to abide by all existing laws, codes, rules and regulations set forth by appropriate authorities having jurisdiction in location where Services are performed, including but not limited to the following:

1. Florida Statute 399 Elevator Safety
2. Florida Administrative Code (Chapter 61 C-5)
3. Florida Building Code as adopted by the authority having jurisdiction.
4. ASME A17.1 Safety Code for Elevators and Escalators as adopted by the authority having jurisdiction.
5. ASME A17.2 Guide for Inspection of Elevators and Escalators as adopted by the authority having jurisdiction.
6. ASME A17.3 Safety Code for Existing Elevators and Escalators as adopted by the authority having jurisdiction.

7. ADAAG, Americans with Disabilities Act Accessibility Guidelines
8. NFPA 72. National Fire Alarm Code as adopted by the authority having jurisdiction.
9. NFPA-70. National Electrical Code as adopted by the authority having jurisdiction CAN/CSA-B44.1/ASME-A17.5-Elevators and Escalator Electrical Equipment as adopted by the authority having jurisdiction.
10. All local fire jurisdiction requirements
11. Life Safety Code, NFPA 101. Florida Edition as adopted by the authority having jurisdiction.
12. Elevator Industry's Field Employees Safety Handbook as adopted by the authority having jurisdiction.

6.9. DEFINITIONS

1. Code: means all applicable laws and codes, including but not limited to the electrical, fire, building, and safety codes for elevators and escalators codes designated by any authority having jurisdiction as detailed in the codes and standards reference section of this specification.
2. Successful Bidder: means the Elevator Contractor unless stated differently.
3. Owner: means Pinellas County or County.
4. MCP: means Maintenance Control Program
5. Hands-On Preventive Maintenance Services: is actual preventive maintenance work performed on equipment.
6. Normal Service: is service performed during regular working hours, Monday through Friday, from 8:00 a.m. to 5:00 p.m.
7. Overtime: is service beyond normal service hours to include Saturday, Sunday or holiday work.
8. Callback Services: is a request from the Facility Manager to correct a specific elevator problem or condition before the next scheduled preventive maintenance visit, including resetting of an elevator.
9. Normal Callback Service: is service performed during regular working hours, as defined above.
10. Emergency Callback Service: is service provided after regular working hours, weekends, and holidays.
11. Emergency In-Car is emergency communications initiated from the elevator communication instrument.
12. Proprietary Equipment: is equipment that must be maintained by the original manufacturer/installer, unless otherwise specified within this contract.
13. New Attachments or Tests is the installation of new attachments or performance of newly mandated tests recommended or directed by inspecting entities; insurance companies; and federal, state, or municipal governmental authorities subsequent to the date of this Contract.
14. Preventive Maintenance Checklist: indicates items to be observed, cleaned, lubricated, adjusted and repaired, including the frequency of each activity (i.e.: weekly, monthly, quarterly, semi-annually, annually, etc.)

6.10. REQUIREMENTS

1. CONTRACTOR RESPONSIBILITIES:

1. The Successful bidder is to furnish all labor, tools, materials, replacement parts, equipment, and consumables to perform elevator lifecycle preventive maintenance, predictive maintenance, repairs and callback services. Including, but not limited to, inspection, lubrication, repair and testing of the Equipment. Services shall be inclusive of all labor, transportation, supplies, materials, parts, freight, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants; supervision, applicable taxes, and all other work and materials expressly required under this Contract.
2. Pro-Rating of equipment shall not be allowed. The Successful Bidder shall accept all parts, components, and equipment in their present condition, without exception.
3. Successful bidder shall provide a list of technical information, including the type of equipment serviced and maintained, engineering data and diagnostic tools to confirm the bidder's technical capability to perform maintenance of subject equipment.
4. Successful bidder shall be responsible for developing and implementing an MCP for all designated equipment covered under maintenance, which shall address all requirements included in ASME A17.1, section 8.6, and the minimum requirements, including but not limited to:
 1. description of maintenance task performed with dates.
 2. description and dates of examinations, tests, adjustments, repairs, and replacements
 3. description and dates of call backs or trouble calls.
 4. written record of findings on firefighter service operations.
 5. a detailed manual (for mechanics only)
 6. a generic description manual
 7. a record of maintenance tasks with intervals
 8. a record of examinations with intervals
 9. a record of safety tests with intervals
 10. a record of call backs and associated repairs
 11. a record of fire service and device with intervals
 12. a record of oil use
5. The timeframe for the MCP to be developed and implemented by the awarded bidder will be discussed and agreed upon at the Pre-Commencement Meeting.
6. Successful Bidder's Personnel and Equipment Requirements:
 1. The Successful Bidder shall provide two (2) full time State certified technicians as required as per the State of Florida Statutes, Chapter 399, Elevator Safety Act and Florida Administrative Rules Chapter 61C-5, for the sole use and utilization

- of this Contract Service. Technicians shall not be used on other contracts during normal service hours.
2. Copies of the Certificates of Competency credentials, as required by Florida Administrative Code Chapter 61C-5.007, for the elevator technicians available to this contract, including copies of renewal certificates.
 3. Employees without a valid Florida Elevator Certificate of Competency shall not be allowed to work on elevators located in the County, unless directly supervised, at all times, by a licensed elevator mechanic.
 4. The Successful Bidder is to provide technicians with all required tools and instruments at no additional cost to the County. The County will not provide any tools or instruments.
 5. All personnel conducting monthly maintenance or callbacks will be dressed in a company approved uniform that identifies the company and the name of the service representative.
 6. All vehicles used to perform regular maintenance or respond to callbacks must be identified with the company's name and/or logo.
7. The Equipment shall be properly maintained within the environment in which it is located. No equipment shall be removed from County premises, unless approved by the Designated Facility Representative.
8. Material Delivery:
1. All materials shall be delivered F.O.B. destination to the Property.
 2. Whenever materials are specified as "or equal" under this Agreement, substitutions must have the written approval of the County. All specified materials shall be delivered to the County in their original unbroken packages, wrappings, or containers.
 3. Title to all materials delivered to and stored at the Property, which are intended to become part of the completed Services, shall pass to the County upon payment.
9. Obsolescence of Systems, Materials, or Parts
1. No consideration shall be given in regard to obsolescence of systems, materials, or parts.
 2. Unspecified work is defined as services that may be required due to unexpected conditions or events similar to the scope of work. Unspecified work is not guaranteed as part of the contract and must be properly authorized by the County before performed including but not limited to overtime, emergency call back services, installation of new attachments, or performance of newly mandated tests. The Successful Bidder cannot claim a component is obsolete and charge for replacement of that component in lieu of repairing or replacing that component under the maintenance contract.
 3. If the contractor identifies that the component is obsolete, and no replacement component is available from an aftermarket source, then the replacement shall not be included as a replacement based on the maintenance contract.

4. The County reserves the option to seek an independent verification that the component is in fact obsolete with no aftermarket supplied component available as a replacement.

10. Scheduling, Inspection, Clean Up and Acceptance:

1. Successful Bidder shall coordinate with and follow the directives of the County representative with respect to scheduling Services and any deliveries hereunder.
2. Removal of the Elevator from beneficial usage to facilitate services by Successful Bidder shall be coordinated with and approved by the County.
3. Successful Bidder shall be responsible for repairing any damage to the Property and adjacent areas caused by services.
4. Payment for Services shall not acknowledge acceptance of defective, deficient or non-conforming Services.
5. The County shall have full access to inspect and accept Services at all times.

11. Service Categories and Hours

1. Normal Service:

1. Successful Bidder shall provide Preventive Maintenance (PM) services for the following equipment shall be performed as follows:

1. **Electric Traction Elevator(s): The Successful Bidder shall furnish a mechanic for a minimum of 1.00 hour per month per elevator for regular preventive maintenance, not including call backs, repair work, periodic testing, or administrative time.**
2. **Hydraulic Elevator(s): The Successful Bidder shall furnish a mechanic for a minimum of 1.00 hour per month per elevator for regular preventive maintenance, not including call backs, repair work, periodic testing, or administrative time.**

2. The mandatory minimum hours per month refers to actual hours working on the vertical transportation system(s), excluding travel time, picking up materials/supplies times or any other activities outside of hands-on preventive maintenance activities.

2. Normal Call Back Service:

1. Shall be provided during regular working hours at no additional charge.
2. The Successful Bidder shall respond to a normal callback within no more than two (2) hours from the time the request for service is made.
3. In the event overtime (Saturday, Sunday or holiday work) beyond normal hours is required to complete the task, prior approval shall be obtained from the Facility Manager.

3. Emergency Callback Service:

1. Emergency service response shall be provided after normal working hours, weekends, and holidays with only the premium portion of the overtime labor rate to be paid by the County. Any overtime necessary to complete the task shall be approved by the County and only the premium portion of the overtime labor rate shall be paid.
 2. Emergency calls, at any hour, for stranded elevators carrying passengers shall be responded to immediately. For all other Emergency Callback Service, Successful Bidder shall respond within no more than one (1) hour from the time the request is made and be onsite upon confirming receipt of County's notification.
 3. Emergency callback service to correct a malfunction or provide minor adjusting that does not exceed two hours in length (on the jobsite), and can be completed by one technician, shall be included at no additional cost or travel time cost.
 4. Emergency callback service that requires more than two (2) hours onsite to complete a task, shall require County's prior approval and only the premium portion of the overtime labor rate shall be paid.
 5. If Successful Bidder fails to meet callback response times more than 2 times in a single month, the County, at its sole discretion, may reduce monthly invoice by the contracted amount for the entire month.
 6. The Successful Bidder shall have a service ticket on each callback so that a responsible person at the facility being serviced can sign the ticket. A copy of the ticket shall be left with that person to be delivered to the Facility Manager.
4. Emergency In-Car Telephone Response
1. Passenger entrapments: in such events, any overtime callback service shall be provided at no additional cost to the County.

12. Overtime:

1. All overtime hours must have prior approval by the Facility Manager of the site.
2. Work that extends past normal service hours due to Contractor negligence will not be deemed overtime.

13. Downtime

1. All services shall be performed with minimum unnecessary interference of normal building operations.
2. The Successful Bidder shall confine operations at the sites to areas permitted by law; ordinances, permits, and the contract documents and shall not unreasonably encumber the site with any materials or equipment.
3. If a building contains only one (1) elevator and it needs to be shut down for more than 30 minutes at a time, \ " here possible, prior arrangements must be made with the Facility Management Representative designated for that site.

14. Safety Measures

1. Successful Bidder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with Services and shall comply with all applicable safety laws, good industry standards, take all reasonable precautions for safety of the County, County's Property, tenants, and County's employees, Successful Bidder's employees, and other persons on or about Property. The Successful Bidder shall post signs warning against hazards in and around the Work site.
2. In the event of any accident, the Successful Bidder shall immediately notify the County of such, and if required, assist in notification to governing authorities, as may be necessary.
3. In any event, where the Successful Bidder identifies a defective part that directly affects safe operation of the elevator, the Successful Bidder shall take the elevator out of service until the defective part has been adjusted, repaired or replaced.

2. SERVICE REQUIREMENTS

1. The Successful Bidder must be able to provide all normal preventive maintenance parts for the elevator located at any facility within 48 hours after receipt of request.
2. At a minimum, there shall be a semi-annual inspection of site conditions conducted by a designated supervisor of Successful Bidder to ensure that all Services hereunder are properly performed.
3. Each month, the Successful Bidder will be required to submit accurate and legible time tickets indicating the amount of preventive maintenance hours worked during such month (excluding call backs or repairs).
4. Each month, the Successful Bidder shall examine, clean, lubricate, adjust, and, as conditions warrant, repair or replace all vertical transportation equipment included under this contract as described in the approved MCP.
5. Monthly preventive maintenance shall be in conformance with 69 Minimum Hours per Month for Hands-On Preventive Maintenance Services of this contract. The "per month" time is to be dedicated to ongoing comprehensive preventive maintenance services with the goal to reduce unit shutdowns and to extend the useful life of the Equipment.
6. The Successful Bidder shall provide at a minimum, an annual written Condition Assessment for each individual elevator.
7. Successful Bidder's representatives are required to check in with the building's Facility Manager before performing maintenance and check out when completed, unless otherwise directed.
8. Service Tickets:
 1. Service technicians are required to document all service activities as per the MCP on Service Tickets for each maintenance activity and/or site visit.
 2. Services Tickets shall at a minimum include the following information:

1. Service date
 2. Service times: check in and check out.
 3. Identify each unit serviced by location and serial number.
 4. Detail of specific maintenance activity or repair(s) completed.
 5. Detail of parts included in activity, as required.
 6. Worked signed off on by designated Facility Representative
 7. **NOTE: Serial numbers must be included in all documentation, including service tickets, quotes, work orders, and invoices.**
9. At the conclusion of each 12-Month period of the Contract, Preventive Maintenance Checklists shall be submitted to the County to be placed in the appropriate building file. Electronic or hard copy checklists are acceptable.
10. In addition, Successful Bidder shall be responsible for maintaining the elevator related devices as follows:
1. All cab lighting to include but not be limited to incandescent lamps, fluorescent lamps, ballasts, and starters in the cabs, as well as all pit lighting.
 2. Telephone wiring between the elevator cab and elevator controller.
 3. As-built/as-modified wiring diagrams shall be kept neatly folded and stored, except where mounted on boards, and shall be copied and replaced by the Successful Bidder as their condition warrants.
11. Repairs, Replacements and Shutdowns:
1. Normal repairs, such as door adjustments, alignments, programming, hardware replacement, etc., must be completed within seventy-two (72) hours. At no time will any elevator be down for maintenance or routine repairs longer than 72 hours. If any elevator is down for more than 72 hours, the monthly fee for that elevator will be deducted from that month's billing.
 2. Major repairs, such as motors, pumps, cables, pistons, controllers, etc., shall be completed within no more than seven (7) calendar days.
 3. Successful Bidder shall repair damage to car and any damage to hoistway doors when caused by improper adjustment or maintenance of associated equipment.
 4. Other parts, considered major replacement parts, must be available within normal industry standard lead-time. Replacement parts will comply with the following:
 1. Replacement or repair parts shall be recommended by Manufacturer(s) of equipment for replacement or repair.
 2. Equivalent parts will require prior County approval.
 3. Parts requiring repair shall be rebuilt to "like new" condition.

4. Where a listed/certified device is replaced, the replacement will be subject to the applicable engineering or type test, and the requirements of CAN/CSA B44.1 /ASME A17.5.
 5. The device will be labeled by the certifying organization.
 5. Onsite parts or equipment required by Services, other than those renewal parts stocked on the job by Successful Bidder, may not be removed from the property without written approval of the authorized County representative.
 6. Renewal parts stocked on the job by Successful Bidder shall remain Successful Bidder's sole property until installed on the equipment.
 7. Shutdowns for emergency minor adjustment and minor repair callback service should be minimal. Verifiable shutdown frequency will be maintained at no more than 6 per unit, per year, not including shutdowns due to vandalism or misuse of the equipment, based on the previous 90 days data.
12. Corrective Actions:
1. Whenever corrective action is required, Successful Bidder shall immediately proceed to make repairs, replacements, and adjustments.
 2. If Successful Bidder believes such work is not Successful Bidder's responsibility, a written report signed by Successful Bidder will be delivered to Facility Manager within seven (7) days detailing the necessary corrective action.
 3. Potential safety issues or emergency related issues shall be corrected immediately. Successful Bidder shall immediately communicate such to the Facility Manager and followed up in written form.
13. Passwords on Computerized Elevator Controllers:
1. The Successful Bidder is strictly prohibited from adding, or incorporating, any type of password, or other means, into any part of the elevator controller equipment that would restrict other servicing personnel from gaining access to the computerized elevator controllers.
 2. In all cases, the Successful Bidder accepts full responsibility for any and all claims for damages against the County that are a direct, or indirect result of a violation of this provision of the Contract.
14. Painting:
1. Successful Bidder shall paint equipment at least annually, or at intervals frequently enough to maintain a professional appearance, prevent rusting, and preserve the equipment. Removal of rust from all components of the elevator system is the complete responsibility of the Successful Bidder. Additional painting and/or rust removal may be requested by the designated Facility Contact when conditions are found to be deteriorating at no additional cost to the County.
 2. Floors in machine rooms, machinery spaces, and pits shall be painted "deck gray".
 3. All painting activities shall be coordinated with Facility Manager.

4. Application of paint will in all circumstances comply with applicable local codes and/or current ASME codes. All paints must be approved by the Facility Manager.
 5. All paint used under this specification must be classified as low-level VOC paint. Low VOC paints will be used to reduce air pollutants and damage to ozone layer.
 6. All products of paint, thinners or cleaning agents must be pre-approved prior to use for VOC's or any additional health concerns.
 7. All cleaning or painting work that produces any vapors or fumes shall be performed after normal business work hours. Work of this nature must be scheduled and coordinated three (3) days prior to execution of work.
 8. Interior work zones having a volume of 1,000 cubic feet or less shall be ventilated at a minimum of 2 air exchanges per hour.
 9. Ventilation in larger work zones shall be maintained by means of mechanical exhaust.
 10. Solvent vapors shall be exhausted outdoors, away from air intakes, building occupants and workers.
 11. Building air conditioning return air inlets in the work zone shall be temporarily sealed before start of work until the prepared surfaces have dried and are free of odor. Operators and personnel in the vicinity of paint removal processes involving chemicals or mechanical action (sanding or blasting) shall wear respirators.
15. Storage Cabinet:
1. Successful Bidder shall be permitted to provide metal spare parts cabinets of suitable size for storage of spare parts and wiring diagrams in each machine room.
 2. No open storage of parts or other items will be permitted.
16. Periodic Inspections
1. The County shall contract for annual inspection services and pay inspector fees independent of this maintenance contract.
 2. Fees for re-inspection due to failure to eliminate deficiencies covered by inspection services shall be paid by Successful Bidder.
 3. Successful Bidder shall facilitate annual inspections by a certified elevator inspector designated by the County under a separate contract for elevator inspection services. It still remains the responsibility of the Successful Bidder to schedule and coordinate with the designated third-party inspector for all periodic test and inspection requirements.
17. Periodic Tests
1. The Elevator Contractor shall perform periodic tests on the elevator components as follows:

1. Category 1 Periodic Tests shall be performed on an annual basis. The Successful Bidder shall, at intervals of no longer than 1 year from the last Category 1 Periodic Test date, perform the Category 1 Periodic Testing of the elevator equipment in conformance with the requirements detailed in ASME A17.1 Safety Code for Elevators and Escalators.
 2. Category 3 Periodic Tests shall be conducted on a three (3) year frequency. The Successful Bidder shall, at intervals of no longer than 3 years from the last Category 3 Periodic Test date, perform the Category 3 Periodic Testing of the elevator equipment in conformance with the requirements detailed in ASME A17.1 Safety Code for Elevators and Escalators.
 3. Category 5 Periodic Tests shall be conducted on a five (5) year frequency. The Successful Bidder shall, at intervals of no longer than 5 years from the last Category 5 Periodic Test date, perform the Category 5 Periodic Testing of the elevator equipment in conformance with the requirements detailed in ASME A17.1 Safety Code for Elevators and Escalators.
2. Category 1, 3 & 5 Periodic Tests shall follow the procedures set forth in the ASME A17.1 Safety Code for Elevators and Escalators and ASME A17.2 Inspectors Manual.
 3. Successful Bidder shall perform ASME A17.1 Safety Code for Elevators and Escalators equipment tests including, but not limited to, annual no load, slow speed test of car safeties, governors and buffers; monthly Firefighters' Service operational tests; annual standby power operation tests on elevator (if provided), battery pack car emergency lighting, and 5-year, full load, full speed, test of car and counterweight safeties, governors and buffers, etc.
 4. Successful Bidder shall affix metal tags to the tested devices, as required by applicable codes and statutes, clearly indicating the type of test, date of test, Contractor performing test, and applicable code rule.
 5. The Successful Bidder shall provide a written record kept onsite indicating the date or dates of routine examinations and required testing. This record must be maintained in the elevator machine room, available for review by the AHJ (Authority Having Jurisdiction), or its contractual designees.
 6. Written reports of all tests shall be submitted to the County authorized representative. The Successful Bidder shall Provide the County with fifteen (15) days prior notification of tests so that an authorized representative of the County may witness all tests. In the event of differing testing requirements between these requirements and local codes or ordinances, the more stringent requirement shall prevail.
 7. Category 1, 3 & 5 Periodic Test results shall be recorded on forms acceptable to the County in conformance with the requirements detailed in A17.1 Safety Code for Elevators and Escalators. A metal tag with the applicable code requirement(s) and date(s) performed, and the name of the person or firm performing the test, shall be installed to be readily visible and securely attached to the controller of

each unit for all periodic tests required by A17.1 Safety code for Elevators and Escalators.

8. The Successful Bidder shall not be held responsible or liable for any damage to the building or elevator equipment resulting from the periodic test unless such damage is due to their negligence in conducting such test.
9. Within the first year of this contract, the Successful Bidder shall coordinate, manage, and perform the Category 5 Periodic Test on all applicable elevators. The Category 5 Periodic Tests shall follow the procedures set forth in the ASME A17.1 Safety Code for Elevators and Escalators and ASME A17.2 Inspectors Manual.
10. Any conditions found that prove to be or have immediate potential to be, injurious to the equipment and/or personnel using the equipment, shall be reported immediately verbally and in writing with cause and recommendations of remedies and associated cost if remedies are outside the scope of this maintenance contract.
11. Periodic inspections as performed by City, County, State, or federal government and/or insurance agencies or their representatives are specifically not in this Contract and do not satisfy the requirements herein specified.
12. Successful Bidder shall affix and maintain Car/State number designation, as required by applicable codes and statutes, on all elevator equipment in the machine room and pit including hoist machine, controller, car crosshead, electrical disconnect, etc.
13. Frequency of Periodic Tests for each year of the contract shall be as follows:
 1. Year 1: Category 5 Periodic Test
 2. Year 2: Category 1 Periodic Test
 3. Year 3: Category 3: Periodic Test
 4. Year 4: Category 1 Periodic Test
 5. Year 5: Category 5 Periodic Test

6.11. ADMINISTRATIVE FINES FOR VIOLATIONS

1. The Successful Bidder shall be responsible for administrative fines levied against the County for equipment violations noted by State Of Florida Bureau Of Elevator Safety for Code violations that are not corrected in a timely manner in accordance with Florida Law, provided the violation is covered under this Agreement and is the responsibility of the Successful Bidder and providing the County or its agent has provided the Successful Bidder with a copy of the State Elevator Inspection Report and Order Requiring Correction Notice, in a timely manner which would allow the Successful Bidder sufficient time to correct the violations.
2. If in the performance of their Work, the Successful Bidder fails to immediately report an accident to the County, of which the Successful Bidder has knowledge of and which results in a fine levied against the County by the State Code Enforcing Authority, then the Successful Bidder shall be responsible for any related fines levied against the County.

6.12. SECURITY REQUIREMENTS AND BACKGROUND CHECKS

All Contractor employees are required to submit to a background check. The background check process shall be completed at least ten (10) days prior to the start of the project. The Contractor shall be responsible for all costs associated with the background checks. A valid driver license and Social Security card are required for completing the background check and obtaining security clearance as they may be going into facilities that will require this to occur. Orientation for the Security Clearance workflow process will be provided to the awardee.

Step One – The Contractor shall obtain a Level One Criminal History Records Check through the Florida Department of Law Enforcement (FDLE) for each assigned employee.

Step Two – The Contractor shall submit the FDLE Records Check along with a copy of the driver license, Social Security card and completed Sheriff's Office Security Clearance Application, for each employee, to the County authorized representative.

The Pinellas County Sheriff's Office shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating security clearances for contractor employees.

Additional Requirements for areas with confidential law enforcement documents and data: The contractor shall submit for fingerprinting for all personnel working in any area deemed confidential. The Contractor will schedule through the County authorized representative a time for the employees to be fingerprinted by the Sheriff's Office. All personnel that have successfully completed fingerprinting are required to complete an online Security and Awareness training.

Additional Requirements for entry into the Young-Rainey STAR Center facilities. The contractor shall submit to the Raytheon representative the following:

- Original birth certificate
- Original passport (proof that subject is a naturalized citizen of the United States of America)

No copies will be accepted. The Contractor will schedule through the Facility Manager at the STAR Center a time for his employees to present their documents to the Raytheon representative.

The Contractor is responsible to pay for this added clearance requirement. The Raytheon representative shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating security clearances for contractor employees for the Raytheon locations only.

Step Three – The County authorized representative will communicate the results of the Sheriff's Office review to the Contractor.

- A. A list of all assigned personnel, showing the employee's full name, address, telephone number, date and place of birth, and driver license number or State ID number and their assigned work location shall be submitted to the County authorized representative. This list is to be kept current by the Contractor and promptly submitted to the County authorized representative at the beginning of each month. This referenced document is called the Employee Assignment Sheet (EAS). The EAS template will be provided to awardee.
- B. The Contractor shall provide an updated FDLE Level One Criminal History Records Check for all personnel on an annual basis. The annual updates are to be sent to the County authorized representative for review by the Sheriff Office. Background check updates shall remain on file at the Contractor's location for three (3) years from the date of the last invoice.

- C. All Contractor employees are required to wear picture identification (ID) badges, to be furnished by Pinellas County for the various facility sections. The Contractor shall make the employees available for photographs on a schedule to be worked out with the Facility Manager or County authorized representative. Access to sites not managed by the Real Estate Management Department needs to be coordinated with the County site representative for the specific department. The badges shall be made by Pinellas County before an individual may begin work and only after a favorable security clearance has been received. Contractor employees shall sign each badge at the time of receipt.
- D. The Contractor will notify the respective Facility Manager or County authorized representative when an employee badge is lost. It will be the responsibility of the Contractor to pay for replacement badges at the rate of \$10.00 per badge. No employee will be allowed to work without a current badge. Any contract employee who does not have proper identification will be cause for the County to require removal of that employee from the property. The Contractor shall see that all badges are returned to the Facility Manager when employees are dismissed or terminated.

6.13. BUILDING ACCESS AND SECURITY

1. The Contractor shall be escorted or furnished mean of access to all facilities and/or rooms requiring services. Any keys or key cards issued to the Contractor for such use shall not be duplicated by the Contractor or their employees.
2. Immediately upon completion of the required services the area shall be secured. No person or persons shall be permitted access to secured areas by any contract personnel. No exterior door will be propped open, during performance of work unless continually manned by Contractor personnel.
3. If keys or key cards are lost, the Contractor will notify the appropriate County authorized Facility Representative immediately and pay for necessary lock changes and key re-issuance.
4. The Contractor is to provide secure storage for their employees' personal possessions. All personal items, with the exception of jewelry and medication, will be held by the Contractor during work hours. The County shall not be responsible for any personal property.
5. Contract employees shall not allow unauthorized individuals access to County property. Contract employees shall not give other Contract employees access to unassigned areas.

6.14. RESPONSIBILITIES OF THE COUNTY

1. Provide clear, safe, and convenient access to Property and Equipment.
2. Maintain equipment room lighting, telephone lines to controller terminals, equipment room electrical switchgear and electrical feeders to elevator controllers.
3. Maintain equipment room heating and air conditioning systems.
4. Maintain fire alarm initiating devices in elevator lobbies, machine rooms, hoist ways, etc.
5. Provide and maintain fire extinguishers and/or fire suppression systems in elevator machine rooms, hoist ways and other associated elevator spaces.
6. Prevent storage of property, equipment or supplies in elevator equipment room and obstruction of equipment room access corridors and doors.

7. Perform repairs necessitated by misuse of the equipment by the County or others. Such repairs will be performed under a separate work order and only after written approval has been granted or agreed to by the authorized County representative.
8. Maintain standby power generator systems and related switchgear and feeders.
9. Maintain equipment rooms, machine rooms, hoist ways, pits, car tops, and equipment in or on these areas in a code compliant, clean, and dry condition, including pit drainage systems.
10. Coordinate with Successful Bidder in regard to County required equipment retrofits such as elevator security systems, new car interior finishes, car interior TV systems, etc.
11. During Property construction and/or retrofit, make provisions to limit infiltration of dust and debris into elevator equipment and equipment spaces.
12. Refinish cabs, hoist ways, and equipment room interiors, excluding painting as described in Specifications section.
13. Give the Successful Bidder written notice of any accident, alteration or change affecting the elevator equipment.
14. Inform the Successful Bidder of assumed or confirmed asbestos-contained materials that are known to exist in areas in which the successful Bidder will be working in.

6.15. COUNTY'S RIGHT TO INSPECT

1. The County reserves the right to make, or cause to be made, such inspections and tests whenever necessary to ascertain that Services are being fulfilled. Deficiencies noted shall be submitted, in writing, to the Successful Bidder. Successful Bidder shall promptly correct deficiencies at its expense.
2. A qualified Elevator Consultant acceptable to both parties may be retained by County to perform review of Services and mediate disputes.

6.16. EXCLUDED SERVICES

1. Repairs or replacements required due to negligence, accident, or misuse of the equipment by anyone other than the Successful Bidder, their employees, subcontractors, servants or agents, or other causes beyond the Successful Bidder's control except ordinary wear.
2. Repair or replacement of Property items, such as hoistway or machine room walls, floors, car interior finishes, car finish floor material, hoistway entrance frames, car and hoistway door panels, car and hoistway door sills, signal fixture faceplates, and fire alarm initiating devices.
3. Mainline and auxiliary disconnect switches, fuses, and feeders to elevator control panels in machine rooms.
4. Providing and maintaining fire extinguishers in elevator machine rooms.
5. Maintenance or repair of pit drainage systems.
6. Make alterations to the elevator's equipment, including control circuits, without prior written approval from the County.
7. Assuming responsibility for any items of elevator equipment not included in the Contract or items in the Contract which are specifically excluded.

8. Audio and visual devices not provided by Successful Bidder.
9. Successful Bidder will not be held responsible for replacing currently operational equipment or parts subsequently declared obsolete by appropriate authority, such as original manufacturer of equipment. The County will be responsible for replacement or alterations of systems, subsystems, or components due to items becoming obsolete.
10. Hiring of independent 3rd party licensed elevator inspectors to perform annual inspections on equipment maintained under this specification.

6.17. UNSPECIFIED

Unspecified work is defined as services that may be required due to unexpected conditions or events similar to the scope of work. Unspecified work is not guaranteed as part of the contract and must be properly authorized by the County before performed including but not limited to: overtime, emergency call back services, installation of new attachments, or perform newly mandated tests.

6.18. ADDING/DELETING SERVICES

The County may request additional services under this contract as outlined in the specifications section. Such services may include, but are not limited to the following:

1. Additional elevator locations and/or equipment types may be added to the contract by the County. Individual quotes shall be provided to the County for any new elevator locations. The County will provide a much notice as possible for such requests including class description, number of stops and capacity.
2. Elevator locations may be deleted from the contract by the County with five (5) days written notice.

EXHIBIT 4 – PAYMENT SCHEDULE

Pricing Proposal

Elevators				Schindler Elevator Corporation	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
DAS North					
1	310 Court St, Clearwater-Serial 22442	36	Monthly	\$125.00	\$4,500.00
2	310 Court St, Clearwater-Serial 61468	36	Monthly	\$125.00	\$4,500.00
3	310 Court St, Clearwater-Serial 61469	36	Monthly	\$125.00	\$4,500.00
4	400 S Ft. Harrison Ave, Clearwater- Serial 60613	36	Monthly	\$240.00	\$8,640.00
5	400 S Ft. Harrison Ave, Clearwater- Serial 5485	36	Monthly	\$240.00	\$8,640.00
6	400 S Ft. Harrison Ave, Clearwater- Serial 2097	36	Monthly	\$240.00	\$8,640.00
7	400 S Ft. Harrison Ave, Clearwater- Serial 61321	36	Monthly	\$90.00	\$3,240.00
8	315 Court St, Clearwater-Serial 5782	36	Monthly	\$240.00	\$8,640.00
9	315 Court St, Clearwater-Serial 5783	36	Monthly	\$240.00	\$8,640.00
10	315 Court St, Clearwater-Serial 5784	36	Monthly	\$240.00	\$8,640.00
11	315 Court St, Clearwater-Serial 59450	36	Monthly	\$90.00	\$3,240.00
12	315 Court St, Clearwater-Serial 7115	36	Monthly	\$240.00	\$8,640.00
13	440 Court St, Clearwater-Serial 21220	36	Monthly	\$125.00	\$4,500.00
14	440 Court St, Clearwater-Serial 21221	36	Monthly	\$125.00	\$4,500.00
15	324 S Ft. Harrison Ave, Clearwater- Serial 52046	36	Monthly	\$125.00	\$4,500.00
16	509 East Ave, Clearwater-Serial 46751	36	Monthly	\$125.00	\$4,500.00
17	509 East Ave, Clearwater-Serial 1218	36	Monthly	\$125.00	\$4,500.00
18	509 East Ave, Clearwater-Serial 55185	36	Monthly	\$90.00	\$3,240.00
19	22211 US Hwy 19 N, Bldg 10, Clearwater- Serial 44086	36	Monthly	\$125.00	\$4,500.00

20	14 S Ft. Harrison Ave, Clearwater- Serial 23586	36	Monthly	\$240.00	\$8,640.00
21	14 S Ft. Harrison Ave, Clearwater- Serial 23587	36	Monthly	\$240.00	\$8,640.00
22	3900 West Bay Dr, Belleair Bluffs- Serial 98033	36	Monthly	\$90.00	\$3,240.00
DAS Central					
23	14250 49th St, Clearwater- Serial 31339	36	Monthly	\$125.00	\$4,500.00
24	14250 49th St, Clearwater- Serial 31340	36	Monthly	\$125.00	\$4,500.00
25	14250 49th St, Clearwater- Serial 31346	36	Monthly	\$125.00	\$4,500.00
26	14250 49th St N, Clearwater- Serial 31347	36	Monthly	\$125.00	\$4,500.00
27	14250 49th St N, Clearwater- Serial 31341	36	Monthly	\$125.00	\$4,500.00
28	14250 49th St N, Clearwater- Serial 88969	36	Monthly	\$90.00	\$3,240.00
29	14250 49th St N, Clearwater- Serial 63637	36	Monthly	\$90.00	\$3,240.00
30	1800 Weedon Island Rd, St. Petersburg- Serial 63032	36	Monthly	\$125.00	\$4,500.00
DAS Detention					
31	14500 49th St N, SASB, Clearwater- Serial 24530	36	Monthly	\$125.00	\$4,500.00
32	14400 49th St N, C Wing Tunnel, Clearwater- Serial 31343	36	Monthly	\$125.00	\$4,500.00
33	14400 49th St N, G Wing, Clearwater- Serial 33344	36	Monthly	\$125.00	\$4,500.00
34	14400 49th St N, Central Freight, Clearwater- Serial 55709	36	Monthly	\$125.00	\$4,500.00
35	14400 49th St N, F Wing South, Clearwater- Serial 38942	36	Monthly	\$125.00	\$4,500.00
36	14400 49th St N, F Wing North, Clearwater- Serial 38943	36	Monthly	\$125.00	\$4,500.00
37	14400 49th St N, Healthcare South 1, Clearwater- Serial 87525	36	Monthly	\$125.00	\$4,500.00
38	14400 49th St N, Healthcare South 2, Clearwater- Serial 87526	36	Monthly	\$125.00	\$4,500.00
39	14400 49th St N, Healthcare North 1, Clearwater- Serial 87528	36	Monthly	\$125.00	\$4,500.00

40	14400 49th St N, Healthcare North 2, Clearwater- Serial 87527	36	Monthly	\$125.00	\$4,500.00
41	14400 49th St N, Healthcare Freight, Clearwater- Serial 87529	36	Monthly	\$125.00	\$4,500.00
42	14400 49th St N, IB Freight, Clearwater- Serial 105110	36	Monthly	\$125.00	\$4,500.00
43	14400 49t St N, IB Freight, Clearwater- Serial 105111	36	Monthly	\$125.00	\$4,500.00
44	14400 49h St N, IB, Clearwater- Serial 105112	36	Monthly	\$125.00	\$4,500.00
45	14400 49th St N, Central Freight, Clearwater- Serial 10513	36	Monthly	\$125.00	\$4,500.00
DAS Mid					
46	12490 Ulmerton Rd, EMS, Largo- Serial 45320	36	Monthly	\$125.00	\$4,500.00
47	12490 Ulmerton Rd, EMS. Largo- Serial 945319	36	Monthly	\$125.00	\$4,500.00
48	10900 Ulmerton Rd, Medical Examiner, Largo- Serial 73141	36	Monthly	\$125.00	\$4,500.00
49	13001 Starkey Rd, Supervisor of Elections, Largo- Serial 90773	36	Monthly	\$90.00	\$3,240.00
DAS South					
50	501 1st Ave N, St. Petersburg- Serial 34320	36	Monthly	\$125.00	\$4,500.00
51	501 1st Ave N, St. Petersburg- Serial 33225	36	Monthly	\$240.00	\$8,640.00
52	501 1st Ave N, St. Petersburg- Serial 33226	36	Monthly	\$240.00	\$8,640.00
53	545 1st Ave N, St. Petersburg- Serial 9269	36	Monthly	\$240.00	\$8,640.00
54	545 1st Ave N, St. Petersburg- Serial 9139	36	Monthly	\$240.00	\$8,640.00
55	545 1st Ave N, St. Petersburg- Serial 111879	36	Monthly	\$240.00	\$8,640.00
56	647 1st Ave N, St. Petersburg- Serial 20A662	36	Monthly	\$125.00	\$4,500.00

STAR Center					
57	7887 Bryan Dairy Rd, Largo- Serial 54321	36	Monthly	\$125.00	\$4,500.00
58	7887 Bryan Dairy Rd, Largo- Serial 54322	36	Monthly	\$125.00	\$4,500.00
59	7887 Bryan Dairy Rd, Largo- Serial 54323	36	Monthly	\$125.00	\$4,500.00
60	7887 Bryan Dairy Rd, Largo- Serial 54324	36	Monthly	\$125.00	\$4,500.00
61	7887 Bryan Dairy Rd, Largo- Serial 18343	36	Monthly	\$125.00	\$4,500.00
62	7887 Bryan Dairy Rd, Largo- Serial 18346	36	Monthly	\$125.00	\$4,500.00
63	7887 Bryan Dairy Rd, Largo- Serial 18344	36	Monthly	\$90.00	\$3,240.00
Utilities					
64	4111 Dunn Dr, Palm Harbor- Serial 42503	36	Monthly	\$125.00	\$4,500.00
65	7401 54th Ave N, St. Petersburg- Serial 48166	36	Monthly	\$125.00	\$4,500.00
Airport					
66	14700 Terminal Blvd, Clearwater- Serial 97848	36	Monthly	\$125.00	\$4,500.00
67	14700 Terminal Blvd, Clearwater- Serial 97847	36	Monthly	\$125.00	\$4,500.00
SECTION TOTAL					\$349,380.00
Labor Rates					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
68	Labor Rate- Standard/Straight Time, Non-Contract Items	2500	Hourly	\$180.00	\$450,000.00
69	Labor Rate- Overtime/Weekend/Holi day	250	Hourly	\$290.00	\$72,500.00
SECTION TOTAL					\$522,500.00
Parts and Materials					
Line Item	Description	Quantity	Unit of Measure	Discount (%)	Unit Cost
70	Parts and Materials (discount or markup)	1	Dollar	0.0%	\$300,000.00
SECTION TOTAL					\$300,000.00
Unspecified					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
71	Unspecified	1	Dollar	\$120,000.00	\$120,000.00
SECTION TOTAL					\$120,000.00
THREE-YEAR (THIRTY-SIX MONTH) TOTAL					\$1,291,880.00