



County of Santa Clara

Office of the County Executive
Procurement Department
2310 North First Street, Suite 201
San Jose, California 95131-1040
(408) 491-7400
FAX (408) 491-7496

AGREEMENT 5500001800 BY AND BETWEEN THE COUNTY OF SANTA CLARA AND KONE, INC.

This Contract is entered into effective **January 1, 2009** between the County of Santa Clara, (hereafter referred to as "County"), a political subdivision of the State of California and KONE, Inc. (Contractor), a Contractor located at 15021 Wicks Boulevard, San Leandro, CA 94577, to provide Elevator Maintenance and On-Call Service and Minor Repairs for the County of Santa Clara.

AGREEMENT TERM

The Agreement term begins January 1, 2009 ending December 31, 2011 with two (2) additional 1 year term renewal option. Renewals shall occur in the form of an amendment executed by duly authorized representatives of both parties.

EXHIBITS AND CONTENTS

This Contract includes these attached exhibits and Attachments, herein incorporated by this reference:

Exhibits:

Exhibit "A"	License Certification
Exhibit "B 2A"	County Insurance Requirements for Standard Service Contracts
Exhibit "C"	Customer References
Exhibit "D"	Prevailing Wage Statement
Exhibit "E"	Designation of Sub-Contractor
Exhibit "F"	Worker's Compensation
Exhibit "G"	Non-Collusion Declaration
Exhibit "H"	Interim Life Safety Measures

Attachments:

Attachment 1	Service Locations
Attachment 2	Elevator Components
Attachment 3	Pre-Priced Listing

SCOPE OF WORK

Contractor shall provide all labor, equipment, materials, etc ...necessary for to perform Full Maintenance Service and On-Call Service and Repair of Hydraulic and Traction Elevators at various County locations.

Contractor shall be available 24-hours a day, seven (7) days a week to respond to all calls and dispatch a service technician when necessary. In the event of an entrapment, a highest priority response will be given. Contractor must response within one (1) hour after receiving an emergency request from the County.

Service shall be performed during normal business hours on County approved schedules. All inspection and testing shall be coordinated with the appropriate County Site Administrator. The County may exercise the option of witnessing any tests performed.

The County reserves the right to increase or decrease the number of elevators that it actually has and requires maintenance on.

Attachment 1 contains information regarding the locations of the equipment to be serviced. The listing is not to be considered inclusive with respect to the actual number of locations and there may be more locations than those listed. The County reserves the right to add any additional location(s) to the contract that requires the same scope of services as specified herein. The County also reserves the right to delete or remove any location(s) from the contract.

Scope of Service consists of but not limited to the following:

- Furnishing all material, labor, supervision, tools, supplies and equipment necessary to provide scheduled preventive maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency. All Work shall be in compliance with the latest American Society of Mechanical Engineers for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI/ASME A17 Code and supplements in addition to all local governing codes.
- Contractor shall perform periodic tests and maintenance inspections as required by the current applicable safety codes and in compliance with all applicable statutory requirements for the equipment described herein including annual and five-year tests. Written reports of all tests shall be made available for review upon request by the County.
- Contractor shall assist with Firefighter's Service Testing and standby power as requested by the County.
- Contractor may require make changes or adjustments required by new or retroactive code changes or correct outstanding violations or deficiency.

1. PREVENTIVE MAINTENANCE

Contractor shall regularly and systematically examine, clean, lubricate, adjust, and when conditions warrant or necessitated by normal wear and tear, repair or replace, but not limited to the following components: (Also see Attachment 2 – Elevator Components)

- a) Traction Elevators:
 - Elevator Machines – Geared/Gear less
 - Motor Generators
 - Controllers, Selectors, Dispatcher and Relay Panels
 - Machine Brakes and Brake Pulleys
 - And Parts thereof, including
 - Hoisting Motors
 - Selector Motors, Exciter and Regulator
 - Worms, Gears, Thrusts
 - Bearings
 - Rotating Elements
 - Brake Magnet Coils
 - Brushes, Brush Holders and Commutators
 - Brake Shoes, Linings and Pins
 - Windings and Coils
 - Contacts, Relays and Timers

- Resistors and Transformers
 - Solid State Devices
 - Emergency Lighting, if furnished and installed by the same manufacturer
 - Fireman's Service Equipment
 - Deflector, Secondary and all other sheaves, shafts, bearings and assemblies
 - Automatic power door operators, landing and car door hangers, landing and car door contacts, door protective devices, hoist way door interlocks, bottom door guides, manual door closers and auxiliary door closing devices.
- b) Hydraulic elevators: In addition to all the electrical controlling components, Contractor shall check the following components: (Also see Attachment 2 – Elevator Components)
- Hydraulic oil
 - Reservoir tank
 - Pumps
 - Hydraulic lines
 - Pressure controllers

2. PERFORMANCE REQUIREMENTS

Contractor shall maintain the following minimum performance standards. In accomplishing these standards, the Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

- Speed: +/- 5% under any loading condition
- Capacity: Safely lower, stop and hold up to 125% of rated load.
- Leveling: +/- 3/8" under any loading condition.
- Doors: Closing time, thrust and kinetic energy shall comply with ANSI.
- Floor to Floor Performance Time: Floor to floor performance time (from time door starts closing at one floor to fully opened and level on the next successive typical floor, regardless of loading conditions or direction of travel).

3. SAFETY TEST

Contractor shall make periodic tests and maintenance inspections of all elevator equipment as required by current applicable safety codes for elevators. Contractor shall submit to County's designate personnel written reports of the tests. Contractor shall notification the County prior to performing safety test. The County reserved the rights to witness all tests.

4. PART INVENTORY

The Contractor shall maintain a sufficient amount of replacement parts by the original manufacturer, or approved equal, to maintain the equipment in a safe operating condition.

5. MISCELLANEOUS CONDITIONS

- a) Contractor agrees to furnish a mechanic for a minimum of one (1) hour per car per month exclusive of regular call-back hours.
- b) Contractor's mechanics and helpers shall log in and out from the job site at the Facility Manager's Office or Boiler Room and shall advise the pre-determined County representative of elevator status prior to leaving the area.
- c) Time is of the essence in the performance of all the terms of any Contract as a result of this ITB

6. SITE CONDITION

The Contractor shall post and maintain all signs, barricades, and other safeguards required by law, ordinance, or good judgment. Contractor shall bear full responsibility for the protection and safety of public, personnel, materials, and surfaces in the vicinity of the work being performed. No advertisement signs shall be permitted.

During the progress of the work, the Contractor shall keep the working area in a neat condition and shall dispose of refuse as often as directed or as may be necessary so that at no time shall there be any unsightly accumulation of debris or rubbish. Final clean-up shall include removal of all debris and rubbish from the site.

Contractor shall protect all portions of facility from damage during the course of work. Any damage arising from performance of this Contract to floors, ceiling, walls, furniture, or any other improvement of property shall be repaired at once to their original condition by Contractor at Contractor's own expense.

Work shall be performed in such a manner as to eliminate unnecessary noise, obstructions and other annoyances to occupants. The Contractor will not encumber premises with materials, equipment, and/or parking of cars; store materials, equipment and park cars in designated areas.

7. EQUIPMENT RECALL

Contractor shall notify the County when a recall is imposed on any equipment/component serviced. Notification shall include the reasons for the recall and procedures for replacement and the disposition of the recalled equipment.

8. MINOR REPAIRS

- a) Contract shall perform minor repairs above and beyond the annual preventative maintenance service on an "as needed" basis.
- b) The County reserves the right to request separate repair quotes at County's Sole discretion and to award any such work in County's best interest.
- c) All minor repairs are subject to prior written approval from County authorized personnel.
- d) Labor and parts for minor repairs shall be charge at the propose rate per Attachment 2.
- e) Repairs parts shall be new and unused and from the original equipment manufacturer (OEM). Alternative/equal parts must be approve by County authorized personnel.

9. REPAIR NECESSITATED BY OBSOLESCEMENT

- a) Contractor shall submit a report to the County's Project Manager repair(s) not covered under the Annual Maintenance.
- b) All repair(s) must be approved by the County Site Project Manager.

10. SCHEDULE OF WORK

The Contractor shall provide a detailed schedule of when the work to fulfill the requirements of this contract will be performed. The schedule shall be subject to approval by the Santa Clara County Site Project Manager before start of work and shall be developed or modified to cause the least impact to the County Facilities.

The Schedule shall outline a detailed plan identifying when each site is to receive weekly service/inspection and date for annual cooling tower and condenser cleaning. Schedule will show day, technician, and estimated time/duration for each site visit.

11. CONTRACT AND SITE ADMINISTRATOR

- a) Contract Administrator: Kim Huynh Buyer/Contract Administrator, 408-491-7414
- b) County Site Administrator/Contact shall contact the successful Contractor to coordinate all subsequent inspections/services.

12. CONTRACTOR PERSONNEL/LICENSE REQUIREMENTS

- a) Contractor shall be licensed by the State of California. The license should be applicable to the requirements and regulations under California State Statute as it applies to **Class C11 licenses**.
- b) Contractor(s) shall forward a copy of their renewed license to the Contract Administrator each year they hold the contract. Failure to do so may terminate the contractual relation.
- c) No one except authorized employees of the Contractor is allowed on the premises of County property to provide service. Contractor's employees are not to be accompanied in their work area by acquaintances, family members or any other person unless said person is an authorized employee of the Contractor.
- d) The County may require background checks on all employees of the Contractor providing services to the County.

13. CHANGES TO DESIGNEES

If different representatives are designated by either party during the term of the contract, notice of any changes (name, address, telephone numbers, etc) will be promptly rendered in writing to the other party. Changes to designees shall be handled between the County's Contract Administrator and the Contractor's Contract Manager.

PRICE AND COMPENSATION

The basis for pricing and total compensation under this Contract for product and services defined herein shall not exceed THREE HUNDRED FORTY NINE THOUSAND SIX HUNDRED SIXTY FOUR DOLLARS (**\$349,664.00**) for the term of the Contract. Pricing shall be firm for the initial three (3) years term.

1. CONTRACT PRICING

Schedule A - Schedule Maintenance			
Traction	22	EA	\$345.00
Hydraulic	4	EA	\$214.00
Monthly Billing			\$8,446.00

Schedule B - On-Call Service			
Mechanic		HR	\$186.57
Helper		HR	\$153.47
Mechanic (Emergency)		HR	\$296.27
Helper (Emergency)		HR	\$243.71

Schedule C - Parts/Materials

Billable parts and materials shall not exceed Contractor's Wholesale Cost. There shall be no markup. Also see Attachment 3 for Pre-priced Listing.

2. PRICE INCREASE

The County will consider a price increase at the beginning of any extension period of the Contract.

Contractor must submit a written request for any price increase at least sixty (60) days prior to the beginning of any extension period. Contractor must also provide documented proof, acceptable to the County, substantiating the price increase.

Price increases must be limited to actual increase incurred by the Contractor and must be documented reflecting Contractor's cost increase. Past and present manufacturer's invoices are acceptable documentation as well as manufacturer's published price list (past and present), or such other valid evidence deemed acceptable to the County.

If documentation is not provided, then Contractor shall continue to provide services, without the requested price increase, until such documentation is submitted. The County shall determine what constitutes acceptable documentation and reserves the right to accept increase(s) or terminate the contract within thirty (30) business days of the written request.

If properly documented increase is not acceptable, the County reserves the right to cancel the item(s) involved; however, if Contractor is unable to produce satisfactory evidence of price increases, the Contract price will remain unchanged and Contractor is obligated to furnish our requirements at the original prices for the remainder of the contract term.

GENERAL PROVISIONS**1. REGULATIONS AND STANDARDS**

All material and work shall be in full accordance with the rules and requirements of the Occupational Safety and Health Administration (OSHA); National Electrical Code (NEC); National Fire Codes published by the National Fire Protection Association (NFPA); California Administrative Codes (CAC); Uniform Building Code (UBC); Uniform Plumbing Code (UPC); and other applicable federal, state, and local laws and regulations. These specifications shall not be construed to permit work not conforming to these requirements. The regulations shall govern where they require higher standards or conflict with the specifications. Rulings and interpretations of the enforcing agencies shall be considered a part of these specifications if commonly known to the trade prior to submittal of bids. All regulations and standards shall be the latest publication unless governing authorities require otherwise. In addition, the entire installation shall be in accord with the best practices available in the industry, and shall present a neat, workman-like appearance upon completion.

2. PREVAILING WAGES

Except for contracts of \$1,000.00 or less, the Contractor and all subcontractors shall pay all their laborers, workmen and mechanics on all work included in this Contract not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by

the Director of the State Department of Industrial Relations and the Board to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract, and which is now on file in the Office of the Clerk of the Board of Supervisors, where it is incorporated herein and made a part hereof. The Contractor shall forfeit, as a penalty to the County, twenty-five dollars (\$25.00) for portion thereof, if such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this Contract by the Contractor or any sub-contractor, in violation of Articles 1 and 2 Chapter 1 of Part 7 of Division II of the Labor Code of the State of California.

3. IDENTIFICATION:

All invoices, packing lists, packages, shipping notices and other written documents affecting the order shall contain the applicable contract release purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to any order. Invoices will not be processed for payment until all items invoiced are received.

4. MATERIAL SAFETY DATA SHEETS (MSDS)

At all times, Contractor will be required to obtain and maintain on the premises, MSDS sheets on hazardous materials brought to the premises or intended to be installed or used in the premises. MSDS sheets must be presented to Santa Clara County's Project manager no less than 48 hours in advance of work performance or actual use of materials. No hazardous materials may remain on the premises unless specifically agreed in writing, by Santa Clara County's Project Manager.

5. RISK OF LOSS:

Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

6. INSURANCE:

Contractor shall maintain insurance coverage as required by the County during the term of the contract. The County of Santa Clara currently contracts with insurance Periculum Services Group to track insurance certificates and compliance with insurance requirements. All insurance certificates should be sent to the following address:

County of Santa Clara
c/o Ebix BPO
PO Box 257, Ref. 84 -1004566
Portland, MI 48875

7. INVOICE:

Invoices/credit memos must reference the purchase order number and clearly itemize all items in accordance with the pricing and terms of the award. Invoices for goods not specifically detailed in the purchase order will not be approved for payment. The bill-to address will be provided on the purchase order. The invoices to be delivered within 5 calendar days of service, monthly statement to be delivered by 15th of every month. Invoices/credit memos must reference the contract release purchase order number and clearly itemize all items in accordance with the pricing and terms of the Contract. Invoices for goods not specifically detailed in the Contract will not be approved for payment. The bill-to address will be provided on the contract release purchase order. Contractor shall itemize all applicable service and labor charges. Each invoice must clearly identify the following information:

- Time & date of service
- Location of Service
- Type of Service
- County Contact name and number
- Proof of Service (Signature from County Personnel)

8. WARRANTY
All work performed shall be subject to a repair warranty of not less than ninety (90) days against defects in materials and workmanship. All repair parts shall have the standard manufacturer's warranty. During the warranty period, there shall be no additional charges for labor or parts on the specific equipment repaired.
9. PAYMENT TERMS:
Invoice payment terms shall Net 30 Days computed with from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices, prepared in accordance with the terms of the award, whichever date is later. Payment is deemed to have been made on the date when the County mails the warrant. The County will not pay late payment charges.
10. NON-WAIVER BY ACCEPTANCE OF VARIATION:
Neither acceptance of nor payment for any item furnished or work performed by the Contractor shall operate as a waiver of any of the provisions of the Contract nor shall a waiver of any breach hereof be deemed to be a waiver of any other or subsequent breach.
11. TAXES, CHARGES AND EXTRAS:
 - a) All items covered by the Contract shall be taxable.
 - b) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, except taxes legally payable by the County, will be paid by the County unless expressly included and itemized in the Contract.
 - c) The County does not pay Federal Excise Taxes (F.E.T). Do not include these taxes in your price, but do list the amount of any such tax as a separate item. The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94 730482K.
12. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:
The County may terminate a Contract and be relieved of the payment or any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided.
13. TERMINATION:
 - a) Without Cause: The County reserves the right to terminate the Contract, in whole or in part, at any time, for any reason, without penalty. County shall give Contractor thirty (30) days written notice before the effective date of termination.
 - b) With Cause: The County reserves the right to terminate the Contract for any "Material" breach. County may, at its discretion, provide the Contractor notice of the material breach and allow a reasonable amount of time to "cure". In any event, the County is entitled to all rights and remedies to "cure" as provided by law.
 - c) Non-Allocation of Funds: The term of the Contract and any extension thereof, and the purchase of products hereunder, are contingent on the appropriation of funds by the County. Should sufficient funds not be appropriated, the products and/or services provided may be modified, or the Contract terminated at any time by providing Contractor with thirty (30) days advance written notice.
14. ACCOUNTABILITY:
The Contractor will be the primary point of contact and assume the responsibility of all matters relating to the Contract, including those involving the manufacturer. If issues arise, the Contractor must take immediate action to correct or resolve the issues.

15. COMPLIANCE WITH LAWS:
Contractor shall comply with all applicable federal, state, and local rules, regulations and laws now in effect or hereafter enacted by the State of California and the County of Santa Clara. Contractor and County agree to be bound by all County ordinance provisions or any amendments thereto.
16. MODIFICATION TO CONTRACT:
Contractor may not make any changes to the Contract without prior written approval from the County Procurement Department. If prior written approval was not given and obtained, any changes, alterations, modifications, and deviations resulting in extra cost will not be recognized or paid for by the County.
17. PATENT INDEMNITY:
The Contractor shall hold the County of Santa Clara, its officers, agents and employees, harmless from liability of any nature of kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this purchase order.
18. LIENS, CLAIMS, AND ENCUMBRANCES:
Contractor warrants and represents that all the goods and materials ordered are free and clear of all liens, claims or encumbrances of any kind.
19. HOLD HARMLESS:
Contractor agrees to indemnify and save harmless the County, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of the Contract. Contractor shall provide necessary worker's compensation insurance at Contractor's own cost and expense, if applicable.
20. INDEPENDENT CONTRACTOR:
Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of County, nor shall any such person be entitled to any benefits available or granted to employees of the County.
21. NONDISCRIMINATION:
Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this Contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

22. CONTROLLING LAW:
The Contract shall be governed and construed in accordance with the laws of the State of California and proper venue for legal action regarding the Contract shall be the County of Santa Clara.
23. SAFETY AND HEALTH STANDARDS:
Contractor agrees to comply with the applicable provisions of the California Occupational Safety and Health Act of 1973, (Labor Code Section 6300 et. seq.) and the standards and regulations issued here under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued hereunder.
24. ASSIGNMENT:
The Contractor shall not assign the requirements of the Contract, or any interest herein, without the written consent of the County, and then only to a person or persons approved by County on such terms and conditions as County may require. Contractor shall not subcontract all or any portion of the work or business of the Contract without the written consent of the County.
25. FORCE MAJURE:
Contractor shall not be liable for any delays or failure to perform with respect to the Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots. In the event of such a delay, the date of performance shall be extended for a period of time equal to the loss by reason of delay.
26. SEVERABILITY:
Should any part of the Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Contract which shall continue in full force and effect; provided that the remainder of the Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.
27. NONEXCLUSIVE:
Any contract established will not establish an exclusive contract between the County of Santa Clara and the Contractor nor constitute a commitment by the County of Santa Clara, whether express or implied, to contract with Contractor to perform or supply any goods. County of Santa Clara expressly reserves all its rights, including but not limited to the following: The right to utilize others to supply goods of the type contemplated by the Contract, the right to request bids from others with or without requesting bid(s) from Contractor for product of the type contemplated by the Contract, and the unrestricted right by County of Santa Clara to bid any such product.
28. DEBARMENT:
Contractor certifies that neither Contractor nor its employees or agents providing product or service under this Contract have been debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, Debarment and Suspension."
29. ACCESS AND RETENTION OF RECORDS:
Contractor shall maintain financial records adequate to show that County funds paid under the Contract were used for purposes consistent with the terms of the Contract. Records shall be maintained during the term of the Contract, and for a period of three (3) years from its termination, or until all claims, if any, have been resolved, whichever period is longer, unless a longer period is required under the Contract.

30. NOTICES

All notices to Contractor regarding this contract shall be sent to the following address:

KONE, Inc.
15021 Wicks Blvd
San Leandro, CA 94577
Tel.: 510-351-5141, Fax: 510-351-5341
Attention: Kwaku Y. Kankam, Jr

All notices to the County regarding this contract shall be sent to the following address:
County of Santa Clara

Procurement Department
2310 N. First Street, Suite 201
San Jose, CA 95131
Tel.: 408-491-7414, Fax: 408-938-2395
Attention: Kim Huynh

31. ENTIRE CONTRACT:

This Contract, including its attached schedules and exhibits, constitutes the entire contract between County and Contractor relating to the subject matter of this Contract. It supersedes any oral or written negotiations. This Contract is modifiable only by a written document signed by both parties. No language found on any invoice or any other documentation from either party shall be construed as applying to this Contract unless expressly listed in this Contract. No modifications or amendments of this Contract will be binding on either party unless acknowledged in writing by their duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

COUNTY

CONTRACTOR

KONE, Inc.

Jenti Vandertuig
Director of Procurement

Signature

Name and Title

By signing above, signatory warrants and represents that he/she executed this Contract in his/her authorized capacity and that by his/her signature on this Contract, he/she or the entity upon behalf of which he/she acted, executed this Contract.

SERVICE LOCATIONS

The following locations are not to be considered inclusive with respect to the actual number of service locations. The County reserves the right to add additional location(s) to the contract that requires the same scope of services as specified herein. The County also reserves the right to delete or remove any location(s) from the contract.

SANTA CLARA VALLEY HEALTH AND HOSPITAL			
Bldg.	Bldg.Name	Type	State #
Bldg.H	2325 Enborg Lane, AOB (#1)	Electric	115927
	2325 Enborg Lane, AOB (#2)	Electric	115928
Bldg.K	West Wing (K4)	Electric	86003
	West Wing (K5)	Electric	86004
	West Wing (K1)	Electric	86005
	West Wing (K2)	Electric	86006
Bldg.N	2350 Moorpark, 5 Story Garage (#1)	Hydro	109918
	2350 Moorpark, 5 Story Garage (#2)	Hydro	109917
Bldg.C	Old Main -1	Electric	32505
	Old Main -2	Electric	32506
	Old Main -3	Electric	34483
	Old Main -4	Electric	34484
	Old Main -5	Electric	34485
Bldg.E	Rehab -11	Electric	49288
	Rehab -12	Electric	49289
	Rehab -13	Electric	49290
Bldg.M	New Main -14	Electric	109681
	New Main -15	Electric	109682
	New Main -16	Electric	109683
	New Main -17	Electric	109684
	New Main -18	Electric	109685
	New Main -19	Electric	109686
	New Main -20	Electric	109687
	New Main -21	Electric	109688
	New Main -22	Hydro	109689
	New Main -23	Hydro	109690

ELEVATOR COMPONENTS

HYDRAULIC ELEVATORS

RELAY LOGIC HYDRAULIC ELEVATOR SYSTEM COMPONENTS

CONTROL SYSTEM

Control, selector, dispatcher, relay panel, relays, timers, resistors, transformers and motor starter.

- **MICROPROCESSOR HYDRAULIC ELEVATOR SYSTEM COMPONENTS**

- **CONTROL SYSTEM**

Controller cabinet, machine room connection board, LCE CPU board, safety relay assembly, hydraulic level shifter board, power supply, transformers, contactor panels, bypass switches, relays, fuses, motor starters and accessories.

Service Technicians will be equipped with necessary field diagnostic and service tools. Microprocessor software examinations will be conducted to ensure dispatching and motion control systems are operating at proper levels.

- **POWER UNIT**

Enclosure, pump, motor, power transmission elements between the pump and motor, valves, strainers, mufflers, gaskets and all other accessories.

- **HYDRAULIC SYSTEM ACCESSORIES**

Exposed piping, fittings, jack packing and accessories, such as vibration dampeners and silencers between the pumping unit and the jack unit Hydraulic fluid, heating or cooling elements, insulation and accessories installed by the elevator equipment manufacturer for controlling oil temperature.

- **CAR EQUIPMENT**

Car panel connect board, car operating board, car top inspection station, floor leveling unit assembly, switch tree assembly and floor controllers.

- **ELECTRICAL**

Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoist way outlets.

- **HOISTWAY AND PIT EQUIPMENT**

Landing and slowdown switches, limits and car buffers.

- **RAILS AND GUIDES**

Guide rails, guide shoe gibs and rollers. Guide rails will be properly lubricated, except where roller guides are used.

- **DOOR EQUIPMENT**

Automatic door operators, hoist way and car door hangers, hoist way and car door contacts, door protective devices, hoist way door interlocks, door gibs and auxiliary door closing devices.

- **SIGNALS AND ACCESSORIES**

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment. Contractor shall responsible for Re-lamping of signal fixtures during systematic examinations

- **LUBRICANTS**

Contractor shall use lubricants compounded under OEM's specifications or equal.

TRACTION ELEVATORS

RELAY LOGIC TRACTION ELEVATOR SYSTEM COMPONENTS

CONTROL SYSTEM

Control, selector, dispatcher, relay panel, relays, timers, resistors, transformers and motor starter.

- **MICROPROCESSOR TRACTION ELEVATOR SYSTEM COMPONENTS**

- **CONTROL SYSTEM**

Controllers, motor starters, dispatcher and relay panels, contacts, transformers, solid state components, isolation transformers, dynamic braking resistors and armature filters.

Contractor Service Technicians will be equipped with necessary field diagnostic and service tools. Microprocessor software examinations will be conducted to ensure dispatching and motion control systems are operating at proper levels.

- **GEARED/GEARLESS MACHINES**

Worms, gears, thrusts, bearings, rotating elements, brake magnet coils, brushes, brake shoes, linings, pins, deflector, secondary and other sheaves, bearings and assemblies.

- **ELECTRICAL**

Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoist way outlets.

- **HOISTWAY AND PIT EQUIPMENT**

Landing and slowdown switches, limits, car and counterweight buffers, over-speed governors, governor tension sheave assemblies and car counterweight safeties.

- **RAILS AND GUIDES**

Guide rails, guide shoe gibs and rollers. Guide rails will be properly lubricated, except where roller guides are used.

- **HOIST ROPES**

Hoist ropes will be properly lubricated and adjusted for equalized tension.

- **DOOR EQUIPMENT**

Automatic door operators, hoist way and car door hangers, hoist way and car door contacts, door protective devices, hoist way door interlocks, door gibs and auxiliary door closing devices.

- **SIGNALS AND ACCESSORIES**

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included during Contractor systematic examinations.

- **LUBRICANTS**

Contractor shall use lubricants compounded under OEM's specifications or equal.

Schedule C: PARTS/MATERIALS	
Description	Unit Price(\$)
Roller, DR Drive, 1.938"OD US101142	\$1.23
Sign, Fireman Control Instr US2823228	\$8.00
Contact, Leaf, Single, ASS5 US40594	\$1.29
Lamp, Slide Base, 28V-.040A US48249004	\$0.24
Fuse, 250V, non-Delay, 3AMP US50000003	\$0.27
Fuse, 250V, non-Delay, 6AMP US50000006	\$0.27
Brush, Carbon 3/8 x 1 1/2 x 2 US500216002	\$3.94
GIB, Comp 12 ADJ "1 per bag" US500245CD5	\$5.02
Sheave, Roller Kit 3-1/4" US500870KIT	\$9.50
Roller, Hanger Assy 3-1/4" DIA US503156	\$11.54
Relay, Plug In 120VAC 3PDT W/L US505601120	\$7.02
Spacer, Roller Hanger DC68 US509948	\$0.27
Roller, Rire for Hanger Assy US509949	\$0.53
Shaft, Upthrust Hanger Asy 638 US512242	\$2.20
Contact 4 Pole 120VAC US515497	\$28.56
Contact, Auxiliary, 2NO, 2NC US515499	\$33.69
Fuse, semiconductor 700V 150A US515512150	\$32.98
Module, Output T3 5-60VDC US516524	\$15.68
Module, Output T3 12-280VAC US516525	\$15.38
Contact, Auxiliary, 4 NO US518794	\$19.20
Magnet, Plastroferrite US54702001	\$0.58