
MEMO

APPROVED
03/01/2021



DATE: February 24, 2021
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Service Agreement – Empire Elevators

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached Service Agreement between the Board of County Commissioners on behalf of Tulsa County Building Operations and Empire Elevators to perform preventative maintenance for the elevator systems located at Tulsa County Headquarters, 218 W. 6th Street, Tulsa, OK 74119 as further described in the attached.

Submitted for your approval and execution.

MME / jdf

SUBMITTED FOR: The March 1, 2021 BOCC meeting agenda.

CMF# 20210380



APPROVED
03/01/2021

Empire Elevators Quality Full Service and Maintenance Contract

115 W. 3rd Street, Suite 805
Tulsa, OK 74103
www.empire-lift.com
office@empire-lift.com

Phone (918) 574-8555
Fax (918) 585-3047

Empire Elevators, LLC (hereinafter called *We*) are contracting with you the customer to maintain the elevator system described below in accordance with this full-service agreement ("Contract"). It is our goal to provide the best in elevator performance with our Comprehensive Maintenance and Safety Program for your building.

Customer: Board of County Commissioners of the County of Tulsa
218 W. 6th Street
Tulsa, OK
~~74103~~ 74119

Equipment 4 Otis passenger elevators and 1 Rotary Freight Elevator

Location: Tulsa County "HQ" Administration Building
218 W. 6th Street
Tulsa, OK
~~74103~~ 74119

Empire Elevators shall perform a monthly preventative maintenance program for the Elevator listed below:

Unit Number	Machine number	serves floors	Elevator type	Elevator manufacture	Type of machine	State number
1		B-14	Passenger	Otis	Otis Gearless	
2		B-14	Passenger	Otis	Otis Gearless	
3		B-14	Passenger	Otis	Otis Gearless	
4		B-14	Passenger	Otis	Otis Gearless	
Freight		B-1	Freight	Rotary	Hydraulic	

CMF# 20210380

OPTIONAL UPGRADES

Insert optional upgrades here.

Accepted:_____ Initials

Declined:_____Initials

Preventative Maintenance Service Program: We will service the equipment described in this agreement on regular scheduled intervals. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime". Empire Elevators will perform the following "Preventative Maintenance Services" to examine your elevator equipment keeping it in tune and adjusted for peak performance:

Examine your elevator equipment to keep it in tune and adjusted for peak performance.

1. This involves cleaning, lubricating, and adjusting the following components of your elevator system:
2. Control and landing positioning systems.
3. Signal fixtures, lights, bells, and tones.
4. Electrical voltage supplying control systems.
5. Machines, drives, motors, governors, sheaves, and wire ropes.
6. Power units, pumps, valves, and jacks.
7. Car and hoist-way door operating devices and door protection equipment.
8. Load-weighing, car frames and platforms, and counterweights and safety mechanisms.
9. Lubricate equipment for smooth and efficient performance.
10. Adjust elevator parts and components to maximize performance and safe operation.

Full Coverage Parts Repair and Replacement

Repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of the OEM and Empire Elevator. Most specialized parts are available within 24 hours, seven days a week.

We will check all signal indicators as required (during regularly scheduled visits).

Maintenance Control Program

At Empire Elevator our mechanics perform service in accordance with our written Maintenance Control Program. This program meets or exceeds all requirements of ASME A 17.1 Code, Section 8.6. The Maintenance Control Program includes Empire Elevator's Maintenance & Records documentation which shall be used to record all work performed on the equipment and is provided with each controller. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Focus on Quality

To ensure longevity of your equipment and improve elevator performance, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with tools, documentation, and knowledge to troubleshoot any unique system, as well as access to a multitude of parts replacement resources. Behind our technicians is a team devoted to elevator excellence. Our technicians are supported around the clock by engineers and field support experts. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment. To assure that quality standards are being maintained, we conduct periodic field quality audit surveys. Service calls are recorded and reviewed routinely as a performance identifier. Your dedicated Empire Elevator Representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, we will be happy to provide recommendations for upgrades and help you with budget options designed to enhance the appearance, performance and safety to insure you meet all code requirements for your equipment over time.

Service Requests during Normal Working Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, passengers through the elevator's communication device. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits. We will respond to service requests during normal business working days and hours, as defined above, at no additional charge. Misuse, vandalism, or intentional abuse of elevators will be billed for time and material. Our current billing rate is \$250 per hour per man on location for any services not covered by this Contract.

Overtime Service Requests

On all overtime service requests, we will absorb the straight time portion and bill you the overtime portion of the expenses and travel. Overtime service requests are performed before or after normal business working days. Our overtime rate is billed at time and a one half except for Sundays and holidays which are double time.

Required testing

Empire Elevator will test your equipment in accordance with the annual periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1. In the event the state, city, or local governing authority in which the equipment is located has adopted different requirements, Empire Elevator will test your equipment in accordance with those annual periodic testing requirements. All testing will be done during regular business hours. You agree to pay for any costs of the witness inspector and/or inspection fees.

Product Information.

As required by ANSI A17.1 Safety Code for Elevators You agree to provide Empire Elevator with current wiring diagrams that reflect all changes. Also, any available parts catalogs, and maintenance instructions for the equipment covered by this agreement. You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety.

You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment monitored by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within twenty-four (24) hours after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You must always agree to keep the elevator pit dry. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if Empire Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in Empire Elevator's sole judgment, jeopardizes the safety of the riding public, Empire Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, Empire Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other,

You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since Empire Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it. In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement.

Items Not Covered.

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoist-way door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

Exceptions to contract,

None

Current Empire Labor Rates for Man Hours:

Team rate per hour	\$300
Mechanic rate per hour	\$250
Helper rate per hour	\$150

Other Conditions,

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or as agreed between the parties in writing. In addition, we will not be required to make any changes in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other entity. Other than the services provided for herein, shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. As agreed in writing between the parties, Empire Elevator may also receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

Should your system require any of the safety tests on the commencement date of this agreement, Empire Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement.

If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees awarded by a court of competent jurisdiction. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, in the county in which the equipment is located as to all matters and disputes arising out of this agreement. In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement. Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price. The contract price for the Preventative Maintenance Services as stated in this agreement shall be *Two Thousand Two Hundred Sixty (\$2260.00)* per month, excluding any applicable taxes, payable monthly within thirty (30) days from the 1st of every month.

Term. This agreement is effective for One (1) year, subject to annual fiscal appropriations beginning on March 1, 2021 and is non-cancelable. To ensure continuous service, this agreement may be renewed for successive one (1) year periods, subject to annual fiscal appropriations by Customer and as agreed in writing between the parties. In the event Customer's governing body fails to appropriate sufficient funds for this contract for its fiscal year, this contract may be terminated by Customer on thirty (30) days written notice.

Annual Price Adjustments. Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement, as agreed in writing between the parties. In the event this occurs, we will adjust your monthly price based on the percentage change in material and the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. If agreed in writing between the parties, this contract monthly service fee may increase by as much as 5% every anniversary. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event the equipment covered by this agreement is modified from its present state, as agreed in writing between the parties.

Early Payment Discount. You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a prepayment entitles you to a 5% discount from the annual price in effect at the time of payment.

Overdue Invoices. Empire Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the Empire Elevator's suspension of service. Upon resumption of service, you will be responsible for payment

to Empire Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that, as agreed in writing between the parties. Time is of essence.

Acceptance. Your acceptance of this agreement and its approval by an authorized manager of Empire Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the Empire Elevator representative indicated below. No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized Empire Elevator manager.

EMPIRE ELEVATORS, LLC

Digitally signed by Louis Timmerman
DN: O=Empire Elevator-LLC, CN=Louis Timmerman, E=louis.timmerman@empire-lift.com
Reason: I am the author of this document
Location: your signing location here → 20__
Date: 2021-02-22 17:28:49
Foxit PhantomPDF Version: 9.7.0

By: Empire I
Date: _____

Approved as to form:
ACCEPTANCE/APPROVAL James G. Rea Digitally signed by James G. Rea Date: 2021.02.24 11:06:59 -0500
Assistant District Attorney

By: Stan Sallee
Chairperson, Board of County Commissioners of the County of Tulsa _____
(Printed or Typed Name/Title)
Date: March 1, 20 21

Attest: _____



GENERAL TERMS AND CONDITIONS

1. The price quoted in the Contract above is based upon all the work being performed during our regular working hours of regular working days. If overtime is required, the additional price usually charged by us shall be added to the contract price. Your advance approval in writing is required before we will schedule or perform any overtime work. Empire Elevators is not responsible under this contract if payments have not been made on time.
2. The equipment furnished hereunder remains personal property and we retain title thereto until final payment is made, with the right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises. All invoices not disputed within 10 days of delivery to the Purchaser shall be considered correct and final by Purchaser. Purchaser is responsible for any sales tax or use tax that is due to any entity under this Contract.
3. It is also understood and agreed that we shall not be liable for the condition, design, application or compliance with acceptable codes of any equipment not furnished under this Agreement or for the omission of any work or equipment not covered by this Agreement.
4. Empire Elevators, LLC reserves the right to furnish its most modern of equipment and no statements contained in this contract are to make it obligatory for us to furnish equipment, the design of which has been discontinued or supplanted by new standards or codes.

5. All previous communication between us, whether written or verbal, with reference to the subject matter of this Agreement, is hereby abrogated, and this contract when duly accepted and approved constitutes the agreement between us, and no modification of this agreement shall be binding upon the Purchaser or Empire Elevator, LLC, or either of us, unless such modification shall be in writing, duly accepted by the Purchaser and approved by Empire Elevator, LLC. The effective contract date shall be the date of approval by customer.

6. The Purchaser is to provide suitable connections from the power mains to the controller, together with any cutouts, line switches, phase reversal or lightning arresters, and any other such components as that may be necessary to meet purchaser and/ or local code requirements.

7. Any changes in the building required to meet any local or state building or electrical codes are to be made by the Purchaser. Any cutting or patching necessary for the installation of equipment furnished under this contract shall be done by the Purchaser. Empire Elevator, LLC shall not under any circumstances be liable for any redecorating that may be necessary upon the completion of its work. No work or service other than that specifically mentioned herein is included or intended. Such work by others must be coordinated by Purchase with Empire Elevator, LLC to avoid delays to Empire Elevator LLC's work.

8. It is expressly understood, in consideration of the performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that Empire Elevator, LLC assumes any liability on account of injury or damage to persons or property, except to the extent directly due to the negligent acts or omissions of Empire Elevator, LLC or its employees; and that the Purchaser's responsibility for injury or damage to persons or property while riding on or being in or about the equipment referred to is in no way affected by this Agreement. Empire Elevator, LLC shall not be responsible or liable for any loss, damage, detention or delay caused by labor trouble, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages or materials or workmen, unavailability of material from usual sources, Government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of the Purchaser's or Empire Elevator, LLC's suppliers, orders or instructions of any federal, state or municipal government or any department or agency thereof, Act of God, or by any cause whatsoever beyond its reasonable control. Dates for the performance or completion of work shall be extended to the extent of such delays.