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# MEMO

APPROVED  
2/20/2024



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DATE: February 14, 2024  
FROM: Matney M. Ellis  
Procurement Director  
TO: Board of County Commissioners  
SUBJECT: Agreement – Legend-Lifts, LLC

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 and Maintenance Contract between the Board of County Commissioners of the County of Tulsa, Oklahoma on behalf of the Tulsa County Building Operations and Legend-Lifts, LLC for the maintenance and servicing of Schindler Hydraulic Machine #30381 located at 5303 West 1st Street Tulsa, Oklahoma 74103 through June 30, 2024, at a monthly cost of \$245.00 as further described in the attached.

Respectfully submitted for your approval and execution.

MME / hsl

SUBMITTED FOR: The February 20, 2024 BOCC meeting agenda.

CMF# 20240278



**APPROVED**  
2/20/2024

Legend-Lifts, LLC  
Mid-Continent Tower  
401 S. Boston Ave  
Tulsa, OK 74103  
(918)438-7460  
[Office@legend-lifts.com](mailto:Office@legend-lifts.com)

# FULL SERVICE AND MAINTENANCE CONTRACT

February 9, 2024

**To:** Tulsa County Sheriff Bldg

**Service Location:** Tulsa County Sheriff Bldg.  
5303 W. 1<sup>st</sup> Street.  
Tulsa, OK 74103

## EQUIPMENT DESCRIPTION:

<u># Of Units</u>	<u>Type of Units</u>	<u>Type of Machine</u>	<u>Manufacturer</u>	<u>State #</u>
1	Freight	Hydraulic	Schindler	30381

## MAINTENANCE & SERVICE

We, LEGEND-LIFTS, will maintain the units using trained personnel directly employed and supervised by us. The Maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies and compensations sheave assemblies.

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- Pumps, pump motors, operating valve, valve motors, leveling valve, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

**PARTS COVERAGE.** As required, due to normal usage and wear, LEGEND-LIFTS, will repair or replace any of the parts specified above. We will include you, the customer, in any decision to repair in lieu of replacement of any part. Any parts under this contract requiring replacement will be replaced with parts selected by LEGEND-LIFTS. During the terms of this contract, we will maintain a supply of frequently used replacement parts and lubricants, selected by LEGEND-LIFTS, to meet the specific routine requirements of the units. The cost of these parts will be covered by your contract and are at no additional cost to you. Any replacement parts stored in the machine room remain our property until they have been installed on your elevators. You will not be responsible for stored parts. We further agree to maintain a supply or routine replacement parts available for express delivery in use of emergencies.

**QUALITY CONTROL.** We will periodically conduct field audits of our personnel and the Units to maintain quality standards. LEGEND-LIFTS field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

**24-HOUR DISPATCHING.** We will, at your request, provide you with access to our 24-hour year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call through a LEGEND-LIFTS customer service representative, who will, at your request, dispatch a Field Technician to perform service. In the event LEGEND-LIFTS receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance LEGEND-LIFTS shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If LEGEND-LIFTS is unable to reach a building representative, LEGEND-LIFTS shall respond to the emergency call. The visit will be treated as a Callback.

**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 verbal and written notice within twenty-four (24) hours after any occurrence or accident requiring medical attention, 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 if our personnel do not have a safe place to work. We will work to help you to correct any safety issues. You also agree that if LEGEND-LIFTS' inspection of a piece of equipment serviced under this agreement reveals an operational problem which jeopardizes the safety of the riding public, LEGEND-LIFTS may shut down the equipment until such time as the operational problem is resolved. In that event, LEGEND-LIFTS 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.

**WORK SCHEDULE.** All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for those who perform the service. All lamp and signal replacements will be performed during regular examinations. For purpose of this Contract, a “CALLBACK” is a response by LEGEND-LIFTS to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

**Regular working hours: 8:00 AM — 4:30 PM.**

**Regular working days: Monday — Friday excluding holidays.**

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 \$275.00 per hour per man on location for any services not covered by this Contract.

On all overtime service requests, we will absorb the straight time portion and bill the overtime portion of the expenses and travel. Overtime service requests are performed before or after normal business working days and hours and are billed at time and a half (150%) normal billing rate.

**SERVICE EQUIPMENT/TOOLS.** Any counters, meters, tools, or communication devices which we may use or install under this Contract remain our property, solely for the use of LEGEND-LIFTS employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment authorized to LEGEND-LIFTS personnel. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, at our expense. You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. If you are unable to obtain diagrams, we will utilize our resources in an attempt to provide the diagrams at no additional cost to you. If we are unable to obtain diagrams, the OEM is required by law to provide the diagrams to you (but typically at a cost). We shall maintain the wiring diagrams so that they properly reflect any changes made by LEGEND-LIFTS to the equipment. These diagrams will remain your property. You are responsible to secure our right to use any special service tools required to maintain your Units. These tools must be provided prior to us beginning maintenance on such equipment.

**CODE ENFORCEMENT.** It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance, or regulation as well as fees for such.

**REQUIRED TESTING.** LEGEND-LIFTS 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, LEGEND-LIFTS will test your equipment in accordance with those annual periodic testing requirements. All testing will be done during regular business hours. You, the client, agree to pay for any costs of the witness inspector and/or inspection fees.

**PRICE.** The contract price for the Preventative Maintenance Services as stated in this agreement shall be **Two Hundred Forty-Five Dollars (\$245.00) per month** excluding any applicable taxes, payable within 30 days of receipt of an invoice from Legend-Lifts.

**TERM.** This agreement is effective for the period beginning 02/19/2022 through and to 06/30/2024 .. This Contract may be renewed for subsequent 1-year terms coterminous with Customer's fiscal year.

**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 accordingly, upon renewal. 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. This contract's yearly 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 a party other than us.

**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.** If you do not pay any sum due to LEGEND-LIFTS related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following:

1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If LEGEND-LIFTS 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 LEGEND-LIFTS suspension of service. Upon resumption of service, you will be responsible for payment to LEGEND-LIFTS for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

**EXCLUSION:** Inverted hydraulic jacks are not covered in this agreement.

**ACCEPTANCE.** Your acceptance of this agreement and its approval by an authorized manager of LEGEND-LIFTS 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 LEGEND-LIFTS 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 LEGEND-LIFTS manager.

LEGEND-LIFTS, LLC

**Louis Timmerman**  
LOUIS TIMMERMAN  
OWNER/OPERATOR  
Digitally signed by Louis Timmerman  
DN: C=US, OU="Legend-Lifts, LLC",  
O="Legend-Lifts, LLC", CN=Louis  
Timmerman,  
E=louis.timmerman@legend-lifts.co  
m  
Reason: I am the author of this  
document  
Location: your signing location here  
Date: 2024.02.09 15:55:28-06'00'  
Foxit PDF Editor Version: 11.2.6

ACCEPTANCE/APPROVAL




By: Stan Sallee Chairman  
(Printed or Typed Name/Title)

Date: \_\_\_\_\_, 20\_\_

Date: 20<sup>th</sup> February, 20 24

EFFECTIVE DATE: 2/20/2024

APPROVED AS TO FORM/ LEGALITY  
  
ASSISTANT DISTRICT ATTORNEY  
Andrew C. Mihelich

CLARIFICATIONS

This Contract does not cover car enclosures (including to but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings) rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frame, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to altar, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party.

(v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item or different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason or any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost correcting all Elevator Code violations existing on the date we enter this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract. LEGEND-LIFTS may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Should you require us to interact with a third-party work order, insurance or safety systems, LEGEND-LIFTS will add an appropriate fee to cover the additional cost associated with this service as agreed in writing between Customer and Legend-Lifts.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the negligence or willful misconduct of LEGEND-LIFTS or our employees. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. If either party so requires, in writing the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use or any equipment or property. Whether in contract, warranty or otherwise.