

CONTRACT REVIEW CHECKLIST**CONTRACT TYPE:** Professional Services**SUBJECT:** Project known as: Elevator Service & Repair B170151ANB

Between Lee County and KONE, Inc.

Reference: Department Director approval:

County Administrator approval:

Reference: Board action approving contract/agreement

Board Date:

9/19/2017

Agenda Item No.: 16

The subject contract is forwarded herewith for review and/or endorsements:

(1) **By the Director of:** Routed by Procurement

Project Sponsoring Department

Recommendation to execute

Not recommending execution for the following reason(s):

Date received:

Date returned/forwarded:

9/25/17

Signed:

(2) **By Procurement Management:**☒ Recommending execution

Not recommending execution for the following reason(s):

Procurement Contract Reviewed by:

Date:

Date received:

Date returned/forwarded:

Signed:

(3) **By the Risk Management**☒ Recommending execution

Not recommending execution for the following reason(s):

Date received:

Sept 25, 2017

Date returned/forwarded:

Sept 27, 2017

Signed:

(4) **By the County Attorney:**☒ Recommending execution

Not recommending execution for the following reason(s):

Date received:

9/27/17

Date returned/forwarded:

9/27/17

Signed:

Board

Clerk's Office, Minutes Department

Procurement Management

RECEIVED
MINUTES
OFFICE
SEP 28 11:01 AM
2017RECEIVED BY
LEE COUNTY ATTORNEY
2017 SEP 27 AM 10:30

COUNTY ADMINISTRATOR
2017 SEP 25 AM 11:16

2017 SEP 29 PM 1:42

**AGENDA ITEM REPORT**

DATE: September 19, 2017
DEPARTMENT: Facilities Construction and Management
REQUESTER: David Harner
TITLE: Award Contract for Elevator Service and Repair

I. MOTION REQUESTED

- A. Approve award of Invitation to Bid No. B170151ANB, Elevator Service and Repair, to Kone Inc. to provide maintenance and repair of traction and hydraulic elevators, wheelchair lifts and escalators in County facilities on an as-needed basis, as approved in the departments' annual adopted budgets, for an initial term of one year, at the rates listed in the attached proposed contract documents.
- B. Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.
- C. Grant the Director of Procurement Management the authority to negotiate renewals of the contracts, including changes in price, and to execute renewal documents for up to three additional one-year periods, with County Administration approval, as approved in the departments' annual adopted budgets, if doing so is in the best interest of Lee County.

II. ITEM SUMMARY

Awards Invitation to Bid No. B170151ANB, Elevator Service and Repair, to Kone Inc. to provide maintenance and repair of traction and hydraulic elevators, wheelchair lifts and escalators in County facilities on an as-needed basis. The award is for an initial period of one year with up to three additional one year renewals if in the best interest of Lee County. Expenditures for this service during Fiscal Year 2015-2016 totaled \$251,733. The maintenance and repairs of elevators, wheelchair lifts and escalators were planned and budgeted.

III. BACKGROUND AND IMPLICATIONS OF ACTION

- A) Board Action and Other History
Facilities Construction and Management submitted a request to Procurement Management to obtain proposals for the project known as B170151ANB, Elevator Service and Repair, for a vendor to provide maintenance and repair of traction and hydraulic elevators, wheelchair lifts and escalators in various facilities throughout Lee County. On the proposal deadline of June 6, 2017, the Procurement Management Department received three proposals. The proposals were reviewed and Kone Inc. was the lowest bidder meeting all of the qualifications and criteria listed in the solicitation. Expenditures for this service during Fiscal Year 2015-2016 totaled \$251,733. This maintenance has been planned and is included in the departments' approved annual operating budgets.
- B) Policy Issues
- C) BoCC Goals
- D) Analysis
- E) Options

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	Monthly maintenance fees will be \$23,510.71 which is an annual amount of \$282,128.52.
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue or expense item?	Expense
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	No
F)	Fund: Various	

	Program: Various Project: N/A - Operating Account Strings: Various	
G)	Fund Type?	General Fund, Enterprise, Unincorporated MSTU
H)	Comments: Repairs to fix equipment will result in additional costs.	

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION

The contract with Kone will begin on October 1, 2017 and will be valid through September 30, 2018. The County can negotiate and execute renewals of the contract with County Administration approval for up to three additional one-year periods. The maintenance and repairs to traction and hydraulic elevators, wheelchair lifts and escalators will enable all of these devices to remain in safe working condition.

VII. FOLLOW UP

Prior to the expiration date of the contract, County staff will determine if it is in the best interest of Lee County to continue the contract with Kone. If it is in the County's best interest, the Director of Procurement Management will negotiate and execute renewals for up to three additional one-year periods.

ATTACHMENTS:

Description	Upload Date	Type
<u>Lee County Agreement Elevator</u>	8/30/2017	Cover Memo
<u>Bid Tabulation</u>	9/12/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Facilities Construction and Management	Turner, Nicole	Approved	9/13/2017 - 1:44 PM
Facilities Construction and Management	Westen, Samantha	Approved	9/14/2017 - 12:52 PM

AGREEMENT FOR ELEVATOR SERVICE & REPAIR

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and KONE Inc., a Delaware corporation authorized to do business in the State of Florida, whose address is One Kone Court, Moline, IL 61265, and whose federal tax identification number is 36-2357423, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase Elevator Service & Repair from the Vendor in connection with "B170151ANB" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B170151ANB on April 28, 2017; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on July 17, 2017; and,

WHEREAS, the Vendor has reviewed the services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all services for the Purchase in accordance with the project Scope of Services & Specifications made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B170151ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence October 1, 2017 upon execution by both the County and the Vendor, and shall continue through the delivery of the Purchase and the associated warranty period as further described in this Agreement for one year with the option of three additional one-year renewals.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. B170151ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.

- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any negligent act, neglect, error, negligent omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by

Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent Vendor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. Any change or substitution to the Vendor's key personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be

deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District

Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this

Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

- C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name:	Seaby Bess
Title:	Senior Sales Consultant
Address:	1440 Rail Head Blvd Naples FL 34110
Telephone:	239-598-9310
Facsimile:	239-598-9335
E-mail:	Seaby.Bess@Kone.com

County's Representatives:

Names:	Roger Desjarlais	Mary Tucker
Titles:	County Manager	Director of Procurement Management
Address:	P.O. Box 398 Fort Myers, FL 33902	
Telephone:	239-533-2221	239-533-8881
Facsimile:	239-485-2262	239-485-8383
E-Mail:	rdesjarlais@leegov.com	mtucker@leegov.com

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. Solicitation No. B170151ANB
 - 4. Vendor's Submittal in Response to Solicitation No. B170151ANB

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: Linda Wanke

Print Name: LINDA WANKE

KONE Inc.

Signed By: Joseph Kang

Print Name: JOSEPH KANG

Title: ASST. SECRETARY

Date: 8/14/17

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
Vice CHAIR

DATE: 9/28/17

ATTEST:

CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]

Commissioner Cecil L. Pendergrass
Lee County Board of County Commissioners
District 2

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

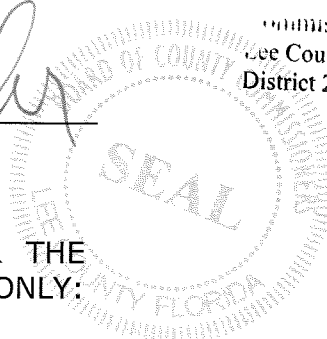


EXHIBIT B FEE SCHEDULE

Elevator Service Scope of Work

The Vendor shall maintain the covered equipment using skilled maintenance technicians and crews trained to furnish and perform elevator, lift, and escalator equipment and repair services. The Vendor shall maintain all vertical transportation systems and equipment in full compliance with applicable codes and permit/license conditions at all times as required by the State of Florida Department of Business and Professional Regulation, and other applicable codes, standards, and requirements as stipulated herein. Regularly and systematically perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, unless specifically excluded below, Vendor shall repair or replace the components listed below if the repair or replacement is necessitated by normal wear and tear.

Vendor Qualifications

During the term of this Agreement, the Vendor shall be required to possess and keep in force all certificates and licenses required to furnish and perform the services specified herein.

Personnel and Supervision

The Vendor shall furnish supervised, competent, licensed, and fully trained personnel who can work productively with limited supervision to perform all phases of work covered by this Agreement. Vendor's personnel shall have a minimum of a high school diploma or equivalency, and must attend continuing education and training courses consistent with the services to be performed at Lee County. The Vendor shall identify a supervisor having responsibilities and oversight for the work to be performed at Lee County.

The Vendor shall provide the names of a minimum of ten (10) full-time, properly licensed and certified elevator and escalator technicians and mechanics employed within the area surrounding Lee County, Florida, and include a copy of their Certified Elevator Technician (CET) licenses. The Vendor shall have no less than five (5) of these technicians and mechanics fully badged and trained at all times throughout the term of the Agreement to furnish and perform services at Lee County in compliance with the terms of these specifications. The County will provide the security badges to the designated employees.

The Vendor shall designate at least one (1) primary and one (1) additional backup primary technician assigned to the account who shall perform primary elevator and escalator maintenance and repair services at Lee County in order to ensure service continuity and technician familiarity with the facilities and service issues unique to Lee County. The designated primary and backup primary technicians shall both be current and properly-licensed Certified Elevator Technicians (CET) by the State of Florida Department of Business and Professional Regulation.

The Vendor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County representatives may require that the successful Vendor remove from the

EXHIBIT B

FEE SCHEDULE

work site any employee(s) who endanger persons or property or whose continued service under this Agreement is deemed inconsistent with the interests of the County in its sole determination.

Only authorized employees of the Vendor shall be allowed on Lee County premises. Vendor employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee or approved subcontractor of the Vendor with a justifiable need to be on the premises in the performance of work under this Agreement.

The Vendor is also fully responsible for the complete and continuous supervision of its authorized subcontractors throughout the duration of this Agreement. All services furnished by a subcontractor shall be approved by a County representative in advance, and shall be the responsibility of the Vendor.

Local Office

Vendor is required to have an operating southwest Florida office not more than sixty (60) minutes driving time from 1500 Monroe Street, Fort Myers Florida 33901 under normal traffic conditions. The local office shall be located in southwest Florida and shall be staffed on a full-time basis by the Vendor and a full-time support staff. The local office shall be an independent office of the Vendor from which all work under this Agreement will be managed. Elimination of or substantial reduction of project and support staff performing work under this Agreement without the prior written consent of County shall be cause for termination of the Agreement. In the event the local office is a satellite or affiliate office, the Vendor should demonstrate the capability of the Southwest Florida office to perform independently of the home/corporate office(s); and, conversely, its capability to obtain necessary support from the home/corporate office(s) in a timely manner.

Observation by County

On-site observation and monitoring shall take place at the discretion of a County representative during all phases of work. A County authorized representative may inspect, monitor or review any work performed as determined necessary and appropriate.

Books and Records

The Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the services furnished under this Agreement and make such materials available at its offices at all reasonable times during the Agreement period and for three years (and as required by Federal law and/or regulations) from the date of the final payment under the Agreement. This shall be for inspection by County or by any other governmental entity or agency participating in the funding of the Agreement, or any authorized agents thereof. Copies of said records shall be furnished by the Vendor if requested. Such records shall include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this Agreement.

EXHIBIT B FEE SCHEDULE

Responsibilities of the Vendor

A. Vendor shall be responsible for complete routine preventative and predictive maintenance and adjustments, and all repairs and replacement of parts, as well as all inspections, testing, project and modernization service for all equipment covered by this Agreement.

B. Vendor shall be responsible for all safety devices and shall perform or assist to perform all safety tests, measurements, diagnostics and inspections as required by the State of Florida Department of Business and Professional Regulation or other regulatory bodies, based on applicable code at the time of award of the Agreement.

Should an elevator or escalator fail a safety test, appropriate repairs and/or adjustments must be made and the unit must be placed back in acceptable operational service within twenty-four (24) hours. A request for extension of time may be made by the Vendor if the repair and/or adjustment requires additional time. All requests must be made in writing with a sufficiently justifiable explanation for the delay attached. The Vendor must notify a County representative when a unit has been repaired so the Department of Business and Professional Regulation can be notified to re-inspect the piece of equipment.

C. The Vendor shall be responsible for the repair or replacement of damaged hoistway and elevator door closure mating surface parts and door closure safety sensors and devices. The Vendor shall also be responsible for the repair and replacement of damaged or nonfunctioning indicator lights/lamps, emergency alarms, and telephonic emergency call systems in all elevators. The County is responsible for providing telephone line service for the emergency call system.

D. The Vendor shall be responsible for maintaining, repairing, and/or replacing all electrical wiring and conductors extending to the elevator system from the main disconnect and mainline switches in machine rooms and from outlets in the hoistways. The main disconnect and mainline switches together with fuses for the same are excluded from the Vendor's responsibility.

E. Vendor shall not be held responsible for loss, damages, or delays due to any cause beyond its control, such as: strikes, fire, acts of government, lightning, flood, wind, or vandalism. Any necessary work shall be accomplished in accordance with the extra work provisions of the Agreement or by other appropriate procurement method.

F. Vendor is not responsible for installation of safety devices or attachments not currently on the equipment covered under this Agreement, end user misuse, or malfunctions of other systems (i.e. telephone, fire alarm or life safety systems, power, facility maintenance systems, smoke detectors, etc.) that may integrate with the elevator system but are not part of the covered equipment. Any such work shall be accomplished in accordance with the extra work provisions of the Agreement or by other appropriate procurement method.

G. Vendor is not responsible for the underground piping, the elevator cab floor covering, interior cab lighting and cab interior wall panels. Any such work may be accomplished in

EXHIBIT B FEE SCHEDULE

accordance with the extra work provisions of the Agreement or by other appropriate procurement method.

H. Vendor shall not be held responsible for elevator or escalator State of Florida code, insurance provider or local authority code or required changes, or for additional testing required that might occur after the execution of this Agreement. Any necessary work shall be accomplished in accordance with the extra work provisions of the Agreement or by other appropriate procurement method.

I. Vendor shall not be held responsible for scenarios where no technical issues or faults are observed with the units or equipment upon arrival of the technician/mechanic, or scenarios where the technician/mechanic responds to find the elevator keyed off in some manner, or finds debris in the elevator door sill causing the elevator to malfunction, or finds the elevator doors have timed out due to users holding the doors open too long, or similar issue as may be approved by the County representative. Any necessary work shall be accomplished in accordance with the extra work provisions of the Agreement or by other appropriate procurement methods.

J. Vendor shall not assume possession or control of the equipment or schematics covered under this Agreement without County's written permission. All manuals, diagrams, and related documents or equipment must be returned to the County representative at the end of the contract term or when requested by the representative.

K. Vendor shall ensure that all elevator pits and escalator pits are free of trash, dust, debris, and built-up dirt on a continuing basis, and during each required service maintenance inspection.

Routine Maintenance Work

A. Vendor shall, in accordance with the equipment manufacturer's specifications, on at least a monthly basis, or as may otherwise be stipulated in the manufacturer's operation and maintenance manual or approved maintenance control program (MCP), examine, test, relamp, diagnose, adjust, clean, and lubricate the equipment and repair or replace all worn or defective parts at no additional cost to County. At the Boston Red Sox Stadium and the Lee County Sports Complex (Hammond) bi-monthly visits for traction/hydraulic elevators and equipment shall be required with six (6) hours per unit annually actively engaged in on-site maintenance.

The Vendor shall, at a minimum, plan to expend at least twelve (12) hours per unit annually actively engaged in on-site maintenance of traction/hydraulic elevators, a minimum of twelve (12) hours per unit annually for traction elevators, a minimum of two (2) hours annually and quarterly site visits for wheelchair lifts at Lee County, as well as a minimum of eighteen (18) hours per unit annually of on-site maintenance time actively engaged in preventative and predictive maintenance of escalators, or more as deemed necessary to meet the requirements of these specifications, as approved and with intervals acceptable to the County representative in accordance with OEM service recommendations, State of Florida Department of Business and Professional Regulation codes and requirements, American National Standard Safety Code for elevators and escalators, and American Society of Mechanical Engineers (ASME) codes and recommendations. This does

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not include time for callbacks, inspections, testing, accessory maintenance, or special project or modernization services. The County representative reserves the right to audit the time on site per unit for preventative maintenance time, to include a review of required web-based automated maintenance reports and/or geopositioning (GPS) location tracking services, as deemed appropriate.

The County representative further reserves the right to reduce payment to the Vendor for monthly maintenance services by unit, at their sole discretion, if the units experience extended unplanned or repeated outages that are not explained or justified to the satisfaction of the County representatives, and/or an audit review of the time on site per unit is below that which is deemed appropriate by the County representatives as stipulated herein or in the solicitation documents and related and accepted Maintenance Control Program (MCP).

B. Vendor shall remove all dust, dirt, and debris from surface areas, moving parts, motors, motor pits, and machine rooms when performing any maintenance or repair task.

C. All work performed under the Agreement shall meet the requirements of the American National Standard Safety Code for elevators and escalators, ASME, as well as all applicable codes, permit requirements, and/or license conditions of the State of Florida Department of Business and Professional Regulation.

D. All materials, parts, and components furnished under the Agreement shall comply with all applicable codes and commercial standards. Replacement parts are to be new OEM-type or County approved equivalents. Repaired, refurbished, reconditioned, and/or rebuilt parts, components and assemblies may be allowed with the prior approval of the County authorized maintenance representative. Any repaired, refurbished, reconditioned, and/or rebuilt parts or components approved for use shall meet or exceed the specifications of the new OEM part or assembly, as verified by the system manufacturer.

E. The County representative reserves the right to make, or cause to be made, such inspections, tests, or audits as deemed advisable to ascertain that the requirements of these specifications are being satisfactorily fulfilled. The Vendor shall, at no additional cost to County, accompany and escort a certified elevator and escalator inspector of County's choosing on a comprehensive inspection and testing of all covered equipment at least annually.

In addition, the Vendor, at no additional cost to County, shall perform all system diagnostic and safety tests and procedures as may be required by applicable code, and submit the test results to the County representative and authorized inspector for review and analysis.

If the standards herein specified are not being satisfactorily maintained, the County representative may immediately demand that the Vendor place the elevator or escalator in a condition to meet these requirements. If the Vendor fails to comply with such demands within a reasonable time, the County representative may, by written notice to the Vendor, terminate its right to proceed further with the work. In such event County may take over the work and prosecute it to completion, by

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contract or otherwise, and the Vendor and its sureties shall be liable for any additional costs incurred by County.

Additional/ Optional Escalator Cleandown Services

The Vendor shall, as an alternate at the County representative's discretion, furnish a separate, per unit additional cost for the disassembly and removal of all escalator steps as part of an escalator unit cleandown, and subsequent off-site pressure washing, degreasing, and necessary repair and servicing of all escalator steps, followed by the immediate reassembly and return to operational serviceability of each unit. As part of this project, the Vendor shall properly adjust or replace, as necessary, step rollers, locking tabs, uplift hooks, friction/guide buttons, etc., and replace the unit's gearbox oil with a manufacturer's approved glycoil product, and lubricate the escalator lip track as necessary in accordance with manufacturer's recommendations, at no extra cost to County, as part of an escalator cleandown project task to take advantage of the steps being disassembled and removed for such cleaning.

This task is anticipated to be performed and authorized annually or bi-annually, as determined appropriate and upon the prior written authorization of the County representative, with the intent of not more than one unit being taken out of service at any one time, and scheduled so as not to have any individual unit out of service for more than seventy-two (72) consecutive hours. The escalator systems shall be properly protected and safety barricaded to eliminate the potential for unauthorized access to the equipment. Pricing for this service, as authorized at the sole option of the County representative, shall be provided by the Vendor as a separate, negotiated item.

Equipment Covered

Machinery examination, testing, diagnosis, adjustment, re-lamping, cleaning and lubrication shall include, but not be limited to the following:

- A. Elevators:
 - 1) Traction machine components, including worm gear, thrust bearings, and housings, drive sheave, drive sheave shaft bearings, brakes including brake pulleys, brake coils, break contacts, and linings (as applicable).
 - 2) Hydraulic pump unit components, including valves, pumps, motors, valve magnet coils, v-belts, bearings, seals, vie fittings, seals and packing.
 - 3) Motor and motor-generated components, including auxiliary rotating systems (tachometer and regulator), field windings, rotating elements, commutator, brushes, brush holders, and bearings.
 - 4) Governor, including sheave and shaft assembly, bearings, contacts, and jaws.

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- 5) All idler sheaves, including deflector and secondary, car counterweight, compensation, governor tension assemblies, and related bearings.
- 6) Controller components, including relays, contactors, solid state components and circuit boards, resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices, and computer devices.
- 7) Selector components, including selector drive, and all mechanical and electrical drive components.
- 8) Hoistway door interlocks or locks and contacts, including hoistway door hangars and tracks, bottom door jibs, and auxiliary door closing devices for power operated doors.
- 9) Hoistway limit switches, slowdown switches, leveling switches, associated cams and vanes.
- 10) Guide shoes, including roller or replaceable liners.
- 11) Buffers (spring or oil), including switches, seals, and packing.
- 12) Automatic power door operator, door protective devices, car door hangers, track, and car door contact, and personal protection car door sensors.
- 13) Car and counterweight safety mechanisms, and load weighing equipment.
- 14) Fixtures, including contacts, buttons, key switches, locks, lamps, and sockets of the following devices: button stations (car and hall), hall lanterns, position indicators, direction indicators, master indicator, and control panels.
- 15) Traveling cables for the elevator operations and elevator control wiring in hoistway and machine room.
- 16) Hoist cables, governor cables, compensating cables, and compensating chains (as applicable).

B. Escalators:

- 1) Safety devices, emergency stop stations, demarcation lighting, and step and skirt lighting;
- 2) Step and chain rollers;
- 3) Governors and brakes;
- 4) Electrical switches and wiring;

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- 5) Escalator power unit;
- 6) Bearings;
- 7) Handrails, rollers, guides, and inlet brush safety switches;
- 8) Step chains, motors, and gearboxes;
- 9) Comb plates and impact switches;
- 10) Controller parts and solid state components and circuit boards;
- 11) Steps, step tracks, demarcation strips, and step treads.
- 12) Side balustrade panels, impact switches, and step skirt indexing.

Hours of Operation, Emergency Callback Service, and Compensation

Routine preventive maintenance and repair work may be performed during regular hours, which for purposes of this Agreement shall be Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m., or between the hours of Midnight and 4:30 a.m., as determined appropriate by County. Billable repair work performed between 4:30 p.m. and 8:00 a.m. Monday through Friday, on weekends, and on Lee County observed holidays shall be considered premium labor and must have the prior approval of the County representative. Billable repair work performed between 4:30 p.m. and 8:00 a.m. Monday through Friday, on weekends, and on Lee County observed holidays shall be considered premium overtime or holiday labor and must have the prior approval of the County representative. For callback repair work performed between 4:30 p.m. and 8:00 a.m. Monday through Friday, on weekends, and on Lee County observed holidays, the Vendor shall only be allowed to invoice the difference between the contract premium overtime or holiday labor rates and the regular labor rates, and also must have the prior approval of the County representative. Repair work started on regular time but finishing on premium time shall be so indicated on work tickets and invoices. Additional or extra work on weekends or holidays must have prior approval from the County representative and may be invoiced at the premium labor rate, as applicable.

Emergency repairs shall be performed twenty-four (24) hours a day, seven (7) days a week. The Vendor shall provide for a 24-hour emergency callback service. The Vendor shall provide a telephone contact service on a 24-hour a day, seven (7) days a week basis. County may contact the Vendor at any time to report an equipment failure or malfunction and the Vendor must respond and initiate required corrective action within one (1) hour (i.e. sixty [60] minutes) at no additional cost to County. There shall be no additional charge for parts or labor to County for emergency callback service at any time, except as may otherwise be provided for herein.

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The County representatives shall have the discretion to determine if it is necessary to have the Vendor respond to a service call related to an outage of one or more systems covered under the Agreement, or to defer such response to the next regular operating hours. Outages involving entrapments, major damage, unsafe conditions, electrical concerns, fluid leaks, or significant customer service impacts, or other condition(s) as determined appropriate by the County representative, shall warrant an immediate response not to exceed the response time provided for herein. The inability to respond within the times provided for herein may be considered as cause for placing a service call to another qualified vendor to effect repairs or address the service issue - in such event, the County representative reserves the right to deduct the cost of such alternative vendor's services from the next Vendor's invoice. Continued inadequate response(s) may serve as cause for termination of the Agreement, at the sole discretion of the County representative, and applicable termination notice requirements may be waived as determined necessary.

Performance of Work

- A. After a piece of equipment is removed from operation for repair and/or maintenance work, such work shall be performed continuously without stoppage until all work is completed, and the equipment is in good and safe operating condition.
- B. Should the performance of the work be discontinued for any reason, the Vendor shall notify County immediately of its intention to stop work. The Vendor shall furnish and set in place, as appropriate, all necessary safety barricades and warning/directional signs.

Inspection and Service Visits

In addition to routine preventive maintenance work, the Vendor shall visit the site at least monthly and perform the following on each elevator and escalator unit included as covered equipment:

- A. Contact the County representative and obtain a list of items requiring corrective action. When corrective action has been completed the Vendor shall return the above mentioned list stating what, if any, corrective repair actions were taken.
- B. Elevators:
 - 1) Ride car, check starting and stopping operations of doors, reversal devices, check car stopping and leveling operation, and check for unusual noises.
 - 2) Check all indicator lights in the car and at all floors. Check control panels for broken knobs, cracked windows/lens and missing screws. Check all emergency call devices and alarms for proper operation and confirm proper two way communications with the Lee County Communications dispatchers.
 - 3) Inspect all equipment in the machine room paying particular attention to contacts, relays, connectors, temperature, and lubricant fluid levels. Proper maintenance and cleanliness of machine room is the responsibility of the Vendor.

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- 4) Check condition of pit and clean as necessary.
 - 5) Perform a monthly fireman's inspection of each elevator unit as per applicable code. Boston Red Sox and Lee County Sports Complex are to be performed every other month.
- C. Escalators:
- 1) Ride each escalator, observe starting and stopping, and check for unusual vibration and noises.
 - 2) Check general condition of handrail and splices, check handrail for adequate tension and clean handrail brushes if necessary. Check emergency shutoff devices as appropriate.
 - 3) Inspect controller box in the escalator pit particular attention to contacts, connectors, and relays. Proper maintenance and clean-up of escalator pits is the responsibility of the Vendor.
- D. Make corrections as indicated by the inspection reports and by the County, or outside contractor.
- E. The Vendor shall place neat and durable personnel safety guard barriers satisfactory to the County representative around equipment which could cause a hazard to personnel prior to removal of said equipment from operation. Vendor is responsible for the complete and immediate clean-up of any area(s) soiled as a result of maintenance or repair activity.

Forms and Reports

A. Within thirty (30) days of award of Agreement, Vendor shall develop and implement a written routine Maintenance Control Program (MCP) and work schedule for the equipment covered under the Agreement. The MCP's check charts must contain all items requiring routine inspection, examination, testing, diagnosis, adjustment, cleaning and lubrication, and identify the frequency of such service. A copy of the MCP and schedule and any changes shall be submitted to the Facilities Construction & Management and Procurement Department representatives for review and approval prior to implementation. Once approved by County, the MCP shall supersede and replace the draft MCP that Vendor submitted as part of its bid.

The MCP shall standardize the required maintenance procedures for each covered unit. The MCP required maintenance procedures shall be determined for each unit based on the equipment, usage, and the age and demonstrated reliability of the equipment. Appropriate maintenance procedures shall be initiated to promote consistent reliable performance from each unit covered under the Agreement. An automated service request history shall be made available to the County representative, and if the frequency of service requests were to increase, additional service shall

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be scheduled to improve the performance and reliability of the unit. Reliability of the equipment is essential to a successful maintenance program, and shall be used as a measure of successful performance under the Agreement. The Vendor's MCP shall establish a system whereby all maintenance tasks and procedures are planned and scheduled in advance, based on actual site conditions and specific to the systems at Lee County and covered by the Agreement.

The Vendor's MCP shall plan and record completion of maintenance procedures as defined in the MCP at the approved and proper times and intervals. Intervals shall be monitored and recorded so as to properly schedule the necessary procedures in advance. The County will notify the Vendor in writing of a request to increase preventative maintenance service time, frequencies, or intervals on covered equipment units based on the reliability of the equipment, usage, demand, run time, age, or related factors, and the Vendor shall comply with the County's request.

B. Following each monthly service visit or emergency response, the Vendor shall submit an electronic service ticket by email to the County representative indicating the date, time of service, service personnel, and hours worked by each, condition of the equipment, parts and components utilized, and a list of items corrected.

C. The Vendor shall submit to the County representative quarterly system reports. These reports shall identify the equipment number, site visits, checks, services performed, repairs made and parts utilized. The reports shall be submitted separately, but shall reference the date of service listed on the service tickets for coordination purposes.

D. The Vendor shall implement an automated, user-friendly web-based reporting system and furnish the County representative with electronic access to view all preventative and repair maintenance reports and service call details as required under this Agreement. The web-based reporting system shall accommodate access for viewing and monitoring of contract reports and related system information within one hundred twenty (120) calendar days of the initial Agreement start date.

E. If the Vendor fails to submit and maintain the required forms and reports as stipulated herein that failure may result in a suspension or delay of payment to the Vendor for the monthly service fees relating to the affected systems and equipment until the proper forms and/or reports are completed to the satisfaction of the County representative. Any subsequent delay in the provision of services included in this Agreement shall be considered as non-compliance and subject to corrective actions, including stop work orders, third party intervention, and contract termination, as determined appropriate and necessary by the County representative.

Spare Parts and Job Material Inventory and Procurement

A. Vendor shall maintain, at its expense, a comprehensive off-site inventory warehouse of parts for all the equipment covered under this Agreement, or be able to obtain any part within four (4) hours at no additional cost to County. The comprehensive off-site inventory shall include, but is not limited to, door operator motors, brake magnets, generator and motor brushes, controller switch contacts, selector switch contacts, solid state components, selector tapes, door hangers,

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rollers, and hoistway limit switches. The warehouse shall be available for inspection by the County representative at any reasonable time during the term of the Agreement to verify compliance with the intent of maintaining such a comprehensive off-site parts inventory warehouse.

B. Vendor shall maintain a supply of contacts, coils, leads, brushes, lubricants, and other minor parts, consumables and materials in a machine room for performance of routine preventive and repair maintenance at no additional cost to County. All such parts, consumables, and materials shall be properly stored in closed, fire resistant cabinets to be furnished by the Vendor.

C. In addition to the parts, materials, and consumable required above, the Vendor shall maintain an on-site inventory of additional specific parts and components as detailed in the Minimum On-Site Spare Parts Inventory to minimize equipment out of service time at no additional cost to County. The Vendor shall furnish a separate closed and secure fire resistant cabinet(s) or locker(s) to store the required parts in a location to be determined by County. The Vendor shall document all parts and components removed and/or added from and to this on-site inventory, documenting the date, time, affected unit, and condition requiring the utilization, removal and/or replacement of said parts and components. The Vendor shall promptly arrange to replace said part(s) or component(s) into the Minimum On-Site Spare Parts Inventory. This Minimum On-Site Spare Parts Inventory requirement is above and beyond the comprehensive off-site inventory requirements and on-site minor parts, supplies, and consumables materials or any other parts requirements described in these specifications.

The Vendor's Minimum On-Site Spare Parts Inventory shall be subject to inspection and audit at the discretion of the County representative. In the event the Vendor's Minimum On-Site Spare Parts Inventory is found to be missing required on-site parts or components, the Vendor shall be informed of such shortage in writing, and shall be required to replace such missing part(s)/component(s) inventory within thirty (30) days at no additional expense to County.

D. Vendor shall, at no additional charge to County except as otherwise provided for herein; replace all worn, damaged, and malfunctioning elevator and escalator system parts, components, and materials identified during a preventative maintenance inspection or during a callback repair service. Regular or high volume parts, as recommended by the Vendor in addition to the Minimum On-Site Spare Parts Inventory, or other parts components, and materials may be stored in an additional separate closed fire resistant cabinet furnished by the Vendor in a location to be determined by County.

E. Vendor shall only invoice County for billable parts or components, as defined and provided for herein, brought from inventory or a retailer, and subsequently installed and/or used at Lee County. The Vendor shall invoice the County the percentage mark-up for non-manufacturer's system parts authorized for installation in the covered equipment from the Exhibit B Fee schedule. If the part(s) furnished by the Vendor are provided or manufactured directly by the Vendor or its affiliate, the Vendor shall invoice the manufacturer's retail price for said part, less any allowable discounts. Purchase price for non-manufacturer's parts includes any state sales tax that may be applicable. Freight and shipping services shall be invoiced on a direct pass through basis, and shall not be subject to markup by the Vendor. If requested, the Vendor shall furnish invoices or

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statements to support the cost of any authorized part purchase. All repair and replacement parts shall be OEM per original elevator/escalator manufacturer, unless otherwise approved in advance by County.

F. In the event that the cost of replacement parts shall exceed twenty-five percent (25%) of the replacement value of the equipment under work, the Vendor shall cease work and so notify the County. The County reserves the option of authorizing work continuance or to withdraw the equipment from service.

Third Party Inspections and Applicable Code Compliance

A. County shall arrange for an annual safety and quality assurance inspection of the covered equipment by an expert inspector/consultant of County's choosing, as required by the State of Florida Department of Business and Professional Regulation. The Vendor shall assign at least one (1) but no more than two (2) technician(s) or mechanic(s) to accompany the County inspectors on all initial and follow-up inspections and to assist in opening equipment, testing, etc. The Vendor shall not be compensated for the time spent in assisting with the required annual equipment inspections, and any related follow-up inspections/testing. The Vendor shall be eligible for compensation, as per the applicable contract hourly labor rate(s), for time spent in assisting with any additional system and equipment inspections as may be requested by the County representative.

B. Inspections shall be scheduled and performed at intervals to be determined by County. County shall use these inspections as a determination of the quality and efficiency of current preventative and repair maintenance services being provided by the Vendor.

C. All inspection results shall be made available to the Vendor. The Vendor shall make the necessary corrections within the scope of the Agreement to address any recommendations which are cited in the inspection report and with prior approval in writing by County.

D. The Vendor shall maintain the equipment in compliance with all applicable codes, directives, and advisories as required in the industry or any governmental entity, and specifically as mandated by the State of Florida Department of Business and Professional Regulation for the code in effect at the time of the award of this Agreement. The Vendor, in conjunction with the County designated third party inspector as part of the required annual inspection, shall provide and perform all required equipment safety inspections, diagnostic testing, cleaning, adjusting, repairs, and correction of all noted discrepancies, without delay as described herein, as well as any other functions and activities required by applicable codes. This shall include, but not be limited to, the following items and systems:

- 1) Annual cleandowns of (or as otherwise required) elevator and escalator equipment
- 2) Annual (or as otherwise required) escalator comb plate impact switches

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- 3) Annual (or as otherwise required) escalator side panel skirt switches
- 4) Annual (or as otherwise required) escalator step skirt indexing

County Inspections

- A. County personnel shall routinely conduct cleanliness or potential fire hazard inspections of all equipment and associated mechanical rooms. The Vendor shall keep each elevator and escalator mechanical room and any on-site parts/materials/consumables lockers and cabinets in a clean, safe and acceptable condition, as determined appropriate by the County representative.
- B. Subsequent to these inspections, the Vendor shall take immediate steps to correct all discrepancies observed by the County representative within forty-eight (48) hours of being notified in writing of such discrepancy.

Communications

- A. The Vendor shall establish an effective communications link with County for the duration of the Agreement. Vendor must provide a home/office telephone number, answering service, or cell phone number that County can use to contact the Vendor on a 24-hour basis, seven (7) days a week.
- B. County reserves the right to withhold all or part of any payment due to the Vendor until such communication is present or if the Vendor fails to respond to the County representative within sixty (60) minutes.
- C. The Vendor shall cooperate with County representatives in performing work so that interference with the normal operations of Lee County will be held to a minimum. The Vendor shall check in with the County designated representative prior to beginning work, and prior to departing Lee County upon conclusion or completion of the work to provide an equipment status update. The County representative shall furnish the Vendor with procedures and contact telephone numbers for the designated representative(s) to accommodate the coordination of all service and maintenance issues and activity with Lee County. County reserves the right to withhold all or part of any payment due to the Vendor in the event the Vendor fails to contact the County designated representative to check in and out, and/or to coordinate or provide appropriate status updates.

Extra Work Authorization

- A. The County shall be authorized to request the Vendor perform certain billable or extra work, as defined herein, on a per task basis. Any extra work must have prior written authorization of the Lee County Procurement Director, or his/her designee. Such work tasks may include, but shall not be limited to, repair of equipment necessitated by vandalism, accidental damage, or natural causes, system enhancements or modifications, and/or the installation or additional controls and safety devices.

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Compensation to the Vendor

A. The Vendor shall be compensated on a monthly fixed fee basis for all preventative maintenance services, callback services, and inspections as specified in the Agreement. However, County reserves the right to withhold not more than fifty percent (50%) of the monthly amount if work is determined by County representatives to be incomplete or not properly completed, minimum planned preventative and predictive maintenance time or frequencies are not being met, or for unreasonable delivery time for parts, components, and materials, as determined appropriate by County, until the work is completed and approved by the County representative. Compensation for preventative maintenance service, callback service, and inspections includes all necessary labor, parts, materials, consumables, overhead, profit, delivery, storage, burden, insurance, bonds and all similar incidental costs required to complete the work.

B. The Vendor shall be compensated on a monthly, time and material or per job basis for billable or extra work completed and approved by the County representative.

C. County shall reimburse the Vendor for billable parts needed at the purchase price plus a mark-up, or at retail less applicable discounts for any Vendor direct-supplied OEM parts as specified in the Agreement, or as applicable. Freight and shipping charges shall be a direct pass through and are not subject to Vendor markup. The Vendor may be requested to submit copies of vendor invoices, price lists, bills of lading, packing slips, and related supporting documentation with their invoices.

D. County reserves the right to add or delete equipment from this Agreement with an appropriate change in the compensation to the Vendor. Any change in compensation shall be calculated on a plus or minus to unit rates as specified in the Agreement, or as negotiated to reflect per system operational or structural conditions or variations or as appropriate for additional or extra work, as applicable and determined appropriate by County.

Shift, Weekend and Holiday Work

A. The Vendor shall conduct all work at such times and in such a manner as to ensure minimal interference with ongoing Lee County operations. This may necessitate the Vendor to conduct certain activities outside of designated regular hours as determined necessary at the sole discretion of the County representative.

B. Work to be performed under this Agreement shall normally be accomplished Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m., or as otherwise arranged between the Vendor and the County representative. The County representative reserves the right to interrupt or alter the work schedule as necessary on a temporary or permanent basis within the time frame provided at no additional cost to County. The County representative must give the Vendor at least forty-eight (48) hours notice to any schedule changes except in an emergency situation as determined by the County representative.

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C. No work requiring the presence of the County representative shall be permitted on Saturday, Sunday, or legal Holidays designated as overtime holidays, except when approved in advance by the County representative, in writing, forty-eight (48) hours in advance of the desired workday(s), or in cases of emergency, and then to such extent as is absolutely necessary.

Scheduling of Work

The Vendor shall, within thirty (30) days of Agreement commencement, develop and implement a Maintenance Control Program (MCP), as approved by the County representative, which standardizes the required maintenance procedures for each covered unit. Once approved by County, the MCP shall supersede and replace the draft MCP that Vendor submitted as part of its bid. The MCP procedures shall be determined for each unit based on the equipment, usage, age of the equipment, or reliability of the unit. Appropriate maintenance procedures shall be initiated to promote consistent reliable performance from each unit covered under the Agreement. An automated service request history shall be made available to the County representative, and should the service request frequencies increase, additional service shall be scheduled to improve the performance and in-service ratio of the unit. Reliability of the equipment is essential to a successful maintenance program, and shall be used as a measure of successful performance under the Agreement. The Vendor's MCP shall establish a system whereby all maintenance tasks and procedures are planned and scheduled in advance, based on actual site conditions and specific to the systems at Lee County and covered by the Agreement.

The Vendor shall use the MCP to plan and record completion of maintenance procedures as defined in the MCP at the approved and proper levels. Intervals shall be monitored and recorded so as to properly schedule these procedures in advance.

Emergencies

An emergency shall be defined as an entrapment in an elevator, major or multiple system outages, or other situation which results in an extraordinary customer service impact to the users at Lee County facilities. In the event of an emergency as may be declared by the County representative, the Vendor shall dispatch a technician to Lee County immediately.

The technician shall respond to entrapment service requests by being on site within thirty (30) minutes during regular business hours, or no more than sixty (60) minutes outside of regular business hours, to the extent practicable. If an elevator entrapment has occurred due to misuse, travel time to and from the County facility shall also be included in the additional costs.

Maintenance Records

The Vendor shall have an established, web-based record keeping system. The documentation system shall include all reports of elevator and escalator service requests placed by County and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately discovered, and the steps or actions taken to correct the problem, and whether the issue was performed as a callback service preventable under the preventative and

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predictive maintenance control program, or as a billable service not otherwise preventable under the preventative and predictive maintenance control program. These records shall also be kept on an individual unit basis.

The Vendor shall keep archived a maintenance history, used by the technician to record completed work. The maintenance history shall indicate the last completion date for each procedure by unit. In addition, the history shall be maintained throughout the life of the Agreement, as may be amended, renewed, or extended, and for no less than three (3) years after final payment on the Agreement, so that procedures completed in year prior to the current year are properly documented.

The Vendor, upon the County's request, shall provide copies of all service tickets and/or checked maintenance report to support any submitted invoice. When a technician is on site for maintenance, the time ticket may be emailed electronically from the technician to the County representative. In cases where the technician is on site for a service request, the time ticket may similarly be emailed electronically from the technician to the County representative.

The Vendor shall maintain, in the elevator and/or escalator machine room, all maintenance records in accordance with the requirements of ASME A1 7.1, 2004, Item 8.6.1.4., or the succeeding or replacement requirement. In addition, the Vendor shall furnish the County representative with additional copies of its standard customer report of repairs, tests, and service requests for the units, listed by unit.

Plans and documents shall be updated with any changes made and shall remain in possession and ownership of County. Documentation shall include all programming changes and modification to protect and preserve the reliability of the documentation.

Use of Technology

The Vendor shall have the capability to effectively use advanced technology to enhance the quality and efficiency of its Maintenance Control Program (MCP). Such capabilities may include, but not be limited to remote elevator monitoring technology, enhanced access to technical support for front line technicians, advanced data collection and analysis capabilities, and online customer access to maintenance records.

Online Access to Records

In addition to phone service records, the Vendor shall furnish an online service to allow the County representatives direct access to a 24-hour dispatching system and database from a personal computer, tablet, or handheld smart device. This service shall allow the County representative to place a service request and review the status of the service request directly from the PC, tablet, or smart device. The County representative shall further be able to access repair and service request history for all covered equipment. The Vendor shall furnish instructions and training on how to use the system, and include all licensing, at no cost to County.

At a minimum, the Vendor's online system shall be able to furnish the following:

Solicitation No. B170151ANB Elevator Service & Repair

EXHIBIT B FEE SCHEDULE

- A) A twelve (12) month rolling history of service request data that shall show dates, times, reported problem and resolution. Units shall be "live" to show status of all calls (received, dispatched, onsite, completed).
- B) Mean time between service request data on a per unit basis.
- C) A six (6) month history of all visits to Lee County facilities including those for maintenance, service requests, testing, repairs, or project work.
- D) Proposal history to view any open proposals and service recommendations.
- E) Local sales representative and supervisor/superintendent contact information.
- F) Generate emails to the County representative for service request notifications, summary of service requests (weekly, monthly, quarterly, or annually).
- G) Indicate if equipment has remote monitoring.
- H) Data shall be able to be downloaded into either an 'excel' or' .pdf document format.

Wiring Diagrams

The Vendor shall be responsible for maintaining wiring diagrams current with all changes or additions made to the equipment's wiring system in accordance with the requirements of ASME A17.1, 2004, Item 8.6.1.6.3. Any wiring changes shall be to point of origination and not spliced. The original (reproducible type) diagrams are the property of County and are to be kept on file in the office of the County representative at all times. Additionally, one set of marked up diagrams shall remain or become the property of County.

Written Safety Program

The Vendor shall use only technicians trained in maintaining the makes and models of the equipment to be maintained, supervised and directly employed by the Vendor and shall use reasonable care to see that the equipment is maintained as set forth herein. The maintenance work shall not be assigned to any agent or subcontractor without the prior written approval of the County.

Modernization

The Vendor, as requested by the County representative, shall offer a complete range of repairs and upgrade solutions ranging from any improvement, modification, renovation or additional equipment of accessories or features added or made to covered elevator or escalator units, to

EXHIBIT B FEE SCHEDULE

improve or enhance the performance, safety, reliability, aesthetics, cosmetic appearance, or to meet any new code (building or equipment) requirements, local jurisdiction requirements, insurance requirements or to repair any equipment that may need to be modified or replaced due to obsolescence, flood, fire, any damage done to equipment for any reason, part failure, misuse or age. Examples may include, but not be limited to, new or updated controller for all types of equipment, new or updated signal fixtures for all types of equipment, a new hydraulic jack, machine or pump unit modifications or replacements, new or modifications to elevator cab interiors, new door edges, new valves, new ropes/cables, new or modified door equipment, ADA compliance upgrades, code upgrades, safety enhancements, escalator steps, etc.

The Vendor, as requested by the County representative, shall examine the existing equipment, determine current condition of any retained components, space conditions or restrictions, power supply and availability, mainline disconnect, and make any surveys necessary to repair and/or upgrade and modernize any existing covered equipment. Any retained components are to be examined, cleaned, and adjusted as necessary.

Obsolete components or equipment modifications necessary to accommodate replacement of obsolete components are not covered under the price of this Agreement and shall be quoted separately.

Minimum On-Site Spare Parts Inventory

Also, please find the minimum parts list that should be stocked locally in order to keep your elevators up and avoid long down-time delays.

PART NUMBER	DESCRIPTION	Quantity	Manufacturer
KM277931	Tachometer	3	KONE
US95879001	Tach. Wheel	2	KONE
KM616267G02	Tach. Cable	2	KONE
US64655015	Brake	2	KONE
KM710216g04	Brake	2	KONE
KM784780g01	Brake cable	2	KONE
KM762710G01	HAS Board	3	KONE
KM713700G13	Floor Control Board	3	KONE
KM713228G03	Magnet aligning	6	KONE
KM713228G01	Magnet aligning	6	KONE
KM280876	Hoistway switch	3	KONE
KM277938	Encoder	3	KONE
KM280260	O-ring	3	KONE
KM89144g01	Gov. motor unit	3	KONE
US52874002	Tension sw.	2	KONE
KM254372	Tension sw.	2	KONE

EXHIBIT B FEE SCHEDULE

KM283208	Tension sw.	2	KONE
KM280478	Final limit sw.	2	KONE
KM802870g02	LCEGTWO board	2	KONE
US64594002	Oscillator	3	KONE
KM823857G01	Inspect station	1	KONE
KM802850g11	Car top cross connect brd	2	KONE
KM802890g01	Car top crss conn II brd	2	KONE
KM770210G01	KRM Interface brd	2	KONE
KM280783	Pwr supply brd	2	KONE
km86800G16	CWT roller assmbly	4	KONE
KM604124G16	Roller assmbly	4	KONE
KM713780g01	LCEFOB brd	3	KONE
KM782999g02	Drive	2	KONE
KM953503g14	Drive	2	KONE
MC-PCA-OA2K	PC ADV. Program	1	Motion Cntrl
SC-SB2K-H	RLY BD Main	2	Motion Cntrl
SC-HDIO	3I Dens I/O BD	1	Motion Cntrl
HC-PCI/O	POWER INPUT/OUTPUT	1	Motion Cntrl
HC-I40	I/O EXPANDER	1	Motion Cntrl
SC-BAH	By Pass board	1	Motion Cntrl
HC-DB-MOD	Door Board	1	Motion Cntrl
HC- CI/O	CALL INPUT/OUTPUT PCBA	1	Motion Cntrl
HC-GB	GONG BOARD W/2 RELAYS	1	Motion Cntrl
6300 HLI	user interface	1	Thyssen Krupp
6300 PY2	door board	1	Thyssen Krupp
6300 CE2	aux sensor	1	Thyssen Krupp
6300 LN1	lon board	1	Thyssen Krupp
6300 FF2	interface board	1	Thyssen Krupp
KM803942g01	Brake control brd	2	KONE
KM773380g02	LCECPU brd.	2	KONE
KM773360g01	LCEADON brd.	2	KONE
KM713150G11	LCEOPT brd.	2	KONE
KM782998g08	Brake resist module	1	KONE
KM782998g02	Brake resist module	1	KONE
KM713180G11	Gateway brd.	2	KONE
KM713180G09	Rectifyer brd.	2	KONE
KM713110G04	LCECAN Brd	1	KONE
KM781380G01	HCB Brd.	2	KONE
KM757650G11	LCE COB brd.	2	KONE
KM277949	Filter	1	KONE

EXHIBIT B FEE SCHEDULE

KM804163g06	Button	3	KONE
KM804164g07	Button	3	KONE
KM804122g02	Lantern	2	KONE
KM804263H01	PI Display	2	KONE
US77591001	Door motor	2	KONE
KM5060047	Drive motor	1	KONE
KM3719604	Comb segment	4	KONE
KM3719605	Comb segment	4	KONE
KM3719606	Comb segment	4	KONE
KM5060005	Hub	1	KONE
DEE3704422	Escalator step	4	KONE
KM5072295G10	Power sply brd.	1	KONE
KM5072323g01	CPU	1	KONE
KM5072315H30	Starter	1	KONE
US96224002	Switch	4	KONE
us68689001	Stop sw./cover	1	KONE
US97030001	Step detector	1	KONE
us96222002	Demarcation light	1	KONE
US520141410	Soft starter	1	KONE
2529413	Brd	1	Otis
A8114A1	Brd	1	Otis
B8110C2	Brd	1	Otis
0124B	Brd	1	Otis
8120 E1	Brd	1	Otis

EXHIBIT B FEE SCHEDULE

Lee County Elevators and Chair Lifts

Facility	Building #	Elevator #	Total Elevator(s)	Total Lift(s)
Melvin Morgan Constitutional Complex	5151340	1, 2, & 3 SERVICE	3	0
Ortiz Jail Complex	5151349	1, 2, 3, & 4 (3 & 4 under contract with TK**)	4	0
Cape Coral Government Complex	5151351	1 & 2, Lifts 1 & 2	2	2
Public Works	5151352	N1, N2, S1 & S2	4	0
Admin	5151341	1, 2 & 3	3	0
Old Courthouse	5018684	1	1	0
Justice Center Proper	5151342	1 - SERVICE, 2, 3, 6, 7, 8, 9, 10, 11	9	0
Justice Center Tower	5186527	PE1, PE2, PE3, PE4, J1, J2, PR1, PR2, ESC-UP, ESC-DOWN CHAIRLIFTS IN CR 2A, 2B, 3A, 4A, 4B, 5A, 5B, 6A, 7A, 7B, 8A, 8B 5A, 5B, 6A, 7A, 7B, 8A, 8B	8	19
CenturyLink Sports Complex	5151363	1, 2 & 3	3	0
Twins Players Academy		1	1	0
City of Palms	5019527	1	1	0
Kelly Road Soccer Field	5151364	1 - CHAIRLIFT	0	1
Mid Point Toll Facility	5151366	1	1	0
Justice Center Annex	5016281	1, 2, 3, 4 - GARAGE	4	0
County/City Annex	5161870	1 & 2	2	0
Admin East	5170210	1, 2 & 3	3	0
Sanibel Toll Facility	5168249	1	1	0
Lakes Regional Library	5188934	1 - CHAIRLIFT	0	1
Sheriff Gun Range	5188944	1 - CHAIRLIFT & 2 - CHAIRLIFT	0	2
Downtown Jail	5060887	1, 2, 3, 4, 5 - FREIGHT	5	0
Employee Parking Garage	5195762	1 & 2	2	0
Ft Myers Regional Library	5216709	1, 2 & 3	3	0
JetBlue Stadium	5205540	1, 2 & 3	3	0
Solid Waist		1	1	0
Totals			64	25

**EXHIBIT B
FEE SCHEDULE**

<i>Item #</i>	<i>Description</i>	<i>Number of Units</i>	<i>Monthly Maintenance Location Price</i>
1	Lee County Sports Complex (Hammond) 14100 Six Mile Cypress Pkwy., Fort Myers, FL	4	\$1095.16
2	Lee County Government Bldg., (Cape Coral) 1039 Southeast 9 th , Cape Coral, FL	4	\$768.22
3	Lee County Constitutional Complex 2480 Thompson St. Fort Myers, FL	3	\$986.34
4	Lee County Administrative Bldg. 2115 2 nd St., Fort Myers, FL	3	\$1030.53
5	Lee County Justice Center & Court Bldg. 1700 Monroe St., Fort Myers, FL	9	\$3048.04
6	Lee County Jail 2115 Martin Luther King Blvd., Fort Myers, FL	5	\$1674.00
7	Old Lee County Courthouse 2120 Main St., Fort Myers, FL	1	\$299.96
8	Public Works Bldg. 1500 Monroe St., Fort Myers, FL	4	\$1286.94
9	Kelly Road Chair Lift 7340 Concourse Dr., Fort Myers, FL	1	\$84.15
10	Lee County Palms Park (Old Red Sox) 2201 Edison Ave., Fort Myers, FL	1	\$299.96
11	Lee County Admin East Bldg. 2201 2 nd St., Fort Myers, FL	3	\$1030.53
12	Lee County Mid-Point Bridge 1930 Southeast 23 rd , Cape Coral, FL	1	\$299.96
13	Lee County Sanibel Bridge Toll Plaza 18700 McGregor Blvd., Fort Myers, FL	1	\$328.78
14	Lee County City-County Dev. Services 1825 Hendry St., Fort Myers, FL	2	\$599.92
15	Lee County Justice Center Annex 2000 Main St., Fort Myers, FL	4	\$1286.30
16	Lee County Lakes Regional Library 15290 Bass Rd., Fort Myers, FL	1	\$84.15
17	Lee County Gun Range 6570 Felix Romano Ave., Fort Myers, FL	2	\$168.30
18	Lee County Justice Center Exp TP Elevator 1700 Monroe St., Fort Myers, FL	8	\$2630.24
19	Lee County Justice Center Exp Escalator 1700 Monroe St., Fort Myers, FL	2	\$1087.16
20	Lee County Justice Center Exp Which Lifts 1700 Monroe St., Fort Myers, FL	17	\$1430.55
21	Lee County Parking Garage Elevators 2120 Monroe St., Fort Myers, FL	2	\$599.92
22	Lee County Material Recycling Facility 10550 Buckingham Rd., Fort Myers, FL	1	\$299.96

**EXHIBIT B
FEE SCHEDULE**

23	Lee County Downtown Library 2450 NW 1 st St., Fort Myers, FL	3	\$986.34
24	Boston Red Sox Stadium 11581 Daniels Pkwy., Fort Myers, FL	4	\$905.52
25	Ortiz Correctional Center 2501 Ortiz Ave., Fort Myers, FL	4	\$1199.84
Grand Total			\$23,510.71

Extra Work and Parts Cost

Extra Work Fixed Labor Rates:

<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Regular Rate</i>	<i>Full Overtime</i>	<i>Full Overtime Sunday/Holiday</i>
1a	Certified Elevator Technician	Hour	\$269.00	\$457.30	\$345.82
2a	Mechanic Helper	Hour	\$215.00	\$365.50	\$276.65
3a	Team (1 CET & 1 Helper)	Hour	\$484.00	\$561.60	\$627.47

Percentage discount from Vendor Retail Price for Vendor Direct-Furnished OEM Replacement Parts:

Percentage: **40%**

Percentage mark-up from Vendor Cost for Non-Manufacturer Replacement Parts:

Percentage: **35%**

Additional Escalator Clean down Service Cost: \$7,475.00/ Each Escalator

EXHIBIT C INSURANCE

Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent Vendors, and contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

EXHIBIT C INSURANCE

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**

- b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.***

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general Vendor to ensure that all subVendors comply with all insurance requirements.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Profit Corporation

KONE INC.

Filing Information

Document Number	812201
FEI/EIN Number	36-2357423
Date Filed	09/13/1957
State	DE
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/06/2010

Principal Address

ONE KONE COURT
MOLINE, IL 61265

Changed: 04/13/2007

Mailing Address

ONE KONE COURT
MOLINE, IL 61265

Changed: 04/13/2007

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 03/26/2007

Address Changed: 03/26/2007

Officer/Director Detail

Name & Address

Title T

BAUSCHKA, MICHAEL P
ONE KONE COURT
MOLINE, IL 61265

Title D

WASH, LARRY G
4225 Naperville Road
Suite 400
Lisle, IL 60532

Title S

STEPANIAK, KURT E
4225 Naperville Road
Suite 400
Lisle, IL 60532

Title D

SCHMID, JR., KENNETH E
4225 Naperville Road
Suite 400
Lisle, IL 60532

Title P

Wash, Larry G
4225 Naperville Road
Suite 400
Lisle, IL 60532

Title Senior Vice President

SCHMID, JR., KENNETH E.
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Annual Reports

Report Year	Filed Date
2015	01/13/2015
2016	01/28/2016
2017	02/07/2017

Document Images

02/07/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
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04/13/2007 -- ANNUAL REPORT	View image in PDF format
03/26/2007 -- Reg. Agent Change	View image in PDF format
01/20/2006 -- ANNUAL REPORT	View image in PDF format
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04/28/2003 -- ANNUAL REPORT	View image in PDF format
03/27/2002 -- ANNUAL REPORT	View image in PDF format
01/23/2001 -- ANNUAL REPORT	View image in PDF format
01/26/2000 -- ANNUAL REPORT	View image in PDF format
01/12/2000 -- Name Change	View image in PDF format
02/22/1999 -- ANNUAL REPORT	View image in PDF format
02/05/1998 -- ANNUAL REPORT	View image in PDF format
01/24/1997 -- ANNUAL REPORT	View image in PDF format
01/24/1996 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago, IL 60601	CONTACT NAME: Aon Client Services PHONE (A/C, No, Ext): 866-283-7122 FAX (A/C, No): 847-953-5390 E-MAIL ADDRESS:
INSURED KONE Inc. Attn: insurancerequests@kone.com One KONE Court Moline IL 61265	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 37869093

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		MWZY 57732	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		MWTB 20018	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	MWC 115397 09 (AOS) MWXS 822 09 (OH)	1/1/2017 1/1/2017	1/1/2018 1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract No. 40130583 - Project/Location: Lee County various locations Fort Myers FL
Certificate Holder and other parties as required by contract are listed as additional insured to the extent of the terms of the contract.
Certificate Holder and other parties as required by contract are listed as Additional Insured for completed operations only to the extent of the terms of the contract. Lee County a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials will be named as an Additional Insured on the General Liability policy including products and completed operations coverage.

CERTIFICATE HOLDER

CANCELLATION

Lee County Board of County Commissioners
P. O. Box 398
Fort Myers FL 33902

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Aon Risk Services Central, Inc.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract unless specifically endorsed on another endorsement attached to this policy.	On File With Company
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract unless specifically endorsed on another endorsement attached to this policy.	On File With Company
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

All persons or organizations as required by written contract.

With respect to LIABILITY COVERAGE, Who Is An Insured is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;
2. an "employee" of yours; or
3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

A.M. Best Rating Services

Old Republic Insurance Company (2)

A.M. Best #: 000733 NAIC #: 24147 FEIN #: 250410420

Mailing Address

P.O. Box 789
Greensburg, PA 15601-0789
[United States](#)

[View Additional Address Information](#)

Web: www.oldrepublic.com

Phone: 724-834-5000

Fax: 724-834-8204

Financial Strength Rating



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [058439 - Old Republic International Corporation](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating:	A+ (Superior)
Financial Size Category:	XII (\$1 Billion to \$1.25 Billion)
Outlook:	Stable
Action:	Affirmed
Effective Date:	April 13, 2017
Initial Rating Date:	June 30, 1940

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term:	aa-
Outlook:	Stable
Action:	Affirmed
Effective Date:	April 13, 2017
Initial Rating Date:	June 20, 2005

u Denotes [Under Review Best's Rating](#)

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Darian Ryan
Director: Jennifer Marshall, CPCU, ARM

Disclosure Information



View A.M. Best's [Rating Disclosure Form](#)



[A.M. Best Affirms Credit Ratings of Subsidiaries of Old Republic International Corporation](#)
April 13, 2017

Rating History

A.M. Best has provided ratings & analysis on this company since 1940.

Financial Strength Rating

