

## **Contract**

This Contract (hereinafter called "Contract") is hereby made on this 5th day of July 20 22, by and between Muskogee County, hereafter called client, and (Vendor) KONE, P.O. Box 22251 NEW YORK, NY 10087.

### **Article I**

#### **Engagement/Description of Work**

A. Contractor shall provide the following services (the Project):

See attached maintenance specs

- B. Client engages Contractor and Contractor agrees to provide to Client all necessary services, materials and labor necessary for the maintenance of elevators including, but not limited to, labor, site security and all necessary tools and machinery needed as described in the Bid Proposal ("the Bid").
- C. Contractor shall provide the services for the Project at the property located at Muskogee County Court House Complex and Muskogee County Jail.

### **Article II**

#### **Schedule and Time of Performance**

- A. Contractor shall commence work no later than thirty (30) calendar days from the date of this contract.
- B. In the event that Client and Contractor agree on changes to the Project after this contract is executed, the Parties will agree to new time deadlines that are reasonable in the light of the modifications.
- C. The term of the contract shall be for a period of one year.

### **Article III**

#### **Payment Schedule**

- A. In consideration of the performance of this contract, Client agrees to pay Contractor the sum of One Thousand One Hundred Eighty Five (Total) (\$ 1,185.00 ) dollars, (the Contract/Bid Price) on the following payment schedule.
- B. Contractor shall be paid as follows: the contract/bid price will be paid on a monthly basis with submission of invoice to the Client.
- C. Contractor will provide a copy of a W9 form to the Muskogee County Clerk.

**Article IV**  
**Changes to Work**

- A. All changes or modifications to the work ordered by Client must be made in writing, with appropriate adjustments made to the total payment and payment schedule. The approval of both Parties shall be required for substantial changes such as project price and substantive modifications to the project itself, and notification of these changes must be made in a timely manner.
- B. If these changes should require additional expense to Contractor, Contractor must make a claim for increase, in writing (filing of change of scope), in a timely manner. Client must approve this "change of scope", by a vote of the Board of County Commissioners, prior to any changes to the work, project or schedule.

**Article V**  
**Delays**

- A. If Contractor is delayed from completing required work due to unavoidable casualties, Client shall grant Contractor an extension for the completion of work equal to delay. Unavoidable casualties include, but are not limited to, fire, flood, natural disasters or negligence on the part of the Client.
- B. In the event of unavoidable casualties, Contractor shall properly document the both the event and the impact of that event on the project. Documentation shall be presented to Client in a timely manner.

**Article VI**  
**Right to Stop Work**

- A. If Contractor fails to correct defective work or persistently fails to supply materials or equipment in accordance with the Contract Documents, Client may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

**Article VII**  
**Access and Condition of Premises**

- A. Free access to the work and project site shall be granted by Contractor to Client, the designated agents of Client, and all necessary public authorities.
- B. Contractor agrees to keep premises clean and orderly. Contractor shall remove all debris as needed during working hours in order to maintain work conditions free of health and safety hazards.

**Article VIII**  
**Work Performance and Work Quality**

- A. Contractor shall conduct its activities in a professional manner and adhere to the reasonable wishes of Client in relation to its working schedule. Additionally, Contractor's work shall adhere to and be in compliance with both the Standard Practices of the Trades and any relevant Manufacturer's Specifications.**
- B. Contractor shall protect all work adjacent to the Project site from any damage resulting from the work of Contractor and shall repair or replace any damaged work at its own expense. Contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience.**

**Article IX**  
**Warranty**

- A. Contractor hereby warrants that the work performed and the project completed will meet the standards set forth and agreed upon by the Parties. Upon full payment of the contract price, Contractor agrees to fix and otherwise remedy any workmanship defects found by Client in the work within (90) days after completion, at Contractor's own cost. Contractor is not responsible for normal wear and tear or damage caused by other contractor's.**
- B. Contractor is only responsible for damages to the Project by negligence, dangerous activities, intentional disregard of professional standards of care normally exercised within the industry, or breach of any governmental statute, ordinance, local rule or law.**

**Article X**  
**Licenses and Permits**

- A. Contractor will be responsible for obtaining the necessary permits and licenses to fulfill the services specified in this contract and providing proof upon request of client.**

**Article XI**  
**Fines**

- A. Contractor is responsible for maintaining proper work, safety and environmental protection standards. Contractor agrees to hold Client harmless for all fines from federal, state or local agencies and regulators. Contractor will work in compliance with all standards required by the EPA, OSHA and other applicable federal agencies. Contractor will be responsible for paying all fines and judgments levied by these agencies resultant from the performance of this contract.**



**Article XII**  
**Relationship of Parties**

- A. The relationship created between the Parties shall be limited to that of independent contractors. Neither Party shall undertake any actions that would imply or seek to establish, any partnership, ownership, employment, joint venture or trust relationship between the Parties, except by amendment to this Contract.

**Article XIII**  
**General**

- A. Both Parties are expressly prohibited from assigning this Contract or any rights or interest flowing there from. Assignment will only incur with the express written consent of both Parties.
- B. This Contract contains the entire agreement and understanding between the Parties and supersedes any prior or contemporaneous written or oral contracts, representations and warranties between them respecting subject matter of this Contract.
- C. This Contract will be interpreted and enforced under the laws of the State of Oklahoma, County of Muskogee without regard to conflict of laws.


**IN WITNESS THEREOF, the Parties hereto execute this Contract.**

Vendor: KONE Inc.

Roger Wahlheim  
Authorized Representative (Signature)

Roger Wahlheim  
Authorized Representative (Printed)

Attest: Polly Irving  
Polly Irving, County Clerk

The seal of the County of Muskogee, State of Oklahoma, is a circular emblem. It features a five-pointed star in the center, surrounded by a wreath. The words "COUNTY OF MUSKOGEE" are inscribed in a circle around the star, and "STATE OF OKLAHOMA" is inscribed in a larger circle at the bottom.

**Muskogee Board of County Commissioners:**

Kenny Payne  
Kenny Payne, Chairman

Ken Doke  
Ken Doke, Member

Keith Hyslop  
Keith Hyslop, Member

**ELEVATOR MAINTENANCE & SERVICES SPECS**  
**For Courthouse Complex and Muskogee County Jail**

The County reserves the right to add elevators to the contract provided that the price for additional service is reasonable and agreed to by the County and the contractor.

**Scope of Work:**

The elevator maintenance contractor shall furnish all labor, materials and equipment necessary to provide full maintenance and call back service on the elevators listed. This service shall consist of periodic examinations of the equipment, adjustments, lubrication, cleaning supplies and parts to keep the equipment in proper operation, including emergency call back services, herein after listed in this agreement, except such adjustments, parts or repairs made necessary by abuse, misuse of any other causes beyond the control of the contractor.

The elevator service contractor shall periodically examine all safety devices as recommended by the current editions of the "ANSI CODES".

The elevator service contractor shall, coordinate schedules with the Contracting Officer, perform all periodic tests as outlined in the "ANSI CODES". The elevator service contractor shall not be liable for damages to the equipment or building resulting from these tests.

The subject tests shall be performed by an elevator service technician specially trained to execute them. Results of each test shall be recorded on forms acceptable to the Contracting Officer.

The repairs or replacements made necessary through normal use, wear and tear are to be made without additional cost.

Re-lamp all signals are required during regular examinations only.

The repairs shall be executed only with personnel trained and equipped to execute the work in the safest, most efficient manner with the least interruption to the normal traffic flow in the building.

**All extensive repairs or replacements shall be coordinated with the Contracting Officer before proceeding to minimize interruptions.**

The elevator service contractor shall provide all "Out-Of-Service" signs, barricades and safety equipment for the elevator service contractor's employees assigned to the work.

Repairs and replacement parts shall be equal to or better than those provided by the original equipment manufacturer and shall be such as to maintain the original integrity of the elevator system consistent with the system's original design.



**Maintenance Specifications:**

- A. The Contractor must maintain the efficiency, safety and speeds specified in the original elevator contract and as designed by the manufacturer of the equipment at all times, including acceleration, deceleration, and contract speed. In feet per minute with or without full load, floor to floor time, and door operation and closing time.
- B. The Contractor must regularly and systematically examine, adjust and lubricate as required, and if conditions warrant, repair or replace; machine, worn gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings and component parts, motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings, controller, selector and dispatching equipment, all relays, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, steel selector tape and mechanical and electrical driving equipment; governor, governor sheave and shaft assembly, bearing contacts and govern or jaws; deflector or secondary sheave, bearing, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension and sheave assembly, compensating sheave assembly, counterweight guide shoes including rollers or gibes; hoist way door interlocks, hoist way hangers. Bottom door guides, an auxiliary door closing devices; automatic power operated door operator, car door hanger, car door contact, door protective device, bad weighing equipment, car frame, car safety mechanism wood platform flooring and the floor covering in the elevator car.
- C. The Contractor shall keep the guide rails clean and properly lubricated except when roller type guides are involved, no rail lubrication shall be used. The Contractor shall regularly brush lint and dirt for the guide rails, overhead sheaves and beams, counterweight frames, car tops, bottom of platforms and remove dirt and accumulated rubbish from pits and machine room floor.
- D. The Contractor shall lubricate all sheave bearings and hoist way ropes, repack machine stuffing box and re-oil gear cases when required. All oil reservoirs shall be kept properly sealed to prevent leakage. Lubricants must meet or exceed the minimum requirements specified by the original equipment manufacturer. Application of lubrication shall follow the original equipment manufacturer's recommended schedules and comply with any requirements and recommendations stated in the "ANSI CODES".
- E. The Contractor shall renew wire rope as often as it is deemed necessary to maintain an adequate factor of safety, and repair or replace conductor cables as needed.
- F. Inspections, Tests, and Reports: Examine monthly all safety devices and governors and conduct annual no-load tests, and the fifth year perform a full-load, full speed test, of safety mechanism, overhead speed governors, car and counterweight buffers. The car balance will be checked and the governor will be sealed for proper tipping speed. Reports shall be submitted in duplicate within sixty (60) days of date test was made to the appropriate County authority.
- G. When necessary, the Contractor shall renew guide rollers as required to insure smooth and quiet Operation.

H. The exterior of the elevator machinery and any other parts of the equipment subject to rust shall be kept properly painted, and neatly secured and presentable at all times. All paint, brand and colors shall be approved by the Contracting Officer prior to its application. Application shall be of high quality and in all instances shall comply with all requirements stated in the "ANSI CODES". Motor windings shall be periodically treated with an original equipment manufacturer's recommended insulating compound.

I. Spare Parts: The Contractor must maintain in their maintenance stock warehouse, at all times for immediate delivery and installation or within three (3) days, sufficient supply of emergency parts for repair of each elevator.

J. The Contractor agrees to accept full responsibility for the elevators as covered under these specifications and is to leave them in first class condition on the termination date.

#### **Equipment Alterations:**

The Contractor shall not make any alterations to the elevator, including control circuits and mechanical items, without prior written approval from the County of Muskogee. The County of Muskogee reserves the right to have all requested revisions reviewed and or approved by the original equipment manufacturer prior to their completion or execution.

All alterations requested by the Contractor are to be by way of written request only. All requests are to be in triplicate and accompanied by supporting prints, sketches and or schematics as may be required to provide detailed information.

#### **Emergency Callback Services:**

This contract includes a 24-hour callback service to be provided by the Contractor in case of emergencies. Response time to all callbacks shall not be longer than three (3) hours after being reported to the elevator service contractor. Callback services shall be subject to the provision entitled scope of work listed previously in this document and shall not be charged to the county of Muskogee unless it meets the exemption in scope of work provision.

#### **Technicians and Repair Personnel:**

Only trained service technicians are to perform, work as stipulated in this agreement. Service technicians assigned by the contractor must be thoroughly trained in all respects to perform the maintenance and repairs, which may become necessary during the terms of this agreement.

The Contractor shall have and maintain backup technicians who are completely trained in all respects to assume the responsibilities of the maintenance of the elevator covered by this agreement, in the event of sickness or other causes of absence of the regularly assigned technician.

The Contractor must stand ready to provide adequate proof, satisfactory to the Contracting Officer, that the technicians are properly qualified to perform this work, prior to any contract award.

**The service contract for Muskogee County will be a twenty-four hour, seven day a week coverage plan, for one month fee, with no added cost, including, but not limited to overtime, mileage and or travel**