



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C10

For the meeting of: June 12, 2018

Date: June 5, 2018

To: Board of Supervisors

From: Amy S. Nilsen, County Administrative Officer *AN*

Subject: OTIS United Technologies Agreements for Americans with Disabilities Act (ADA) Elevator Modifications.

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve agreements with OTIS United Technologies (Otis) for ADA elevator modifications at the Humboldt County Correctional Facility, Courthouse and Main Library; and
2. Authorize the Purchasing Agent to sign Otis agreements for ADA elevator modifications.

SOURCE OF FUNDING:

ADA ISF Fund (3552)
Library Fund (1500)

DISCUSSION:

On September 13, 2016, the county entered into a Consent Decree with the United States Department of Justice (DOJ) that required the commencement of the Humboldt County Americans with Disabilities Act Compliance Project. The purpose of the Humboldt County Americans with Disabilities Act Compliance

Prepared by Karen Clower CAO Approval *[Signature]*

REVIEW: Auditor *CD* County Counsel *[Signature]* Human Resources *KAB* Other _____

TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor *Fennell* Seconded by Supervisor *Wilson*

Ayes *Fennell, Sundberg, Bohn, Wilson*

Nays _____

Abstain _____

Absent *Bass*

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *6/12/18*

By: *[Signature]*
Kathy Hayes, Clerk of the Board

Project is to bring all county-owned and leased facilities into compliance with the ADA by September 13, 2019.

The DOJ Consent Decree specifically mentions barrier removal in four county facilities. These facilities include Humboldt County Jail Visitation, Humboldt County Courthouse, Humboldt County Library and Mental Health. Barriers include but are not limited to the following descriptions: elevator doors do not automatically re-open when obstructed and elevator emergency communication system has no provisions for silent call.

The DOJ Consent Decree specifically mentions the Jail Visitation elevator as a barrier to ADA. After an internal inspection of jail elevators it has been determined it would be in the best interest of the county to protect members of the public and inmates who have mobility disabilities by making needed upgrades to both visitation elevators and three inmate elevators at a cost of fourteen thousand six hundred fifty-two dollars (\$14,652). ADA elevator upgrades will consist of Optiguard Door Protection systems.

The three Courthouse elevators also contain ADA barriers. Modifications will consist of Optiguard Door Protection systems and Otis Handsoff phones at a cost of thirteen thousand eight hundred eighty-nine dollars (\$13,889).

Two elevators at the Humboldt County Main Library require ADA modifications consisting of Optiguard Door Protection systems and Otis Handsoff phones at a cost of nine thousand two hundred sixty dollars (\$9,260).

The elevators at the Mental Health facility, mentioned in the consent decree, are not included in this Board item, as those elevators are part of a pre-planned renovation, which include ADA barrier removal of those elevators.

Otis has confirmed that work for the Optiguard Door Protection systems can commence within one month of receiving the signed agreements and that installation will take approximately six hours. Otis also confirmed that work for the Handsoff Phones can commence within one month of receiving the signed agreements and that installation will take approximately four hours.

Currently, county departments have individual agreements in place with Otis for elevator service and maintenance. However, the county intends to issue a Request for Proposal (RFP) for elevator maintenance and service in fiscal year 2018-19. The purpose of the RFP is to issue a master agreement for all county-owned elevator maintenance and service.

FINANCIAL IMPACT:

The total cost for the aforementioned ADA elevator upgrades are \$37,801. The ADA ISF (Internal Service Fund), 3552-152, has sufficient funds available for the upgrades to the Jail Visitation, inmate elevators and the courthouse elevators as a one-time expense in the amount of \$28,541. The County Library currently has funds available to pay for library elevator ADA upgrades as a one-time expense in the amount of \$9,260.

The item before you today supports your Boards' strategic framework of fostering transparent, accessible, welcoming and user friendly services and enforcing laws and regulations to protect residents.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could not approve the agreements with Otis for elevator ADA upgrades. Staff does not recommend this course of action, as it would put the county in non-compliance with the DOJ and subject the county to additional fines and penalties.

ATTACHMENTS:

Attachment 1 – Proposal ADJ161014061514

Attachment 2 – Proposal ZKP180208132517

Attachment 3 – Proposal ZKP180208132630

ATTACHMENT 1



Otis Service and Repair Order

DATE: 4/20/2018

TO: County Of Humboldt Building Maintenance 901 - 2nd Street Eureka, CA 95501

FROM: Otis Elevator Company 4604 Roseville Rd #112 North Highlands, CA 95660

Brooke Williams Phone: (916) 339-4195 Fax: (860) 557-8241

EQUIPMENT LOCATION: Humboldt County Jail 901 - 5th Street Eureka, CA 95501

PROPOSAL NUMBER: ADJ161014061514

MACHINE NUMBER(S): 472523, 472524, 472728, D02713, D02714

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

OPTIGUARD Door Protection System

A solid-state infrared passenger protection system shall be installed on the car door. This system uses 154 infrared emitters and detectors to create an invisible safety net across the elevator entrance. The OPTIGUARD system continuously scans for interrupted beams. If any beam in the curtain is interrupted, the OPTIGUARD system will reopen the elevator door instantly. OPTIGUARD offers maximum protection for passenger safety minimizing potential injury to passengers as they enter and exit the elevator.

The OPTIGUARD systems infrared beams will also detect approaching objects within the elevator entrance which reduces potential for damage to elevator doors caused by mail carts, stretchers or other moving equipment.

In some locations, additional work may be required when installing the OPTIGUARD system to meet safety codes. Any additional work required to meet these codes about will be quoted as a supplement to this contract.

PRICE: \$ 14,652.00 Fourteen thousand six hundred fifty-two dollars

This price is based on a fifty percent (50%) down payment in the amount of \$ 7,326.00. This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Brooke Williams Title: Account Manager E-mail: brooke.williams@otis.com

Accepted in Duplicate

CUSTOMER Otis Elevator Company

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____

E-mail: _____

Name of Company: _____

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

Approved by Authorized Representative

Date: 4.20.18

Signed: *Nikki Windham*

Print Name: Nikki Windham

Title: General Manager

Otis Service and Repair Order

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
 2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
 3. Payments shall be made as follows: A down payment of fifty percent (50%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered; if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payment.
 4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
 5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefor, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
 6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
 7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
 8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
 9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and; if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN. WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.**
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty, or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
 11. ~~This is replaced by Item 15 below. [redacted] and defend us and indemnify us against any claim or suit for personal injury or property damage, but not our negligence.~~
 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy, or let others copy such software, for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
 13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by: (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 5.0" and "Mechanical Energy Policy Otis 7.0," both of which are in pdf format on the right side of the website. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.
 14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.

15. Contractor shall hold harmless, and indemnify County and its officers, officials, employees and volunteers from and against claims, damages, losses and expenses including attorney fees to the extent caused by the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, except where caused by the negligence, or willful misconduct of the County.

NUCLEAR FREE CLAUSE CERTIFICATION

OTIS ELEVATOR COMPANY certifies by its signature below that OTIS ELEVATOR COMPANY is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. OTIS ELEVATOR COMPANY agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the forgoing certification is false or if OTIS ELEVATOR COMPANY becomes a nuclear weapons contractor.

ATTACHMENT 2



DATE: 04/20/2018

TO: Humboldt Co Courthouse, Building Maintenance, 901 - 2nd Street, Eureka, CA 95501

FROM: Otis Elevator Company, 4604 Roseville Rd #112, North Highlands, CA 95660

Brooke Williams, Phone: (916) 339-4195, Fax: (860) 557-8241

EQUIPMENT LOCATION: Humboldt Co Courthouse, 825 - 5th Street, Eureka, CA 95501

PROPOSAL NUMBER: ZKP180208132517

MACHINE NUMBER(S) : 276769, 276770, 475633

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

OPTIGUARD Door Protection System

A solid-state infrared passenger protection system shall be installed on the car door. This system uses 154 infrared emitters and detectors to create an invisible safety net across the elevator entrance. The OPTIGUARD system continuously scans for interrupted beams. If any beam in the curtain is interrupted, the OPTIGUARD system will reopen the elevator door instantly. OPTIGUARD offers maximum protection for passenger safety minimizing potential injury to passengers as they enter and exit the elevator.

The OPTIGUARD systems infrared beams will also detect approaching objects within the elevator entrance, which reduces potential for damage to elevator doors caused by mail carts, stretchers or other moving equipment.

In some locations, additional work may be required when installing the OPTIGUARD system to meet safety codes. Any additional work required to meet these codes about will be quoted as a supplement to this contract.

OTIS HANDSOFF®

We propose to furnish and install the Otis HANDSOFF® phone. The HANDSOFF phone is a telephone which enables communication between persons in the elevator and a 24-hour answering service.

The HANDSOFF phone will be mounted in a telephone box or surface mounted in the elevator cab. It will automatically dial a preprogrammed number and will inform the answering service of the elevator location via prerecorded digital voice communication. After disclosing the elevator location, the phone will allow two-way voice communication. The HANDSOFF phone contains two light-emitting diodes -- one that indicates the call is in progress and another that indicates the call has been acknowledged. After receiving acknowledgment of the call from the answering service, a deaf/mute person can signal the answering service by reactivating the call button. The phone can be easily programmed and allows incoming calls to be received. The telephone will be furnished and installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators, and is registered with the FCC.

At no expense to us, others are to provide a dedicated (non-PBX) touch-tone business telephone line terminated in the machine room.

PRICE: \$13,889.00
Thirteen thousand eight hundred eighty-nine dollars.

This price is based on a fifty percent (50 %) downpayment in the amount of \$ 6,945.00.
This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Brooke Williams
Title: Account Manager
E-mail: brooke.williams@otis.com

Accepted in Duplicate

CUSTOMER:
Approved by Authorized Representative

Otis Elevator Company
Approved by Authorized Representative

Date: _____

Date: 4.20.18

Signed: _____

Signed: Nikki Windham

Print Name: _____

Print Name: Nikki Windham

Title: _____

Title: General Manager

E-mail: _____

Name of Company: _____

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

Otis Service and Repair Order

TERMS AND CONDITIONS

- 1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
- 2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
- 3. Payments shall be made as follows: A down payment of fifty percent (50%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion of the work. If the work is completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
- 4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.

5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.

6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.

9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages including consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option: (i) procure for you the right to use the equipment; (ii) replace the equipment with equivalent noninfringing equipment; (iii) modify the equipment so it becomes noninfringing but equivalent; or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.

THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN. WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

11. This is replaced by item 15 below.

12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.

13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(0)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Ota Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0", both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.

15. Contractor shall hold harmless, and indemnify County and its officers, officials, employees and volunteers from and against claims, damages, losses and expenses including attorney fees to the extent caused by the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, except where caused by the negligence, or willful misconduct of the County.

NUCLEAR FREE CLAUSE CERTIFICATION
 OTIS ELEVATOR COMPANY certifies by its signature below that OTIS ELEVATOR COMPANY is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. OTIS ELEVATOR COMPANY agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the forgoing certification is false or if OTIS ELEVATOR COMPANY becomes a nuclear weapons contractor.

ATTACHMENT 3



Otis Service and Repair Order

DATE: 04/20/2018

TO:
County Of Humboldt
Building Maintenance
901 - 2nd Street
Eureka, CA 95501

FROM:
Otis Elevator Company
4604 Roseville Rd #112
North Highlands, CA 95660

Brooke Williams
Phone: (916) 339-4195
Fax: (860) 557-8241

EQUIPMENT LOCATION:
Humboldt Co Library
1313 - 3rd Street
Eureka, CA 95501

PROPOSAL NUMBER: ZKP180208132630

MACHINE NUMBER(S) : C77785, C77786

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

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The OPTIGUARD systems infrared beams will also detect approaching objects within the elevator entrance which reduces potential for damage to elevator doors caused by mail carts, stretchers or other moving equipment.

In some locations, additional work may be required when installing the OPTIGUARD system to meet safety codes. Any additional work required to meet these codes about will be quoted as a supplement to this contract.

OTIS HANDSOFF®

We propose to furnish and install the Otis HANDSOFF® phone. The HANDSOFF phone is a telephone which enables communication between persons in the elevator and a 24-hour answering service.

The HANDSOFF phone will be mounted in a telephone box or surface mounted in the elevator cab. It will automatically dial a preprogrammed number and will inform the answering service of the elevator location via prerecorded digital voice communication. After disclosing the elevator location, the phone will allow two-way voice communication. The HANDSOFF phone contains two light-emitting diodes - one that indicates the call is in progress and another that indicates the call has been acknowledged. After receiving acknowledgment of the call from the answering service, a deaf/mute person can signal the answering service by reactivating the call button. The phone can be easily programmed and allows incoming calls to be received. The telephone will be furnished and installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators, and is registered with the FCC.

At no expense to us, others are to provide a dedicated (non-PBX) touch-tone business telephone line terminated in the machine room.

PRICE: \$ 9,260.00
Nine thousand two hundred sixty dollars

The price is based on a fifty percent (50%) down payment in the amount of \$4,630.00.

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Brooke Williams
Title: Account Manager
E-mail: brooke.williams@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____
Signed: _____
Print Name: _____
Title: _____
E-mail: _____
Name of Company: _____

Otis Elevator Company

Approved by Authorized Representative

Date: 4.20.18
Signed: [Signature]
Print Name: Nikki Windham
Title: General Manager

- Principal, Owner or Authorized Representative of Principal or Owner
- Agent: _____
(Name of Principal or Owner)

Otis Service and Repair Order

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. Payment shall be made as follows: A down payment of fifty percent (50%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion of the work if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workman with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
6. This to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.

THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN. WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

10. Under the circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty, or otherwise notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

11. This is replaced by Item 15 below. [Redacted] protect, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of our sole negligence.

12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy, or let others copy such software for any purpose whatsoever; to keep such software in confidence as a trade secret; and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.

13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(6)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at any location by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English", to take you to the "USA" web page; (3) clicking on the "Ots Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Ots 6.0" and "Mechanical Energy Policy Ots 7.0", both of which are in pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior, written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by its authorized representative of each party.

15. Contractor shall hold harmless, and indemnify County and its officers, officials, employees and volunteers from and against claims, damages, losses and expenses including attorney fees to the extent caused by the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, except where caused by the negligence, or willful misconduct of the County.

NUCLEAR FREE CLAUSE CERTIFICATION
OTIS ELEVATOR COMPANY certifies by its signature below that OTIS ELEVATOR COMPANY is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. OTIS ELEVATOR COMPANY agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the forgoing certification is false or if OTIS ELEVATOR COMPANY becomes a nuclear weapons contractor.