

# MEMORANDUM

Agenda Item No. 8(P)(2)

**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** July 18, 2023

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving rejection of all proposals received in response to a competitive request for proposals and awarding a contract as a designated purchase pursuant to section 2-8.1(b)(3) of the County Code by a two-thirds vote of the Board members present; approving the award of Contract No. EVN0000037 for the purchase of maintenance and repair services to Schindler Elevator Corporation in a total amount not to exceed \$602,424,184.00 for the initial five-year term, and one, five-year option to renew; and authorizing the County Mayor to execute same for and on behalf of Miami-Dade County and to exercise all provisions of the contract, including any renewal, cancellation and extension provisions pursuant to section 2-8.1 of the Code and Implementing Order 3-38

Resolution No. R-699-23

The accompanying resolution was prepared by the Strategic Procurement Department and placed on the agenda at the request of Prime Sponsor Commissioner Kevin Marino Cabrera.

  
Geri Bonzon-Keenan  
County Attorney

GBK/ks

MDC001

# Memorandum



**Date:** July 18, 2023

**To:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava   
Mayor

**Subject:** Recommendation for Approval to Reject All Proposals and Award a Designated Purchase for Maintenance and Repair Services for Conveyance Equipment

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## **Summary**

This item is for the rejection of all proposals received in response to a competitive Request for Proposals (RFP) and award of a designated purchase contract for the purchase of maintenance and repair services for conveyance equipment for the Miami-Dade Aviation Department (MDAD) and Department of Transportation and Public Works (DTPW). The contract will provide for the maintenance, modernization, and repair of conveyance equipment located at various County buildings. Through this contract, County departments will be able to access services necessary to ensure that conveyance equipment are compliant with the Florida Elevator Safety Code (Code) requirements and remain in good operational condition for daily usage by residents, employees, and visitors. Maintenance, modernization, and repair services are critically important to ensure that conveyance equipment is operating in a safe manner and in compliance with the Code and the Americans with Disabilities Act (ADA).

MDAD's allocation is necessary to ensure continuity of vital modernization, repair, and maintenance services needed for safe and reliable operations, including approximately 145 modernization projects. Through this item, Miami International Airport (MIA) will be able to modernize some of the units that are more than 40 years old, or in poor condition and in dire need for modernization services. The operation and maintenance of conveyance units at MIA is critical to the movement of passengers throughout its facilities and for the subsequent flight operations of MDAD's partners. Through the Modernization in Action (M.I.A.) Plan, passenger loading bridges, public bathrooms, and conveyance units are being renovated in phases over the next five to seven years, as outlined in our "Pardon our Progress" website at [https://www.miami-airport.com/MIA\\_Modernization\\_In\\_Action.asp](https://www.miami-airport.com/MIA_Modernization_In_Action.asp).

Given that most units under DTPW are exposed to harsh environmental conditions which contributes to an accelerated deterioration, the department has contemplated up to 15 modernizations as part of this contract. The modernization of these units is critical to ensure that the transit system is available to all users, thus ensuring compliance with ADA.

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve this request to reject all proposals received in response to the solicitation and award of a designated purchase, *Contract No. EVN0000037, Maintenance and Repair Services for Conveyance Equipment*, to Schindler Elevator Corporation (Schindler) for MDAD and DTPW. Approval of a designated purchase, by a two-thirds vote of the Board members present, is being requested pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code to authorize a five-year contract with one, five-year option to renew term in the cumulative amount of \$602,424,184.

A competitive RFP, advertised in July 2022, to obtain proposals for maintenance and repair of conveyance equipment included evaluation criteria related to proposer's sustainable practices, addressing the environmental, social, and economic factors. Effective July 1, 2023, House Bill 3 became law (creating Section 287.05701, Florida Statutes) and prohibits requesting documentation of or considering a vendor's social, political, or ideological interests when determining if the vendor is responsible, as well as giving preference to a vendor based on their social, political, or ideological interests. Finally, it requires that any solicitation for purchases includes a provision for notification to

vendors of same. In an abundance of caution and because award of this contract will occur after July 1, 2023, a waiver of the competitive bidding process is recommended to avoid any issues arising under House Bill 3 due to the inclusion of certain evaluation criteria in the solicitation. The County can reject and resolicit; however, resoliciting would cause unnecessary delays in the implementation of this contract which is critical for the departments to continue maintaining the equipment in a safe manner while maintaining compliance with the Code and ADA.

### **Background**

The County is currently receiving maintenance and repair services for conveyance equipment through *Contract No. E-10230* which was awarded as an emergency contract on June 9, 2022. The item was later ratified by the Board on February 7, 2023.

A competitive RFP was issued on July 7, 2022, and it included three groups, Group 1: Aviation; Group 2: Transportation and Public Works; and Group 3: PortMiami. Upon closing on September 16, 2022, the County received seven proposals from Eastern Elevator Service, Inc. (Eastern), Evolution Elevator & Escalator Corp (Evolution), Oracle Elevator Holdco, Inc. (Oracle), Nouveau Florida, LLC (Nouveau), Schindler Elevator Corporation (Schindler), SW Elevators, LLC (Southwest) and TK Elevator Corporation (TK). Upon initial review of proposals, staff identified several responsiveness issues along with a technical issue (now resolved) on the County's newly launched bidding platform in INFORMS. On January 10, 2023, six proposals were forwarded to the County Attorney's Office (CAO) for responsiveness determinations. On February 7, 2023, the CAO opined that Nouveau's proposal was non-responsive for failure to complete the pricing form. All other proposals were deemed responsive.

Evaluation meetings were held in March 2023. Proposals for Groups 1 and 2 were evaluated, scored, and ranked by the competitive selection committee. The competitive selection committee did not evaluate proposals for Group 3 since those units were awarded by the Board under a separate contract, *RFP-01615*, on February 7, 2023. On May 16, 2023, TK notified the County of withdrawal of their proposal from the RFP process. Negotiations commenced in May and concluded in June 2023.

The recommended vendor, Schindler, was the highest ranked for Group 1 and second ranked for Group 2. Upon consideration of local preference, TK would have moved to negotiations for Group 1; however, TK withdrew its proposal. It is important to note that staff's analysis of scores indicate that overall rankings do not change after the scores associated with this criterion are removed from total scores. It is in the County's best interest to award this designated purchase contract pursuant to Section 2-8.1(b)(3) of the County Code. Competition is not practicable as resoliciting these services will impact the timely completion of modernization projects to ensure that the equipment is modernized and in good working condition. This replacement award will provide for necessary maintenance, repair, and modernization services for units located across MIA and various transit stations.

### **Scope**

The scope of this item is countywide in nature.

### **Fiscal Impact/Funding Source**

The fiscal impact for the five-year term is \$301,212,092. Should the County choose to exercise, at its sole discretion, the one, five-year option to renew term, the cumulative value will be \$602,424,184. The current contract, *E-10230*, is valued at \$19,690,440 for a 15-month term and expires on September 9, 2023. The allocation under the replacement contract is higher than the current contract due to the high volume of anticipated repairs and modernization services needed to ensure the smooth and safe operation of the conveyance equipment.

Department	Number of Units	Allocation	Funding Source	Contract Manager
MDAD	372	\$581,424,184	Proprietary Funds	Sylvia Novela
DTPW	25	\$21,000,000	DTPW Operating	Beth Goldsmith
<b>Total:</b>	<b>397</b>	<b>\$602,424,184</b>		

The allocation breakdown for both departments is as follows:

<b>MDAD</b>	
Monthly Maintenance, Additional Personnel, Coverage on Holidays	\$340,591,738
Modernization of approx. 145 units and Repairs	\$240,832,446
<b>DTPW</b>	
Monthly Maintenance	\$4,299,007
Modernization of approx. 15 units and Repairs	\$16,700,993

**Track Record/Monitor**

Vanessa Stroman of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

**Delegated Authority**

If this item is approved, the County Mayor or County Mayor’s designee will have the authority to exercise all provisions of the contract, including any renewal, cancellation, or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

**Vendor Recommended for Award**

Pursuant to Resolution No. R-477-18, the highest-ranked proposer is recommended in accordance with the method of award per the solicitation and is non-local.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Schindler Elevator Corporation	20 Whippany Road Morristown, NJ	None	27	Ray Bisson
			15%	

\*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor’s employees who reside in Miami-Dade County as compared to the vendor’s total workforce.

**Vendors Not Recommended for Award**

Vendor	Local Address	Group(s) Not Recommended	Reason for Not Recommending
Eastern Elevator Service, Inc.	No	Groups 1 and 2	Evaluation Scores/Ranking
Evolution Elevator & Escalator Corp	No	Groups 1 and 2	
Oracle Elevator Holdco, Inc.	Yes	Groups 1 and 2	
Nouveau Florida, LLC	No	Groups 1 and 2	Deemed non-responsive by the CAO (opinion attached)

Vendor	Local Address	Group(s) Not Recommended	Reason for Not Recommending
SW Elevators, LLC	No	Group 1	No Bid*
		Group 2	Evaluation Scores/Ranking
TK Elevator Corporation	Yes	Groups 1 and 2	Proposal Withdrawn

\*A "No Bid" means the vendor responded indicating that it will not be providing an offer.

**Due Diligence**

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. The vendor's responsibility has been determined by matters other than its social, political, and ideological interests. Vendor's responsibility has been determined by their relevant experience, qualifications, past performance, and approach to providing the services. The vendor has not been given a preference based on any social, political, or ideological interests.


The County is working with Schindler to address issues with conveyance equipment reliability and down time. This effort includes addressing the modernization and upgrade needs for the equipment that may be beyond its useful life or is damaged due to exposure to the elements or heavy use.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research and holding meetings and drafting sessions with the user departments.

**Applicable Ordinances and Contract Measures**

- The two percent User Access Program provision applies.
- The Small Business Enterprise Selection Factor and Local Preference were applied where permitted by the funding source.
- The Living Wage does not apply as the services are not covered under the Ordinance.
- The Responsible Wages and Benefits Ordinance applies as the services are covered under the Ordinance.

Attachment




Jimmy Morales  
 Chief Operations Officer

# Memorandum



**Date:** February 7, 2023

**To:** Saba Musleh  
Procurement Contracting Officer III  
Strategic Procurement Department

**From:** Miguel A. Gonzalez   
Assistant County Attorney

**Subject:** Responsiveness Opinion re: RFP-EVN0000037 — Maintenance and Repair Services for Conveyance Equipment (the “Solicitation”)

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I am in receipt of your memorandum dated January 10, 2023, in which you seek a responsiveness determination as to proposals received in response to the Solicitation from Eastern Elevator Service, Inc. (“Eastern”); Evolution Elevator & Escalator Corp. (“Evolution”); Nouveau Florida, LLC (“Nouveau”); Oracle Elevator Holdco, Inc. (“Oracle”); Schindler Elevator Corporation (“Schindler”); and Southwest Elevators Co LLC (“Southwest”).

In your memorandum, you identify two issues for consideration as responsiveness issues: first, that Eastern, Evolution, Oracle, Schindler, and Southwest failed to submit the Contractor Due Diligence Affidavit; and second, that Nouveau failed to submit pricing for all of the Covered Repairs Monthly Fee on Attachment 1 of the Solicitation.

In issuing the determinations set forth herein, I rely on the materials accompanying your memorandum and on our conversations related to this matter. For the reasons set forth below, I conclude that Nouveau’s proposal is not responsive based on its failure to submit pricing in the manner required under Attachment 1; the deficiency shared by the remaining proposers relating to the Contractor Due Diligence Affidavit is a responsibility matter.

## **Background**

The Solicitation seeks proposals from qualified firms for the maintenance, modernization, and repair of elevators, escalators, dumbwaiters, and moving walkways at County-owned or leased buildings, particularly within the Aviation Department, Department of Transportation and Public Works, and PortMiami. *See* Solicitation at § 1.1.

### **A. Contractor Due Diligence Affidavit**

The Solicitation includes a Contractor Due Diligence Affidavit in which proposers are required “as a *condition of award* for any contract that exceeds one million dollars (\$1,000,000)” to provide a list (1) of all lawsuits in the preceding five-year period; (2) of any instances in the preceding five years in which the firm has been defaulted; and (3) any instance

in the preceding five years in which the firm has been debarred or received a notice of non-compliance or non-performance. (emphasis supplied).

## **B. Price Information**

The Solicitation required proposers to “submit price proposals for ALL items that fall in that specific group(s) that Proposer(s) is proposing on.” *See* Solicitation at § 3.1 (emphasis in original). Such information was to be used in connection with the evaluation of the Solicitation’s price criteria, which represents 10 percent of all available points. *Id.* at § 4.2.

The fee schedule that proposers were required to submit is attached as Attachment 1 to the Solicitation. One of the items that proposers were required to complete is a column titled “Covered Repairs Monthly Fee,” in which proposers were required to “submit a fixed monthly fee, per Unit, for all Covered Repairs, regardless of the amount of repairs for any specific period.” *Id.* at § 3.1.1.

In its proposal, Nouveau left the “Covered Repairs Monthly Fee” column blank, but completed other columns in Attachment 1, including “Service Calls Monthly Fee,” “Preventative Maintenance Monthly Fee” and “Total Monthly Fees.” Notably, the sum of the “Service Calls Monthly Fee” column and the “Preventative Maintenance Monthly Fee” column equals the amount set forth in the “Total Monthly Fees” column, such that no value has been accorded in the “Covered Repairs Monthly Fee” column.

Accordingly, Nouveau’s proposal is non-responsive.

## **Analysis**

### **A. Contractor Due Diligence Affidavit**

As indicated above, under the terms of the Solicitation, the Contractor Due Diligence Affidavit must be completed as a condition of award of a contract (i.e., prior to contract award), not as a condition of bid submission or consideration. The matters explored through the Contractor Due Diligence Affidavit—history of litigation, defaults, and non-performance—are classic responsibility issues as they relate to “whether the bidder or proposer can perform as provided in the solicitation” by exploring the proposer’s “honesty and integrity, skill and business judgment, experience and capacity for carrying out the proposed work, previous conduct under other contracts and the quality of previous work performed.” *Cf.* Implementing Order 2-13.

Accordingly, various proposers’ failure to submit the Contractor Due Diligence Affidavit does not render their proposals non-responsive. That defect may be cured after bid submission, as it does not deprive the County of assurance that a contract will be entered into and performed in accordance with the requirements of the Solicitation and none of the deviating parties will gain a competitive advantage from such deviation. *See Robinson Elec. Co.*

*v. Dade County*, 417 So.2d 1032, 1034 (Fla. 3d DCA 1982). Procurement staff should request the information by waive of supplement and review it while determining vendor responsibility prior to bid award.

**B. Price Information**

In contrast to the Contractor Due Diligence Affidavit, the failure to provide complete pricing information deprives the County of assurance that a contract will be entered into and performed in accordance with the requirements of the Solicitation. *Id.* Further, allowing the deviating proposer—Nouveau—to correct that error would provide it with a competitive advantage over other participants in the Solicitation, as it would allow Nouveau to revise all of its pricing post-bid opening. *Id.*

By failing to provide its pricing for “Covered Repairs Monthly Fee,” the County is deprived of assurance that the service will be provided should a contract be entered into by the parties. *See, e.g., Matter of New Shawmut Timber Co.*, B-286881, 2001 WL 185214, \*1 (Comp. Gen. Feb. 26, 2001) (“The failure to include a price for a line item evidences a bidder’s intent not to be bound or obligated to perform that element of the requirement, and thus generally renders the bid nonresponsive.”).

**Conclusion**

For the reasons set forth herein, Nouveau’s proposal is non-responsive for failure to complete the pricing form. The remaining proposers referred for a responsiveness determination—Eastern, Evolution, Oracle, Schindler, and Southwest—based on their failure to submit the Contractor Due Diligence Affidavit are responsive, as the submission of such affidavit is a matter of responsibility.





**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** July 18, 2023

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(P)(2)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present , 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(P)(2)  
7-18-23

RESOLUTION NO. \_\_\_\_\_ R-699-23

RESOLUTION APPROVING REJECTION OF ALL PROPOSALS RECEIVED IN RESPONSE TO A COMPETITIVE REQUEST FOR PROPOSALS AND AWARDING A CONTRACT AS A DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; APPROVING THE AWARD OF CONTRACT NO. EVN0000037 FOR THE PURCHASE OF MAINTENANCE AND REPAIR SERVICES TO SCHINDLER ELEVATOR CORPORATION IN A TOTAL AMOUNT NOT TO EXCEED \$602,424,184.00 FOR THE INITIAL FIVE-YEAR TERM, AND ONE, FIVE-YEAR OPTION TO RENEW; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY RENEWAL, CANCELLATION AND EXTENSION PROVISIONS PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

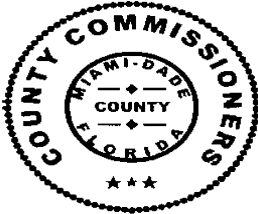
**Section 1.** This Board finds it is in the best interest of Miami-Dade County to reject all proposals received and to award as a designated purchase, pursuant to section 2-8.1(b)(3) of the Code of Miami-Dade County, by a two-thirds vote of the Board members present, Contract No. EVN0000037 to Schindler Elevator Corporation, in substantially the form attached and made a part hereof, for the purchase of maintenance and repair services for conveyance equipment in a total amount not to exceed \$602,424,184.00 for the initial five-year term and one, five-year option to renew.

**Section 2.** This Board authorizes the County Mayor or County Mayor’s designee to exercise all provisions of the contract, including any renewal, cancellation and extension provisions pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner **Kevin Marino Cabrera** , who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	<b>aye</b>		
Anthony Rodríguez, Vice Chairman	<b>aye</b>		
Marleine Bastien	<b>aye</b>	Juan Carlos Bermudez	<b>aye</b>
Kevin Marino Cabrera	<b>aye</b>	Sen. René García	<b>aye</b>
Roberto J. Gonzalez	<b>aye</b>	Keon Hardemon	<b>aye</b>
Danielle Cohen Higgins	<b>aye</b>	Eileen Higgins	<b>aye</b>
Kionne L. McGhee	<b>aye</b>	Raquel A. Regalado	<b>aye</b>
Micky Steinberg	<b>aye</b>		

The Chairperson thereupon declared this resolution duly passed and adopted this 18<sup>th</sup> day of July, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS  
  
JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna  
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency. MAG

Miguel A. Gonzalez  
David M. Murray

Maintenance and Repair Services for Conveyance Equipment  
Contract No. EVN0000037

THIS AGREEMENT for the provision of Maintenance and Repair Services for Conveyance Equipment, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between Schindler Elevator Corporation , a corporation organized and existing under the laws of the State of Delaware, having its principal office at 20 Whippany Road, Morristown, NJ (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide maintenance and repair services for conveyance equipment, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated September 13, 2022 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, notwithstanding the County's receipt of Contractor's Proposal in response to the County's competitive process, this agreement is being awarded through non-competitive process, specifically, as a designated purchase; and

WHEREAS, the County desires to procure from the Contractor such maintenance and repair services for conveyance equipment for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

**ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The words "Certified Elevator Technician", "Certified Elevator Inspector", or Technician to mean a natural person authorized by the State of Florida, Department of Business & Professional Regulation to construct, install, maintain, or repair Conveyance Equipment.
- c) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
- d) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- e) The word "Contractor" to mean Schindler Elevator Corporation and its permitted successors.
- f) The words "Conveyance Equipment" to mean any of the following: elevators, escalators, dumbwaiters, , moving walks, conveyors, people movers, wheelchair lifts, and all related equipment.
- g) The word "Days" to mean calendar days.
- h) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- i) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods,

specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.

- j) The words "Force Majeure" mean the occurrence of any of the following events that solely and directly causes the Party claiming Force Majeure to be unable to comply with, all of its obligations under this Agreement: (a) act of the public enemy, quarantine restriction, wars, insurrection, hostilities, acts of terrorism, riots, or revolutions or civil commotions; (b) strikes, lockouts, labor disputes (c) freight embargoes, wide-spread and significant shortages of fuel, power, labor, materials or parts for which there is no other alternative; (d) national or local emergencies; (e) epidemic, fire, wind, hurricanes, earthquake, unusually severe weather, or flood; (f) any act of God; or (g) any court orders, injunctions, temporary restraining orders, or other legal decisions directly and materially affecting, limiting, restricting or prohibiting performance under the Contract. No condition existing on the Effective Date of the Agreement shall constitute the basis for an assertion of Force Majeure by the Contractor. In addition, to obtain relief under the Force Majeure provision of the Agreement, the Contractor shall be required to notify the County in writing within fifteen (15) days of the commencement of the Force Majeure event. To the extent the Contractor alleges that an event of Force Majeure prevents it from performing all of its obligations under this Contract, the County shall be excused from making payment to the Contractor during the period of the Contractor's non-performance on the basis of an alleged Force Majeure
- k) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- l) The word "Modernization" to mean the replacement or upgrading of the controller and other critical parts in order to integrate new technology improve performance, and meet the latest adopted safety codes and industry standards.
- m) The words "Notice to Proceed" to mean a written authorization issued by the County authorizing the Contractor to commence Work under this agreement.
- n) The word "Preventative Maintenance" or "Maintenance" to mean scheduled, routine services as described by Appendix B, Technical Specifications" of this agreement and The Contractor's developed Maintenance Control Program.
- o) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- p) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- q) The words "Service" or "Services" to mean the provision of conveyance equipment maintenance and repair services in accordance with the Scope of Services.
- r) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- s) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

## **ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 51, 2) Appendix A, 3) Appendix B, and 4) Miami-Dade County's RFP No. EVN0000037 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

## **ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its

terms.

- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

#### **ARTICLE 4. NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on the date of the issuance of the Notice to Proceed by the County, and shall continue through the last day of the sixtieth (60) month, thereafter. The County, at its sole discretion, may renew this Contract for an additional five (5) year period. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

#### **ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or

other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

**(1) To the County**

a) to the Project Manager:

Miami-Dade County  
Attention: Nick Ortiz  
Phone: 305-375-3912  
E-mail: [Nicolas.ortiz@miamidade.gov](mailto:Nicolas.ortiz@miamidade.gov)

and

b) to the Contract Manager:

Miami-Dade County  
Strategic Procurement Department  
Attention: Chief Procurement Officer  
111 NW 1st Street, Suite 1300  
Miami, FL 33128-1974  
Phone: (305) 375-4900  
Email: [cpo@miamidade.gov](mailto:cpo@miamidade.gov)

**(2) To the Contractor**

Attention: Douglas Kai  
Phone: 901-232-0898  
E-mail: [douglas.kai@schindler.com](mailto:douglas.kai@schindler.com)

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work/Services performed under this Contract, including all costs associated with such Work, shall be paid in accordance Attachment 1. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Work undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

**ARTICLE 8. PRICING**

The County may consider a price adjustment to the prices on Attachment 1, Monthly Fee Schedule. The County's decision to grant or deny a price adjustment may be based on any of the following criteria, including, but not limited to, the County's ability to pay increased prices or the County's satisfaction with the Contractor's performance (even if the Contractor disputes the County's reasons for

dissatisfaction with the Contractor's performance). Regardless of the County's ability to pay, or the Contractor's performance under this Agreement, the Contractor shall not be entitled to rely upon or expect price adjustments under this Article in exchange for its continued performance under this Agreement. Any price adjustments granted by the County, in its sole, exclusive, and unlimited discretion, shall become effective on the anniversary of the contract effective date of the year in which the price adjustment is granted. To the extent the County agrees to grant a price adjustment, the annual price adjustment will be calculated as a weighted average of (a) the material component – computed as the increase or decrease in the latest available Producer Price Index – Industry Data for Elevator and Moving Stairway Manufacturing published by the Bureau of Labor Statistics of the United States Department of Labor for {Month} of such year, as compared with such index for {Month} of the previous contract year; and (b) the labor component – computed as the increase or decrease in the Mechanic labor rate published by the Elevator Contractors of America, Inc. (E.C.A.) for international Union of Elevator Constructors, Local #71, Miami, Florida for such year, as compared with the labor rate used for the previous year. The weighting of the material component shall be fifteen percent (15%) of the annual price adjustment and the labor component shall be eighty-five percent (85%) of the annual adjustment. By way of example only and assuming the target weighting, if the material component for any year increases by four percent (4%) and the labor component increases by two percent (2%) then the annual price adjustment for such year shall be two and three-tenths percent (2.3%) computed as  $((.04 \times .15) + (.02 \times .85) = .023)$ . If the aforementioned calculation yields a price adjustment of greater than five percent (5%), the County will grant the Contractor a price adjustment of five percent (5%). For avoidance of doubt, price adjustments shall not exceed five percent (5%).

The County will use the PPI data from three (3) months prior to the contract effective date as the month for calculating material rate adjustment above, for the first adjustment, and, for each subsequent adjustment, the PPI data in effect on the anniversary of the prior adjustment. For avoidance of doubt, if the Contract becomes effective in the month of July, the County will use the PPI data for the month of April of any given year, to calculate the PPI rate adjustment mentioned above.

The PPI Index for the month of April 2023 will serve as a floor for the calculations above. Negative adjustment to the material component mentioned above will only be calculated to the extent the material component does not go below the PPI levels for the month of April 2023. In the event that a PPI for any given year is under the PPI of April 2023 (208.038), the PPI level of April 2023 will be used as the base month for calculations.

## **ARTICLE 9. METHOD AND TIMES OF PAYMENT**

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Attachment 1. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.



Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

Miami-Dade County

\_\_\_\_\_

Attention: \_\_\_\_\_

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

**ARTICLE 10. DEDUCTIONS**

The following deductions are being applied rather than penalties as a method of payment for incomplete/subpar service:

- a) COVERED REPAIRS: If the Contractor fails to provide Covered Repairs services as defined by this Contract for any Unit(s), the County will not pay for Covered Repairs on Attachment 1, Monthly Fee Schedule, for that/those Unit(s) for the month(s) during which Covered Repairs were not performed.
- b) SERVICE CALLS: If the Contractor fails to respond to Service Calls as defined by this contract for any Unit(s), the County will deduct from the amount delineated for Service Calls on Attachment 1, Monthly Fee Schedule, for that/those unit(s) for the subject month(s), based on the following schedule:
  - Up to one (1) hour late response: 50% Deduction from the service call amount for the affected unit(s).
  - More than (1) hour late response: 100% Deduction from the service call amount for the affected unit(s).

Note: if a Service Call is placed due to an entrapment, Contractor shall respond within one (1) hour of being notified, regardless of the day or the time of the day. If the Contractor fails to respond within one (1) hour of being notified, a 100% deduction from the service call amount for the affected unit(s) will be deducted for the subject month(s).

- c) PREVENTATIVE MAINTENANCE: If the Contractor fails to complete ALL Preventative Maintenance tasks delineated in the MCP, or fails to submit the MCP checklist that has been signed by the applicable County Staff as described under Article 9, "Method and Times of Payment", for any Unit(s), the County will not pay Preventative Maintenance fee on Attachment 1 for that/those specific Unit(s) during the month(s) in which the MCP was not completed. For clarity, partial performance of the MCP task list will result in the County not paying the Preventative Maintenance fee. All MCP tasks shall be completed in order for the Contractor to receive payment of the Preventative Maintenance fee.

Notwithstanding anything to the contrary, no deductions will be taken by the County for units affected by force majeure events, excusable delays, failure of the County to timely give approval, failure of third parties (not retained by Contractor) to complete any required affiliated work.

**ARTICLE 11. CONTRACT ENFORCEMENT**

Both Parties agree that failure to complete the Existing Deficiency Correction or any other Repairs, or modernization, may subject the Contractor to liquidated damages in the amount of \$500 for each and every calendar day the Work remains incomplete. For example, if the Contractor and the County agree that a repair is to be completed in Three (3) days, from the date of the acceptance of a proposal, and such repair gets completed in Five (5) days; then the County may impose \$1000 (\$500 X 2) as liquidated damages. As compensation due to the County for loss of use and for additional costs incurred by the County due to such non-completion of the Work, the County shall have the right to deduct said liquidated damages from any amount due, or that may become due to the Contractor under this Agreement, or to invoice the Contractor for such damages if the costs incurred exceed the amount due to the Contractor. Contractor understands and agrees that it would be difficult or impossible to determine with precision the amount of damages incurred by the County for the Contractor's lack of performance or delays in repairs; therefore, both parties agree that the liquidated damages under this agreement do not constitute a penalty but rather a fair and reasonable estimation of the County's damages for delays.

**ARTICLE 12. EXCUSABLE DELAY**

- A. Upon providing the County notice and reasonably full particulars of an event of Force Majeure in writing, the Contractor shall not be liable for any delay or failure to perform to the extent caused by such event of Force Majeure. In such circumstances, the County may, at its option, elect to cancel or reschedule the portion of any order subject to such delay by providing to the Contractor prompt written notice of its election, provided that, such cancellation or rescheduling shall apply only to that portion of the order affected by the foregoing circumstances and the balance of the order shall continue in full force and effect.
- B. The Contractor shall not be liable for any delay or failure to perform the Work in the event that the Contractor is actually and necessarily delayed in the progress of the Work as a result of the act, neglect or failure of the County, another County contractor, a utility, governmental entity, or local agency (which act, neglect or failure occurs for reasons outside of the Contractor's control), hereinafter referred to as "Excusable Delay." In case of an Excusable Delay, the County will extend the contractual Work Completion Date of the Work proportionate to the delay (hereinafter "Extension of Time"). The Contractor shall submit a request for such an extension immediately after the time when Contractor knows or should reasonably have known the cause for which it may claim an Extension of Time, including the expected duration of the delay and its effect on the completion and milestone dates of the delayed part of the Work.
- C. Notwithstanding anything to the contrary, delays in obtaining materials, including delays because of the age and availability of materials, and labor are an excusable delay. Contractor will ensure that best efforts are made into finding alternative sources for obtaining equivalent materials, and providing such proof to the County.

**ARTICLE 13. INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Strategic Procurement Department, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$2,000,000 per occurrence, and \$4,000,000 in the aggregate, not to exclude Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
4. Umbrella Liability Insurance in an amount not less than \$3,000,000 per occurrence, and \$3,000,000 in the aggregate.
  - a. If Excess Liability is provided it must follow form for coverages 2 and 3 above.
5. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with

the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

**The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:**

**Miami-Dade County  
111 NW 1st Street  
Suite 2340  
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

#### **ARTICLE 14. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable

request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

#### **ARTICLE 15. EMPLOYEES OF THE CONTRACTOR**

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

#### **ARTICLE 16. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

#### **ARTICLE 17. DISPUTE RESOLUTION PROCEDURE**

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in

any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.

- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- f) This Article will survive the termination or expiration of this Agreement.

#### **ARTICLE 18. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

#### **ARTICLE 19. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

#### **ARTICLE 20. AUDITS**

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

**ARTICLE 21. SUBSTITUTION OF PERSONNEL**

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

**ARTICLE 22. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

**ARTICLE 23. SUBCONTRACTUAL RELATIONS**

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

**ARTICLE 24. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

**ARTICLE 25. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

**ARTICLE 26. TERMINATION AND SUSPENSION OF WORK**

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 27) and fails to cure said Event of Default (as delineated below in Article 28), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 26(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
  - i. stop Work on the date specified in the notice (the "Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - iii. cancel orders;
  - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - v. take no action which will increase the amounts payable by the County under this Agreement; and
  - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Attachment 1.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
  - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County

or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

- i) Repairs in excess of \$10,000 combined labor and material, will be amortized over the period of four months in advance of the effective termination date, in the event that the contract is terminated for convenience by the County. Contractor will be required to provide time ticket and material invoice evidence of repairs.

#### **ARTICLE 27. EVENT OF DEFAULT**

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
- i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
  - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
  - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
  - vii. the Contractor has failed in the representation of any warranties stated herein; or
  - viii. the Contractor fails to comply with Article 42.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation and/or material breach of this Agreement; and
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

#### **ARTICLE 28. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

#### **ARTICLE 29. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be



liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

### **ARTICLE 30. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

### **ARTICLE 31. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent

of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.

- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

### **ARTICLE 32. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

### **ARTICLE 33. PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All Developed Works shall become the property of the County.

- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

#### **ARTICLE 34. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST**

- a) **Supplier/Vendor Registration**  
The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Contractor confirms its commitment to comply with the following:

- |  |  |
|--|--|
| <p>1. <b><i>Miami-Dade County Ownership Disclosure Affidavit</i></b><br/>(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>2. <b><i>Miami-Dade County Employment Disclosure Affidavit</i></b><br/>(Section 2.8.1(d)(2) of the Code of Miami-Dade County)</p> <p>3. <b><i>Miami-Dade County Employment Drug-free Workplace Certification</i></b><br/>(Section 2-8.1.2(b) of the Code of Miami-Dade County)</p> <p>4. <b><i>Miami-Dade County Disability and Nondiscrimination Affidavit</i></b><br/>(Section 2-8.1.5 of the Code of Miami-Dade County)</p> <p>5. <b><i>Miami-Dade County Debarment Disclosure Affidavit</i></b><br/>(Section 10.38 of the Code of Miami-Dade County)</p> <p>6. <b><i>Miami-Dade County Vendor Obligation to County Affidavit</i></b><br/>(Section 2-8.1 of the Code of Miami-Dade County)</p> | <p>7. <b><i>Miami-Dade County Code of Business Ethics Affidavit</i></b><br/>(Article I, Section 2-8.1(j) of the Code of Miami-Dade County)</p> <p>8. <b><i>Miami-Dade County Family Leave Affidavit</i></b><br/>(Article V of Chapter 11 of the Code of Miami-Dade County)</p> <p>9. <b><i>Miami-Dade County Living Wage Affidavit</i></b><br/>(Section 2-8.9 of the Code of Miami-Dade County)</p> <p>10. <b><i>Miami-Dade County Domestic Leave and Reporting Affidavit</i></b> (Article VIII, Sections 11A-60 - 11A-67 of the Code of Miami-Dade County)</p> <p>11. <b><i>Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit</i></b><br/>(Section 448.095, of the Florida State Statutes)</p> <p>12. <b><i>Miami-Dade County Pay Parity Affidavit</i></b><br/>(Resolution No. R-1072-17)</p> |
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**13. Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**  
(Resolution No. R-919-18)

*The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.*

**14. Office of the Inspector General**  
(Section 2-1076 of the Code of Miami-Dade County)

**16. Antitrust Laws**  
*By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.*

**15. Small Business Enterprises**

- b) Conflict of Interest and Code of Ethics  
Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

**ARTICLE 35. INSPECTOR GENERAL REVIEWS**

**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

**Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

**Exception:** The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time,

within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

### **ARTICLE 36. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act, as amended(40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.

- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "j" through "o" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

#### **ARTICLE 37. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### **ARTICLE 38. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any

Subcontractor or supplier to the Contractor.

- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

#### **ARTICLE 39. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

#### **ARTICLE 40. BANKRUPTCY**

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

#### **ARTICLE 41. GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

#### **ARTICLE 42. COUNTY USER ACCESS PROGRAM (UAP)**

##### **a) User Access Fee**

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall

retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

#### **b) Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

#### **c) Contractor Compliance**

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 27 of this Contract.

#### **ARTICLE 43. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES**

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

#### **ARTICLE 44. LIENS**

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors.

#### **ARTICLE 45. FIRST SOURCE HIRING REFERRAL PROGRAM**

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

#### **ARTICLE 46. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring 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) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure



requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1<sup>st</sup> STREET, SUITE 1300, MIAMI, FLORIDA 33128.**

**ARTICLE 47. RESPONSIBLE WAGES**

Pursuant to Section 2-11.16 of the County Code, responsible wages applies to competitively bid County contracts in excess of \$100,000 for the construction of public buildings or public works, whether on publicly-owned or privately-owned land. Responsible Wages also apply to privately-funded construction of buildings, whether privately-owned or publicly-owned, located on County-owned land where the construction cost is equal to or greater than \$1 million. The provisions of Section 2-11.16 of the County Code stipulates that for construction contracts valued greater than \$100,000, all laborers and mechanics employed or working upon a project will be paid the full amount of wages and fringe benefits (or cash equivalent thereof) computed at rates not less than those contained in the wage determination in effect at the time the work is performed, regardless of any contractual relationship which may be alleged to.

**ARTICLE 48. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)**

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

**ARTICLE 49. REQUIREMENTS APPLICABLE TO GROUP 1 (AVIATION DEPARTMENT) ONLY**

A. All operations at the Miami-Dade Aviation Department (MDAD) are under the direct control of the Aviation Department and the Federal Aviation Administration. Special regulations apply to all personnel working at these facilities. Contractor(s) shall familiarize themselves with and abide by all applicable laws and regulations at all airports. Contractor's personnel will be required to obtain Aviation Department identification cards prior to commencing Work and will be subject to extensive background check prior to issuance of the card. The employer will be required to issue a written request for each employee. The Contractor will not be authorized to begin Work until their required personnel is fully badged, including a picture MDAD ID with Customs Seal.

1. No Contractor or its employees shall commence any Work at MDAD Airports without first obtaining a MDAD Authorized Identification Badge from Safety and Security/ID Section.
2. All personnel working at the Miami-Dade Aviation Department shall obtain a Photo Identification Badge.
3. All badges shall be worn on outer garments so as to be clearly visible.
4. All badges shall be returned to the Safety and Security/ID Section upon completion of the project.
5. Before a photo identification badge is issued, the individual requesting the badge must attend the Security Identification Display Area (SIDA) training and Aircraft Operations Area driving class provided by MDAD Operations Division. SIDA training is regularly provided by Safety and Security/ID Section.

B. When performing Work at MDAD, the Contractor shall report to the Aviation Department's Maintenance Division Building No. 3025 and be directed to the Contractor's access gate and then will be escorted to and from each area of Work that traverses the aircraft

operating area. The Department shall monitor the placement of the Contractor's equipment at each location. Upon completion of the Work, the Contractor shall call the Maintenance Office to arrange for inspection and escort out of the aircraft operating area.

1. All drivers of motor vehicles who wish to drive on the Airport Operations Area (AOA) must first have a valid, current appropriate Florida Driver's License or other State License authorized to drive in the State of Florida.
2. Any authorized driver of a motor vehicle shall have a MDAD Identification Badge before entry will be permitted to the AOA.
3. A driver with a Non-Photo I.D. Badge issued by Landside, must secure an AOA escort before being allowed to drive on the ramp.
4. A driver with a Photo I.D. Badge shall be allowed to drive on the AOA only after attending and successfully completing the AOA Driver Training Course. The privilege of a person to operate a motor vehicle may be withdrawn by the Department because of violation of AOA driving rules or loss of driver's license.

#### C. Ramp Permits

1. It is understood that the Department has a strong interest in maintaining good Airport Security and intends to implement increased security measures for companies having access to the Airport Operations Area (AOA) of the Airport.
2. Vehicles shall be clearly marked with the Company name and logo.
3. Vehicles may only enter the AOA through Designated Miami-Dade Aviation Department Guard Gates.
4. Vehicles delivering materials to the site will be given temporary passes at the appropriate Guard Gate, such vehicles shall not be permitted to operate within the AOA without MDAD Escort to be provided by MDAD's Operations Division. To obtain an escort, the Contractor shall notify MDAD Airside Operation Division 24 hours in advance of such need. These passes shall be surrendered upon leaving the AOA. All vehicles shall be marked with the company name to ensure positive identification while on the AOA.

#### D. Airport Operations Area – Rights of Search

1. It is understood that the Department has a strong interest in maintaining good Airport Security and intends to implement increased security measures for companies having access to the Airport Operations Area (AOA) of the Airport.
2. The Contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or be on the AOA. The Contractor further agrees, when required by the Department, that it shall not authorize any employee requiring regular access to the AOA as part of his regular duties, to enter the AOA, unless and until such employee has executed a written Consent to Search Form, which is accepted by the Department. Persons not executing such Consent to Search Form shall not be employed by the Contractor for any project.
3. It is further agreed that the Department has the right to prohibit an individual, agent or employee of the Contractor or Sub-Contractor from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before a designated representative of the Department within ninety (90) days follow the County's receipt of a request for a hearing. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

### **ARTICLE 50. REQUIREMENTS APPLICABLE TO GROUP 2 (DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS) ONLY**

A. Routine maintenance requiring a shutdown shall not be performed during peak transit hours, as follows:

- 6:30 a.m. to 9:30 a.m.
- 4:00 p.m. to 7:00 p.m.

B. If Conveyance Equipment is shut down for routine maintenance during non-peak hours, the Technician shall assist handicapped passengers in gaining access via the Conveyance Equipment, to the extent that such access is deemed safe.

C. If routine maintenance requires the shutdown of Conveyance Equipment, whereby the Conveyance Equipment will be rendered unusable for handicap access, County contact persons, a list of which will be provided to the Contractor following the Contract Date, shall be notified by a phone call or email prior to the shutdown.

**ARTICLE 51. MUTUAL MEDIA COMMUNICATION COOPERATION**

- A. The Parties shall make every good faith effort to collaborate or agree on the substance of media communications prior to the issuance of such release or communication.
- B. For the avoidance of doubt, the following shall not be considered media communications or releases: (1) statements made during noticed public meetings; (2) statements made in private documents which are obtained by any third party pursuant to a valid public records request under Florida law; (3) any formal notices of default or notices to cure issued pursuant to provisions of this Contract; (4) any other non-public, good-faith statements relating to the other Party's performance or failure to perform under this Contract; or (5) any statement made by any County Commissioner or any member of that Commissioner's staff, any member or employee of the County Commission on Ethics, and any employee of the Office of the Inspector General.
- C. In the event either party violates the requirements of subsection A or B above, the aggrieved party shall have the right to terminate the Contract upon six (6) months written notice to the other party. In such event, Contractor's entitlement to payment through the date of termination shall be as provided in Article 26, Termination and Suspension of Work, and Contractor shall have no claim for additional compensation of any kind except for those costs expressly provided for in such Article. The provisions of this Article are supplement to and do not limit the County's rights to terminate for convenience or to terminate for any other breach as provided in the contract.

**ARTICLE 52. SURVIVAL**

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Contractor

Miami-Dade County

By: Philip Harty

By: \_\_\_\_\_  
for

Name: Philip Harty

Name: Daniella Levine Cava

Title: Senior Vice President

Title: Mayor

Date: 6/26/23

Date: \_\_\_\_\_

Attest: Suhana Ahmed  
Corporate Secretary/Notary Public

Attest: \_\_\_\_\_  
Clerk

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney



**APPENDIX A – SCOPE OF SERVICES****1.0 INTENT**

To provide all labor, material, equipment, tools, parts, overhead, travel time, and any other cost to the Contractor necessary for the performance of preventative maintenance, repairs, modernization, and inspections. This is an all-inclusive maintenance and repair contract; all costs shall be included in the fees unless specifically excluded.

**1.1 SUSTAINABLE PROCUREMENT PRACTICES**

The County is committed to responsible stewardship of resources and to demonstrating leadership in sustainable business practices. Accordingly, the County has adopted sustainability policies which are incorporated into this agreement. The County will continue to explore and pursue sustainable procurement, development and business practices that: (a) reduce greenhouse gases; (b) foster and integrate supplier small business opportunities; (c) support safe and fair labor practices and ethical behavior throughout the supply chain, and (d) maximize fiscally responsible “high value, high impact” actions.

**1.2 LICENSING**

The Contractor and its applicable employees shall hold, and maintain for the term of this contract, the following qualifications:

- A. The Contractor’s mechanics and/or technicians shall hold certificate(s) of competency as certified elevator technician(s) or as certified elevator inspector(s), issued by the State of Florida’s Department of Business and Professional Regulation; as required by Florida Statute Chapter 399 as amended from time to time.
- B. The Contractor shall remain in compliance with Miami-Dade County Code, Section 10-3(B) by ensuring that it holds a valid registration for elevator maintenance services Work issued by the State of Florida, Bureau of Elevator Safety, qualifying the Contractor to perform the Work required by this contract.

**1.3 EXISTING DEFICIENCY CORRECTION (PRE-MAINTENANCE SURVEY)**

After contract award, the Contractor will prepare an existing deficiency correction report based on the survey of the Conveyance Equipment and will include details on all the necessary repairs needed to ensure that all Conveyance Equipment will be restored to a state of safe and reliable service, in accordance with industry standards and all applicable codes within 120 calendar days of the effective date of the Agreement. The County will review and finalize the survey report with the selected Proposer(s) and authorize completion of any agreed upon repairs, by issuing purchase order(s), along with pricing which shall be based on the hourly rates and markup that the Proposer provides on Attachment 1, Monthly Fee Schedule. Any existing deficiency not identified by the Contractor, will be considered a Covered Service, as defined in Section 1.4, no additional compensation for such deficiency correction will be made.

The Contractor shall complete all the agreed upon repairs that are needed to ensure all Conveyance Equipment is restored to a state of safe and reliable service, in accordance with industry standards and all applicable codes, within six (6) months of County approval of survey report above and issuance of purchase order(s).

Any existing deficiency not identified by the Contractor will be considered a Covered Service, as defined in Section 1.5, no additional compensation for such deficiency correction will be made. Additionally, if the Contractor fails to complete the work on any existing deficiency within six (6) months of County approval, such deficiency(s) will be considered a Covered Service, as defined in Section 1.5, and the County will not compensate the Contractor for such deficiency correction.

The County will review any existing deficiency repair that is estimated to exceed six (6) months and will approve on a case-by-case basis. The County’s approval of the timeline of such repairs will not be unreasonably withheld.

The Existing Deficiency Correction will apply to specific one-time repairs that are needed at the beginning of the contract.

## **1.4 CHANGE PROPOSALS**

If after the deficiency corrections Work commences, the Contractor believes that it will exceed the amount or time agreed upon initially, due to Unforeseeable Site Conditions; the Contractor must notify the County of the Unforeseeable Site Conditions and provide the County with a detailed change proposal to address such conditions. The County will verify the Contractor's change proposal and may approve or reject such proposal at the County's sole discretion.

## **1.5 COVERED SERVICES**

The Contractor will be paid a fixed monthly fee for services defined as "Covered Services" by this section. For Clarity, the Contractor will be paid a fixed monthly fee for this service regardless of the amount of repairs, or number of service calls for that period. The Covered Services monthly fee shall be inclusive of all material, labor, travel time, and equipment that is required to provide the services. The County will begin payment of the fixed monthly fees immediately after award of the contract. Compensation for Covered Services will be made in accordance with the amounts agreed upon on Attachment 1, Monthly Fee Schedule. In the event that the County requests and authorizes any of the covered services during other than normal business hours (Monday through Friday 8:00 AM – 5:00 PM); the County will compensate the Contractor for the labor component only using the Covered Service Rate (After Hours).

### **A. Covered Repairs:**

Covered repairs are the repairs of conveyance equipment that are specified in Appendix B, Technical Specifications. The Contractor will be compensated for covered repairs based on the fixed amount agreed upon on Attachment 1, Monthly Fee Schedule, and will not receive additional compensation for the completion of any covered repairs. Once covered repairs are identified the County and the Contractor will establish an agreed upon schedule of completion.

### **B. Service Calls:**

The Contractor shall respond to service calls twenty-four (24) hours per day, seven (7) days a week. During regular working hours, Monday through Friday 8:00 AM to 5:00 PM, the service call response time shall be within one (1) hour after telephonic, verbal, or electronic notification by the County. During other than regular working hours, the service call response time shall be within two (2) hours after notification by the County. The amount agreed upon on Attachment 1, Monthly Fee Schedule, is inclusive of unlimited number of service calls available to the County.

## **1.6 MONTHLY PREVENTATIVE MAINTENANCE**

### **A. Maintenance Control Program**

A written Maintenance Control Program (MCP) shall be submitted by the Contractor, within one (1) month of contract award, as a guideline to maintain equipment in compliance with Section 8.6 of the American Society of Mechanical Engineers (ASME) A17.1 Safety Code for Elevator and Escalators (the Code) and all other applicable laws for each unit. The County will review the Contractor's MCP submittal and will provide a written response within 45 calendar days. The County may require the Contractor to attend a meeting(s) in order to reach a MCP that is Code compliant. The County, at its sole discretion, may terminate the Contract if the Contractor is unable to provide a MCP that is acceptable to the County within three (3) months of the receipt of the notice to proceed. The Contractor may, at the County's sole discretion, be required to participate in a County standardized MCP software program, at no additional cost to the County. Contractor shall submit, with each monthly invoice, a record of the completion of all maintenance tasks as required by this contract, signed by the applicable County Staff, detailing all the preventative maintenance that has been performed during the service period for each unit. Until an agreed upon MCP is in place, the Contractor will be responsible for the performance of preventative maintenance in accordance with the minimums as delineated in the Code.

### **B. Preventative Maintenance**

The Contractor shall perform the monthly preventative maintenance tasks in accordance with the MCP as described in this section. The Contractor's failure to complete the monthly preventative maintenance tasks, for any number of Conveyance Equipment, will result in the County not paying the monthly fee(s) associated with those unit(s) and/or assessing deductions per Article 10 of the contract. Repeated failures of completing the monthly preventative maintenance tasks may result in the County terminating the contract and assessing damages. The County will compensate the Contractor for this service in accordance with Attachment 1, Monthly Fee Schedule. Prices agreed upon on Attachment 1, Monthly Fee Schedule must be inclusive of all labor, material, travel time, and equipment that is necessary to maintain the Conveyance Equipment in accordance with the requirements of this Agreement.

**C. Dormant Service**

In the event that any Conveyance Equipment becomes dormant, the County may request at its sole discretion, that the Contractor follow a modified MCP reflecting a reduced schedule of Preventative Maintenance and/or Covered Services on a Unit-by-Unit basis. The County shall determine the reduced services at the time of the request. Commensurate with the reduction in services, a reduced fee schedule shall also be submitted by the Contractor for County review and approval.

In the event that the County requests and authorizes the performance of any of the preventative maintenance services during other than normal business hours (Monday through Friday 8:00 AM – 5:00 PM); the County will compensate the Contractor for the labor component only using the Covered Service Rate (After Hours).

**1.7 STANDBY SERVICES**

The County may request, at its sole discretion, and the Contractor shall provide standby services to include, an on-site Technician able to perform minor repairs on Conveyance Equipment. Contractor is to bill the County in accordance with the hourly rates established on Attachment 1, Monthly Fee Schedule.

**1.8 MODERNIZATION**

The County reserves the right to modernize any Conveyance Equipment under this contract. At any time that Conveyance Equipment is identified for modernization, the County may in its sole discretion, competitively advertise the modernization and remove the Conveyance Equipment from the contract. In the event, the County chooses to modernize equipment under this contract, the County shall provide the Contractor with the modernization specifications and request a proposal for such Modernizations from the Contractor. Such proposal shall include at a minimum, the price proposal, timeframe, schedule, and detailed scope of work. The County reserves the right to negotiate any proposal submitted for modernization services. Failure to meet the agreed upon schedule for Modernization work may result in the County assessing liquidated damages as delineated in Article 11, Contract Enforcement, of this Agreement.

**1.9 ADDITIONAL SERVICES**

The Contractor is entitled to the payment of its labor and material for all Work not associated with Section 1.3, "Existing Deficiency Correction", Section 1.5 "Covered Services," or Section 1.6 "Monthly Preventative Maintenance." All rates defined by this paragraph shall be fully loaded, including labor, equipment, overhead and profit, travel time, and any other cost to the Contractor. For the purpose of this solicitation, "Additional Services" are defined as follows:

- A. Maintenance of cabs, including wall panels, floor, finish of handrails; cab and hoistway door panels, frames, sills; steel guide rail replacement; heat and smoke sensors; power feeder switches, their wiring and fusing; hydraulic cylinder and piping, if located underground; removal and/or refinishing of balustrades and trim moldings of escalators. If repair, and/or replacement, and/or refinishing of any of the above items are necessitated due to the act or omission of the Contractor, such cost shall be borne by the Contractor, at no cost to the County. The Contractor shall be obligated to advise the County within 24 hours from the discovery of any condition which may adversely affect the above equipment, the correction of which is not within the Contractor's control.
- B. Repair or replacement that is necessitated by reason of negligence, accident, or misuse of equipment and apparatus including door entrance, cars, fixtures or due to any other causes beyond the Contractor's control; installation of new attachments or features on the conveyance equipment that are non-existent on the date of this contract; modification to or modernization of existing equipment not otherwise included; or perform tests recommended or directed by insurance companies, state, municipal or other governmental authorities, which are either unscheduled at that time by the Contractor or not required by this contract.

Compensation for Additional Services, as defined by this Article, shall be calculated as follows:

1. Labor Rates for Additional Services: when preparing a proposal for services under this article, Contractors shall use the hourly labor rates for Additional Services as agreed upon on Attachment 1, Monthly Fee Schedule.
2. Material Rates for Additional Services: when preparing a proposal for services under this article, Contractors shall use the actual parts and material costs, as evident by invoices, plus a mark-up that shall not exceed Twenty Percent (20%).

3. Subcontracted Work: when preparing a proposal for services that are performed by subcontracted vendors, Contractors shall use the actual costs, as evident by invoices, plus a mark-up that shall not exceed Twenty Percent (20%).

The Contractor is required to prepare and submit to the County an estimate for labor, material, and equipment required in advance of the commencement Work. Upon the written approval of the County Facility Manger, the total amount of the Contractor's estimate, as approved by the County in writing, shall remain firm and fixed for the scope of Work. In no event will the Contractor be due additional compensation in excess of the approved amount unless a change to site conditions, or scope of work, is identified by the Contractor and is verified by the County. Upon the discovery of a differing site condition, the Contractor shall promptly notify the County's Facility Manager. The County will issue a written determine of entitlement for additional compensation.

The County, at its sole discretion, may authorize the performance of additional services on a lump sum basis.

#### **1.10 ADDITION OF CONVEYANCE EQUIPMENT**

The County reserves the right to add any number of Conveyance Equipment to any group(s), at the County's sole discretion, by soliciting a price quote(s) from the Contractor awarded to perform services under that group.

#### **1.11 DELETION OF CONVEYANCE EQUIPMENT**

The County reserves the right to delete any number of Conveyance Equipment from this contract, at the County's sole discretion, by issuing a written notification to the Contractor 14 calendar days in advance of such deletion.

#### **1.12 WORK ACCEPTANCE**

Completed Repairs and Modernization Work will be surveyed by an authorized representative of the County. This survey shall be performed to determine acceptance of Work, appropriate invoicing, and warranty conditions.

#### **1.13 WARRANTY**

All Material, except where recycled content is specifically requested, supplied by the Contractor in conjunction with this contract shall be new and warranted. In the event any of the material supplied to the County by the Contractor is found to be defective or does not conform to specifications, the County reserves the right to (1) cancel the order and return such Material to the Contractor, or (2) require the Contractor to replace the Material at the Contractor's expense.

- a. In addition to all other warranties that may be supplied by the Contractor, the Contractor shall warrant its Parts/Work against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the Contractor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the Contractor does not constitute a waiver of these warranty provisions.
- b. The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the County, within forty-eight (48) hours after the County notifies the Contractor of such deficiency in writing. If the Contractor fails to honor the warranty and/or fails to correct or replace the defective Work or items within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor may be debarred as a County Bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County forty-eight (48) hours of receipt of the notice. If the Contractor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Contractor in default of its contract, and/or (b) procure the products or services from another Contractor and charge the Contractor for any additional costs that are incurred by the County for this Work or items; either through a credit memorandum or through invoicing.
- c. Warranty Service Period ( For Modernization Only):

This includes furnishing warranty during the first year of operation and providing maintenance for One (1) year free of extra charges as well as any other miscellaneous service necessary for the replacement of the existing Conveyance Equipment. Please note that the One (1) year maintenance that is free of extra charges provided after the Modernization of the Equipment will include all the terms, conditions, and services provided under the contract. For avoidance of doubt, the County will not pay for Covered Repairs, Service Calls, and Preventative Maintenance costs for the first year following the completion of modernization.



**1.14 DISCOVERY OF MEDICAL WASTE**

If during course of completing Services under this Contract, medical wastes are encountered, the Contractor may be requested to subcontract the cleaning of the pit to a qualified entity and bill the County based on the cost plus a mark-up that shall not exceed ten percent (10%). The Contractor shall provide access to the pit at no charge. All billing for this Service shall be backed up by supporting documentation.

**APPENDIX B – TECHNICAL SPECIFICATIONS****I. ON-SITE DOCUMENTATION**

On-Site Documentation, as referenced in the Maintenance Control Program (MCP) and as specified in ASME A17.1, shall be written and permanently kept on-site in the machine room, machinery space, control room, control space, or in the means necessary for test in hard copy for each unit for elevator personnel. The documentation specified in ASME A17.1 8.6.1.2.2(d) shall be on-site and available to the specified personnel. The On-Site Documentation shall include the following specified documents:

- A. Up-to-date wiring diagrams detailing circuits of all electrical protective devices and critical operating circuits.
- B. Procedures for inspections and tests not described in ASME A17.2 and procedures or methods required for elevator personnel to perform maintenance, repairs, replacements, and adjustments, as follows:
  - 1. All procedures specifically identified in the Code as required to be written (e.g., check out procedure for leveling; check out procedure for overspeed valve; and check out procedure for reversal stop switch, etc.)
  - 2. Unique maintenance procedures or methods required for inspection, tests, and replacement of SIL rated E/E/PES electrical protective devices and circuits.
  - 3. Unique maintenance procedures or methods required for inspection, tests, and replacement of equipment applied under alternative arrangements shall be provided by the manufacturer or installer.
  - 4. Unique maintenance procedures or unique methods required for inspection and test of equipment specified in an ASME A17.7/CSA B44.7, Code Compliance Document (CCD).
- C. Written checkout procedures must be prepared:
  - 1. To demonstrate E/E/PES function as intended.
  - 2. For elevator leveling speed with open doors.
  - 3. For hydraulic elevator overspeed.
  - 4. For escalator reversal stopping device.
  - 5. For escalator handrail retarding force.
- D. Additional Written procedures must be prepared for the following:
  - 1. Authorized persons and emergency personnel elevators evacuation procedures shall be available on-site.
  - 2. Car and hoistway transparent enclosures cleaning by authorized persons.

**II. MAINTENANCE AND REPAIR SERVICES (GENERAL STANDARDS)**

- A. The Contractor shall regularly and systematically examine each unit of elevator and/or escalator equipment, its component parts and operation in accordance with the minimum maintenance approved checklist; and, as conditions warrant, adjust, lubricate, clean, repair or replace such parts and mechanisms as necessary to render full maintenance care and keep the elevator and/or escalator equipment in proper and safe operating condition. Extra care shall be taken to look for any cracked, defective, or worn parts.
- B. The Contractor shall maintain all elevators and/or escalators under this contract in first-class operating condition to comply with all requirements of ASME A17.1, and, Inspector's Manual, A17.2, and all other applicable laws, regulations, ordinances, codes, etc. Contractor shall also maintain all the requirements of American with Disabilities Act pertaining to elevators and other contracted equipment. In order to conduct routine annual code compliance inspections by the authority having jurisdiction, necessary manpower shall be provided when requested.
- C. The Contractor shall maintain the original efficiency, safety and rated speeds of the Conveyance Equipment including full running speed, acceleration, deceleration, landing and leveling and floor-to-floor time including door opening and closing time where power door operation exists, all per manufacturer's specifications and/or by code requirements. Additionally, the Contractor shall maintain vibration and noise levels within acceptable industry standards for each piece of equipment.
- D. The Contractor shall; clean, adjust, repair and/or replace, including, but not limited to: parts of the machine, brakes, motors, generators, controllers, selectors, signal panels, operating switches and devices in the hoistway, door and gate operators, door protective and monitoring system, car frame, safeties, governors and tension frames, buffers, counterweights,

compensators, platforms, wiring, valve unit, pumping unit, plunger, packing, external gearing, drive chain, handrail, handrail drive chain, handrail brush guards, handrail guides and rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, step tracks, comb and floor plates, upper drive, upper drive hearings, tension sprockets and bearings, upper and lower Newell wheel bearings, start/direction switch, skirt switches, brake switch, underspeed/overspeed switch, drive, belt/drive chain, step up-thrust switch, push button assembly, drive unit reducer or shaft, brake, track, turnaround, skirt panel, deck, glass, belt or drive chain, comb plates(s) controller, conduits, wiring, annunciator panel, indicators and key stop switch relay, handrail return switch, step demarcation lights, lighting receptacles, lubrication system, etc.

- E. Component parts to be used in repairing or replacing the foregoing items of equipment include, but are not limited to: worms, gears, thrust bearings, roller or ball bearings, sleeve bearings, pins, brake linings, generator and motor windings, commutators, armatures brush holders, slow down and limit switches, direction switches, leveling switches, load-weighting devices, interlocks, locks and contacts, resistors, rectifiers, springs, magnet frames, segments, brushes, conductor cables, tapes, chains, tubes, condensers, timers, capacitors and shunts, printed circuits, solid state electronic cards, valves, valve units, pistons, solenoids, pumps, hydraulic packing, drive belts/timing belts, underspeed/overspeed switches, direction switches, revolution counters, car top lights and light guards, steps and step assembly components, step chains, step links, rollers, wheels, handrails, balustrades, comb plates, etc.
- F. Adjustments to the electric circuits and the sequence of operation of the components shall be in accordance with the engineering tolerance established by the manufacturer of the equipment and the maintenance of mechanical clearances in accordance with the manufacturer's engineering standard tolerance.
- G. Contractor shall keep the guide rails clean and properly lubricated. When roller-type guides are involved, rail lubricant shall not be used. Periodically tighten rail bracket and fishplate bolts on critical elevators, re-alignment of guide rails if necessary.
- H. At least once per year or more, as required to prevent the build-up of lint and dirt, the Contractor shall brush lint and dirt from the guide rails, overhead beams and sheaves, counterweight frames, car tops, bottom of platforms, pit equipment, machine-room floor and hoist way door hangers and tracks; on escalators and moving walks, remove half of steps and interior side panels and thoroughly clean interior, including, but not limited to, drip pans, steps, truss, and all moving components, etc.
- I. Suspension means shall be replaced as required to maintain an adequate factor of safety, in accordance with the Elevator Safety Code. The Contractor shall maintain equal tension between individual wire suspension ropes in each set of suspension ropes and lubricate wire suspension ropes in accordance with wire rope. Rust or rouge will not be tolerated for wire ropes on this equipment. If noted on any inspection, the Contractor shall remedy the condition permanently within thirty (30) days from written notice. Wire ropes must be replaced prior to wear below minimums required by ASME A17.1, ASME A17.2 and ASME A17.6.
- J. At a frequency specified in the MCP, the Contractor shall examine all safety devices and governors and make annual safety tests; also make inspections and safety tests as required by the applicable ASME A17.1, Safety Code for Elevators and Escalators, to include five (5) year full load and full speed tests.

The Contractor shall conduct monthly tests of elevator firefighter service Phase I and II, if so equipped. Maintain log of tests and results as specified in Paragraph 3.8 (C), and as required by State Law.

- K. Keep the exterior of the machine and all other parts of the equipment subject to rust, (including, but not limited to; rails, brackets, controller cabinets, duct, carton, toe guards, pit equipment, counterweights, etc.) except where otherwise noted, painted and presentable at all times. The motor windings and controller coils are to be treated with insulating compound to maintain the insulation as required by equipment manufacturers' and industry standards.
- L. Contractor shall maintain the conveyance signal system, devices and fixtures, fixture cover plates, and all finishes. Signal system equipment includes the elevator intercommunication systems, signal buttons, direction indicator lights, position indicators, hall lanterns, mechanical lanterns, mechanical and electrical dials, signal bells, buzzers, and gongs.
- M. Contractor shall maintain all operating accessories of cab and hoist way doors and gates and keep them in proper adjustment, including, but not limited to; fans, key switches, emergency car lights, batteries and hoist way door unlocking devices. The Contractor shall also tighten bolts to maintain secure fastening of the handrails of elevator cabs, in accordance with the MCP.

- N. The Contractor shall furnish as-built wiring diagrams provided by the manufacturer, and two sets of the latest up-dated wiring diagrams designated by the manufacturer specifically for the job and unit to be maintained and noted on each page as such. No wiring diagrams will be accepted unless the name of the building or manufacturer's corresponding contract number appears on them. Two sets of wiring diagrams must be furnished for each group of elevators, one (1) set may be a copy if it is clear, legible, complete, and of the same size as those furnished by the manufacturer. If there is more than one (1) group of elevators in the building, then two (2) sets are to be furnished to each group with each set of diagrams properly showing the manufacturer's designations for each corresponding group.

The Contractor must present proof that the wiring diagrams have been ordered within 30 days after the contract award and must have possession of same within 60 days. One set of wiring diagrams to be kept in the machine room. The remaining set is for the ISD Office of Elevator Safety files. Both sets are to be submitted to the Office of Elevator Safety for affixation of a County stamp, ten (10) days prior to installation. Contractor(s) not adhering to the above specifications will be considered in default of the contract.

- O. In the event that job conditions require variations or adjustments to the wiring diagram, the Contractor shall obtain certification from the manufacturer indicating there is no compromise to safety circuits or efficiency of the operation. (See Note # 2 below.) In addition, the Contractor shall notify the County of these changes and shall provide as-built drawings in a timely manner. The drawings are the property of the County and will be kept in the machine room and the ISD Office of Elevator Safety files, at all times.

Note 1: As-built diagrams and any appendix reflecting changes thereto do not necessarily represent the current circuitry.

Note 2: Failure to provide above certification shall be considered default of the contract.

- P. For Hydraulic Elevators, in addition to the foregoing, the Contractor shall furnish all labor, materials and equipment necessary to keep the hydraulic pumping equipment in top working order; including, but not limited to: inspection of the system noting controller operation, adjustment, repair or replacement of electrical circuitry, oil levels, hydraulic lines, pump operating frequency, pit cylinder condition, keeping the pit and all drip pans free of oil accumulation, dirt, and debris.
- Q. The Contractor must have in-house capabilities to produce, via a microcomputer based traffic analyzer a report indicating the location and duration of traffic demand for elevators in a given group of elevators and a quality of service report monitoring service delays and equipment functions and/or malfunctions. As a part of this contract, the County reserves the right to request that a Traffic Analysis be performed on any piece of equipment. A complete data set provided on digital media and a full written report of actual conditions are to be submitted to the Office of Elevator Safety.
- R. All lubricants, chemicals and other industrial discard shall be disposed of as per laws, requirements, standards and rules established by the Environmental Protection Agency, the Miami-Dade County Regulatory and Economic Resources Department, and/or any other local, state or national authority/institution.

### III. MONTHLY MINIMUM TASKS (PREVENTATIVE MAINTENANCE)

Contractor shall perform all the monthly minimum preventative maintenance tasks per the requirements of ASME A17.1, Section 8.6, and the agreed upon Maintenance Control Program (MCP).

### IV. MEASUREMENT OF PERFORMANCE

- A. Reliability: Each individual elevator and escalator shall be capable of reliable operation, meeting the following modes of operation and loading criteria:
1. 90% of full load capacity for peak periods for one (1) hour duration, twice daily.
  2. Availability of not less than 98% for each escalator, and 99% for each elevator. (Availability is defined as the total period of normal operational time the elevator is available for use over a time period in (1) above.)
- B. Mean Time Between Failures (MTBF): Each escalator and elevator shall be maintained in a manner to achieve the highest mean time between failures possible, utilizing the most advanced maintenance method and equipment available.
1.  $MTBF = T = \frac{\text{Actual Operating hours}}{F}$  = Number of failures in actual operating time.
  2. Failures shall be determined exclusive of shutdowns due to vandalism, overloading, and activation of safety devices by external cause.

**V. CLEAN DOWN REQUIREMENTS**

- A. The Contractor shall replace all worn or broken parts at the time of a clean down. With respect to escalators and moving walks, Contractor shall do so prior to re-installing the escalator steps or moving walk pallets and prior to seeking the contractually required post-clean down inspection.
- B. Upon completion of any required unit clean down, Contractor shall immediately notify the Office of Elevator Safety that said unit's annual clean down has been completed and an inspection is required.
- C. Upon Contractor's receipt of or access to the clean down inspection report, Contractor shall promptly cure any deficiencies and code violations noted in the report, including, without limitation, promptly replacing any worn or broken parts noted in same.
- D. Regarding escalators and moving walk clean downs, to effectuate proper cleaning, Contractor shall remove a minimum of 50% of the escalator steps and moving walk pallets or a higher percentage (up to 100%) as may be required to facilitate proper cleaning of the unit.
- E. The County retained Qualified Elevator Inspector, "QEI" shall have final say regarding unit cleanliness and re the percentage of steps or pallets that need to be removed.

**VI. SEMI-ANNUAL AUDIT AND REQUIRED ANNUAL VENDOR SUPERVISOR CONDUCTED UNIT SURVEYS**

Using a survey form provided by the Office of Elevator Safety, which may, at the County's sole discretion, include hard copies and/or electronic formats (with electronic submission requirements) submitted to the applicable County Personnel, Contractor shall conduct semi-annual unit surveys of all Conveyance Equipment, one of which must be conducted by qualified elevator personnel familiar with the subject contract requirements and specifications, which surveys must identify any observed Code violations and contract deficiencies. The QEI-conducted survey must be conducted at the months of January and July of each year this contract is in effect.

If the Contractor fails to perform the required survey and/or submit the written report of conditions in a timely manner (sixty days past due date), the County reserves the right to perform the survey with their personnel or to contract it to a third party consultant, the cost of which will be deducted from monies due to the Contractor under this contract, as determined by the Office of Elevator Safety.

**VII. CONTRACTOR'S PERSONNEL**

- A. All service Technicians shall be equipped with an individually signaled two-way radio, cellular telephone or other suitable two-way communication device while on duty. Each employee shall have and wear photo identification issued by the Contractor that identifies the name and license number of the Contractor.
- B. The Contractor shall maintain and use a separate and exclusive repair crew trained in elevator and escalator repairs. Generally, repairs shall be performed by repair crews, not by maintenance Technicians. All repairs shall be scheduled through the applicable County personnel.
- C. The Contractor shall maintain and use a separate and exclusive periodic test crew(s) properly trained and equipped to perform elevator and/or escalator periodic tests, such as escalator brake torque, side skirt index, elevator annual and five-year full load safety tests. Staffing of test crews shall be sufficient not to interrupt maintenance or testing at various other sites. Specially assigned crews shall not be diverted to other sites or departments except in case of emergency with the facility management's approval. Periodic tests shall generally be performed by test crews, not by maintenance Technicians. All periodic tests shall be scheduled through the facility management and shall be witnessed by a Florida Certified Elevator Inspector working for the authority having jurisdiction at Miami-Dade County.
- D. The Contractor shall provide, maintain and use a "lock box" system for each machine room. The County will provide a key to each machine room door lock for placement into the "lock box". All Contractor personnel are to possess keys (keyed alike) to the lock box to facilitate access to County equipment by all applicable Contractor personnel.

- E. The Contractor shall have access to Mechanical and Electrical Professional Engineering services in the event that a need for such services is identified by the County. This requirement can be met with either the Contractor's own staff or by subcontracting for this service. Mechanical and Electrical Professional Engineering services may be required to properly execute Modernizations or complex repairs, at no additional costs to the County.
- F. The County may require all employees of the Contractor to undergo a background check, suitable for access permission in risk subject facilities, such as the Airport, Seaport, County courthouses, police stations, State Attorney's office complex and the like, prior to receiving clearance to Work therein, as may be determined by the County. In order to avoid conflicts, any employee who knowingly cannot pass a background check of this nature, conducted by the County, will not be permitted in or on any County facility, as a representative of the Contractor. Employees who have been checked and cannot be permitted in those facilities will be brought to the attention of the official representative of the Contractor.

## **VIII. RECORDS MANAGEMENT**

The Contractor shall submit in written format, documents identified by this Section no later than the 10<sup>th</sup> day of each month. To minimize paperwork, the County will accept the Contractor's reports via electronic media forms as long as the Contractor provides the County the necessary software to read and copy such data.

### **A. Service Receipts**

The Contractor shall submit monthly (with their invoice) to the facility manager, a copy of the Technician's service receipt indicating the date, time and a detailed narrative description of the performed services, which narrative description shall relate to the work required by the Maintenance Control Program or whatever other relevant work order. These service receipts shall be signed by a responsible County employee at the time the Work is performed, and a copy of this service receipt or time ticket shall be given to the responsible County employee signing the document at the time of signing, for site records. Contractors using electronic media for company internal storage and transmittal of time shall provide a hard copy of the time ticket to the facility manager or designee, via email, at the completion of each day or service performed, as applicable.

In the event the Contractor cannot get the signature of a responsible County employee for an emergency call response and/or repairs, Contractor shall leave a copy of the service receipt in the machine room and/or complete log book provided by the County, and advise the project manager as soon as possible.

### **B. Monthly Logs**

The Contractor shall provide County personnel with a monthly log, due by the 10<sup>th</sup> of each month, of all callbacks, repairs and minor adjustments made, in addition to the scheduled preventive maintenance Work. This log shall consist of the time the complaint was registered, the nature of the complaint, the correction of the problem and the amount of time required correcting the problem.

For hydraulic elevators, the logbook shall also be used to record all oil usage for each elevator. The record shall reflect all items required by code to be recorded, and shall include all oil stored on site, all oil recovered and the re-use or disposal of same, dates of each new transaction of oil usage (add, recover, dispose) and the name of the technician entering the information.

The Contractor shall provide the County personnel with a monthly log of all monthly tests of the firefighter service Phase I and II as required by Florida Statute 399, Florida Administrative Code 61C-5 and/or Florida Building Code, and as promulgated by American Society of Mechanical Engineers A17.1, supplements and addenda and A17.2.

At the County's discretion, the logbook may be maintained either in the machine room or other designated areas allowed by the code. The Contractor shall complete the log on each routine visit.

### **C. Check Chart**

The Contractor shall maintain on the job site and have available for inspection at all times, a check chart indicating the service routine that has been performed on the most recent visit. Copies of check charts will be submitted to the Office of Elevator Safety on the anniversary of each contract year and at the time of conclusion of the contract. A copy may be required upon demand by the Office of Elevator Safety. A copy of this chart will be displayed in the Elevator Machine room or a specified location in the case of escalators. Check chart information may be stored and retained via electronic media,

provided that the County is provided with the necessary software to access and retrieve data for all time periods.

D. Safety Test Reports

The Contractor shall perform periodic safety tests on all elevators, moving walks, and other equipment included in the latest edition of American Society of Mechanical Engineers (ASME) A 17.1. Tests are to include all semi-annual, annual, and five (5) year safety, governor and buffer tests as specified. The Contractor shall perform monthly tests of the elevator portion of emergency power operation and firefighter service Phase I and II as required by ASME A17.1, supplements and addenda, and A17.2. In the case of five (5) Year safety tests, a written report conforming to ASME A17.1 and A 17.2 reflecting results of the test shall be submitted to the Office of Elevator Safety following the test for County records. For other tests a copy of a report for each test will be left in the elevator logbook. Documentation required by ASME A17.1 shall be provided in all cases, without exception.

E. Witnessing of Tests

The ASME A 17.1 and Florida Statutes Chapter 399 by adoption of ASME A 17.1, requires all periodic safety tests on elevator, escalator, moving walk, and other equipment, to be witnessed by a "Qualified Elevator Inspector" from the County. The Contractor shall provide a schedule of tests to be performed, to the authority having jurisdiction, the Miami-Dade County Internal Services Department's Office of Elevator Safety, prior to the tests being performed, so the authority may provide a witness.

F. Inspection/Audit

The County reserves the right to inspect any of the Contractor's local or regional facilities and records, for the purposes of insuring compliance with the requirements of this contract, at any time during normal working hours, by the Office of Elevator Safety or designee.

**IX. TOOLS**

Upon the request of the County, prior to the start of Work, the Contractor shall provide written evidence of their ability to execute efficient and timely repairs of the elevator and/or escalator equipment. Part of this evidence shall be a list of their inventory of special tools used in the maintenance and repair of the elevator and/or escalator equipment covered under this contract. A minimum list, in addition to the common tools of the elevator and/or escalator trade shall be provided. The Contractor shall complete a list of the tools that they have either on the service trucks or in their shop. Tools which they do not physically have must be reported where they are available for Technicians' use.

**X. PARTS**

- A. The Contractor shall furnish and maintain at the location of the equipment, a parts list. The parts list shall include the description and quantity of parts, as a minimum inventory for replacement, the original manufacturer's recommended stock of parts. Parts must be listed in each manufacturer's renewal parts book for each elevator and/or each escalator. These replacement parts shall be stored in a steel cabinet provided by the Contractor and located in the County's elevator machine room or other designated location. Contractor shall maintain an accurate and up-to-date inventory control record indicating the date and quantities of each charge-out and re-order of replacement parts. The Office of Elevator Safety will advise on the missing language, and their representative shall have access to both the inventory control records and the actual parts inventory at all times for the purpose of examining and insuring the Contractor's compliance. At the termination of the contract, the stock replacement parts and parts cabinet shall remain the property of the Contractor, and shall be removed from the site. The Office of Elevator Safety's designee shall have access to the Contractor's local facilities for purposes of verifying local inventory, at any time during normal working hours.
- B. It shall be the responsibility of the Contractor to supply original replacement parts or parts that have been approved as equal or of superior quality by the manufacturer to maintain basic feature functions as installed at no additional cost to the County. The County shall not be charged for replacement parts that are no longer production items or otherwise deemed obsolete. If a component or part fails and there is not an available OEM replacement, the Contractor shall replace the entire component or assembly at their sole expense, including the redesigned model assemblies. Replacements may include, but are not limited to, hydraulic valves, controllers, door operators, generators, timer, motors, etc.
- C. The Contractor, at the discretion of the County, shall maintain at the job site or their local facilities, a supply of major components and parts to include all motors and other components such as field coils, rotating elements, stators armatures

and bearings. The Contractor shall also maintain brake coils, bearings, packing seals, pumps, pump motors, printed circuit boards and solid state components for use as spare parts in emergency repairs. These spare parts and components shall be of the same voltage and electrical characteristics, size and metallic compound as was originally installed. A "Parts Lending" plan is an acceptable alternative and recommended as explained in the next paragraph.

The Contractor, if other than the original manufacturer of the Conveyance Equipment, agrees to provide a fully executed "Parts Lending Plan" which is an agreement between the Contractor and the Manufacturer to lend at once a needed replacement part from the spare parts inventory of the manufacturer, giving at the same time, the manufacturing order to replace that part to said inventory of the manufacturer.

- D. If a part or component fails and the Contractor does not have replacement in stock; The Contractor shall immediately have a spare-lending replacement or permanent replacement shipped via the most expeditious method, by no later than the following working day. If a component or part is identified as requiring replacement prior to failure, the Contractor shall have a spare-lending or permanent replacement on-site prior to commencement of repair to minimize down time.

## **XI. LUBRICANTS**

The lubricants, including oils and grease, used shall comply with the specifications for lubricants recommended by the equipment manufacturer of the Conveyance Equipment. Rope lubricants shall conform to manufacturer's recommendation and ANSI/ASME Inspector's Manual A17.2. Lubricants shall be stored in proper containers. All spent lubricants and chemicals shall be disposed of in a proper, legal manner.

## **XII. JOBSITE**

Under no circumstances shall County be liable for any damage done to equipment, parts, components and/or materials not yet installed and stored at any County facility. The Contractor is responsible for all un-installed equipment, parts, components and materials stored on the job site.

- A. There are some County's facilities that are prone to major flooding, due to design and/or location. Although the County will take every reasonable precaution to protect all equipment, parts, components, and materials storage by the Contractor, the Contractor shall be responsible of securing such items to avoid damages.
- B. Upon the issuance of a Hurricane Warning by the National Hurricane Center, the Contractor shall secure their work site(s), protect or remove from the site all un-installed equipment, parts, components and materials stored at any County facility.

## **XIII. NON-PROPRIETARY**

The Conveyance Equipment, inclusive of any parts needed for modernization, shall be non-proprietary and shall conform to the requirements stipulated on attachment 2. Additionally, prior to the commencement of Modernization Work, the Contractor shall submit Attachment 2, Non-Proprietary Equipment Affidavit that must be notarized and fully executed. Following the completion of Work, the Contractor shall provide three (3) bound sets of printed instructions for use of any tool that may be necessary to perform diagnostic evaluations, systems adjustment and/or programmable software changes on any unit of the microprocessor based elevator control equipment. The Contractor shall provide access codes, passwords and other proprietary information that is necessary to interface with the microprocessor control equipment. In addition, the Contractor shall provide step by step adjusting, programming, and troubleshooting procedures that pertain to the microprocessor control equipment, and a composite listing of the individual settings chosen for the variable software parameters stored on the software programs of both motion and dispatch controllers.





**ATTACHMENT 1 – MONTHLY FEE SCHEDULE**  
**EVN0000037**  
**MAINTENANCE AND REPAIR SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 1: AVIATION DEPARTMENT								
Item No.	Unit Description/Location	Serial #	Type	# of units	Covered Repairs Monthly Fee	Service Calls Monthly Fee	Preventative Maintenance Monthly Fee	Total Monthly Fees
1	Cc. D Gate 26 AA/TSA Offices (C. Beanery)	72470	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
2	Cc. D Gate 29 Domestic/Sterile	72473	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
3	Cc. D Gate 30 (Tower)	72475	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
4	Cc. D Gate 28/29 Domestic/Sterile	72528	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
5	Admiral Club (Service Car)	72529	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
6	Cc. D Gate 30 Sterile	72530	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
7	MFS Station	72531	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
8	Cc. D Gate 37/38 Domestic/Sterile	72538	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
9	APM Station 4 Domestic	74325	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
10	APM Station 4 International	74327	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
11	APM Station 4 International	74328	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
12	APM Station 4 Domestic	74402	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
13	Cc. D-25 To Baggage	74785	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
14	Cc. D-25 To Baggage	74786	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
15	Cc. D Gate 25 to Bag Clam 2-1	74787	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
16	Cc. D Gate 24/25 Domestic/Sterile	74788	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
17	APM Station 3 International	74789	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
18	A.A. Flight Service between D-25/26	74838	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
19	APM Station 3 Domestic	75030	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
20	APM Station 3 International	75033	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
21	APM Station 3 Domestic	75034	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
22	APM-D MSF Station	75093	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
23	Cc. D- 25 Freight behind Books and Books	76029	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
24	Cc. D Gate 30/31 FIS (Oversize bags)	76034	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
25	Cc. D FIS	76035	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
26	Cc. D Gate 30/31 FIS Area	76245	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
27	Cc. D Gate 30/31 FIS Area	76246	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
28	Cc. D Gate 30/31 FIS Area	76247	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
29	Cc. D Gate 30/31 FIS Area	76248	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
30	Cc. D Gate 53	76332	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
31	Cc. D Gate 60 Sterile	76333	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
32	AA Offices (Eagle)	76334	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
33	Cc. D Gate 53/55 Sterile	76335	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
34	Cc. D Gate 60 Domestic	76336	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
35	Cc. D Gate 45-47	74435	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
36	Cc. D Gate 43	74436	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
37	Cc. D Gate 36	68635	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
38	Cc. D Gate 36 Dom/Sterile	68636	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
39	Cc. D Gate 36 (2 to 3)	68639	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
40	Cc. D Gate 34-36 (3 to 2)	68640	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
41	Cc. D Gate 31-32	69662	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
42	Cc. D Gate 33-34	69663	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
43	Cc. D FIS 3 to 2	72474	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
44	Cc. D Gate 37/39	72476	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
45	Cc. D Gate 27 Sterile	72477	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
46	Cc. D Gate 28/29 Domestic/Sterile	72478	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
47	APM Station 3 Domestic 2 to 3	72479	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
48	APM Station 3 Domestic 2 to 3	72480	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
49	APM Station 3 Domestic 2 to 3	72481	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
50	APM Station 3 Domestic 2 to 3	72482	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
51	APM Station 3 International 3 to 5	72483	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
52	Cc. D Gate 29/30 FIS 3 to 2	72484	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
53	APM Station 4 Domestic 3 to 5	74407	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
54	APM Station 4 Domestic 3 to 5	74408	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
55	APM Station 4 International 3 to 5	74409	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
56	APM Station 4 International 3 to 5	74410	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
57	Cc. D Gate 48 3rd fl. Sterile	74429	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
58	Cc. D Gate 49/51 3rd fl. Sterile	74430	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
59	Cc. D Gate 45-47 Sterile	74435	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
60	Cc. D Gate 41-43	74436	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
61	Cc. D Gate 46-48 Sterile	74437	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
62	Cc. D Gate 42-44	74438	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
63	Cc. D FIS 2 to 3	74474	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
64	APM Station 2 Domestic 2 to 3	74475	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
65	APM Station 2 Domestic 2 to 3	74476	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
66	APM Station 2 Domestic 2 to 3	74477	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63

67	APM Station 2 Domestic 2 to 3	74478	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
68	Cc. D Gate 24/25 Sterile	74479	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
69	Cc. D Gate 26-27	74480	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
70	Cc. D FIS 3 to 2	74481	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
71	APM Station 2 Domestic 2 to 3	74482	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
72	Cc. D Gate 15-17 (A to B infill)	74489	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
73	Cc. D Gate 15-17 (A to B infill)	74490	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
74	Cc. D Gate 39/40 Sterile	74825	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
75	APM Station 4 Domestic 2 to 3	74826	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
76	APM Station 4 Domestic 2 to 3	74827	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
77	APM Station 4 Domestic 2 to 3	74828	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
78	APM Station 4 Domestic 2 to 3	74829	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
79	APM Station 4 Domestic 3 to 5	74830	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
80	APM Station 4 Domestic 3 to 5	74831	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
81	APM Station 3 International 3 to 5	75022	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
82	APM Station 3 International 3 to 5	75023	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
83	Cc. D Gate 29/30 FIS 3 to 2	75024	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
84	APM Station 3 Domestic 3 to 5	75028	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
85	APM Station 3 Domestic 3 to 5	75029	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
86	APM Station 3 Domestic 3 to 5	75031	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
87	APM Station 3 Domestic 3 to 5	75032	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
88	APM Station 4 International 3 to 5	75076	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
89	Cc. D-25 to Baggage 2 to 1	75755	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
90	Cc. D-25 to Baggage 2 to 1	75756	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
91	Cc. D-25 to Baggage 2 to 1	75757	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
92	Cc. D Gate 60 American Eagle 1-2	76329	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
93	Cc. D Gate 60 American Eagle 2-1	76330	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
94	Cc. D American Eagle Sterile 1-3	76331	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
95	Cc. D Checkpoint (Sterile)	69654	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
96	Cc. D Gate 31-32	69655	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
97	Cc. D Gate 33-34	69656	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
98	Cc. D Gate 19-Domestic	70563	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
99	Cc. D Gate 17/19	70564	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
100	Cc. D Gate 15-17 Sterile	70566	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
101	Cc. D Gate 15 Admirals Club	70567	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
102	Cc. D Gate 16/18 Concession	70568	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
103	Cc. D Gate 16/18 Concession	70569	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
104	Cc. D Gate 12	70571	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
105	Cc. D Gate 10-12	70572	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
106	Cc. D Gate 12-14	70573	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
107	Cc. D Gate 10-12	70574	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
108	Cc. D Gate 9/11 Domestic/Sterile	71703	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
109	Cc. D Gate 5/7 Domestic/Sterile	71704	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
110	Cc. D Gate 1-3 Domestic/Sterile	71705	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
111	Cc. D Gate 4 Domestic/Sterile	71706	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
112	Cc. D Gate 6 Domestic/Sterile	71707	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
113	Cc. D Gate 3-5	71709	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
114	Cc. D (3rd Floor) Gate 31 Sterile	69666	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
115	Cc. D (3rd Floor) Gate 31 Sterile	69667	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
116	Cc. D (3rd Floor) Gate 31-33	69670	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
117	Cc. D (3rd Floor) Gate 31-33	69671	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
118	Cc. D (3rd Floor) Gate 33-34	69674	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
119	Cc. D (3rd Floor) Gate 33-34	69675	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
120	Cc. D Freight @Miami Subs( old # 8187)	70570	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
121	Cc. D APM Gate 17/20 Sterile	70601	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
122	Cc. D Sterile	70602	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
123	Cc. D Gate 10 Domestic 2nd Floor	71711	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
124	Cc. D Gate 8/10 Domestic 2nd Floor	71712	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
125	Cc. D Gate 6/8 Sterile 2nd Floor	71713	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
126	Cc. D Gate 4 Domestic 2nd Floor	71714	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
127	Cc. D 3rd Floor Gate 8/10 Domestic	71715	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
128	Cc. D 3rd Floor Gate 8/10 Domestic	71716	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
129	Cc. D 3rd Floor Gate 6/8 Sterile	71717	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
130	Cc. D 3rd Floor Gate 6/8 Sterile	71718	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
131	Cc. D Gate 42/43 3rd fl. Sterile	74411	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
132	Cc. D Gate 41/43 3rd fl. Sterile	74412	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
133	Cc. D Gate 40 3rd fl. Sterile	74413	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
134	Cc. D Gate 49-51 3rd fl. Sterile	74439	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
135	Cc. D Gate 45-47 3rd fl. Sterile	74440	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
136	Cc. D Gate 44-46	74441	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
137	Cc. D Gate 27 3 <sup>rd</sup> Floor Sterile	76028	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
138	Cc. D Gate 25 3 <sup>rd</sup> Floor Sterile	76031	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
139	Cc. A Gate 10-09	70578	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
140	Cc. D Gate 15 Admirals Club 2-3	70579	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
141	Cc. D Gate 15 Admirals Club 3-2	70580	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
142	Cc. A Gate 10-12	70581	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
143	Cc. D Gate 10-12	70582	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
144	Cc. D Gate 10	70588	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
145	Cc. D Gate 11 Sterile	71719	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63

146	Cc. D Gate 5-7 Domestic/Sterile	71720	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
147	Cc. D Gate 1-3 Domestic/Sterile	71721	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
148	Cc. D Gate 2-4 Domestic/Sterile	71722	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
149	Cc. D Gate 6-8 Domestic/Sterile	71723	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
150	Terminal D (old #8183 AA Offices)	70485	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
151	Cc. D Gate 19-Domestic	70562	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
152	Cc. D Gate 11 Service	71710	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
153	Cc. D FIS	72471	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
154	Cc. D over size baggage	72472	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
155	Cc. D Gate 42-44	74323	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
156	Cc. D Gate 39/40	74324	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
157	Cc. D Gate 45-47 (Service)	74329	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
158	Cc. D Gate 49/51	74330	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
159	Cc. D Gate 48	74331	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
160	Cc. D Gate 45/47	74332	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
161	Cc. D Gate 46/48	74400	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
162	cc.D Gage 41/43	74401	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
163	North Terminal	75020	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
164	North Terminal	75021	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
165	MIA Station (Service Car)	76504	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
166	MIC Station	76692	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
167	MIC Station	76693	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
168	H Lobby/Cc. J Bag Claim #5 North	74935	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
169	H Lobby/Cc. J Bag Claim #5 Center	74936	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
170	H Lobby/Cc. J Bag Claim #5 South	74937	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
171	Cc. D Skyride	76608	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
172	Cc. D Skyride	76609	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
173	Cc. D Skyride	76610	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
174	Cc. H Lobby North-South	75136	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
175	Cc. H Lobby North-Center	75137	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
176	Cc. H Lobby North	75138	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
177	Cc. J Lobby North	75141	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
178	Cc. J Lobby South	75142	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
179	Terminal D Post Office	70186	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
180	Terminal D Post Office	70187	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
181	MIC Station 1 to 4	76691	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
182	Cc. D 1 to 2	76604	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
183	Cc. D 2 to 1	76605	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
184	Cc. D 2 to 3	76606	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
185	Cc. D 3 to 2	76607	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
186	South Terminal	75106	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
187	South Terminal	75107	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
188	South Terminal	75108	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
189	South Terminal	75109	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
190	South Terminal	75110	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
191	South Terminal	75111	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
192	South Terminal	75112	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
193	ST- H Lobby 1-2 Up	76049	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
194	ST- H Lobby 2-1 Down	76050	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
195	ST- H Lobby 2-1 Down	76051	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
196	ST-H Lobby 3-2 Dn (by Caribe Mural)	76052	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
197	ST-H Lobby 3-2 Up (by Caribe Mural)	76053	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
198	Building 0861 (60)	65307	Freight Car/Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
199	Skyride Terminal D (1-4)	69030	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
200	Skyride Terminal D (1-4)	69031	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
201	Skyride Terminal D (1-3)	69032	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
202	Skyride Terminal D (1-3)	69033	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
203	Opa-Locka	69198	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
204	North Term Skyride D (B)	69273	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
205	North Term Skyride D (B)	69274	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
206	North Term Skyride D	69275	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
207	North Term Skyride D	69276	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
208	North Term Skyride D	69277	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
209	North Term Skyride D	69278	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
210	North Term Skyride D	69279	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
211	North Term Skyride D	69280	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
212	Skyride F	69281	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
213	Skyride F	69282	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
214	Skyride F-G	69283	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
215	Skyride F-G	69284	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
216	Skyride G	69285	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
217	Skyride G	69286	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
218	Skyride G-H	69287	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
219	Skyride G-H	69288	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
220	Skyride D (B)	69798	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
221	Skyride D (B)	69799	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
222	Skyride D B-A	71578	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
223	Skyride D A-B	71579	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
224	North Terminal	75025	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
225	North Terminal	75026	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34

226	Terminal J 3 <sup>rd</sup> Floor/Skyride	75120	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
227	Terminal J 3 <sup>rd</sup> Floor/Skyride	75121	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
228	Terminal J 3 <sup>rd</sup> Floor/Skyride	75122	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
229	Terminal J 3 <sup>rd</sup> Floor/Skyride	75123	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
230	Terminal J 3 <sup>rd</sup> Floor/Skyride	75124	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
231	Terminal J 3 <sup>rd</sup> Floor/Skyride	75125	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
232	Terminal J 3 <sup>rd</sup> Floor/Skyride	75126	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
233	Terminal J 3 <sup>rd</sup> Floor/Skyride	75127	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
234	N.Term CU to Bag Claim 1 to 2	71692	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
235	N. Term CU to Bag Claim 2 to 1	71693	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
236	N.Term AA Credit Union 3 to 2	71694	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
237	N. Term AA Credit Union 2 to 3	71695	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
238	N.Terminal Auditorium 3 to 4	71696	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
239	N.Terminal Auditorium 4 to 3	71697	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
240	Dolphin Garage Northeast	71222	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
241	Dolphin Garage Northeast	71223	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
242	Dolphin Garage Center East	71224	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
243	Dolphin Garage Center East	71225	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
244	Dolphin Garage Southeast	71226	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
245	Dolphin Garage Southeast	71227	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
246	N.Term Auditorium/AA C U North	71573	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
247	N.Term Auditorium/AA C U Center	71574	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
248	N.Term Auditorium/AA C U South	71575	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
249	North Terminal	75027	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
250	Cc. H Offices/Cargo TSA	75152	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
251	Cc. J Gate 5 West	74839	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
252	Cc. J Domestic Lobby West	74958	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
253	Cc. J Gate 3 East (Tower)	74962	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
254	Cc. J Concession North	75060	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
255	Bus Station Domestic S	75139	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
256	Bus Station Domestic N	75140	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
257	Cc. J Cargo by Rotunda W	75144	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
258	Cc. J Cargo by Rotunda E	75145	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
259	Cc. J Oversize Bag Lobby Sterile	75146	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
260	Cc. J International Cargo	75147	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
261	Cc. J Cargo Lobby South Check Point	75148	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
262	Cc. J Cargo Lobby North Check Point	75149	Gearless	1	\$976.79	\$150.28	\$375.69	\$1,502.76
263	Cc. F Gate 10 Domestic	69073	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
264	Cc. F Gate 10 Domestic	69074	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
265	Cc. F Gate 16 Sterile	69075	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
266	Cc. F Gate 12 Sterile	69076	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
267	Cc. F Gate 15 Sterile	69077	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
268	Cc. F Gate 20 Sterile	69078	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
269	Cc. F Gate 19 Sterile	69079	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
270	Cc. F Gate 23 Sterile	69080	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
271	Cc. J Gate 17 3 <sup>rd</sup> Floor Sterile	74978	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
272	Cc. J Gate 11-15 3 <sup>rd</sup> Floor Sterile	74979	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
273	Cc. J Gate 07-09 3 <sup>rd</sup> Floor Sterile	74980	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
274	Cc. J Gate 03-05 3 <sup>rd</sup> Floor Sterile	74981	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
275	Cc. J Gate 12-14 3 <sup>rd</sup> Floor Sterile	74982	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
276	Cc. J Gate 08-10 3 <sup>rd</sup> Floor Sterile	74983	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
277	Cc. J Gate 02-04 3 <sup>rd</sup> Floor Sterile	74984	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
278	Cc. J- 3 <sup>rd</sup> Floor Sterile	74985	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
279	Cc. J- 3 <sup>rd</sup> Floor Sterile	74986	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
280	Cc. J- 3 <sup>rd</sup> Floor Sterile	74987	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
281	Cc. J	74988	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
282	Cc. J	74989	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
283	Cc. J Gate 16	74990	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
284	Cc. J-2 <sup>nd</sup> Floor Free South	75113	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
285	Cc. J-2 <sup>nd</sup> Floor Free North	75114	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
286	Terminal J/H 3 <sup>rd</sup> Floor Sterile Corridor	75153	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
287	Terminal J/H 3 <sup>rd</sup> Floor Sterile Corridor	75154	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
288	Terminal J/H 3 <sup>rd</sup> Floor Sterile Corridor	75155	Glass Esc	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
289	Cc. F Gate 11 (Freight)	65491	Hydro Freight Bi Parting	1	\$404.50	\$62.23	\$155.58	\$622.31
290	Cc. E Gate 07	68619	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
291	Cc. E Gate 09	68620	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
292	Cc. E Gate 11	68621	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
293	Cc. E Gate 08	68622	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
294	Cc. E Gate 06	68623	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
295	Cc. E Gate 09	68624	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
296	Cc. F Gate 11	69081	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
297	Cc. F Gate 19	69082	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
298	Cc. F Gate 19	69083	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
299	Cc. F Gate 15	69084	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
300	Cc. E Gate 02	69170	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
301	Cc. E Gate 05	69171	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
302	Cc. F Gate 10	69403	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
303	Cc. F Gate 20	69404	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
304	Terminal F-G Wrap 1st POD	70036	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
305	Terminal F-G Wrap 2nd POD	70037	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31

306	Terminal F-G Wrap NW T/C	70038	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
307	Terminal F-G Wrap South of Ck Pt G	70039	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
308	Cc. G Bus Station	70040	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
309	Cc. J Gate 15-17	74840	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
310	Cc. J Gate 11-15 West	74949	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
311	Cc. J Gate 15 East	74950	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
312	Cc. J Gate 7-9 West	74960	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
313	Cc. J Gate 9 East	74961	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
314	Cc. J Gate 8-10	74963	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
315	Cc. J Gate 12-14	74964	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
316	Cc. J Gate 02-04	74965	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
317	Cc. J Gate 05-07 West	74966	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
318	Cc. J Gate 05-07 East	74967	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
319	Cc. J Gate 5 East	74968	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
320	Cc. J Gate 16	74969	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
321	Cc. E 3rd Floor Sterile	69167	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
322	Cc. F Gate 07 3rd fl. Sterile	69949	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
323	Cc. F Gate 07 3rd fl. Sterile	69950	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
324	Cc. F Gate 03 3rd fl. Sterile	69951	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
325	Cc. F Gate 05 3rd fl. Sterile	69952	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
326	Cc. F Gate 03 3rd fl. Sterile	69953	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
327	Terminal E/F 3rd fl. Sterile Connector	69954	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
328	Terminal F/E 3rd fl. Sterile Connector	69955	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
329	Terminal D/E 3rd fl. Sterile Connector	69956	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
330	Terminal E/D 3rd fl. Sterile Connector	69957	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
331	Cc. H Gate 8/10 3rd fl. Sterile	71067	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
332	Cc. H Gate 4/6 3rd fl. Sterile	71068	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
333	Cc. H Gate 4/6 3rd fl. Sterile	71069	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
334	Cc. H Gate 8/10 3rd fl. Sterile	71070	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
335	Cc. J 09-11 3 <sup>rd</sup> Floor Sterile	74970	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
336	Cc. J 11-09 3 <sup>rd</sup> Floor Sterile	74971	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
337	Cc. J 05-07 3 <sup>rd</sup> Floor Sterile	74972	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
338	Cc. J 07-05 3 <sup>rd</sup> Floor Sterile	74973	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
339	Cc. J - 2 <sup>nd</sup> Floor Domestic	74974	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
340	Cc. J - 2 <sup>nd</sup> Floor Domestic	74975	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
341	Cc. J - 2 <sup>nd</sup> Floor Domestic	74976	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
342	Cc. J - 2 <sup>nd</sup> Floor Domestic	74977	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
343	H-J 3 <sup>rd</sup> Floor Sterile	75128	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
344	H-J 3 <sup>rd</sup> Floor Sterile	75129	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
345	H-J 3 <sup>rd</sup> Floor Sterile	75130	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
346	H-J 3 <sup>rd</sup> Floor Sterile	75131	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
347	H-J 3 <sup>rd</sup> Floor Sterile	75132	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
348	H-J 3 <sup>rd</sup> Floor Sterile	75133	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
349	H-J 3 <sup>rd</sup> Floor Sterile	75134	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
350	H-J 3 <sup>rd</sup> Floor Sterile	75135	MW	1	\$2,861.52	\$440.23	\$1,100.59	\$4,402.34
351	Satellite E Gate 25	65655	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
352	Satellite E Gate 24	65656	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
353	Cc. E Gate 09	68625	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
354	Cc. E Gate 10/11	68626	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
355	Cc. E Gate 08	68627	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
356	Cc. E Gate 04	68628	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
357	Cc. E Gate 05 (1-2)	69168	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
358	Cc. E Gate 05 (2-3) INS	69169	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
359	Cc. F Gate 09	69958	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
360	Cc. F Gate 07	69959	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
361	Cc. F Gate 05	69960	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
362	Cc. F Gate 03	69961	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
363	Cc. F Gate 03 Bus	69962	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
364	Cc. J/H Connector East	75074	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
365	Cc. J/H Connector West	75075	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
366	Terminal E Flagship Lounge	76241	Wheelchair Lift	1	\$146.80	\$22.58	\$56.46	\$225.84
367	Cc. J Gate 03-05 West, SS74837	74837	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
368	CBP offices in Cc. J. Dumbwaiter SS75515	75515	DW	1	\$146.80	\$22.58	\$56.46	\$225.84
369	Escalator #5 Serial # 76835 DC # 13090 Miami Intermodal Center 3900 NW 25 STREET	76835	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
370	Escalator #6 Serial # 76836 DC # 13091 Miami Intermodal Center 3900 NW 25 STREET	76836	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
371	Elevator #5 Serial # 76829 DC # 13084 Miami Intermodal Center 3900 NW 25 STREET	76829	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
372	Elevator #6 Serial # 76830 DC # 13085 Miami Intermodal Center 3900 NW 25 STREET	76830	Traction	1	\$976.79	\$150.28	\$375.69	\$1,502.76
	<b>Total:</b>			<b>372</b>				<b>\$837,165.92</b>

**GROUP 2: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS**

Item No.	Unit Description/Location	Serial #	Type	# of units	Covered Repairs Monthly Fee	Service Calls Monthly Fee	Preventative Maintenance Monthly Fee	Total Monthly Fees
1	NE Bus: 360 NE 185 Street, Miami, FL 33179	72669	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
2	NE Bus: 360 NE 185 Street, Miami, FL 33179	72670	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
3	Financial District: 50 SE 14 Stree Miami, FL33131	72701	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
4	School Board: 50 NE 15 Street Miami FL 33132	72726	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
5	Adrienne Arsht Center: 1455 Biscayen Blvd, Miami, FL 33132	72722	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
6	10th Street: 1011 SE 1 Ave. Miami, FL33131	72706	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
7	11th Street: 1098 NE 2 Ave Niarni, FL 33132	72718	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
8	Brickell Mover: 1200 SW 1 Ave. Miami, FL 33130	72703	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
9	Brickell station: 1001 SW 1 Ave. Miami, FL 33130	72704	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
10	Park West: 600 NE 2 Avenue Miami, FL33132	72716	Hydro	1	\$404.50	\$62.23	\$155.58	\$622.31
11	Riverwalk: 88 SE 4 Street Miami, FL 33131	72712/72713	Traction	2	\$1,953.58	\$300.55	\$751.38	\$3,005.51
12	5th street: 35 SE 5 Street Miami FL 33131	72710/72711	Traction	2	\$1,953.58	\$300.55	\$751.38	\$3,005.51
13	Dadeland South: 9150 Dadeland Blv. Miami FL 33156	72791/72730	Escalator	2	\$2,788.02	\$428.93	\$1,072.32	\$4,289.27
14	Financial District: 50 SE 14 Stree Miami, FL33131	72702	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
15	School Board: 50 NE 15 Street Miami FL 33132	72726	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
16	Adrienne Arsht Center: 1455 Biscayen Blvd, Miami, FL 33132	72723/72724/72725	Escalator	3	\$4,182.03	\$643.39	\$1,608.47	\$6,433.89
17	10th Street: 1011 SE 1 Ave. Miami, FL33131	75857	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
18	11th Street: 1098 NE 2 Ave Niarni, FL 33132	75858	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
19	Brickell Mover: 1200 SW 1 Ave. Miami, FL 33130	75859	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
20	Park West: 600 NE 2 Avenue Miami, FL33132	75856	Escalator	1	\$1,394.01	\$214.46	\$536.16	\$2,144.63
	<b>Total:</b>			<b>25</b>				<b>\$35,825.06</b>

Rates for Additional Services		
Elevator Mechanic's Helper		Hourly Rate
a)	During Regular Working Hours	\$179.02
b)	During other than regular working hours, and Saturdays.	\$249.11
c)	During Sundays and Holidays	\$319.15
Elevator Mechanic		Hourly Rate
d)	During Regular Working Hours	\$255.87
e)	During other than regular working hours, and Saturdays.	\$366.27
f)	During Sundays and Holidays	\$422.54
Elevator Foreman/Adjustor		Hourly Rate
g)	During Regular Working Hours	\$259.85
h)	During other than regular working hours, and Saturdays.	\$411.94
i)	During Sundays and Holidays	\$475.36
Material Rates for Additional Services		% Mark-Up
a)	Mark-Up Percentage	20%

Covered Service Rate ( After Hours)		
Elevator Mechanic's Helper		Hourly Rate
b)	During other than regular working hours, and Saturdays.	\$177.63
c)	During Sundays and Holidays	\$207.88
Elevator Mechanic		Hourly Rate
e)	During other than regular working hours, and Saturdays.	\$222.06
f)	During Sundays and Holidays	\$259.84
Elevator Foreman/Adjustor		Hourly Rate
h)	During other than regular working hours, and Saturdays.	\$222.06
i)	During Sundays and Holidays	\$259.84

Scheduled Shift Coverage Rate		
Day	Time	Hourly Rate
Monday - Friday	3:00 PM - 11:30 PM	\$279.00
Monday - Friday	11:30 PM - 7:00 AM	\$286.00
Saturday	7:00 AM - 3:30 PM	\$359.00
Saturday	3:00 PM - 11:30 PM	\$372.00
Sunday & Holiday	7:00 AM - 3:30 PM	\$398.00
Sunday & Holiday	3:00 PM - 11:30 PM	\$412.00

Note: Scheduled Shift Coverage may be used by the County to supplement staff during the hours above to perform any service under the contract with the exception of Modernization and new installations. Rates above factor in the Foreman rate.

