

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
FROM: Frank Gifford, Central Services Director
DATE: August 25, 2014
RE: Contract Addendum for Elevator Maintenance – ThyssenKrupp Elevator Corp.

STATEMENT OF ISSUE:

ThyssenKrupp Elevator Corp's standard contract for elevator maintenance required changes per the Prosecuting Attorney's Office. The necessary changes were negotiated between the Prosecuting Attorney's Office and ThyssenKrupp Elevator Corp. and are reflected in the Addendum to the Platinum Service Agreement.

ANALYSIS:

Entering into the agreement and addendum will allow ThyssenKrupp Elevator Corp. to provide maintenance on the Courthouse elevator to ensure it continues to operate in a safe manner and meets all L&I requirements.

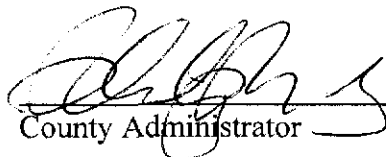
FISCAL IMPACT:

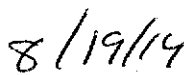
Annual elevator maintenance costs of \$6840 is included in the Facilities budget.

RECOMMENDATION:

Approve and sign the Addendum to the ThyssenKrupp Elevator Corp. maintenance contract.

REVIEWED BY:


County Administrator


Date

ADDENDUM TO 'PLATINUM SERVICE AGREEMENT'
BETWEEN THYSSENKRUPP ELEVATOR CORP. ("TKE") AND
JEFFERSON COUNTY ("COUNTY")

TKE and the County hereby mutually agree to amend the "Platinum Service Agreement" as follows

Page 1

The building location is 1820 Jefferson Street. All other information on this page remains valid and in full force and effect.

Page 7

The section on this page entitled "Insurance" is deleted and replaced with the following text:

"Jefferson County belongs to the Washington Counties Risk Pool ("WCRP") and through its membership in the WCRP is provided \$10 million in third party liability coverage for both personal injury and damage to personal property. The WCRP also provides the County with an excess insurance policy in the amount of \$10 million above the initial \$10 million, said excess policy mirroring the initial \$10 million policy. The County is unable to name TKE as an "additional insured" on the Joint Self Insurance Liability Policy provided to it by the WCRP. Any coverage provided to the County by WCRP for third party liability claims shall be non-contributory to any insurance obtained and maintained by TKE.

TKE shall obtain and maintain insurance from insurance companies authorized to do business in Washington State the following insurance:

Worker's Compensation: Industrial Insurance in an amount and quality equivalent to or in excess of what is required of TKE by state law.

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and a aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;

- c. Broad Form Contractual/Commercial Liability – including completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

Such insurance coverage shall be evidenced by one of the following methods:

- * Certificate of Insurance;
- * Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this agreement.

Failure of TKE to take out and/or maintain any required insurance shall not relieve TKE from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

Failure of TKE to comply with the “Insurance” provisions of this Agreement shall constitute grounds for the County to withhold payment of amounts due to TKE.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Consultant.

Page 8, first full paragraph that begins “In the event an attorney is retained....” is deleted and replaced with the following text:

“In the event litigation arising from the terms and conditions of this Agreement is initiated in a court of competent jurisdiction then each party will be solely responsible for the costs it incurs, including, but not limited to, court costs, fees, expenses and attorney’s fees.”

Page 8, section entitled “Annual Price Adjustments” is amended with the addition of the following text:

"In the event of prepayment by the County no adjustment to the contract price shall become effective until the first month when another payment becomes due from the County. TKE shall make all reasonable efforts to inform the County of a price increase at least 30 days before such price increase would take effect, but failure to so timely inform will not constitute a breach of the contract. Any annual price increase which exceeds twenty percent (20%) of the prior annual base price shall be grounds for the County to terminate this Agreement."

Page 8, Early Payment Discount:

This section is amended to replace the phrase "a 3% discount" with the phrase "a 5% discount."

Page 9, Travel Time and Mileage on (Overtime) Service Requests:

Both sections relating to travel time and mileage, whether it describes a "service request" or an "overtime service request," are amended with this additional text:

"The term "mileage" in these sections means the applicable private vehicle mileage rate established by the Internal Revenue Service for a particular year when this Agreement is effective."

Both sections relating to travel time and mileage, whether it describes a "service request" or an "overtime service request," are amended to include and expressly refer to a table from TKE showing all applicable travel times for TKE employees, agents and equipment.

Both sections relating to travel time and mileage, whether it describes a "service request" or an "overtime service request," are amended to reflect the addition of this text:

"If a service request or overtime service request from the County is one of two or more such requests handled consecutively or sequentially by a single team or group of TKE employees as dispatched ONCE ("a dispatching event") from the dispatching location to handle multiple service requests during one work shift or one work day, then with respect to the County the applicable travel time and mileage charges shall be apportioned between or among the various TKE customers such that TKE is not authorized to collect in mileage charges from the County any mileage charges the County would normally incur but which TKE is collecting from another TKE client served as a result of the same dispatching event. Similarly, TKE is not authorized to collect from the County any travel time charges the County would normally incur but which TKE is collecting from another TKE client served as a result of the same dispatching event."

AGREED TO BY all parties on the last date listed below:

ThyssenKrupp Elevator Corporation: ThyssenKrupp Elevator Corporation Approval

By: _____
Signature of TKE representative
Geoff Vestman, Account Manager

By: _____
Glenn Minter, Branch Manager

Date: _____

Date: _____

Jefferson County, a political subdivision of the State of WA

By: _____
John Austin, Chair, County Commission

Date: _____

Approved as to form only

David Alvarez 8/13/2014

Jefferson Co. Prosecutor's Office
David Alvarez, Chief Civil DPA