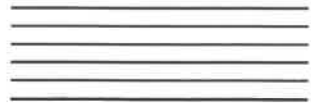


TULSA COUNTY



PURCHASING
DEPARTMENT

MEMO

DATE: January 15, 2019

FROM: Matney M. Ellis
Purchasing Director 

TO: Board of County Commissioners

SUBJECT: Agreement – Empire Elevators, LLC

Proposals for the Modernization of the Freight Elevator at the Tulsa County “HQ” Administration Building were opened on December 3, 2018 and the recommendation to accept the proposal from Empire Elevators, LLC was approved by the Board of County Commissioners on December 10, 2018, CMF# 246585.

The Tulsa County Purchasing Department respectfully requests the Board of County Commissioners approve and execute the attached agreement between the Board of County Commissioners and Empire Elevators, LLC for the freight elevator modernization.

Respectfully submitted for your approval.

MME / mlb

ORIGINAL: Michael Willis, County Clerk, for the January 22, 2019 agenda.



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Phone (918) 574-8555
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Empire Elevators, LLC (hereinafter called *We*) agrees to furnish the permit, labor, and material necessary to perform the following work on a freight elevator at the location listed below:

LOCATION: Tulsa County
"HQ" Administration Building

SCOPE OF WORK

Empire Elevators shall perform the following scope of work that shall include all required engineering services, material, and labor, to modernize the freight/stock basement elevator, to be completed by Empire Elevators, including but not limited to the following:

- One single hydraulic elevator traveling from the basement to the first floor.
- A Capacity of 4000 lbs.
- Number of stops: 2
- 2 openings to the front, none to the back.
- Reuse of the hoist way door equipment front including floor and 2 sets of door panels.
- Replace 2 hall stations.
- Replace 2 hall position indicators
- Replace main car operating panel
- No floor lockout provisions
- Replace hoist way wiring
- Reuse car wiring
- Reuse jack assembly including the cylinder and piston and packing

Other items and further explanation of the scope of the work to be completed by Empire Elevators is as follows:

Hydraulic Controller

Empire Elevators shall replace the existing relay control system to improve the reliability and performance by converting to a new microprocessor control. The new control will permit faster addition of new features, now or in the future, and will include an on-board LCD screen diagnostics.

Power Unit

Empire Elevators shall replace the existing power unit with a new power unit consisting of positive displacement pump, induction motor, master-type control valves combining safety features, holding, direction, bypass, stopping and manual lowering functions.

Pump Motor

Empire Elevators shall replace the existing pump motor.

Muffler

Empire Elevators shall replace the existing muffler and locate the new muffler in the discharge line near the pump unit designed to dampen and absorb pulsation and noise in the flow of hydraulic fluid.

Scavenger Pump

Empire Elevators shall reuse the existing scavenger pump.

Machine Room Shut Off Valve

Empire Elevators shall reuse the existing manual shut off valve.

Machine Room Wiring

Empire Elevators shall replace all wiring duct and conduit with all new wiring and conduit between the hoist way and machine room equipment installed according to applicable codes and in a workmanlike fashion.

Machine Room Duct/Conduit

Empire Elevators shall retain and reuse the existing machine room duct/conduit.

Jack Assembly

Empire Elevators shall reuse the existing jack assembly. The date of the initial installation may have been before 1974, it may be that this hydraulic elevator was installed with a single bottom jack, now prohibited by code. It is presumed that the unit to be modernized under this agreement is not a single bottom jack hydraulic elevator. If, in the course of performance of the work, it is discovered that the unit is a single bottom jack unit, then Empire Elevators, LLC shall perform this additional work within 30 additional workdays for an additional sixty thousand dollars (\$60,000.00) and replace the single bottom jack with a new jack that meets code. All excavation spoils removed by Empire Elevator Company and its agents or (sub) contractors during the performance of this work will be placed in fifty five gallon drums at the site. It shall remain the owner's responsibility to properly label and dispose of the excavation spoils and existing cylinders according to regulatory requirements.

Removal of Equipment and Hole preparation.

This proposal includes removing the existing cylinder from the original well hole. Drilling work is not included in this proposal. If any physical obstruction, hinderance, ground water, or cave in is encountered below the ground, we shall be provided with written authorization to proceed with the excavation utilizing any additional special hoisting or excavating equipment required. Empire Elevator Company shall be reimbursed for all additional costs incurred subsequent to encountering the physical obstruction or hindrance, including the costs of the special equipment plus fifteen percent for administrative costs.

Oil Feed Line

Empire Elevators shall reuse the existing oil feedline.

Rupture Valve

Empire Elevators shall reuse the existing rupture valve.

Pit Valve

Empire Elevators shall reuse the existing pit valve.

Isolation Coupling

Empire Elevators shall reuse the existing isolation coupling.

Car Guides - Sliding

Empire Elevators shall reuse the existing car guide shoes or rollers.

Sling – 1.1

Empire Elevators shall reuse the existing heavy-duty car frame (sling).

Limit Cam

Empire Elevators shall reuse the existing limit cam.

Final Limit Switches & Mounting

Empire Elevators shall replace the existing final limit switches with new switches that initiate stopping of the car if safe travel limits are exceeded.

Top of Car Inspection Station

Empire Elevators shall replace the existing inspection station with a new top of car inspection station that when activated, removes the car from normal service and allows the car to run at inspection speed from the car top station only.

Car Leveling

Empire Elevators shall replace the existing leveling. The new system will include the necessary hardware to control the leveling of the elevator at each floor and the leveling accuracy will be within code-accepted standards.

Hoistway Leveling

Empire Elevators shall replace the existing hoistway leveling vanes with new vanes mounted at each floor landing, along with car leveling sensors to provide the necessary feedback to the controller for landing and leveling.

Car Wiring

Empire Elevators shall reuse the existing car wiring.

Car Clutch

Empire Elevators shall provide and install a mechanical clutch to connect the front car and hoistway door. The operation of the clutch will provide driving motion of the hoist way doors for full open and full close direction. The drive roller will remain engaged to prevent separation of the hoist way doors from the car doors.

Hoist way Sill- Aluminum

Empire Elevators shall reuse the existing aluminum hoist way sill.

Hoist way Doors (Floor- Typical) – Freight-Manual

Empire Elevators shall reuse the existing front manual freight doors.

Hoist Way Duct/Conduit

Empire Elevators shall retain and reuse the existing hoist way duct/conduit.

Travel Cables

Empire Elevators shall replace the existing traveling cables. All traveling cables will be new and properly suspended between car and hoistway or machine room cable support. All cables will incorporate the specified types of conductors. At a minimum each traveling cable will contain one shielded and jacketed pair. Cables will be supported by steel supporting strands if travel exceeds 150 feet and, in a loop, compatible to the size of the cable. The outer covering will be fire resistance and meet Underwriter Laboratories standard test. The cable will be hung free of all contact from hoist way or car equipment. Cables will contain an adequate number of conductors to provide a minimum of 10% of spares.

Hoistway Wiring

Empire Elevators shall replace the existing hoistway wiring with all new wiring between the hoistway and machine room equipment and this shall be installed by applicable codes in a workmanlike fashion. The hoistway door interlocks' wiring will be replaced with new SF-2 high heat resistance wiring. All other new wiring will have flame retarding and moisture resistance accordance with good wiring practices and in compliance with the National Electric Code and ANSI A17.1 requirement and all codes applicable to hydraulic elevators.

Coax Cable

Empire Elevators shall provide and install Coax Cable (RG-6) in the traveling cable for future building requirements.

Hanger Rollers

Empire Elevators shall provide and install new hanger rollers which fasten to the top of the doors and allow a fluid horizontal motion of the door panel.

Car Rails

Empire Elevators shall reuse the existing guide rails.

Brackets

Empire Elevators shall reuse the existing rail brackets in place. All brackets will be checked for secure fastening and made fast replacing any missing hardware.

Pit Ladder

Empire Elevators shall reuse the existing pit ladders.

Pit Switch

Empire Elevators shall replace the existing pit stop switch with a new pit stop switch.

Car Buffer – Spring

Empire Elevators shall reuse the car spring buffer.

Platform

Empire Elevators shall reuse the existing platform.

Toe Guard Apron

Empire Elevators shall reuse the existing toe guard apron.

Main COP –Fixed

Empire Elevators shall replace the existing main car operating panel. A new main car operating panel will be provided and installed in the front return panel. The panel will contain floor call buttons corresponding to the number of floors served plus the standard devices of door opens, door close, alarm and emergency stop buttons, independent service key switch, fan and light switches.

The standard required cluster of devices will be located at a centerline height of 35" from cab floor to comply with handicap requirements. All standard required devices and floor call buttons will have handicap indications adjacent to them. Appropriate fire fighter's service key switch, jewel, fire and call cancel button, will be provided and installed in car operating panel. Appropriate key switches for functions of the operating system provided will be included. These switches will be clearly identified as to their function. In lieu of key switches, the devices may be incorporated in a separate covered portion of the COP at Empire Elevator's option.

ADA Phone – MCOP

Empire Elevators shall provide and install a new ADA compliant hands-free phone in the main car operating panel (Rath Microtech #2100-947RA or equal).

Emergency Light - MCOP

Empire Elevators shall provide and install a new emergency light in the main car operating panel.

Car Position Indicators

Empire Elevators shall reuse the existing position indicator(s) in the car operating panel.

Car Lanterns

Empire Elevators shall reuse the existing indicators.

Landing Push Button Stations – Surface Mount

Empire Elevators will replace the existing hall station fixtures with surface mount fixtures. Terminal floors will have single pushbuttons. Any key switches necessary for continued proper operation will be provided and installed with the fixtures if the related feature is provided by this project or for currently existing switches that are functional. The finish of the fixtures will be per owner choice of standard finishes.

Hoistway Access Switch Top

Empire Elevators shall replace the existing hoistway access switch with a new keyed switch installed at the designated landings that will allow an authorized person to move the elevator at a slow speed, while the car and hoistway doors are open. The technician can then stop it so that the top of the car can be accessed from the corridor landing.

Hoistway Access Switch Bottom

Empire Elevators shall replace the existing hoistway access switch with a new keyed switch installed at the designated landings allowing an authorized person to move the elevator at a slow speed, while the car and hoistway doors are open. The technician will be able to stop it so that the top of the car can be accessed from the corridor landing.

Landing Position Indicators – Digital Combo

Empire Elevators shall replace the existing combination digital position indicator and hall lantern with a new combination digital position indicator and hall lantern.

Braille on Jambs

Empire Elevators shall replace existing Braille plates with new Braille plates on each entrance side jamb in a manner compliant with ADA regulations. The finish of the plates will be per owners choice of standard finishes.

Cab – Freight

Empire Elevators shall reuse the existing freight car cab.

Cab Returns

Empire Elevators shall reuse the existing stationary cab returns.

Ventilation

Empire Elevators shall reuse the existing cab ventilation.

Car Sill

Empire Elevators shall reuse the existing aluminum car sill.

All work will be completed within Eighty (80) days from the receipt of the Notice to Proceed/Work Order from Tulsa County.

REGULATORY REQUIREMENT:

The elevator equipment shall be furnished and installed in accordance with ANSI/ASME A17.1-Safety Code for Elevators and Escalators, Basic National Building Code, Americans with Disabilities Act and all local applicable Codes.

WORK BY OTHERS IF REQUIRED TO REPAIR OR REPLACE:

- Provide smoke sensing devices at elevator lobbies, machine room and/or at top of elevator shaft with electrical conductors terminating at elevator controller in machine room for automatic elevator recall system in the event of a fire.

- **Machine Room:** Provide machinery space properly lighted and ventilated per code requirements with temperature maintained between 65F and 90F degrees. Door to be self-closing and locking but open able from inside without key.
- Provide a fused heavy duty three-phase lockable disconnect or shunt trip breaker and single-phase lockable disconnect (for car lighting and fan) in machine room with feeder branch wiring to elevator controller including a solid building ground wire. Disconnect size to suit elevator manufacturers' equipment requirements. All work must be per NEC and ASME A17.1 and any local codes.
- Provide suitable machine room lighting, light switch, and receptacle in elevator machine room in accordance with ASME A17.1 and NEC for room lighting and use.
- Provide suitable pit lighting, light switch, and receptacle in elevator pit in accordance with ASME A17.1 and NEC.
- Provide adequate rollable access for delivery and material unloading, and a secure dry place for storage of equipment located near hoistway.

DELIVERY AND STORAGE:

Elevator Contractor shall have the right to deliver and store materials on the job site prior to the installation. You agree to allow Contractor to store these materials in adequate storage areas allotted near the elevator hoistways and in the machine room inside the building and in such a way as to prevent deterioration, damage, or loss of their essential properties.

PERMITS AND INSPECTION:

Contractor will furnish the necessary permits and arrange for the final inspection by the necessary authorities. Elevator Contractor will also complete all required equipment tests.

EXECUTION:

Installation - Elevator Contractor will perform the necessary work with competent mechanics and helpers skilled in this type of work.

Cleaning and Painting - Prior to final acceptance elevator contractor will remove protection from finished or ornamental surfaces and clean and polish surfaces with regard to type of material.

Adjusting and Balancing - Elevator Contractor will make necessary adjustments of the equipment to ensure that the elevator operates smoothly and accurately.

Acceptance - Elevator Contractor will:

- Complete a final inspection with the owners or owner's representative after the completion of the work
- Deliver final acceptance to you for approval.

Superseded Equipment - All existing materials, which are superseded by replacement with new material, as explained within this proposal will be removed by Elevator Contractor and will become the property of Elevator Contractor.

PROJECT COST:

One Hundred Six Thousand, Eight Hundred Ninety-Five Dollars and 00/100. (\$106,895.00).

If it is determined that the existing jack assembly is functional and meets code, a deductive change order in the amount of \$60,000.00 will be issued to remove Alternate 1.

PAYMENT/INVOICING:

Empire Elevators, LLC shall submit invoices pursuant to Section C of Tulsa County Purchasing Terms & Conditions. Payment terms are Net thirty (30) days from receipt of an invoice.

This agreement, when signed and accepted by the purchaser below and approved by an authorized representative of *Empire Elevators, LLC* together with the General Terms and Conditions attached hereto, shall constitute a contract between all parties. All prior representations or agreements not incorporated herein are superseded.

EMPIRE ELEVATORS, LLC


Ryan A. Keith

ACCEPTANCE/APPROVAL
Board of County Commissioners of
Tulsa County, Oklahoma

(Signature of Authorized Individual)

(Printed or Typed Name/Title)

Date: January 9, 2019

Date: _____, 20____

GENERAL TERMS AND CONDITIONS

1. The price quoted in Article 1 above is based upon all the work being performed during our regular working hours of regular working days. If overtime is required, the additional price usually charged by us shall be added to the contract price. Your advance approval in writing is required before we will schedule or perform any overtime work.
2. The equipment furnished hereunder remains personal property and we retain title thereto until final payment is made, with the right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises. All invoices not disputed within 10 days of delivery to the Purchaser shall be considered correct and final by Purchaser.
3. The completion of the work as covered by this Agreement or acceptance thereof shall constitute a waiver by you of all claims for loss or damage due to delay. It is also understood and agreed that we shall not be liable for the condition, design, application or compliance with acceptable codes of any equipment not furnished under this Agreement or for the omission of any work or equipment not covered by this Agreement. We reserve the right to remove and retain all equipment that has been replaced or new materials not used in construction.
4. Empire Elevators, LLC reserves the right to furnish its most modern of equipment and no statements contained in this contract are to make it obligatory for us to furnish equipment, the design of which has been discontinued or supplanted by new standards or codes.
5. All previous communication between us, whether written or verbal, with reference to the subject matter of this Agreement, is hereby abrogated, and this contract when duly accepted and approved constitutes the agreement between us, and no modification of this agreement shall be binding upon the Purchaser or Empire Elevator, LLC, or either of us, unless such modification shall be in writing, duly accepted by the Purchaser and approved by Empire Elevator, LLC. The effective contract date shall be the date of approval by Empire Elevator, LLC.
6. The Purchaser is to provide suitable connections from the power mains to the controller, together with any cutouts, line switches, phase reversal or lightning arresters, and any other such components as that may be necessary to meet purchaser and/ or local code requirements.
7. Any changes in the building required to meet any local or state building or electrical codes are to be made by the Purchaser. Any cutting or patching necessary for the installation of equipment furnished under this contract shall be done by the Purchaser. Empire Elevator, LLC shall not under any circumstances be liable for any redecorating that may be necessary upon the completion of its work. No work or service other than that specifically mentioned herein is included or intended. Such work by others must be coordinated by Purchase with Empire Elevator, LLC in order to avoid delays to Empire Elevator LLC's work.
8. It is expressly understood, in consideration of the performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that Empire Elevator, LLC assumes any liability on account of injury or damage to persons or property, except to the extent directly and solely due to the negligent acts or omissions of Empire Elevator, LLC or its employees; and that the Purchaser's responsibility for injury or damage to persons or property while riding on or being in or about the equipment referred to is in no way affected by this Agreement. Empire Elevator, LLC shall not be responsible or liable for any loss, damage, detention or delay caused by labor trouble, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages or materials or workmen, unavailability of material from usual sources, Government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of the Purchaser's or Empire Elevator, LLC's suppliers, orders or instructions of any federal, state or municipal government or any department or agency thereof, Act of God, or by any cause whatsoever beyond its reasonable control. Dates for the performance or completion of work shall be extended to the extent of such delays.

