

# COUNTY OF SUMMIT PHYSICAL PLANTS DEPARTMENT

# **BID PACKAGE FOR:**

Five (5) Year Full Maintenance Service Contract for the Miscellaneous Elevators (12 Units) located at Six (6) County Facilities

OHIO BUILDING 175 SOUTH MAIN STREET 8TH FLOOR CONFERENCE ROOM AKRON, OHIO 44308

## **TABLE OF CONTENTS**

Description	<u>Page</u>
Invitation to Bid Instructions to Bidders Form of Proposal EEO Compliance Certificate Non Collusion Affidavit Declaration of Personal Property Tax Delinquency Resources and Experience of Bidder Bid Guaranty Affirmative Action Certification Contract	B-1 to B-6 P-1 to P-2 (7) P-3 to P-4 P-5 P-6 to P-7 P-8 to P-9 P-10 to P-11 P-12 C-1 to C-3
EXHIBIT "A" Specifications Appendix One Appendix A Appendix B	S-1 to S-7 AO-1 to AO-6 A-1 (6) B-1 to B-2 (6)

## LEGAL ADVERTISEMENT

## NOTICE TO BIDDERS

the County of Summit Ohio Building 8 <sup>th</sup> Floor meeting room located at 175 South Main Street, Akron, Ohio 44308, authorized pursuant to Council Resolution No.  for:
Five (5) Year Full Elevator Maintenance Service Contract for Miscellaneous Elevators (12 Units) located at Six (6) County facilities.
The estimated cost of the project is \$ 216,500.00
There will be a mandatory bidders meeting at the site on The meeting will begin promptly at a.m. at The County of Summit reserves the right to reject any and all bids and any part or parts of any bid. The County, also, reserves the right to waive any informality in the bid.
Bid documents may be obtained free of charge from the County of Summit Physical Plants Department, 2525 State Rd., Cuyahoga Falls, OH 44223 between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday.
County of Summit, Ohio Russell M. Pry, County Executive
To be advertised Friday, 2013.
Faxed to Akron Beacon Journal on, 2013.
To be posted on the County of Summit Website, 2013.
Please invoice the following department:
County of Summit, Ohio Physical Plants Department 2525 State Rd. Cuyahoga Falls, OH 44223

### INSTRUCTIONS TO BIDDERS

Sealed bids will be received by the County of Summit Executive Office, 175 South Main Street, Akron, Ohio 44308 until 2:00 pm. local time on \_\_\_\_\_\_ for a Five -Year Full Service Elevator Maintenance Contract for miscellaneous elevators (12 Units) located at six (6) County facilities.

The envelope containing the bid shall be marked with the project title and shall be opened immediately thereafter and read publicly.

## I. BID BOND

Each bid in the amount of twenty-five thousand dollars (\$25,000.00) or more shall be accompanied by a bid bond signed by a surety company authorized to do business in Ohio, or a certified check or cashiers check on a solvent bank, which bond or check shall be in the amount not less than 3% of the amount bid. This bond or check shall be given as security that if the bid is accepted; a contract will be executed in conformity with the bid. Bids less than twenty-five thousand dollars (\$25,000.00) shall require no bid bond.

- A. The bid bond or check of the successful bidder will be returned upon execution of the contract.
- B. Bid bonds or checks of unsuccessful bidders will be returned upon a written request submitted to the Executive's Office.

#### II. LICENSES/PERMITS

Bidders shall include in their proposal the cost for all licenses/permits required by the State of Ohio and/or any municipality, township or village that are necessary to perform this contract and shall obtain all such permits.

#### III. FORM OF PROPOSAL

The proposal shall be made on the attached blank forms, designated for such purpose, and shall be completely filled out to contain all the required information, and must be properly signed.

## IV. UNACCEPTABLE BIDS

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the County of Summit upon any debt or contract, or that is in default as surety or otherwise, upon any obligation to the County, or has failed to perform faithfully any previous contract with the County or has been disbarred by the County from consideration for contract awards.

## V. WITHDRAWAL OF BIDS

No bid will be allowed to be withdrawn after it has been deposited with the County of Summit, except as provided by law.

## VI. REJECTION OR ACCEPTANCE OF BIDS

The County of Summit reserves the right to reject any and all bids, and any part or parts of any bid, and also the right to waive any informality in the bid. The County has a right to hold bids for up to sixty (60) days. In awarding a contract, the County has the right to consider all elements in determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be rejected.

#### VII. BIDDER QUALIFICATIONS

With his proposal, the bidder shall furnish evidence that is satisfactory to the County of:

- A. Adequate experience in work of this type.
- B. Financial ability to perform the work to its completion in accordance with the specifications, and/or supply the required commodity.
- C. Effort and intent to provide equal employment opportunity and minority business enterprise requirements.
- D. Local Preference Ordinance 94-178

Summit County has established a "Local Preference" for construction contracts by Ordinance 94-178, dated February 22, 1994. Local preference is given to contractors that have an established principal place of business in either Summit County or the State of Ohio. This principal place of business must have been established at least two (2) years prior to the bid opening date.

Bidders having established their principal place of business in Summit County may be preferred as lowest if their bid does not exceed by more than 3%, with an upper limit of Ten Thousand Dollars (\$10,000), of the apparent lowest bidder.

Bidders having established their principal place of business in the State of Ohio may be preferred as lowest if their bid does not exceed by more than 2% of the apparent lowest bid.

To qualify for local preference, bidders must state on the bid form their principal place of business and the date of establishment. Each bidder shall have only one principal place of business. Local preference may only be applied in considering the lowest bid and shall not waive or nullify evaluation of which bidders are responsive and responsible. In no event shall any preference granted herein exceed a maximum of 3% or \$10,000.00, whichever is less.

## E. Disadvantaged Business Preference—Ordinance 93-67

Summit County has established a "Disadvantaged Business Preference" for construction contracts by Ordinance 93-67, dated February 2, 1993. Disadvantaged Business Preference is given to contractors who have submitted proof of certification as a "disadvantaged business" as provided in Section 177.04 of the Codified Ordinances of County of Summit prior to the advertisement for bids or other announcement for quotes by the County and must actually perform the work or supply the goods or services themselves without the use of subcontractors other than certified disadvantaged businesses. No person, with purpose to obtain a bid preference as a disadvantaged business, shall knowingly misrepresent that he owns, controls, operates or participates in the operation of a disadvantaged business, subject to the penalties specified in Section 177.04(h) of the Codified Ordinances.

Bids from disadvantaged businesses may be preferred as lowest if their bid does not exceed by more than three percent (3%) the apparent lowest bid or ten thousand dollars (\$10,000.00), whichever is less. The disadvantaged business preference shall not apply where prohibited by State or Federal law or regulation.

#### F. Cumulative Preferences

No bidder shall receive preferences cumulatively exceeding five percent (5%) or fifteen thousand dollars (\$15,000.00), whichever is less.

#### VIII. TAXES

The County of Summit is exempt from all sales, excise, and transportation taxes, except State of Ohio gasoline tax. The unit prices for bid shall exclude all such taxes, and will be so construed.

#### IX. EXAMINATION OF SPECIFICATIONS, SITE, ETC.

The bidder must examine the specifications, location of the proposed work, if applicable, exercise individual judgment as to the extent of the work to be done, and agree to fully complete the work or deliver equipment or materials in accordance with the specifications for the price bid.

All bidders will be held to have thoroughly acquainted themselves with all conditions pertaining to the work and to have visited the site and to have familiarized themselves with the exact conditions existing.

The contractor is required to carefully read the specifications for all parts of the work so as to become familiar with the work covered under this contract.

There will be a mandatory pre-bid meeting at the job site on \_\_\_\_\_ at 10:30am. All bidders are required to attend.

## X. <u>EEO COMPLIANCE</u>

The successful bidder must furnish documentation complying with State of Ohio and federal laws relating to discrimination and equal employment opportunity as outlined in the specifications on included forms. Questions relating to EEO requirements should be directed to Summit County EEO Office, telephone (330) 643-2404.

## XI. OTHER REQUIREMENTS FOR SUCCESSFUL BIDDERS

- A. All permits, certificates of inspection, etc., relating to performance of contracts, if any, must be obtained prior to the contract being executed.
- B. Successful bidders must furnish a copy of an unexpired State of Ohio Certificate of Worker's Compensation.
- C. A 100% performance bond based on the bid and/or contract amount must be submitted within ten (10) days after receipt of notification of award.
- D. A "Declaration of Personal Property Tax Delinquency" form must be fully executed and notarized pursuant to Ohio Revised Code Section 5719.042, before an award can be made.
- E. The contractor shall indemnify and save the County harmless from all claims or liabilities of any type or nature to any person, firm, or corporation arising from, resulting from, or attributable to the work done under this agreement by the contractor itself or acting with others.

F. Successful bidder must furnish the County with a taxpayer identification number. The Internal Revenue Code requires the County to file an information return by January 31<sup>st</sup> of the following year on all payments made to another person of \$600.00 or more. Section 3406 of the Internal Revenue Code (26 U.S.C. 3406) requires the County to withhold at a rate of thirty-one percent (31%) if a payee fails to furnish a correct taxpayer identification number, and the back-up withholding requirements continues until the requested information is received.

## XII. SAFETY REQUIREMENT

The contractor, its employees, agents, representatives, and any other party working on its behalf, shall comply with all applicable terms of the Occupational Safety and Health Act, 29 U.S.C. 651 et seq. and any applicable related regulations, including, but not limited to, those stated in 29 CFR 1910.01-1910.1450, as amended, and 29 CFR 1926.1-1926.1152, as amended, and shall comply with all applicable terms of Ohio Revised Code Chapter 4167, as amended, and any applicable related regulations under the Ohio Administrative Code, as amended. This compliance shall include, but shall not be limited to, at a minimum, providing all employees working on the project with the necessary training before the work is performed, and providing all safeguards, safety devices, and protective equipment. The contractor further shall take any and all other actions reasonably necessary to protect the life and health of employees of the contractor and of the County and to protect property in connection with the performance of the work under this agreement.

## XIII. INSURANCE

The Contractor must provide insurance covering the working period in the amounts according to the contract documents.

The Contractor shall furnish Summit County with proof of insurance.

#### XIV. STATE OF OHIO PREVAILING WAGE RATES

All wages paid to employees on the work site shall be paid at the prevailing wage rate of wages for the class of work called for under this agreement. The prevailing wage rate for such wages shall be determined in accordance with Ohio Revised Code Chapter 4115, except for any employees who are covered by a collective bargaining agreement in existence prior to the date of this contract, who shall be paid the rate of pay provided for under such an agreement. The contractor agrees to provide the County with full and complete documentation of payment records.

The contractor agrees to provide the County with a contact person, a telephone number, a mailing address and if available, an electronic mail address for purposes of giving notice to the contractor of any changes in prevailing wage rates. Where an electronic mail address is given, the contractor agrees that the use of that method by the County satisfies

any notice requirements of any change in prevailing wage rates that it may have under Ohio Revised Code Chapter 4115.

The contractor further agrees that upon receipt of notice from the County of any changes in prevailing wage rates to immediately inform all subcontractors with whom it has contracted of such changes. The contractor agrees to defend and indemnify the County, its elected officials, agents and employees, against all claims, actions, demands, judgments, settlements, damages, liabilities, losses, and costs of any kind, including, but not limited to, reasonable fees of attorneys and experts, arising from or related to the contractor's failure to inform its subcontractors of changes in prevailing wage rates upon notice from the County of such changes.

(Submit in triplicate)

The wording of the proposal shall be retained throughout, without change, alterations, or additions. Any changes in the wording may cause the proposal to be rejected.

To: County of Summit
Attn: Mr. Craig Stanley, Director of Admin. /Operations
2525 State Rd.
Cuyahoga Falls, OH 44223

Having read the specifications and examined the work required for the project entitled:

Five Year Full Service Elevator Maintenance Contract for:

# **Summit County Board of Election One (1) Dover Hydraulic Passenger**

And also having received and taken into account addenda numbers:			
work of said project, the un	cted the site and the conditions ndersigned hereby proposes to ed and described in said specif		
Total amount for five (5)	Total amount for five (5) year period		
	Dollars	(\$)	
Yearly Cost Breakdown			
Year 1	Dollars	(\$)	
Year 2	Dollars	(\$)	
Year 3	Dollars	(\$)	
Year 4	Dollars	(\$)	
Year 5	Dollars	(\$)	

Accompanying this proposal is	(certified check, bank
Accompanying this proposal isdraft, security bond) in the amount of	, which is to be forfeited
to Summit County, Akron, Ohio, if the undersigned	fails to execute the contract in
conformity with "the terms of contract" and furnish	bond as specified within (10) days
after notification of award of contract to the undersi	gned. I (we) agree to complete all
work in connection with this bid in accordance with	the number of days noted above.
In submitting this bid, it is understood that the right any and all bids. It is also agreed that this bid may 1 (60) days from the opening thereof.	is reserved by the County to reject not be withdrawn for a period of sixty
Insert below, bidders name. If a corporation, give the phrase, "A corporation organized under the laws of:" partner using the phrase, "Copartners trading and do style of;". If an individual using a trade name, give "An individual doing business under the name and states."	". If a partnership, give name of ing business under the firm name and individual name using the phrase,
NAME OF FIRM	
NAME OF CORPORATION	
NAME OF PRESIDENT	
CORPORATION IS ORGANIZED UNDER THE L.	AWS OF
SIGNATURE	
BY	
PRINCIPAL PLACE OF BUSINESS ADDRESS	
DATE OF ESTABLISHMENT OF PLACE OF BUS	INESS
FEDERAL TAX I.D. NUMBER	
TELEPHONE NUMBER	

(Submit in triplicate)

The wording of the proposal shall be retained throughout, without change, alterations, or additions. Any changes in the wording may cause the proposal to be rejected.

To: County of Summit

Attn: Mr. Craig Stanley, Director of Admin. / Operations

2525 State Rd.

Cuyahoga Falls, OH 44223

Having read the specifications and examined the work required for the project entitled:

Five Year Full Service Elevator Maintenance Contract for:

# Summit County Courthouse and Annex Three (3) Schindler Geared Traction Passenger

And also having received and ta	aken into account addenda	numbers:	
And likewise having inspected twork of said project, the unders perform all labor as specified an following sum:	igned hereby proposes to	furnish all mate	rial and to
Total amount for five (5) year	period		
	Dollars	(\$	
Yearly Cost Breakdown			
Year 1	Dollars	(\$	)
Year 2	Dollars	(\$	)
Year 3	Dollars	(\$	)
Year 4	Dollars	(\$	)
Year 5	Dollars	(\$	)

Accompanying this proposal is	(certified check, bank
Accompanying this proposal is	, which is to be forfeited
to Summit County, Akton, Omo, if the undersigned	ians to execute the contract in
conformity with "the terms of contract" and furnish	bond as specified within (10) days
after notification of award of contract to the undersign	
work in connection with this bid in accordance with	the number of days noted above.
In submitting this bid, it is understood that the right any and all bids. It is also agreed that this bid may n (60) days from the opening thereof.	is reserved by the County to reject ot be withdrawn for a period of sixty
Insert below, bidders name. If a corporation, give th	o Ctato of incompanti
phrase, "A corporation organized under the laws of:"	The partnership, give name of
partner using the phrase, "Copartners trading and doi	ng business under the firm name and
style of;". If an individual using a trade name, give i	ndividual name using the phrase.
"An individual doing business under the name and st	yle of".
NAME OF FIRM	
NAME OF CORPORATION	
NAME OF PRESIDENT	
TARRIE OF FRESIDENT	
CORPORATION IS ORGANIZED UNDER THE LA	AWS OF
SIGNATURE	
BY	
PRINCIPAL PLACE OF BUSINESS ADDRESS	
DATE OF ESTABLISHMENT OF PLACE OF BUSI	NESS
FEDERAL TAY ID NIIMDED	
FEDERAL TAX I.D. NUMBER	
FELEPHONE NUMBER	

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To: County of Summit

Attn: Mr. Craig Stanley, Director of Admin. /Operations

2525 State Rd.

Cuyahoga Falls, OH 44223

Having read the specifications and examined the work required for the project entitled:

Five Year Full Service Elevator Maintenance Contract for:

# Summit County Department of Environmental Services One (1) Otis Hydraulic Passenger

And also having received a	and taken into account addenda	numbers:
work of said project, the un	cted the site and the conditions ndersigned hereby proposes to ied and described in said specif	
Total amount for five (5)	year period	
	Dollars	(\$)
Yearly Cost Breakdown		
Year 1	Dollars	(\$)
Year 2	Dollars	(\$)
Year 3	Dollars	(\$)
Year 4	Dollars	(\$)
Year 5	Dollars	(\$)

Accompanying this proposal is	(certified check, bank
to summit County, Akton, Ono, if the undersigned i	ans to execute the contract in
conformity with "the terms of contract" and furnish that after notification of award of contract to the undersignate of the contract of the contract to the undersignate of the contract of th	oond as specified within (10) days ned. I (we) agree to complete all
work in connection with this bid in accordance with t	
In submitting this bid, it is understood that the right is any and all bids. It is also agreed that this bid may not (60) days from the opening thereof.	s reserved by the County to reject of be withdrawn for a period of sixty
Insert below, bidders name. If a corporation, give the phrase, "A corporation organized under the laws of:". partner using the phrase, "Copartners trading and doir style of;". If an individual using a trade name, give in "An individual doing business under the name and sty	If a partnership, give name of ag business under the firm name and dividual name using the phrase,
NAME OF FIRM	
NAME OF CORPORATION	
NAME OF PRESIDENT	
CORPORATION IS ORGANIZED UNDER THE LA	WS OF
SIGNATURE	
BY	
PRINCIPAL PLACE OF BUSINESS ADDRESS	
DATE OF ESTABLISHMENT OF PLACE OF BUSIN	NESS
FEDERAL TAX I.D. NUMBER	
TELEPHONE NUMBER	

(Submit in triplicate)

The wording of the proposal shall be retained throughout, without change, alterations, or additions. Any changes in the wording may cause the proposal to be rejected.

To: County of Summit

Attn: Mr. Craig Stanley, Director of Admin. /Operations

2525 State Rd.

Cuyahoga Falls, OH 44223

Having read the specifications and examined the work required for the project entitled:

Five Year Full Service Elevator Maintenance Contract for:

# Summit County Jail One (1) Dover Hydraulic Passenger

And also having received and taken into	account addenda	a numbers:
And likewise having inspected the site an work of said project, the undersigned here perform all labor as specified and describ following sum:	eby proposes to	furnish all material and to
Total amount for five (5) year period		
	Dollars	(\$)
Yearly Cost Breakdown		
Year 1	Dollars	(\$)
Year 2	Dollars	(\$)
Year 3	Dollars	(\$)
Year 4	Dollars	(\$)
Year 5	Dollars	(\$)

Accompanying this proposal is	(certified check, bank
Accompanying this proposal is draft, security bond) in the amount of	, which is to be forfeited
to Summit County, Akron, Ohio, if the undersign	gned fails to execute the contract in
conformity with "the terms of contract" and fur	nish bond as specified within (10) days
after notification of award of contract to the un-	dersigned. I (we) agree to complete all
work in connection with this bid in accordance	with the number of days noted above.
In submitting this bid, it is understood that the rany and all bids. It is also agreed that this bid n (60) days from the opening thereof.	right is reserved by the County to reject may not be withdrawn for a period of sixty
(ss) anys item me opening mercon	
Insert below, bidders name. If a corporation, giphrase, "A corporation organized under the laws partner using the phrase, "Copartners trading an style of;". If an individual using a trade name, guarantee and individual doing business under the name a	s of:". If a partnership, give name of d doing business under the firm name and give individual name using the phrase,
NAME OF FIRM	
NAME OF CORPORATION	
NAME OF PRESIDENT	
CORPORATION IS ORGANIZED UNDER TE	IE LAWS OF
SIGNATURE	
BY	
PRINCIPAL PLACE OF BUSINESS ADDRESS	S
DATE OF ESTABLISHMENT OF PLACE OF I	BUSINESS
FEDERAL TAX I.D. NUMBER	
TELEPHONE NUMBER	

(Submit in triplicate)

The wording of the proposal shall be retained throughout, without change, alterations, or additions. Any changes in the wording may cause the proposal to be rejected.

To: County of Summit

Attn: Mr. Craig Stanley, Director of Admin. /Operations

2525 State Rd.

Cuyahoga Falls, OH 44223

Having read the specifications and examined the work required for the project entitled:

Five Year Full Service Elevator Maintenance Contract for:

# Summit County Parking Deck Two (2) Schindler Drum Traction Passenger Two (2) Canton Roped Hydraulic Passenger

And also having received a	and taken into account addenda	numbers:	
work of said project, the un	cted the site and the conditions ndersigned hereby proposes to ied and described in said specif	furnish all material and to	he
Total amount for five (5)	year period		
	Dollars	(\$)	
Yearly Cost Breakdown			
Year 1	Dollars	(\$)	
Year 2	Dollars	(\$)	
Year 3	Dollars	(\$)	
Year 4	Dollars	(\$)	
Year 5	Dollars	(\$	

Accompanying this proposal is	(certified check, bank
Accompanying this proposal is	, which is to be forfeited
to Summit County, Akron, Ohio, if the undersigned f	fails to execute the contract in
conformity with "the terms of contract" and furnish b	oond as specified within (10) days
after notification of award of contract to the undersig work in connection with this bid in accordance with t	hed. I (we) agree to complete all
work in connection with this bid in accordance with t	he number of days noted above.
In submitting this bid, it is understood that the right is	s reserved by the County to reject
any and all bids. It is also agreed that this bid may no	ot be withdrawn for a period of sixty
(60) days from the opening thereof.	
Insert below, bidders name. If a corporation, give the	State of incorporation using the
phrase, "A corporation organized under the laws of:".	If a partnership, give name of
partner using the phrase, "Copartners trading and doir	ng business under the firm name and
style of;". If an individual using a trade name, give in	
"An individual doing business under the name and sty	rle of".
NAME OF FIRM	
NAME OF CORPORATION	
NAME OF PRESIDENT	
·	
CORPORATION IS ORGANIZED UNDER THE LA	WS OF
SIGNATURE	
BY	
PRINCIPAL PLACE OF BUSINESS ADDRESS	
DATE OF ESTABLISHMENT OF PLACE OF BUSIN	NESS
FEDERAL TAX I.D. NUMBER	
TELEPHONE NUMBER	

(Submit in triplicate)

The wording of the proposal shall be retained throughout, without change, alterations, or additions. Any changes in the wording may cause the proposal to be rejected.

To: County of Summit

Attn: Mr. Craig Stanley, Director of Admin. / Operations

2525 State Rd.

Cuyahoga Falls, OH 44223

Having read the specifications and examined the work required for the project entitled:

Five Year Full Service Elevator Maintenance Contract for:

And also having received and taken into account addenda numbers:

# Summit County Summit Center One (1) Kone Geared Traction Passenger One (1) Otis Traction Freight

And likewise having inspected to work of said project, the undersing perform all labor as specified and following sum:	gned hereby proposes to	furnish all mate	erial and to
Total amount for five (5) year	period		
The second second	Dollars	(\$	)
Yearly Cost Breakdown			
Year 1	Dollars	(\$	)
Year 2	Dollars	(\$	)
Year 3	Dollars	(\$	)
Year 4	Dollars	(\$	)
Year 5	Dollars	(\$	)

Accompanying this proposal is	(certified check, bank
Accompanying this proposal is draft, security bond) in the amount of Summit County, Almon Ohio if the surface of the surface o	, which is to be forfeited
to Summit County, Akron, Onio, if the undersigne	d fails to execute the contract in
conformity with "the terms of contract" and furnis	h bond as specified within (10) days
after notification of award of contract to the unders	
work in connection with this bid in accordance wit	th the number of days noted above.
In submitting this bid, it is understood that the righ any and all bids. It is also agreed that this bid may (60) days from the opening thereof.	at is reserved by the County to reject not be withdrawn for a period of sixty
Insert below, bidders name. If a corporation, give phrase, "A corporation organized under the laws of partner using the phrase, "Copartners trading and d style of;". If an individual using a trade name, give "An individual doing business under the name and	f:". If a partnership, give name of loing business under the firm name and e individual name using the phrase,
NAME OF FIRM	
NAME OF CORPORATION	
NAME OF PRESIDENT	
CORPORATION IS ORGANIZED UNDER THE	LAWS OF
SIGNATURE	
BY	
PRINCIPAL PLACE OF BUSINESS ADDRESS_	
DATE OF ESTABLISHMENT OF PLACE OF BU	SINESS
FEDERAL TAX I.D. NUMBER	
TELEPHONE NUMBER	

(Submit in triplicate)

The word	ing of the pro	posal shall be	retained through	out, without	change,	alterations, or	•
additions.	Any change	s in the wordi	ng may cause the	proposal to	be rejec	ted.	

To: County of Summit

Attn: Mr. Craig Stanley, Director of Admin. / Operations

2525 State Rd.

Cuyahoga Falls, OH 44223

Having read the specifications and examined the work required for the project entitled:

Five Year Full Service Elevator Maintenance Contract for all six (6) buildings with a total package of twelve (12) elevators:

Summit County Board of Election (1) Summit County Courthouse (3) Summit County DOES (1)

Summit County Jail (1)
Summit County Parking Deck (4)
Summit County Summit Center (2)

And also having received and taken into account addenda numbers:

And likewise having inspected the site and the conditions affecting and governing the work of said project, the undersigned hereby proposes to furnish all material and to perform all labor as specified and described in said specification for the said work, for the following sum:

#### Total amount for five (5) year period

	Dollars	(\$	)
Yearly Cost Breakdown			
Year 1	Dollars	(\$	_)
Year 2	Dollars	(\$	_)
Year 3	Dollars	(\$	_)
Year 4	Dollars	(\$	_)
Year 5	Dollars	(\$	_)

Accompanying this proposal is	(certified check, bank
Accompanying this proposal is	, which is to be forfeited
to Summit County, Akton, Onto, if the undersigned	a rans to execute the contract in
conformity with "the terms of contract" and furnish	n bond as specified within (10) days
after notification of award of contract to the unders	aigned. I (we) agree to complete all
work in connection with this bid in accordance with	n the number of days noted above.
In submitting this bid, it is understood that the right any and all bids. It is also agreed that this bid may (60) days from the opening thereof.	t is reserved by the County to reject not be withdrawn for a period of sixty
Insert below, bidders name. If a corporation, give to phrase, "A corporation organized under the laws of partner using the phrase, "Copartners trading and do style of;". If an individual using a trade name, give "An individual doing business under the name and style of the phrase of the phrase, the phrase of	". If a partnership, give name of bing business under the firm name and individual name using the phrase,
NAME OF FIRM	
NAME OF CORPORATION	
NAME OF PRESIDENT	
CORPORATION IS ORGANIZED UNDER THE L	AWS OF
SIGNATURE	
BY	
PRINCIPAL PLACE OF BUSINESS ADDRESS	
DATE OF ESTABLISHMENT OF PLACE OF BUS	SINESS
FEDERAL TAX I.D. NUMBER	
TELEPHONE NUMBER	

#### EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate, the term "contract" includes the term "Purchase Order" and all other agreements effecting purchase of supplies or services. If this certificate is submitted as part of a bid or proposal, the term "seller" shall to refer to the Bidder, Offeror, Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to County of Summit hereinafter referred to as Buyer:

- A. <u>REPORTS</u> Within thirty (30) days after any contract subcontract awards and prior to each March 31 thereafter during the performance of work under that contract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" unless Seller has either filed a report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file.
- B. <u>PRIOR REPORTS</u>: If seller has participated in a previous contract or subcontract subject to the Equal Opportunity Clause 41 C.F.R. Sec. 60-1.4 (a) (1) through (7), the clause originally contained in section 301 or Executive Order No. 10925, or the clause contained in section 201 of the Executive Order No. 11114, seller has filed all required compliance reports. Seller shall obtain similar signed representations indicating filing of all required compliance reports, signed from all proposed subcontractors prior to awarding subcontracts not exempt from the Equal Opportunity clause.
- C. CERTIFICATION OF NONSEGREGATED FACILITIES: Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform services at any location under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or natural origin, because of habit, local customs or otherwise. Contractor further agrees that except where it has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

- D. <u>AFFIRMATIVE ACTION COMPLIANCE PROGRAM</u>: Prior to 120 days after receipt of any subcontract in the amount of \$50,000.00 or more, a Seller, with fifty (50) or more employees which is not otherwise exempt under 41 C.f.R., Part 60-1, shall develop for each of its establishments a written affirmative action compliance program as called for in 41 C.F.R., Sect. 60-1.40. Seller will also require its lower-tier subcontractors who have fifty (50) or more employees and receive a subcontract of \$50,000.00 or more and who are not otherwise exempt under C.F.R., Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R., Section 60-1.40.
- E. Bidders are responsible for EEO compliances as provided in Executive Order 11246 and implementing regulations TITLE 41, Chapter 60-4.3 (Equal Opportunity Clause and Notice of Standard Specifications), 60-250, and 60-741 when applicable.
- F. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause or other such notifications or noncompliance with EEO regulations.

Executed this	day of	, 20	)by:
Firm:			
Ву:		Title:	
Item:			
Project:			·

## **NON-COLLUSION AFFIDAVIT**

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER: IF THE BID IS MADE BY A CORPORATION, THEN BY ITS PROPERLY AUTHORIZED AGENT.

State of Ohio	)		
County of Summit	) ss )		
	(Name of Bidder	or Bidders)	
BEING DULY SWORN,	DEPOSE AND SAY	ГНАТ	
reside at			
	(Give residence of	each bidder)	
1.1			
(Give name	es of persons, firms, or	corp. interested	in the bid)
are the only person(s) into Contract; that the said Cor collusion or fraud, and also therein, or any officer of the	ntract is on (his) (their) o that no head of any o	part, in all respe lepartment or Bu	ects fair, said without areau, or employee
	Signat	ure	Date
State of Ohio	) ) ss		
County of Summit	)		
Before me, a Notary Publicabove named, who acknown be his own free act and deconficial seal this	vledged the making and ed. In testimony there	d signing of the toof, I have herunte	foregoing instrument to o set my hand and
		Notary Publi	C
My Commission Expires			. 20

#### **NOTICE**

Attached is a declaration of Personal Property Tax Delinquency form, which is required by ORC 5719.042 for every competitive bid contract awarded by the County.

When an award is made after a competitive bid, the successful bidder must attach the fully executed statement to his contract documents, i.e., contract or purchase order, as applicable. If the declaration shows monies owed, the County Auditor shall forward a copy to the County Treasurer Office within 30 days of receipt.

Inquiries concerning this matter may be directed to Mr. Brian Harnak, County Executive's Associate General Counsel, County of Summit Executive's Office, Ohio Building, 8th floor, 175 South Main Street, Akron, Ohio 44308, 330-643-2517.

# DECLARATION OF PERSONAL PROPERTY TAX DELINQUENCY OHIO REVISED CODE 5719.042

1,		hereby affirm that
	, E	Bidder herein IS/ISNOT
(as applicable) charged at the time of sub	mitting this bid with any	delinquent personal
property taxes on the general tax list of po	ersonal property of the Co	ounty of Summit.
The amount of such due and unpaid delin	quent tax and any due an	d unpaid penalties and
interest is \$		
Signature		
ngnature		
Title		
STATE OF OHIO		
COUNTY OF SUMMIT, ss.		
Before me, a Notary Public, in and for said	d County, personally app	eared
	, authorized sign	natory for
	, and acknowled	lges that he has signed
ne foregoing instrument and that the same	e is his free act and deed.	
N TESITIMONIV WHEDEOE I have off	ixed by hand and seal of	my office at
N TESTIMONT WHEREOF, Thave am		

## RESOURCES AND EXPERIENCE OF BIDDER

The Bidder is required to state, in detail, in the space provided below, what work of a character similar to that included in the proposed Contract it has done, or give reference and such other detailed information as will enable Summit County to judge the Bidder's responsibility, experience, skill and financial standing. Among other things, this statement shall include the following: Evidence to the effect that the Bidder maintains a permanent place of business; list of plant equipment available for the work under the proposed Contract, together with the statements as to when purchased or otherwise obtained and statements as to its present physical condition; evidence to the effect that the Bidder has suitable financial status to meet obligations incident to work, and evidence to the effect that the Bidder has appropriate technical experience.

(Attach additional sheets as may be necessary)

Bidder's Address:	
H'	
History of Firm:	
	· · · · · · · · · · · · · · · · · · ·
	and the same of

rievious j	obs Completed:
Manpower	and Equipment Available to Perform Work:
Evidence o	f Financial Status:

#### BID GUARANTY & CONTRACT BOND

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned (here insert full name and address or legal title of Contractor) as Principal and (here insert full name or legal title of Surety) as surety, are hereby held and firmly bound unto the County of Summit as Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on (date) to undertake the project known as: The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of: Dollars (\$ (if the foregoing blank is not filled in, the penal sum will be the full amount of the Principal's bid including Alternates. Alternately, if the blank is filled in, the amount stated must not be less than the full amount of the bid including Alternates in dollars and cents. A percentage is not acceptable.)

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, whereas the above named Bidder has submitted a Bid on the above referenced project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the Bid, plans, details specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed three percent of the penalty hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the Bid; or in the event the Obligee does not award the Contract to the next lowest bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed three percent of the penalty hereof between the amount specified in the Bid, or the costs in connection

with the resubmission of printing new Contract Documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the Contract enters into a proper Contract in accordance with the Bid, plans, details, specifications, and bills of materials which said Contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provision thereof and in accordance with the plans, details, specifications, and bills of materials therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that his undertaking shall be for the benefit of any materialmen or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety of any and all claims hereunder shall in no event exceed the penal amount of this obligation as stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to terms of said Contract or to the plans or specifications therefore shall in any way affect the obligations of said Surety on this bond.

SIGNED AND SEALED this	day of	20
BIDDER		
By:		
Title:		
SURETY:		
page 1		
Street		
City	State	Zip

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

(Name of Bidder) understands
that, if it is found to be the best suitable bidder hereby agrees that in the hiring of
employees for the performance of work under this contract or any sub-contract
hereunder, no contractor or sub-contractor or any person acting on behalf of such
contractor shall by reason of race, creed, sex, disability as defined in Section 4112.01 of
the Ohio Revised Code, or color, discriminate against any citizen of the State of Ohio in
the employment of labor or workers who qualify and who are available to perform the
work to which this contract relates.
(Name of Bidder) further agrees
that no contractor, subcontractor or any person acting in his behalf shall in any manner
discriminate against or intimidate any employee hired for the performance of work under
this contract on account of race, creed sex, disability as defined in Section 4112.01 of the
Ohio Revised Code, or color.
OFFICIAL SIGNATURE
DATE

This certification becomes part of the resultant contract.

#### MAINTENANCE AGREEMENT

THE COUNTY OF SUMMIT ("County") 175 South Main Street, Eighth Floor Akron, OH 44308	AND	Vendor Name:	("Vendor")	
		Principal Place of Business:		
			Fax:	
		Federal Tax I.D. No.:		
		Board of Control Dire	ctive No.:	
This Maintenance Agreement ("Agreement') terms set forth below. The County and Vendo			County and Vendor in accordance with the	
1. <u>Services</u> . Vendor agrees to provide n	naintenand	ce services ("Services")	to County	
as set forth in Exhibit A, which is attached	d hereto a	nd incorporated herein b	by reference.	
The Services shall be provided at		loc	ated at	
The Services shall be performed between (Monday-Friday).	the hours	of 7:30 a.m. and 4:00	p.m. on the following days each week:	
2. <u>Term</u> . This Agreement is dated and effe	ctive as of	the date signed by the Co	unty Executive.	
Vendor will start work for the Services of Vendor will complete all work for the Se			July 01, 2013 June 30, 2018	
3. <u>Price</u> . The price for the Services will no	t exceed:	\$		
		<u>\$</u> <u>\$</u> <u>\$</u> \$	Year 2013 Year 2014 Year 2015 Year 2016	
		<u>\$</u> \$	Year 2017	

- The Price will include all costs for materials, supplies and labor. There are no extra charges or fees.
- Vendor warrants that the Price for the Services is not less favorable than those currently extended to any other customer for the same or similar Services.
- County shall have the right to set off amounts owed to Vendor for Vendor's failure to perform its obligations or for any damages caused by Vendor.
- 4. Quality of Services. Vendor agrees that the Services must meet the County's quality expectations and if the County is dissatisfied with the Services provided by the Vendor, the Vendor agrees to remedy the area of dissatisfaction within thirty (30) days of notice. If Vendor is unwilling or unable to remedy the problem within the thirty (30) days, then the County will have the right to have another vendor fix the problem and the Vendor will be required to reimburse the County for those costs upon demand.

- 5. <u>Independent Contractor</u>. It is mutually understood and agreed that the Vendor, Vendor's employees, agents and anyone working on behalf of the Vendor are independent contractors and are under the sole direction and control of the Vendor.
- 6. <u>Tools, Equipment and Supplies</u>. Vendor shall use its own tools, equipment and supplies and Vendor is responsible for ensuring such tools, equipment and supplies are properly maintained and safe to use.
- 7. <u>Insurance</u>. Vendor agrees to provide and maintain throughout the term of this Agreement the following with regard to insurance:
  - (a) General Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence;
  - (b) Auto Liability insurance with a combined single limit of One Million Dollars (\$1,000,000);
  - (c) Worker's Compensation insurance in such limits as prescribed by law;
  - (d) County must be named as an Additional Insured with regard to General Liability including a policy endorsement; and
  - (e) 30 days advance written notice of policy cancellation, non-renewal, reduction of limits, or other material modification.

Vendor shall provide County with a Certificate of Insurance and Policy Endorsement naming County as an additional insured upon execution of this Agreement.

- 8. <u>No Exclusive Rights</u>. County has not granted Vendor any exclusive rights for County projects.
- 9. <u>Indemnification.</u> Vendor agrees to indemnify, defend and hold harmless the County and all of its employees and agents from any and all losses, liabilities, negligence, expenses, claims or damages arising from or relating to the Vendor including Vendor's employees, agents, representatives or any other parties working on its behalf. This indemnification shall survive the termination of this Agreement. Vendor waives the protection of any Workers' Compensation laws with respect to claims for contributions or indemnification by the County.
- 10. Reports and Records. Vendor shall maintain and provide to the County upon demand the following records and reports: accounting and fiscal records adequate to enable the County and/or the State of Ohio to audit and otherwise verify claims for reimbursement; and any other records and reports relating to compliance with local, state and federal statutes and regulations. Vendor shall keep records for three (3) years after final payment and all pending matters are closed or for three (3) years after the completion of any action involving the records, which ever is later.
- 11. <u>Termination without Cause.</u> County reserves the right to terminate this Agreement or any part of this Agreement for its sole convenience and without cause. In the event of termination under this paragraph, Vendor will immediately stop all work and will immediately cause any of its suppliers or subcontractors to cease all work related to this Agreement. County will pay Vendor for all services satisfactorily performed prior to notice of termination. There is no termination fee.
- 12. <u>Prevailing Wage.</u> If the Services are construction and exceed \$60,000.00 for alterations or \$200,000.00 for new construction ( for 2012/2013 ), Vendor agrees it shall comply with the Prevailing Wage Rate requirement as set forth in Ohio Revised Code Chapter 4115 and all other applicable laws and regulations. It applies to installation of computers, security systems, electrical work (even if adjunct to existing system), painting, reconstruction, enlargement, alteration, repair, remodel and renovations.
- 13. <u>Compliance.</u> Vendor represents and warrants it has all necessary licenses required to perform the Services. In addition, Vendor agrees that in the hiring of employees for performance of work under this Agreement, the Vendor, its subcontractors, or any person acting on a Vendor's or its subcontractor's behalf, by reason of race, creed, sex, disability, military status as defined in Section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit, shall not discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates. Vendor further agrees that Vendor, its subcontractors, or any person on a Vendor's or its subcontractor's behalf, in any manner, shall not discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, sex, disability, military status as defined in Section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in

Section 101.02(r) in the Codified Ordinances of the County of Summit. Vendor certifies it does not maintain and it will not permit its employees from performing services at any segregated facilities. Vendor agrees to comply with all applicable federal, state and local laws, orders, rules and regulations.

- 14. <u>Drug Free Workplace</u>. Vendor will comply with all applicable Ohio laws regarding maintaining a drug free workplace. Vendor will make a good faith effort to ensure that all its employees, while working on County property, do not possess and will not be under the influence of illegal drugs, alcohol or abuse prescription drugs.
- 15. <u>Waiver</u>. The remedies contained in this Agreement will be cumulative in addition to any other remedies provided in law or equity. No waiver of a breach of any provision of this Agreement or any delay in enforcing its rights will constitute a waiver of the County's rights and remedies.
- 16. <u>Modification</u>. Any modification of this Agreement must be signed by the authorized representatives of all parties.
- 17. <u>Non-Assignment.</u> Vendor agrees to perform personally all duties and obligations imposed under the terms of this Agreement. Vendor agrees not to assign (including by operation of law or otherwise) or delegate the performance of its duties under this Agreement without written consent from the County. Any assignments, delegations or substitution attempted without the previous written consent of the County will cause this agreement to be terminated at the County's sole option and upon such termination the Vendor shall forfeit its right to payment for any Services provided.
- 18. <u>Jurisdiction</u>. This Agreement will be governed by the laws of the State of Ohio without regard to conflict of laws principles. Any litigation arising under this Agreement must be litigated in the Akron Municipal Court, the Summit County Court of Common Pleas or the U.S. District Court for the Northern District of Ohio and Vendor permits itself to the jurisdiction and venue of those courts.
- 19. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement between the parties and supercedes any prior agreements.
- 20. <u>Set Off.</u> All claims for money due or to become due from County and any damages caused by Vendor will be subject to deduction or right of set off by County.
- 21. <u>Conflict.</u> If this Agreement is entered into pursuant to Ohio R.C. 125.04, also known as House Bill 100, the State of Ohio Terms and Conditions shall apply in the event of a conflict.
- 22. <u>Unresolved Findings of Recovery</u>. Pursuant to Ohio Revised Code §9.24, Vendor represents and warrants that no unresolved findings of recovery have been issued against Vendor by the Auditor of the State of Ohio.

Intending to be legally bound, the parties hereby execute this Agreement:

	[Name of Vendor]	COUNTY OF SUMMIT, OHIO	
By: Printed Name:		By:	Date
Title:	(Milespania)	Approved as to form:	e e e e e e e e e e e e e e e e e e e
		Deborah S. Matz, Director, Law Depar	rtment

### EXHIBIT "A"

### SUMMIT COUNTY -PREVENTATIVE MAINTENANCE SPECIFICATIONS

#### **DIVISION 14 - CONVEYING EQUIPMENT**

#### 14 00 00 CONVEYING EQUIPMENT

- .1 This Agreement, between CONTRACTOR and SUMMIT COUNTY shall pertain to the vertical transportation equipment at the following properties:
  - 1.0 Attached, Appendix A, listing of buildings and equipment to be included in this specification and agreement.

### 1401 20 OPERATION AND MAINTENANCE OF ELEVATORS

#### .1 INTENT

Pro-Active Preventive Maintenance program of equipment listed in .1 above by these specifications. Provide the intended service to accomplish the following: .1.0 Consistent safe operation of equipment

- .1.1 Maximize operational performance of equipment
- .1.2 Maximize beneficial usage of equipment
- .1.3 Maximize life cycles of equipment

#### .2 ACKNOWLEDGEMENT OF EXPERTISE

Contractor expressly acknowledges that Summit County is relying on Contractor's professional expertise in performance of Services to achieve and maintain Contract intent.

#### .3 SERVICES PROVIDED BY CONTRACTOR

Services shall include, all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, and all other work and materials expressly required under this Contract or reasonably inferred whether or not expressly stated herein .

- .3.1 Services shall be performed in accordance with the specifications, legal statutes, national, state and local codes and OEM standards.
- .3.2 Comply with Summit County rules, policies, regulations, and requirements while working on properties.

.3.3 Perform all require preventative maintenance and repairs by qualified, careful and efficient employees in conformity with best industry practices. Diligently and in a first class, complete work in a workmanlike manner, free of defect or deficiency. While performing duties contractor's employees shall minimize any annoyance, interference, or disruption to employees of the properties and their invitees and comply with all Summit County policies.

#### .4 EMPLOYEES' OF CONTRACTOR

Contractor shall be responsible for the supervision and execution of Services by its employee.

- .4.0 Contractor agrees each of its employees is properly qualified and will use reasonable care in the performance of Services. If in the Summit County's sole opinion, determines, for any reason, that the qualifications, actions or conduct of any particular Contractor employee has violated this Contract by performing unsatisfactory Services, interfering with operation of Property, bothering or annoying any occupants, other contractors or subcontractors then at Property, or that such actions or conduct is otherwise detrimental to Summit County, then upon receipt of Summit County's written notice, Contractor shall immediately provide qualified replacement person and/or persons.
- .4.1 Contractor shall have sole responsibility for methods, techniques, procedures, safety instructions and safety precautions in connection with performance of Services.
- .4.2 Contractor shall not employ any subcontractors or other parties to perform Elevator Services. Contractor may employ subcontractors for work other than preventative maintenance (i.e., motor repairs, machine work, machine testing, certified welding, etc.). Summit County's acceptance of subcontractors or other parties shall not relieve, release or affect in any manner any of Contractor's duties, liabilities or obligations and Contractor shall at all times be and remain fully liable hereunder.

#### . 5 SCHEDULES OF WORK

Preventative maintenance and inspections shall be performed between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

#### . 6 RESPONSE TIMES

Normal hours of work as outlined in .5 above:

- .6.0 Non Emergency, within ninety (90) minutes from time of notification of equipment problem or failure by Summit County.
- . 6.1 Emergencies, response to passenger entrapment calls within forty-five (45) minutes from time of notification by Summit County.

After normal hours of service outlined in .5 above:

- .6.2 Non Emergencies, respond to callback service within ninety (90) minutes from the time of notification by Summit County.
- . 6.3 Emergencies, response to passenger entrapment calls within sixty (60) minutes from time of notification by Summit County.

Callback is defined as any request for service or assistance by Summit County when any unit is not available for beneficial use due to equipment shutdown or malfunction.

#### . 7 EXECUTION OF SERVICES

Routinely and systematically examine, clean, lubricate, adjust, and as conditions warrant, repair or replace all equipment covered under this specification. Consistently maintain machine rooms, hoistways, pits, car tops and equipment in or on these areas in a clean condition.

- . 7.0 Lubricate equipment at intervals recommended by Original Equipment Manufacturer.
- .7.1 When, as a result of preventative maintenance examination or testing and adjusting of the equipment, Contractor identifies corrective action is required, Contractor shall proceed to make required repairs, replacements, and adjustments. If Contractor believes such work is not Contractor's responsibility, a written report signed by Contractor shall be delivered to Summit County for further action with exception of a safety or potential safety situation, where upon, Contractor shall correct the problem immediately and notify Summit County.

#### . 8 MATERIAL USED IN THE SERVICING OF EQUIPMENT

The term "materials" are goods, parts, or otherwise for cleaning, replacement, repairs or adjustments, of performance, reliability and safety of units. All such materials shall be:

- .8.0 New and of best quality and suitable for their intended uses.
- . 8.1 All lubricants shall be suitable for purpose intended and shall meet or exceed minimum requirements specified by original equipment manufacturer of equipment to which the lubricant is applied.
- . 8.2 Lubricants, cleaning fluids and all combustible liquids shall be stored in a metal cabinet in machine room and shall be disposed of in accordance with Federal or local jurisdiction guidelines. An approved metal can with lid shall be provided in each machine room for temporary storage of oily rags.

#### . 9 SERVICES AND/OR EQUIPMENT NOT INCLUDED IN THIS AGREEMENT

Contractor shall not be responsible for the following items. Contractor shall provide written notice and proposal to Summit County within ten (10) working days of work and/or repairs required during normal servicing.

Items excluded shall apply except to those arising from or caused by the negligence of the Contractor, his employees, agents, subcontractors, or others for whom he is responsible.

. 9.0 Installation of new attachments or performance of newly mandated tests recommended or directed by inspecting entities; insurance companies; and federal, state or municipal governmental authorities from date of this agreement.

#### .10 COMPLIANCE WITH LAWS AND REGULATIONS

Comply with all existing laws, codes, rules and regulations set forth by appropriate authorities having jurisdiction (AHJ).

Schedule, coordinate and complete statutory and other equipment tests including, but not limited to;

- .10.0 Annual no load slow speed test of car safeties, governors and buffers .
- .10.1 5-year, full load, full speed test of car safeties, governors and buffers .
- .10.2 Affix metal tags to the tested devices and provide Summit County with written documentation clearly indicating the type of test, date of test, Contractor performing test, and applicable Code rule.

Provide Summit County with a minimum of five (5) working days prior notification of tests so that a Representative of the Summit County may witness all tests. Submit written reports to Summit County within ten (10) working days of completion of tests, confirming findings including corrective actions required and taken.

#### . 11 PENTALTIES FOR NON-COMPLIANCE TO SPECIFICATIONS

Average time between callbacks as described in .5 above:

.11.1 Contractor's failure to execute statutory tests mandated by either national Codes or local jurisdictions or regulations within 30 calendar days of required time constraint shall subject Contractor to a \$100.00 per calendar day penalty on each unit for each infraction beginning on the 30th day subsequent to the required date and continuing until Summit County receives written notification from Contractor of satisfactory completion of required test. Statutory tests include, but are not limited to.9 above. Contractor shall attempt to schedule tests in the presence of local enforcing authority and/or persons designated by Summit County.

Scheduling difficulties shall not exempt Contractor from performing tests in compliance with applicable Code or regulatory requirements.

#### . 12 SPECIAL CONDITIONS

- .12.0 Upon arrival and departure from property, ALL Contractor employees shall report to service center and manually sign a log book indicating name of person, time of arrival/departure, purpose of visit, i.e. callback, preventive maintenance, scheduled repair, Supervisor's inspection, etc., a brief description of work accomplished, including car and/or group designation, and time of departure. Manual log provided by Summit County.
- .12.1 Conspicuously post Preventive Maintenance Schedule and work log in each machine room for each elevator unit. Alternately, collect preventive maintenance history and testing logs electronically. Data shall be accessible by Summit County via manual log or web access and hard copy printout at all times.
- .12.2 Quarterly provide summary and review of all callbacks and unit downtime with Summit County. The review is to minimize callbacks by developing consistent communication between the Contractor and Summit County relative to callback trends, unit downtime and their causes.
- .12.3 Contractor shall not, in the course of performance of this Contract, or thereafter, use or permit the use of Summit County in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of Summit County.

#### . 13 EQUIPMENT PERFORMANCE

.13.0 Equipment listing and type car performance requirements are covered under Appendix B of this specification. Equipment performance requirements indicated are the minimum standard, and are not the sole criteria for judging Contractor's performance.

#### .14 CONTRACT PRICE ADJUSTMENTS

During the term of this agreement, Summit County shall pay Contractor a monthly sum for the performance of Contracted Services subject to the following:

.14.0 If straight time work is required outside scope of work, hourly rates below apply. If overtime work is required, within the scope of work, Summit County will pay only difference between straight time and overtime labor at hourly rates indicated below. If overtime work is required outside scope of work, straight time rate plus applicable overtime premium will be basis for hourly charges. Contractor may adjust rates in accordance with .13.0. above, labor portion only.

BILLING RATES

MECHANIC

HELPER

CREW

Straight Time

Overtime Premium (1.7 Time)

Overtime Premium (Double Time)

#### 15 CONTRACT CANCELLATION

- .15.0 Summit County shall have the right to cancel this Contract at the end of its initial term or at the end of any subsequent term upon thirty (30) calendar day's prior written notice to Contractor.
- .15.1 Contractor shall advise Summit County of pending Contract expiration a minimum of six (6) months in advance.
- .15.2 If Contractor violates any provision or fails to properly provide work required by this Contract, Summit County shall advise Contractor of deficiencies and shall allow Contractor a reasonable period, thirty (30) working days unless otherwise agreed, to correct deficiencies at Contractor's expense and to Summit County's sole satisfaction. If Contractor fails to comply in allotted time, Summit County shall have right to cancel Contract upon thirty (30) calendar days written notice to Contractor, or Summit County, after an additional ten (10) calendar days written notice to Contractor, may perform or cause to be performed all or any part of work and Contractor agrees that it will reimburse Summit County for any expense incurred.
- .15.3 Summit County reserves the right to make audits and tests whenever necessary to ascertain that work is being fulfilled. Deficiencies noted shall be submitted, in writing, to the Contractor. Contractor shall correct deficiencies within thirty (30) working days at its expense.
- .15.4 Summit County may choose to modernize all or a portion of units during term of this agreement. Modernization is defined as replacement of elevator motion and supervisory control systems. If Contractor is considered in compliance with terms of this Contract, Contractor shall be one of the Elevator Contractors requested to submit a modernization proposal. If Contractor is not the selected Modernization Contractor, Contract shall suspend work and billing, on unit and/or units, upon written notice by Summit County to Contractor.

#### . 16 NOTICES

All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the parties to Contract or such other address as the parties may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first-class pre-paid letter, email or

facsimile transmission, and shall be deemed to have been served by hand when delivered, if by first class mail forty-eight (48) hours after posting, and if by email or facsimile transmission when dispatched, provided that a confirming copy is sent by first class pre-paid post to the other party at the address specified within twenty-four (24) hours after transmission.

Each party will notify the other when they become aware of the death or injury to any person or damage to property arising from the use of the equipment.

#### .17 EXTENT OF LAW

This Contract shall be interpreted in accordance with the laws of the State of Ohio.

### APPENDIX ONE

### **ELEVATOR PM SCHEDULE**

Traction and Hydraulic Elevators

On Each Visit	(At le	(At least one hour per unit)			
	(1)	Contact responsible building personnel regarding elevator complaint(s). Correct all complaints.			
	(2)	Ride cars, checking for unusual noise or operation.			
	(3)	Correct any malfunctions noted.			
Controller	`	se are minimum requirements. Elevator Service pany is to meet or exceed this work.)			
Monthly	(1)	Observe dispatching, times, and relays for proper operation.			
Quarterly	(2)	Clean and check all controller and supervisory relays, contacts, and printed circuit boards.			
Quarterly	(3)	Check settings and operation of overloads.			
Quarterly	(4)	Check controller voltages.			
Quarterly	(5)	Check resistor tubes, grids and condensers.			
Semi-Annually	(6)	Clean and check fuses and fuse holders.			
Semi-Annually	(7)	Check and tighten all controller connections and components.			
Selector					
Monthly	(1)	Adjust and/or replace selector brushes and contracts.			
Quarterly	(2)	Lubricate selector cable sheaves. Clean/adjust electronic selectors.			
Semi-Annual	(3)	Clean and lubricate selector chains, guides, drives and drums.			

### **Hoist Machine**

Monthly	(1)	Clean dirt and dust from exterior surface of machines.	
Monthly	(2)	Check sleeve bearing oil.	
Monthly	(3)	Renew or reseat brushes as required.	
Quarterly	(4)	Observe worms and gears for end play, back lash, thrust, and any bearing wear.	
Quarterly	(5)	Clean and/or turn and undercut commutator.	
Semi-Annual	(6)	Inspect brake, brake drum, drive sheave, remove, clean and lubricate DC brake cores. Clean or replace brake shoes if necessary. Check pivot pins for free movement.	
Semi-Annual	(7)	Grease roller bearings.	
Semi-Annual	(8)	Check motor connections.	
Semi-Annually	(9)	Change sleeve bearing oil.	
Semi-Annually	(10)	Check armature or rotor clearance – Record measurements in thousandths on Check Charts.	
Semi-Annually	(11)	Check hoist machine drive sheave, regroove when required by Owner or designated representatives.	
Annually	(12)	Blow out machine with air pressure.	
MG Sets/Motor D	<u>rive</u>		
Monthly	(1)	Clean dirt and dust from exterior.	
Monthly	(2)	Renew or reseat brushes as required. Surface of MD sets.	
Quarterly	(3)	Clean and/or turn and undercut commutators.	
Semi-Annual	(4)	Grease roller bearings.	
Semi-Annual	(5)	Check MG/Motor Drive set connections and tighten if necessary.	

Semi-Annually	(6)	Blow out machine with air pressure.
Semi-Annually	(7)	Check armature or rotor clearance, record measurements in thousandths on Check Charts.
Semi-Annually	(8)	Clean dirt and carbon dust from the interior around fields and windings.
Annual	(9)	Change oil in sleeve bearings.
Signal and Dispa	atching	
Monthly	(1)	Replace any burned out lamps in the starters control indicator panel, car operating panel, etc.
Monthly	(2)	Observe operation of car arrival lanterns and gongs. Correct any malfunctions noted.
Monthly	(3)	Observe dispatching, dispatching intervals, high and low call reversal circuits. Make corrections where necessary.
Emergency Oper	ration	
Monthly	(1)	Activate fireman's recall system, Phases I and II. Minimum one floor operation on Phase II. Record test in log.
Quarterly	(2)	Test car emergency lights.
Semi-Annual	(3)	Test each elevator's emergency service, if provided.
Semi-Annual	(4)	Activate emergency hospital service systems and any special circuits, if provided.
Semi-Annual	(5)	Test emergency power system, if provided.
Governors		
Semi-Annual	(1)	Clean, lubricate and test for free movement of all governors. Manually extend governor weights to make sure there is no restriction in motion.

### Ropes Quarterly (1) Check all ropes, grooves, hitches and equalize tension. Lubricate where necessary. Shorten ropes when requested. Replace ropes with "red rouge" showing. Quarterly (2)Check rope, clamps and shackles. Quarterly (3)Check compensating chain or rope and hitches. **Hydraulic Machines Pumping Units** Monthly (1) Maintain oil tank at proper level. Monthly (2)Check for excessive leakage around valves and pumps. Monthly (3)Wipe up any oil residue around machine. Eliminate cause of leakage. Quarterly (4) Check tension and war of V belts. Quarterly (5)Inspect flexible hoses and connections. Replace when required by inspection or code. Semi-Annual Lubricate motor bearings. (6)Jack Assembly Check packing gland for excessive oil leakage. Monthly (1)tighten or repack if necessary. Monthly (2)Check plunger for signs of leakage or deterioration. Report any oil leakage to Owner in writing. Quarterly (3)Check platen bolts for cracks and tightness. Car

Check alarm bell and communication system.

Inspect car door operator. Clean, adjust or replace

Monthly

Monthly

(1)

(2)

		pulleys, shifts, key ways, belts, cams, and motor brushes. Lubricate where required.
Monthly	(3)	Clean door guide channels.
Monthly	(4)	Check leveling units.
Quarterly	(5)	Check retiring cam devices, chain, dash pots, pivots, fastenings, etc.
Quarterly	(6)	Check all reopening devices and obstruction timing devices.
Quarterly	(7)	Inspect and clean car door or gate and related parts.
Semi-Annual	(8)	Replace non-rechargeable emergency light batteries.
Semi-Annual	(9)	Check load weighing devices with weights in cars.
Semi-Annual	(10)	Clean car tops and related hardware.
Semi-Annual	(11)	Check and adjust car door up-thrusts.
Semi-Annual	(12)	Inspect guide shoes and roller guides.
Semi-Annual	(13)	Inspect broken tape or cable switches.
Semi-Annual	(14)	Check and test all safety devices.
Semi-Annual	(15)	Check clearance for car safety shoes.
Semi-Annual	(16)	Check stile channels for bends or cracks. Also, car frame and supports.
Semi-Annual	(17)	Check car operating panel, controls and switches. Clean and lubricate when necessary.
Annually	(18)	Check car enclosure steadying device.
<u>Hoistway</u>		
Monthly	(1)	Check hall button operation.
Monthly	(2)	Check leveling switches and leveling operation.

Lubricate sheave bearings.

Quarterly

(3)

Quarterly	(4)	Check hoistway lighting. Replace bulbs where necessary.	
Semi-Annual	(5)	Inspect limit switches, contacts, cam alignment.	
Semi-Annual	(6)	Check sheave fastenings, grooves, lubricate grease type bearings.	
Semi-Annual	(7)	Check stiles for cracks, bends, loose nuts, etc.	
Semi-Annual	(8)	Clean door hangers, tracks and rollers. Adjust upthrust.	
Semi-Annual	(9)	Clean and inspect counter weights, counter weight rope fastenings, roller guides, guide shoes, etc.	
Semi-Annual	(10)	Inspect hoistway door guides and door closers.	
Semi-Annual	(11)	Check wear and insulation on travel cables. Check junction box connections.	
Semi-Annual	(12)	Clean hoistway, separator beams, guide rails, door guide channels, etc.	
<u>Pit</u>			
Monthly	(1)	Clean pit, iron work located within the pit.	
Monthly	(2)	Empty drip pan(s).	
Semi-Annual	(3)	Clean and lubricate governor tail sheave. Adjust position as required.	
Semi-Annual	(4)	Check oil levels in buffers.	
Semi-Annual	(5)	Clean and lubricate compensating sheave, selector tail sheave.	

### **END OF SECTION**

# APPENDIX A EQUIPMENT INVENTORY SUMMIT COUNTY BOARD OF ELECTIONS

BUILDING NAME	TYPE	PM Schedule		Estimated PM Hours
		Monthly	Quarterly	
Summit County Board of Elections	One (1) Hydraulic		One (1) Hour/Unit	Four (4) Hour/Annually
				Annual Safety Test

Preventative Maintenance (PM) hours are inspection time only and DO NOT include callbacks, repairs, upgrades or code mandated testing. Estimated PM hours are minimum requirements for this agreement.

Unit No.	1
Type:	DOVER - Hydraulic Passenger Ohio Registration Cert: # 40048
Operation	Simplex Selective/Collective
Capacity	2500 lbs.
Stops	2 stops/ 2 front/ 0 rear
Installation Contractor	Dover Elevator Corporation
Door Type	Single Slide
Door Size	3'0" x 7'0"
Door Protection	IR Detector

## APPENDIX B EQUIPMENT PERFORMANCE

Unit Type	One Floor Run Up or down (12"-0" floor to floor)	Rated Speed±	Leveling±	Accel/Decel
Hydraulic-100 fpm	15.0/15.5 Seconds	10%	1/4	2.5 ft/sec <sup>2</sup>

Floor to Floor Performance Time: Measured from the instant the doors begin to close until doors are 3/4 open (1/2 open for side opening doors) and car is stopped at next successive floor under any loading condition or travel direction.

Elevator Speed: Elevator speed is measured with a tachometer while the elevator makes a full run through the hoistway with no load in the car. Contract speed (to be found on the governor rating plate or the cross head on the car) should be maintained within criteria range indicated on individual performance evaluations under any load condition or travel direction.

Unit Type	Door Opening	Door Closing	Closing Pressure	Car Call Dwell Time	Hall Car Dwell Time	Nudging
Hydraulic	2.0/2.5 Seconds	2.5/3.0 Seconds	Less Than 30 lbs.	3.0/3.5 Seconds	5.0/6.0 Seconds	20.0/25.0 Seconds

Door Closing Time: Measured from the instant the doors begin to close until the doors are fully closed. The ASME A17.1 Code limits door closing time by defining the level of kinetic energy generated during door closing operation. We indicate the closing time which approximates Code requirement based on average door weight.

Door Closing Pressure: Measured with a spring pressure gauge as the doors begin to close. The measured value is the force required to prevent the doors from closing under power. ASME A17.1 Code requires that the force required to stall the closing door be no more that 30 force pounds.

Car Call Dwell Time: Measured from the instant the doors are fully open until the doors begin to close when the car stops in response to a car call. It may also be reduced by re-registering a car call after the initial opening of the doors. Minimum time of 3 seconds is required by The Americans with Disabilities Act (A.D.A.).

Long Door Hold Open Time: Measured from the instant the doors are fully open until the doors begin to close when the car stops in response to a hall call. Minimum time of 5 seconds is required by The Americans with Disabilities Act (A.D.A.).

# APPENDIX A EQUIPMENT INVENTORY SUMMIT COUNTY COURTHOUSE MAIN & ANNEX

BUILDING NAME	TYPE	PM Schedule		Estimated PM Hours/Month
		Monthly		
Summit County Courthouse	Three (3) Traction	One (1) Hour/Unit		Three (3) Hours/Month
Total		Three (3) Hours	5 Yr. LoadTest	Three (3) Hours/Month Plus (1) Annual Safety Test

Preventative Maintenance (PM) hours are inspection time only and DO NOT include callbacks, repairs, upgrades or code mandated testing. Estimated PM hours are minimum requirements for this agreement.

Unit No.	1 & 2	3
Type:	Geared Overhead Traction – Passenger 350 fpm	Geared Overhead Traction – Passenger 200 fpm
Operation	Duplex – Motion Control Selective/Collective	Simplex – Motion Control Selective/Collective
Capacity	2500 lbs.	2500 lbs.
Stops	5 stops/ 5 front/ 0 rear	4 stops/ 4 front /0 rear
Installation Contractor	Schindler	Schindler
Door Type	Double Bypass	Double Bypass
Door Size	3'9" x 7'0"	3'9" x 7'0"
Door Protection	IR Detector	IR Detector

### APPENDIX B EQUIPMENT PERFORMANCE

Unit Type	One Floor Run Up or down (12"-0" floor to floor)	Rated Speed±	Leveling±	Accel/Decel
Traction	10.0/10.5 Seconds	3%	1/4	3.0 ft/sec <sup>2</sup>

Floor to Floor Performance Time: Measured from the instant the doors begin to close until doors are 3/4 open (1/2 open for side opening doors) and car is stopped at next successive floor under any loading condition or travel direction.

Elevator Speed: Elevator speed is measured with a tachometer while the elevator makes a full run through the hoistway with no load in the car. Contract speed (to be found on the governor rating plate or the cross head on the car) should be maintained within criteria range indicated on individual performance evaluations under any load condition or travel direction.

Unit Type	Door Opening	Door Closing	Closing Pressure	Car Call Dwell Time	Hall Car Dwell Time	Nudging
Traction	2.0/2.5 Seconds	2.5/3.0 Seconds	Less Than 30 lbs.	3.0/3.5 Seconds	5.0/6.0 Seconds	20.0/25.0 Seconds

Door Closing Time: Measured from the instant the doors begin to close until the doors are fully closed. The ASME A17.1 Code limits door closing time by defining the level of kinetic energy generated during door closing operation. We indicate the closing time which approximates Code requirement based on average door weight.

Door Closing Pressure: Measured with a spring pressure gauge as the doors begin to close. The measured value is the force required to prevent the doors from closing under power. ASME A17.1 Code requires that the force required to stall the closing door be no more that 30 force pounds.

Car Call Dwell Time: Measured from the instant the doors are fully open until the doors begin to close when the car stops in response to a car call. It may also be reduced by re-registering a car call after the initial opening of the doors. Minimum time of 3 seconds is required by The Americans with Disabilities Act (A.D.A.).

Long Door Hold Open Time: Measured from the instant the doors are fully open until the doors begin to close when the car stops in response to a hall call. Minimum time of 5 seconds is required by The Americans with Disabilities Act (A.D.A.).

# APPENDIX A EQUIPMENT INVENTORY SUMMIT COUNTY ENVIRONMENTAL SERVICES

BUILDING NAME	TYPE	PM Schedule		Estimated PM Hours
		Monthly	Quarterly	
Summit County Environmental Services	One (1) Hydraulic		One (1) Hour/Unit	Four (4) Hour/Annually
				One (1) Safety Test

Preventative Maintenance (PM) hours are inspection time only and DO NOT include callbacks, repairs, upgrades or code mandated testing. Estimated PM hours are minimum requirements for this agreement.

Unit No.	1	
Type:	Otis Hydraulic Passenger Ohio Registration Cert: # 40733	
Operation	Simplex – Controller	
•	Selective/Collective	
Capacity	2100 lbs.	
Stops	3 stops/ 3 front/ 0 rear	
Installation Contractor	Otis Elevator	
Door Type	Single Slide	
Door Size	3'0" x 7'0"	
Door Protection	IR Detector	

### APPENDIX B EQUIPMENT PERFORMANCE

Unit Type	One Floor Run Up or down (12"-0" floor to floor)	Rated Speed±	Leveling±	Accel/Decel
Hydraulic-125 fpm	15.0/15.5 Seconds	10%	1/4	2.5 ft/sec <sup>2</sup>

Floor to Floor Performance Time: Measured from the instant the doors begin to close until doors are 3/4 open (1/2 open for side opening doors) and car is stopped at next successive floor under any loading condition or travel direction.

Elevator Speed: Elevator speed is measured with a tachometer while the elevator makes a full run through the hoistway with no load in the car. Contract speed (to be found on the governor rating plate or the cross head on the car) should be maintained within criteria range indicated on individual performance evaluations under any load condition or travel direction.

Unit Type	Door Opening	Door Closing	Closing Pressure	Car Call Dwell Time	Hall Car Dwell Time	Nudging
Hydraulic	2.0/2.5 Seconds	2.5/3.0 Seconds	Less Than 30 lbs.	3.0/3.5 Seconds	5.0/6.0 Seconds	20.0/25.0 Seconds

Door Closing Time: Measured from the instant the doors begin to close until the doors are fully closed. The ASME A17.1 Code limits door closing time by defining the level of kinetic energy generated during door closing operation. We indicate the closing time which approximates Code requirement based on average door weight.

Door Closing Pressure: Measured with a spring pressure gauge as the doors begin to close. The measured value is the force required to prevent the doors from closing under power. ASME A17.1 Code requires that the force required to stall the closing door be no more that 30 force pounds.

Car Call Dwell Time: Measured from the instant the doors are fully open until the doors begin to close when the car stops in response to a car call. It may also be reduced by re-registering a car call after the initial opening of the doors. Minimum time of 3 seconds is required by The Americans with Disabilities Act (A.D.A.).

Long Door Hold Open Time: Measured from the instant the doors are fully open until the doors begin to close when the car stops in response to a hall call. Minimum time of 5 seconds is required by The Americans with Disabilities Act (A.D.A.).

# APPENDIX A EQUIPMENT INVENTORY SUMMIT COUNTY JAIL

BUILDING NAME	TYPE	PM Schedule		Estimated PM Hours
		Monthly	Quarterly	
Summit County Jail	One (1) Hydraulic		One (1) Hour/Unit	Four (4) Hour/Annually
				One (1) Safety Test

Preventative Maintenance (PM) hours are inspection time only and DO NOT include callbacks, repairs, upgrades or code mandated testing. Estimated PM hours are minimum requirements for this agreement.

Unit No.	1
Type:	DOVER - Hydraulic Passenger
	Ohio Registration Cert: # 31206
Operation	Simplex Selective/Collective
Capacity	3500 lbs.
Stops	2 stops/ 2 front/ 0 rear
Installation Contractor	Dover Elevator
Door Type	Single Slide
Door Size	3'0" x 7'0"
Door Protection	IR Detector

### APPENDIX B EQUIPMENT PERFORMANCE

Unit Type	One Floor Run Up or down (12"-0" floor to floor)	Rated Speed±	Leveling±	Accel/Decel
Hydraulic-125fpm	15.0/15.5 Seconds	10%	1/4	2.5 ft/sec <sup>2</sup>

Floor to Floor Performance Time: Measured from the instant the doors begin to close until doors are 3/4 open (1/2 open for side opening doors) and car is stopped at next successive floor under any loading condition or travel direction.

Elevator Speed: Elevator speed is measured with a tachometer while the elevator makes a full run through the hoistway with no load in the car. Contract speed (to be found on the governor rating plate or the cross head on the car) should be maintained within criteria range indicated on individual performance evaluations under any load condition or travel direction.

Unit Type	Door Opening	Door Closing	Closing Pressure	Car Call Dwell Time	Hall Car Dwell Time	Nudging
Hydraulic	2.0/2.5 Seconds	2.5/3.0 Seconds	Less Than 30 lbs.	3.0/3.5 Seconds	5.0/6.0 Seconds	20.0/25.0 Seconds

Door Closing Time: Measured from the instant the doors begin to close until the doors are fully closed. The ASME A17.1 Code limits door closing time by defining the level of kinetic energy generated during door closing operation. We indicate the closing time which approximates Code requirement based on average door weight.

Door Closing Pressure: Measured with a spring pressure gauge as the doors begin to close. The measured value is the force required to prevent the doors from closing under power. ASME A17.1 Code requires that the force required to stall the closing door be no more that 30 force pounds.

Car Call Dwell Time: Measured from the instant the doors are fully open until the doors begin to close when the car stops in response to a car call. It may also be reduced by re-registering a car call after the initial opening of the doors. Minimum time of 3 seconds is required by The Americans with Disabilities Act (A.D.A.).

Long Door Hold Open Time: Measured from the instant the doors are fully open until the doors begin to close when the car stops in response to a hall call. Minimum time of 5 seconds is required by The Americans with Disabilities Act (A.D.A.).

# APPENDIX A EQUIPMENT INVENTORY SUMMIT COUNTY PARKING DECK FACILITY

BUILDING NAME	TYPE	PM Schedule		Estimated PM Hours/Month
		Annually Monthly		
Summit County Parking Deck	Two (2) Hydraulic Two (2) Traction	One (1) Safety and 5 Year Load Test	One (1) Hour/Unit	Four(4) Hours/Month
Total	Four (4) Units		Four (4) Hours	Four (4) Hours/Month

Preventative Maintenance (PM) hours for inspection time only and DO NOT include callbacks, repairs, upgrades or code mandated testing. Estimated PM hours are minimum requirements for this agreement.

Unit No.	1 & 2 - PUBLIC (NORTH)	3 & 4 - PUBLIC (SOUTH)
Type:	Canton Elevator Company State Reg. # 46489 # 46490 Hydraulic Rope – Passenger Submersible Pump	Millar Elevator Company State Reg. # 46489 # 46490 Drum Traction-Passenger
Operation	Duplex Controller – Motion Control Control Model Selective/Collective	Simplex Controller–Motion Control Control Model Selective/Collective
Capacity	2500 lbs.	2500 lbs.
Stops	7 stops/7 front/0 rear	7 stops/7 front/0 rear
Installation Contractor	Millar Elevator Co (Schindler Elevator)	Millar Elevator Co (Schindler Elevator)
Door Type	<>	
Door Size	3'6" x 7'0"	3'6" x 7'0"
Door Protection	IR Detector	IR Detector

### APPENDIX B EQUIPMENT PERFORMANCE

Unit Type	One Floor Run Up or down (12"-0" floor to floor)	Rated Speed±	Leveling±	Accel/Decel
Traction-350fpm	10.0/10.5 Seconds	3%	1/4	3.0 ft/sec²
Hydraulic-145 fpm	15.0/15.5 Seconds	10%	1/4	2.5 ft/sec²

Floor to Floor Performance Time: Measured from the instant the doors begin to close until doors are 3/4 open (1/2 open for side opening doors) and car is stopped at next successive floor under any loading condition or travel direction.

Elevator Speed: Elevator speed is measured with a tachometer while the elevator makes a full run through the hoistway with no load in the car. Contract speed (to be found on the governor rating plate or the cross head on the car) should be maintained within criteria range indicated on individual performance evaluations under any load condition or travel direction.

Unit Type	Door Opening	Door Closing	Closing Pressure	Car Call Dwell Time	Hall Car Dwell Time	Nudging
Traction	2.0/2.5 Seconds	2.5/3.0 Seconds	Less Than 30 lbs.	3.0/3.5 Seconds	5.0/6.0 Seconds	20.0/25.0 Seconds
Hydraulic						

Door Closing Time: Measured from the instant the doors begin to close until the doors are fully closed. The ASME A17.1 Code limits door closing time by defining the level of kinetic energy generated during door closing operation. We indicate the closing time which approximates Code requirement based on average door weight.

Door Closing Pressure: Measured with a spring pressure gauge as the doors begin to close. The measured value is the force required to prevent the doors from closing under power. ASME A17.1 Code requires that the force required to stall the closing door be no more that 30 force pounds.

Car Call Dwell Time: Measured from the instant the doors are fully open until the doors begin to close when the car stops in response to a car call. It may also be reduced by re-registering a car call after the initial opening of the doors. Minimum time of 3 seconds is required by The Americans with Disabilities Act (A.D.A.).

Long Door Hold Open Time: Measured from the instant the doors are fully open until the doors begin to close when the car stops in response to a hall call. Minimum time of 5 seconds is required by The Americans with Disabilities Act (A.D.A.).

# APPENDIX A EQUIPMENT INVENTORY SUMMIT COUNTY SUMMIT CENTER FACILITY

BUILDING NAME	TYPE	PM Schedule		Estimated PM Visits/Year
		Yearly	Quarterly	
Summit County Summit Center	One (1) Traction - Passenger	Annual Safety or 5 YR Load Test	One (1) Hour/Unit	Four (4) plus Annual Safety or 5 YR Load Test
	One (1) Traction - Freight	Annual Safety or 5 YR Load Test		One (1) visit plus Annual Safety or Load Test

Preventative Maintenance (PM) hours are inspection time only and DO NOT include callbacks, repairs, upgrades or code mandated testing. Estimated PM hours are minimum requirements for this agreement.

Unit No.	1 - PUBLIC	2 - FREIGHT	
Type:	Kone, Inc. State Reg. #8109 Geared Overhead - Passenger	Otis Elevator Co. State Reg. # 8110 Geared Overhead Freight	
Operation	Motion Control-Simplex Controller-VFMC 1000 Selective/Collective	Simplex Otis Controller Selective/Collective	
Capacity	2500 lbs.	6000 lbs.	
Stops	4 stops/ 4 front/ 0 rear	4 stops	
Installation Contractor	Kone, Inc.	Otis Elevator Co.	
Door Type	Double - Bypass	Guillotine	
Door Size	4'0" x 7'0"	7'7" × 7'0"	
Door Protection	IR Detector	Unknown	

### APPENDIX B EQUIPMENT PERFORMANCE

Unit Type	One Floor Run Up or down (12"-0" floor to floor)	Rated Speed±	Leveling±	Accel/Decel
Passenger – Traction - 250 fpm	10.0/10.5 Seconds	3%	1/4	3.0 ft/sec <sup>2</sup>
Freight – Traction 100 fpm	unknown	Unknown	1/4	unknown

Floor to Floor Performance Time: Measured from the instant the doors begin to close until doors are 3/4 open (1/2 open for side opening doors) and car is stopped at next successive floor under any loading condition or travel direction.

Elevator Speed: Elevator speed is measured with a tachometer while the elevator makes a full run through the hoistway with no load in the car. Contract speed (to be found on the governor rating plate or the cross head on the car) should be maintained within criteria range indicated on individual performance evaluations under any load condition or travel direction.

Unit Type	Door Opening	Door Closing	Closing Pressure	Car Call Dwell Time	Hall Car Dwell Time	Nudging
Passenger	2.0/2.5 Seconds	2.5/3.0 Seconds	Less Than 30 lbs.	3.0/3.5 Seconds	5.0/6.0 Seconds	20.0/25.0 Seconds
Freight	Manual	Manual	n/a	n/a	n/a	n/a

Door Closing Time: Measured from the instant the doors begin to close until the doors are fully closed. The ASME A17.1 Code limits door closing time by defining the level of kinetic energy generated during door closing operation. We indicate the closing time which approximates Code requirement based on average door weight.

Door Closing Pressure: Measured with a spring pressure gauge as the doors begin to close. The measured value is the force required to prevent the doors from closing under power. ASME A17.1 Code requires that the force required to stall the closing door be no more that 30 force pounds.

Car Call Dwell Time: Measured from the instant the doors are fully open until the doors begin to close when the car stops in response to a car call. It may also be reduced by re-registering a car call after the initial opening of the doors. Minimum time of 3 seconds is required by The Americans with Disabilities Act (A.D.A.).

Long Door Hold Open Time: Measured from the instant the doors are fully open until the doors begin to close when the car stops in response to a hall call. Minimum time of 5 seconds is required by The Americans with Disabilities Act (A.D.A.).