

12-009

**COUNTY OF SUMMIT
PHYSICAL PLANTS DEPARTMENT**

BID PACKAGE FOR:

Four (4) Year Full Maintenance Service Contract
for the Three (3) Passenger Elevators
at the Summit County Ohio Building Facility
175 South Main St., Akron, Ohio 44308

Bid Opening – _____
2:00 p.m.

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

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LEGAL ADVERTISEMENT

NOTICE TO BIDDERS

Sealed bids will be opened and publicly read on _____ at 2:00 pm. local time, at the County of Summit Ohio Building 8th Floor meeting room located at 175 South Main Street, Akron, Ohio 44308, authorized pursuant to Council Resolution No. _____ for:

Four (4) Year Full Elevator Maintenance Service Contract for Three (3) Traction Elevators at the Summit County Ohio Building located at 175 South Main St., Akron, Ohio 44308.

The estimated cost of the project is \$ 62,000.00.

There will be a mandatory bidders meeting at the site on _____. The meeting will begin promptly at 10:30 a.m. at the Ohio Building main entrance lobby of the 175 South Main St. location.

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 _____.

Faxed to Akron Beacon Journal on _____.

To be posted on the County of Summit Website _____.

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 Four -Year Full Service Elevator Maintenance Contract for the Summit County Ohio Building Facility located at 175 South Main St. Akron, Ohio 44308.

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 debarred 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. EEO COMPLIANCE

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 31st 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.

FORM OF PROPOSAL

(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:

Four Year Full Service Elevator Maintenance Contract for the Three (3) Elevators at the Summit County Ohio Building Facility located at 175 South Main St. Akron, Ohio 44308.

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 Four (4) year period

_____ Dollars (\$ _____)

Yearly Cost Breakdown

Year 1 _____ Dollars (\$ _____)

Year 2 _____ Dollars (\$ _____)

Year 3 _____ Dollars (\$ _____)

Year 4 _____ Dollars (\$ _____)

Accompanying this proposal is _____ (certified check, bank draft, 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 undersigned. 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 is reserved by the County to reject any and all bids. It is also agreed that this bid may not 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 doing business under the firm name and style of;". If an individual using a trade name, give individual name using the phrase, "An individual doing business under the name and style of".

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 BUSINESS _____

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 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. REPORTS 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. PRIOR REPORTS: 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. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: 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: _____

By: _____ Title: _____

Item: _____

Project: _____

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 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

I, _____ hereby affirm that
_____, Bidder herein IS/ISNOT
(as applicable) charged at the time of submitting this bid with any delinquent personal
property taxes on the general tax list of personal property of the County of Summit.
The amount of such due and unpaid delinquent tax and any due and unpaid penalties and
interest is \$ _____.

Signature

Title

STATE OF OHIO

COUNTY OF SUMMIT, ss.

Before me, a Notary Public, in and for said County, personally appeared

_____, authorized signatory for

_____, and acknowledges that he has signed

the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have affixed by hand and seal of my office at

_____, Ohio, this _____ day of _____, 20____.

Notary Public

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)

1. Bidder's Name: _____

2. Bidder's Address: _____

3. History of Firm: _____

4. Previous Jobs Completed: _____

5. Manpower and Equipment Available to Perform Work: _____

6. Evidence of 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 Obligeo 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 Obligeo 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 Obligeo 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: _____

_____ 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

MAINTENANCE AGREEMENT

THE COUNTY OF SUMMIT ("County") AND
175 South Main Street, Eighth Floor
Akron, OH 44308

Vendor Name: _____ ("Vendor")

Principal Place of Business:

Phone: _____ Fax: _____

Federal Tax I.D. No.: _____

Board of Control Directive No.: _____

This Maintenance Agreement ("Agreement") is entered into by and between the County and Vendor in accordance with the terms set forth below. The County and Vendor agree as follows:

1. Services. Vendor agrees to provide maintenance services ("Services") to County as set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

The Services shall be provided at the premises located at 175 South Main St. Akron, Ohio 44308

The Services shall be performed between the hours of 7:30 a.m. and 4:00 p.m. on the following days each week: (Monday-Friday).

2. Term. This Agreement is dated and effective as of the date signed by the County Executive.

Vendor will start work for the Services on approximately: _____ *May 01, 2012*
Vendor will complete all work for the Services no later than: _____ *April 30, 2016*

3. Price. The price for the Services will not exceed:

\$ _____

\$ _____	Year 2012
\$ _____	Year 2013
\$ _____	Year 2014
\$ _____	Year 2015

- 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. Independent Contractor. 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. Tools, Equipment and Supplies. 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. Insurance. 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. No Exclusive Rights. County has not granted Vendor any exclusive rights for County projects.

9. Indemnification. 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, whichever is later.

11. Termination without Cause. 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. Prevailing Wage. If the Services are construction and exceed **\$38,000.00 for alterations or \$125,000.00 for new construction (for September 2011)**, 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. Compliance. 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. Drug Free Workplace. 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. Waiver. 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. Modification. Any modification of this Agreement must be signed by the authorized representatives of all parties.

17. Non-Assignment. 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. Jurisdiction. 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. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supercedes any prior agreements.

20. Set Off. 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. Conflict. 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. Unresolved Findings of Recovery. 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: _____
Title: _____

By: _____
Russell M. Pry, Executive Date

Approved as to form:

Deborah S. Matz, Director, Law Department

EXHIBIT "A"

SPECIFICATIONS FOR FULL SERVICE ELEVATOR MAINTENANCE FOR FIVE (5) ELEVATORS IN THE SUMMIT COUNTY COURTHOUSE FACILITY

The Contractor is required to read carefully the specifications for all parts of the work so as to become familiar with the work covered by the contract. The contractor shall visit the site and familiarize himself with the existing conditions before submitting his bid. No additional compensation will be awarded due to unfamiliarity. It shall be assumed that he has full knowledge of existing conditions and accepts them as is.

SCOPE OF WORK

This specification covers four (4) year full maintenance service coverage on the following Summit County Courthouse elevators:

Summit County Ohio Building
175 S. Main St.
Akron, OH 44308

Kone Elevator - Passenger
State #4691
2500# Capacity

Kone Elevator - Passenger
State #4692
2500# Capacity

Kone Elevator - Passenger
State #12572
2000# Capacity

The service company shall provide full maintenance service by journeyperson elevator mechanics and helpers in the regular employment of the elevator installer. Include weekly preventative maintenance performed during normal working hours. Include repair/replacement of worn or defective parts or components and lubrication, cleaning, and adjusting as required for proper elevator operation in conformance with specified requirements including manufacturer's recommendations. Include 24 hour/day 7 week emergency callback service at no additional cost.

The service company will respond within forty-five (45) minutes in an emergency during any hours and within ninety (90) minutes in a non-emergency situation during working hours. Exclude only repair/replacement due to misuse, abuse, accidents, or neglect caused by other than service company's personnel.

GENERAL SPECIFICATIONS

GENERAL

It is understood and agreed that the following conditions shall be part of the contract. These general specifications shall be binding upon the contractor.

DEFINITIONS

Where the word "bidder" is used in the specification, it shall be understood to mean any contractor submitting a bid to perform the work and supply the materials as defined in these specifications. Where the word "Contractor or Service Company" is used in these specifications, it is understood to mean the successful bidder to whom the service contract is awarded.

Where the word "Owner" is used in these specifications, it shall be understood to mean the County of Summit and the duly authorized representative thereof.

QUALIFICATIONS

- A. Elevator Service Company will have no less than five (5) years successful experience with the completion of similar projects. The Service Company must have maintenance capability to meet requirements of this specification in the local area and be able to place a service technician at the building within ninety (90) minutes after notification except for emergency calls which shall be answered within forty-five (45) minutes.
1. List at least five (5) service contracts held in Akron for the past five (5) years.
 - a. List contacts and telephone numbers of contracts similar to this one.
 - b. Identify which of the contracts service similar units (capacity, speed, control).
 2. The elevators covered by this contract shall be maintained in a satisfactory and safe operating condition in accordance with the requirements of these specifications and be capable of providing their contract speed, capacity, and performance at all times. The Owner reserves the right to request or make such tests as and when advisable to assure that the requirements of these conditions are being fulfilled.

- a. This contract includes all material, parts and labor to maintain the elevators as outlined in these specifications, manufacturer's recommendations and local, state and federal codes.
3. The Elevator Service Company shall maintain the elevator equipment, appurtenances of accessories so as to comply with the requirements of the applicable ASME/ANSI A.17.1 safety codes for elevators and escalators any other rules, ordinances, or building codes that may apply.

The ANSI elevator inspection manual A17.2 shall be used as a guide to establish that the equipment is operating safely. The original specifications and/or NEII standards of performance shall be the guide for performance criteria as modified herein.

4. The Elevator Service Company shall maintain the original contract speed for each elevator car, in feet per minute, and the original performance time which includes acceleration and retardation as designed and installed by the manufacturer. The Service Company shall perform the necessary adjustments as required to maintain the original door opening and closing time within limits of applicable code and shall be charted and provided in a report quarterly.
5. The Elevator Service Company shall not be required to make renewals or repairs made necessary by reason of negligence or misuse of the equipment by persons other than the Elevator Service Company, its representatives and employees, or by reason of any other cause beyond the control of the elevator company, except ordinary wear and tear.

- a. The Elevator Service Company shall not be responsible for floor coverings, air conditioning, power upstream of the main disconnect switch, light fixtures and lamps, cleaning of cab interiors, damage to panels, sills and doors, and call box unless such repairs are required as a result of the Service Company's actions.

- b. The Elevator Service Company will not be responsible for any loss, damage, detention or delay caused by strikes, lockouts, labor troubles or disputes, fire, explosion, theft, earthquake, embargo, malicious mischief, war, governmental orders, acts of God, or by any other cause beyond their control.

6. Safety Tests – The Elevator Service Company shall perform periodic safety tests required as of the effective date of this agreement. Due to the inconvenience of the 5 year test, this operation will be performed on a scheduled Holiday or weekend without additional charge. Damage to the building structure as a

result of these tests will not be the responsibility of the Service Company.

7. Cleaning – Elevator Service Company is required to maintain machine room, hoistway and pit equipment in a neat and clean condition at all times. Cleaning supplies and lubricants are to be stored only in an approved container/cabinet. Machine room floor and equipment to be painted as required.
8. Major Delays – Failure of the Elevator Service Company to restore an elevator to service within twenty-four (24) hours of failure shall be reason for concern by both parties of this contract. Failure to restore the unit to operation within seventy-two (72) hours shall be reason for cancellation or reduction in payment unless outside forces have intervened as described in paragraph 5-B.
9. Scheduled Maintenance – The Elevator Service Company shall provide check charts (or computer printouts) listing all parts of the elevator and the frequency with which they are to be serviced. Space will be provided on this chart in which the servicing mechanic can indicate the date on which each item is serviced. At the time of each visit, the servicing mechanic shall check in and out with the owner's representative.

Regular routine exams and maintenance examinations shall be performed at a frequency of not less than monthly. During these examinations, the components are to be checked and all necessary work performed relative to cleaning, lubrication and adjustment of the equipment. At a minimum, the components must be checked in accordance with the schedule shown in Appendix One.

10. Call Back Service – The Elevator Company shall provide call-back service when requested by the Owner. Call-back service consists of responding (within two (2) hours, forty-five (45) minutes if an emergency) to request from the Owner by telephone or other means and at any hour, Monday through Sunday. Overtime call-back service shall be provided at no additional cost to the Owner.
11. Records to be supplied by Owner – Any available drawings can be obtained from the Owner on signed receipt for use and such drawings shall be retained on Owner's premises.

Applicable changes shall be noted on drawings and they shall be maintained up to date at all times. On termination or expiration of the contract, they shall be returned to the Owner.

12. Elevator Supplies, Materials and Replacement Parts – The Elevator Service Company shall furnish all labor, supplies, parts and materials necessary to perform cleaning, maintenance, inspection,

repairs or replacements or elevators, equipment appurtenance and accessories. A stock of replacement parts shall be maintained at the building where the elevator maintenance services are to be performed. It is imperative that replacement parts be immediately available so the elevator service will not be subject to interruptions and stoppages.

Until utilized, parts will remain the property of the Elevator Service Company. All parts replaced under the provisions of this contract shall be identical to original equipment or the equipment manufacturer's recommended replacement parts. The Elevator Company shall own and store at the building where work is to be performed, in suitable storage cabinets, a minimum of one of each size and type used of the following parts. The Elevator Service Company shall also replenish the stock as used.

- a. Generator and motor brush sets.
- b. All electrical and mechanical parts for controllers and selectors.
- c. All selector contacts, brushes and switches.
- d. Door interlocks, pick-up rollers, contacts, rods, and spring
- e. Car door phone electric safety device and other door protection equipment, including safety edge replacement parts.
- f. Car and hoistway door relating cable.
- g. Hanger rollers for both car and hall doors.
- h. Limit switch and terminal stopping switches, contacts and spring.
- i. Roller guide wheels and bearings or replaceable inserts for slide guides for car and counterweight, whichever is applicable.
- j. Capacitors, resistors, miscellaneous relay springs, fuses and light bulbs.
- k. Replacement parts for contacts, sockets, switches and buttons in car operating panel and all signal fixtures.
- l. Solid state controls, power packs, and printed circuit boards.

The Elevator Service Company shall be able to provide the following parts for each type and size of elevator within twenty-four (24) hours of established need for such part:

- a. Transformers and rectifiers.
 - b. Door operator motor.
 - c. Car door safety edge complete.
 - d. Electric timer circuit boards.
 - e. Speed regulator or damping motor.
 - f. Supply special tools that are required to make repairs without undue delay.
13. Third Party Inspections – The County reserves the right to employ an elevator consultant/inspector to verify conditions under this contract.
14. Rights
- a. The Owner has the right to obtain competitive quotes for any work beyond the scope of this contract. If such work results in the need to increase the maintenance price, the Elevator Service Company may propose revised pricing and the Owner can accept or reject the proposal. If the parties cannot agree on the new price, the contract can then be terminated by either party upon thirty (30) days written notice.
 - b. The Owner has the right to cancel this contract upon thirty (30) days written notice at any time upon determination by the Owner that the Elevator Service Company is not performing per the contract and giving the company thirty (30) days notice to make the correction.
15. Responsibilities
- a. Possession and control of the equipment shall remain with the Owner who will retain his/her normal responsibility and liability as Owner, lessor, lessee, possessor or custodian of the equipment.
 - b. The Elevator Service Company shall be responsible for maintaining the equipment in a safe, dependable condition.
 - c. The Elevator Service Company will advise the Owner in writing of any deficiencies or code violations which exist with the equipment.

- d. The Elevator Service Company has the responsibility to make replacements, adjustments and repairs required under this agreement.

16. Term

- a. This agreement will continue in full force and effect for a period of five (5) years from the effective date.
- b. The contract may be extended on a month to month basis at the current price by mutual agreement. The extension can be terminated by either party by means of a thirty (30) day written notice.

17. Cure

If either party shall default in the performance of any of its obligations, the non-defaulting party may send a written notice reasonably describing the default. If the defaulting party within a reasonable time (not to exceed thirty (30) days) does not commence to take reasonable steps to cure the default or if having timely commenced, fails to carry the cure to reasonable and timely completion, the non-defaulting party, by further thirty (30) days written notice may terminate the agreement.

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.
 - .1.1 Units to be serviced one (1) yearly:
 - a. Passenger (traction)-one (1) visit monthly per unit/ one (1) annual safety test.

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.

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.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:

SUMMIT COUNTY -PREVENTATIVE
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- .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.

SUMMIT COUNTY -PREVENTATIVE
MAINTENANCE SPECIFICATIONS

. 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.

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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.

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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

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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

Electric and Hydraulic Elevators

<u>On Each Visit</u>	(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.
<u>Controller</u>	(These are minimum requirements. Elevator Service Company 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.
<u>Selector</u>	
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 reseal 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 Drive

- | | | |
|-------------|-----|--|
| Monthly | (1) | Clean dirt and dust from exterior. |
| Monthly | (2) | Renew or reseal 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 Dispatching

- | | | |
|---------|-----|--|
| 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 Operation

- | | | |
|-------------|-----|---|
| 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 wear of V belts. |
| Quarterly | (5) | Inspect flexible hoses and connections. Replace when required by inspection or code. |
| Semi-Annual | (6) | Lubricate motor bearings. |

Jack Assembly

- | | | |
|-----------|-----|--|
| Monthly | (1) | Check packing gland for excessive oil leakage. 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

- | | | |
|---------|-----|---|
| Monthly | (1) | Check alarm bell and communication system. |
| Monthly | (2) | Inspect car door operator. Clean, adjust or replace |

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. |

Hoistway

- | | | |
|-----------|-----|---|
| Monthly | (1) | Check hall button operation. |
| Monthly | (2) | Check leveling switches and leveling operation. |
| Quarterly | (3) | Lubricate sheave bearings. |

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|-------------|------|---|
| 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 up-thrust. |
| 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. |

Pit

- | | | |
|-------------|-----|--|
| 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

**SUMMIT COUNTY – PREVENTATIVE
MAINTENANCE SPECIFICATIONS**

**APPENDIX A
EQUIPMENT INVENTORY
SUMMIT COUNTY OHIO BUILDING**

BUILDING NAME	TYPE	PM Schedule		Estimated PM Hours/Month
		Bi-Monthly	Monthly	
Summit County Ohio Building	Three (3) Traction	One (1) Hour/Unit		Three (3) Hours/Month

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.

EQUIPMENT SUMMARY

Unit No.	1 & 2	3
Type:	Geared Overhead Traction (Machine Room at Penthouse Roof Level) Passenger	Geared Overhead Traction (Machine Room at Penthouse Roof Level) Passenger
Control	Mipron I	Mipron I
Operation	Duplex Selective/Collective	Simplex Selective/Collective
Capacity	2500 lbs.	2000 lbs.
Stops	9 stops/9 front/0 rear	4 stops/4 front/0 rear
Installation Contractor	Kone	Kone
Door Type	Single Speed Side Opening – High Speed	Single Speed Side Opening – High Speed
Door Size	3'6" x 7'0"	3'-6" x 7'0"
Door Protection	IR Detector	IR Detector

**SUMMIT COUNTY – PREVENTATIVE
MAINTENANCE SPECIFICATIONS**

**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%	¼	3.0 ft/sec ²

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 Open Time: Measured from the instant the doors begin to open until the doors are fully open. Door opening time should be as fast as possible to provide optimum adjustment of efficient elevator service. Our recommended door times are based on the door operator equipment installed while providing smooth operation and long equipment life.

SUMMIT COUNTY – PREVENTATIVE MAINTENANCE SPECIFICATIONS

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 than 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.).

Nudging: Measured from the instant the doors reach the fully open position until the door buzzer sounds and the doors begin to close at reduced speed even though the door protective devices are interrupted.