

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.

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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:

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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.

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. 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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<u>BILLING RATES</u>	<u>MECHANIC</u>	<u>HELPER</u>	<u>CREW</u>
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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.