

I. PURPOSE

- A. The purpose of this Agreement is to place into operation a continuing system of full maintenance to provide necessary systematic service and preventive maintenance for all of the elevator equipment described herein.

II. SCOPE OF WORK

- A. All elevators under this Agreement shall be maintained in first class operation, furnishing all material and labor, and complying with all requirements of current American Standard Safety Code ANSI A 17.1 latest edition or with elevator revisions. The maintaining of this equipment in a safe condition within proper operating limits, as originally specified, and with minimum downtime is of paramount importance.

III. LENGTH OF AGREEMENT

- A. The service specified herein will be furnished from September 1, 2011 and shall continue for a period of five (5) years to August 31, 2016.

IV. PREVENTIVE MAINTENANCE SCHEDULE

- A. Each elevator shall be examined and maintained at a minimum of semi-monthly.

V. MINIMUM ON JOB SITE

- A. Contractor shall furnish a qualified elevator mechanic on the job site for performance of examinations and preventive maintenance. Said elevator mechanic shall provide preventive maintenance at the job site a minimum of one (1) hour per unit per inspection.

VI. PREVENTIVE MAINTENANCE HOURS

- A. Contractor's mechanic shall check into the manager's or maintenance office upon arrival and departure. Copies of mechanic's time tickets, verifying time spent on each visit, shall be left with building manager or maintenance supervisor.
- B. Hours of Work: The Contractor shall furnish qualified service personnel for the work required in the performance of this Agreement. Work shall be performed during the established working hours of the regular work days of the elevator industry within the area within which the equipment is located. All callbacks or emergency calls shall be answered within a maximum of one (1) hour.

- C. Non-breakdown Service Calls: (e.g., elevator operating but not satisfactorily) The service department shall be expected to respond in a reasonable time frame (approximately four (4) hours) or notify the building manager if that timeframe cannot be met.
- D. Emergency Calls: (Passengers trapped in elevator) In this occurrence, when Building Maintenance calls the service department, it will be expected that response time will be in less than one (1) hour (15 – 30 minutes).

VII. EXPERIENCE WITH COMPARABLE EQUIPMENT

- A. The Contractor must demonstrate a minimum of five (5) years of experience with maintaining comparable equipment to be able to provide the necessary preventive maintenance to maintain the elevator equipment in first class condition. At least one mechanic shall have previous experience with computer logic equipment.
- B. Bids shall be considered only from bidders who, in the judgment of the County, are regularly established in business, are financially responsible, and are able to show evidence of satisfactory past performance and competence.
- C. Each bidder must furnish evidence, satisfactory to the County, specifically stating that members of the Company and the Company itself, have satisfactorily maintained elevators of the exact type included in the specifications for a period of at least five (5) years. To be entitled for consideration, the bidder shall furnish a statement to the effect that it has available under it's direct employment and supervision the necessary personnel, organization and facilities, located within a distance so that response on callbacks and emergencies will be in compliance with the paragraph "Hours of Work," to properly fulfill all the services and conditions required under these specifications; and that personnel trained in the maintenance of this type of equipment will be employed under this Agreement.
- C. The Bidder shall currently be servicing equipment similar in size and performance in at least five (5) different buildings. Each one of these five (5) buildings must be identified on a separate page indicating its location, contact person, and telephone number. These five (5) buildings must be located within a twenty-five (25) mile radius of the city of Akron, Ohio.

VIII. BID ACCEPTANCE AND REJECTION

- A. The County reserves the right to accept or reject any or all offers and may accept a bid other than the lowest bid, if deemed to be more advantageous to the County.

IX. EXTENT OF COVERAGE – ELECTRIC ELEVATOR MAINTENANCE

- A. Under the terms and conditions of this Agreement, the Contractor shall use technically qualified personnel directly employed and supervised by the Contractor. Furthermore, the following equipment and associated parts will be inspected, properly adjusted, cleaned, lubricated, and, if conditions warrant, repaired or replaced. The Contractor will also regularly and systematically examine the following equipment and/or components for units listed at the end of this section.
 1. Machine worm, gear, thrust bearing, drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contact, lining, and component parts.
 2. Controller, selector, scheduling and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, overloads, dashpots, timing devices, computer devices, selector tape, and all mechanical and electrical driving equipment, including all hoist-way selector switches.
 3. Motor and motor generator, windings, rotating elements, commutators, brushes, brush holders, and bearings.
 4. Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws, hoist-way and car door contacts, interlocks, hangers, tracks, bottom door gibs, auxiliary and power door operating devices on both manual and power-operated doors.
 5. Deflector or secondary sheave, bearings, shafts, car and counterweight guide rails, car and counterweight buffers, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, car and counterweight guide shoes including rollers and gibs, counterweights, counterweight frames, car frame, and complete car and counterweight safety assemblies. Proper alignment of each shall be maintained.
 6. Car and corridor operating-stations and all signal devices, including signal bulbs, car fan, platform, wood platform flooring and tile floor covering in cab, locks, latching devices, and their

mounts and supports, all hydraulic hoses, pumps, motors, fittings and all related equipment to be properly maintained in accordance with up to date Federal, State and local guidelines for hydraulic elevators.

7. Periodically equalize the tension in all hoist-way wire ropes to maintain an adequate factor of safety. Also included are all electrical conductor cables, hoist-way, car and machine room elevator wiring, governor and compensating wire ropes. Replace if necessary. This will also include all hoist and governor ropes.
8. Provide all necessary lubricants and rope preservatives that are especially compounded to elevator industry specifications, cleaning compounds, cleaning tools, and cleaning and wiping materials. Used and oily wiping materials must be contained in metal fire resistant containers, and periodically removed from each machine room.
9. Communication Equipment: The extent of maintenance coverage shall include all communication, equipment, exclusive of fixtures, located within the elevator hoist-ways, elevator cars, machine rooms, lobby control panels, including smoke detectors, fireman control switches, all circuit boards and circuits pertaining to the operation of the elevators.
10. All replacement parts shall be manufactured by the original manufacturer. However, due to obsolescence, shortages, etc., parts of equal quality may be used.
11. Where applicable, check the group dispatching systems and make necessary tests to ensure that all circuits and time settings are properly adjusted, and that the system performs as designed and installed.
12. Elevators to be included in this maintenance Agreement shall be:
 - a) Building II - 31-33 N. Main Street
Passenger Elevators at Entry (2)
State ID # 14882 & 14883
Freight Elevator at Center of East Side (1)
State ID # 10854
 - b) Building III – 25 N. Main Street
Passenger Elevator in Front Lobby (1)
State ID # 32930

- c) Building IV – 37 N. High Street
 Passenger Elevator in Front Lobby (1)
 State ID # 31890

PARTS ON HAND

- A. The Contractor shall maintain a sufficient amount of replacement parts, by the original manufacturer, to maintain the equipment in first class and safe operating condition. The Contractor will repair or replace worn parts or complete components with new parts. Reconditioned components may be used only when delivery time of new components is excessive, and it is mandatory to get a piece of equipment in operation until new replacement parts become available.

These parts shall be made available for inspection by a representative of the County before award of the Agreement. The inventory shall include, but not be limited to, the following:

<u>Item</u>	<u>Qty.</u>	<u>Description</u>
1.	1	Door Operator, complete
2.	1	Safety Edge, complete
3.	1	Photo-Electric Eye Unit, complete
4.	10	Hoist-way Door Hanger Rollers
5.	5	Reel Closers
6.	10	Hoist-way Door Lift Rods
7.	10	Door Pick Up Rollers
8.	6	Electric Mechanical Hoist-way Door Interlocks ample supply of Hoist-way and Car Door Gibs, 1 each printed circuit board.
9.	1	Dampening Motor, complete
10.	1	Speed Regulator Motor, complete
11.	6	Static Floor Selector Switches
12.	6	Magnetic Leveling Units
13.	1	Brake Coil, each type
14.	1	Set of Generator Brushes, complete for each machine, Hall and Car Push Button replacement parts
15.	1	Replacement of each size and type for hatchway limit switches, hatchway mechanical slowdown switches, all necessary electrical components, including relays, contacts, coils, rectifiers, resistors, transformer, start relay contacts, replacement bulbs, etc. Ample supply of lubricants, as specified by original equipment manufacturer.

XII. SPECIAL CONDITIONS

A. JOB MATERIAL INVENTORY

1. The Contractor shall maintain a supply of contacts, coils, eads, generator brushes, proper lubricants, wiping materials, printed circuit boards, and other minor parts, in each elevator machine room necessary for the performance of routine maintenance and restoration of service following minor shut down.
2. Industry standard steel parts cabinets are to be provided and maintained in each machine room for the orderly storage of replacement parts. This shall be provided in existing available space.

B. RESPONSIBILITY AND LIABILITY

1. The Contractor, if so directed by the Owner or Owner's Representative shall cooperate in the defense of suits brought jointly against the County, based on accidents involving this equipment and service.
2. The County of Summit shall retain any and all control of elevator equipment furnished by the provider or the Contractor pursuant to this Agreement. Furthermore, the County will be liable and responsible for advising or instructing passengers in the proper use of the equipment. The County shall provide a safe working area for Contractor's employees and shall notify the Contractor of operational problems, malfunctions, or accidents.
3. Nothing in this Agreement shall be construed to mean the elevator Contractor assumes any liability regarding accidents to persons or property, except those directly due to negligent acts, omissions, and errors of the elevator Contractor. Furthermore, the Contractor shall not be liable for any loss, damage, or delay due to any cause beyond their reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riots, civil commotion, war, malicious mischief, or act of God. However, any time during an elevator industry strike or lockout, it will be necessary that the equipment be safely serviced and maintained by the Contractor's management, supervision, and/or engineers.

C. PERFORMANCE EVALUATIONS

1. Contractor's management or field service supervisor will conduct periodic evaluations of equipment performance, including car speed, door operations, riding quality, car leveling, floor to floor time and systems operation, including traffic handling and response time. Following such evaluations, the Contractor will

perform the adjustments, repairs or replacements required to maintain the manufacturer's operating performance standards.

2. Performance evaluation reports are to be made available to the County as part of this Agreement upon request. In addition, the Contractor's management or field supervisor will visit the premises at least once every three (3) months, or as reasonably requested, to review operations and performance with the County or its Designee.

D. NON-PERFORMANCE EVALUATIONS

1. The County reserves the right to terminate this Agreement within thirty (30) days, and prior to any termination date, if either service, equipment, or Contractor performance and conduct as judged by an industry-recognized third party, does not meet acceptable industry standards. International Elevator Consultants, Ltd., or any equally qualified elevator consulting firm is acceptable as a third party.

The Contractor shall become responsible for the cost of furnishing all labor and material necessary to comply with the Non-Performance Evaluation Reports, within a period of thirty (30) days, regardless of termination or continuation of this Agreement.

E. CODE REQUIREMENTS

1. All labor and materials provided under this Agreement shall meet minimum standards covered by the current ANSI – A17.1 Code, as well as all applicable state and local codes and ordinances.
2. It shall be the Elevator Contractor's responsibility to advise the County, or provide service if covered under this Agreement, relative to code violations and all scheduled tests, sufficiently prior to any due date, to eliminate the possibility of code citations.
3. The Contractor shall be required to make all tests specified by governing code and ordinances, but shall not be required to install new devices on the equipment, which may be recommended or directed by insurance companies, federal, state, municipal, or other authorities; to make changes or modifications in design; to make any replacements with parts of a different design; or to perform cleaning of cab interiors and exposed sills. Fireman's recall tests shall be included as required by the governing codes.

F. SAFETY TEST

1. The Contractor shall provide periodic examinations of all safety devices and governors, and conduct a yearly no-load, low-speed test of car-counterweight safeties, and a test of buffers; and provide the five (5) year rated load, rated speed safety test governors and budders, as required by ANSI, A-17 Code or any other test currently required by a local governing code.

G. COOPERATION WITH OTHERS

1. The Contractor shall cooperate in successfully providing all labor and materials, as specified, with the Consultants, County, other trades, and/or the County's Representative.

H. EXCLUSIONS

1. It is not intended that this Agreement shall include refinishing, repairs, replacements, or cleaning interior of car enclosure (including removable panels, door panels, plenum chambers, hung ceiling, light tubes and bulbs, lights, diffusers, carpets, mirrors, handrails), hoist-way enclosures, hoist-way gates, doors, frames, sills, and all fixtures and cover plates. The Contractor shall not be required to make renewals, repairs, replacements, or adjustments, necessitated by reason of the County's negligence, misuse, accidents or vandalism of the equipment; or any cause beyond his control except ordinary wear and tear. All items not specifically excluded are to be considered included and the responsibility of the Contractor.

I. CONDITIONS OF SERVICE

1. The Contractor shall have the required free and uninterrupted use of the equipment necessary to render service thereon. Furthermore, the County will not permit others to make adjustments, repairs, or replacements to the equipment while covered under this Agreement. The County reserves the right to invite additional bidders for alterations, modifications, and any other work that is not covered by this Agreement. However, when alterations or modifications are performed by others, the County then assumes liability as included under Section RESPONSIBILITY AND LIABILITY.

J. OBSOLETE EQUIPMENT

1. Any mechanical or electrical part, component, or assembly that must be replaced, repaired, or renewed as a result of normal wear or breakage, but that is unavailable from the manufacturer due to obsolescence still remains the Contractor's responsibility to replace, repair, or renew from another available, reliable source.

K. CREDIT

1. Any unscheduled shutdowns, on any elevator, that exceeds five (5) days will entitle the County to a proportional amount of credit for each day thereafter until the respective elevator is back in service. Furthermore, should any elevator be removed from service for a period of thirty (30) days or more, then the County shall be entitled to a proportional amount of credit beginning from day one (1) until this elevator is placed back in service.

L. ASSIGNMENT

1. This Agreement cannot be assigned without the approval of County Council and the written approval of the Summit County Executive.

M. CANCELLATION

1. The County shall have the right to cancel this Agreement immediately upon the occurrence of any of the following contingencies: Contractor mortgage foreclosure, condemnation, destruction, transfer of conveyance of title, or the premises are rendered unusable in the opinion of the County. In the event of a cancellation pursuant to the above, the Contractor shall be entitled to receive any or all payments due to date of notification and equivalent to the unamortized portion of the capital replacements that were in fact supplied under this Agreement.

N. INVOICING

1. When more than one (1) property or facility is covered by this Agreement, the County reserves the right to select and receive either one (1) monthly itemized invoice or a separate monthly invoice for each property or facility listed.
2. The total cost bid for five (5) years shall be invoiced in equal monthly installments. Any other arrangements must be approved by the County.