

Scott County Facility and Support Services Department  
Purchasing Division  
600 West Fourth Street, Davenport, Iowa 52801-1030  
Phone: (563) 326-8793  
E-Mail: [purchasing@scottcountyiowa.com](mailto:purchasing@scottcountyiowa.com)

**REQUEST FOR QUOTATION**

**Scott County Requisition No. 18635**

**Bidders need to complete and submit this form.**

Submission Date: <b>5/28/2010</b>	No Later Than: <b>2:00 p.m.</b>
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Qty	Description
	Quotation request for Elevator maintenance and Service
	Please see attached for scope of work
	Delivery Included
	price quotation good for 60 days
	From time to time it may be necessary to change or modify a request for purchase. If you have received this request from any other source other than direct fax or email from Scott County, it is your responsibility to check for updates and/or changes to the request. If you would like to receive automatic updates please register your company in our vendor data base by using our website, <a href="http://www.scottcountyiowa.com/fss/purchasing.php">www.scottcountyiowa.com/fss/purchasing.php</a>

Scott County reserves the right to accept the bid from the lowest responsible bidder.

Quote submitted by:

Released by:  
(Scott County Use Only)

\_\_\_\_\_  
Name

Date: 5/4/2010  
Time: 2:00p.m.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**PLEASE NOTE:**  
Bidders must provide an estimated  
delivery date in their bid response!

\_\_\_\_\_  
Date

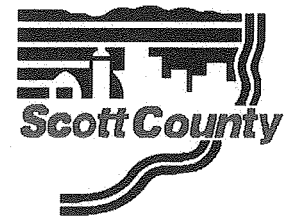
Company Contact Information:	Phone:
	E-Mail:

“By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.”



## Facility and Support Services

600 West 4<sup>th</sup> Street  
Davenport, Iowa 52801-1030



(563)326-8738 Voice

(563)328-3245 Fax

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## Request for Bids Elevator Maintenance and Service

The Scott County Facility and Support Services Department is requesting bids from qualified contractors for Elevator Maintenance and Service. It is the intent of Scott County to execute a four year contract for these services. Below are instructions to bidders interested in making a proposal for this solicitation.

### Specifications

All bids must be based on the bid specifications revised April 29, 2010 and any addenda issued pertaining to this solicitation. Any bids received that are not based on these documents will not receive consideration. Exceptions to the specifications may or may not be accepted. Bidders must clearly indicate if their bid includes any exceptions to the published specifications or addenda.

### Bid Due Date

All bids for this solicitation are due no later than 2:00 p.m. on May 28, 2010. Bids submitted after that time will not be considered.

### Bid Submission

All bids must be submitted using the Scott County Purchasing Division cover sheet provided as the first page. Additional material may be attached.

Submit bids before the above bid deadline to:

Scott County FSS  
Purchasing Division  
600 West 4<sup>th</sup> Street  
6<sup>th</sup> Floor  
Davenport, IA 52801  
[purchasing@scottcountyiowa.com](mailto:purchasing@scottcountyiowa.com)

Bids will be accepted via regular e-mail, mail, fax or hand delivery at the above address. E-mailed bids should be sent to [purchasing@scottcountyiowa.com](mailto:purchasing@scottcountyiowa.com). Faxed bids will be accepted at 563-328-3245. Verification of e-mailed or faxed bids may be made to Barb Schloemer at 563-326-8793. Scott County is not responsible for transmission errors or delays, postal/courier delays or loss.



**SPECIFICATIONS  
FOR  
COMPLETE PREVENTATIVE MAINTENANCE AND SERVICE  
TRACTION ELEVATORS  
LOCATED AT:**

Scott County Administrative Center  
600 W. 4th  
Davenport, IA 52801  
2 Elevators; 6 stops each (front openings only)

Vera French Pine Knoll Facility  
2504 Telegraph Road  
Davenport, IA 52804  
2 Elevators; 4 stops each, one with front and rear doors (one rear opening)

Scott County Courthouse  
400 W. 4<sup>th</sup> Street  
Davenport, IA 52801  
2 Elevators; 4 stops each, one with front and rear doors (four rear openings)

**AND HYDRAULIC ELEVATORS LOCATED AT:**

Scott County Jail – Security Elevators  
400 W. 4<sup>th</sup> Street  
Davenport, IA 52801  
2 Elevators; 3 stops each  
Note: Contract for these two units to commence on August 25, 2010

Scott County Jail – Support Elevators  
400 W. 4<sup>th</sup> Street  
Davenport, IA 52801  
2 Elevators; 1 with 4 stops; 1 with 5 stops (front and side doors, 3 front stops, 2 side stops)

Scott County Courthouse  
400 W. Fourth Street  
Davenport, IA 52801  
1 Elevator; 4 levels, 3 stops

Scott County Entrance Pavilion  
400 W. 4<sup>th</sup> Street  
Davenport, IA 52801  
1 Elevator; 2 stops

Note: Contract for this unit to commence on August 25, 2010

**PURPOSE**

The purpose of this contract specification 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.

**SCOPE OF WORK**

All elevators under this contract shall be maintained in first class operation, furnishing all material and labor, and complying with all requirements of current American Standard Safety Code ANSI A17.1 latest edition or revisions.

**CONTRACT DOCUMENTS**

Contract documents shall consist of an executed Purchase Order issued by Scott County Purchasing Division, this elevator specification and any addenda issued as part of this solicitation process. The submission of a proposal based on this specification including any addenda constitutes agreement to comply with said specifications unless clearly indicated exceptions are noted directly on the bid.

**LENGTH OF CONTRACT**

The service specified herein will be furnished from July 1, 2010 and shall continue for a period of four years until June 30, 2014. *Note: three elevator units (listed and noted above) are currently under contract through August 24, 2010. This service contract shall be in force beginning August 25, 2010 for those three units only. All other units shall be in force July 1, 2010. All units shall terminate on June 30, 2014.*

Nothing herein shall affect the right or remedies of either party to terminate this contract for a material breach thereof, or for any other local cause, including, but not limited to, unsatisfactory service by the Contractor.

**PAYMENTS**

Contractor shall provide monthly bills to Scott County, up to 30 days in advance of said service period. Scott County agrees to make timely monthly payments (within 30 days of receipt of bill) in accordance with this agreement. Contractor shall provide, for the owner's consideration, other discounted payment options for quarterly, semi-annual or annual payments. Contractor shall also provide information pertaining to their ability to accept and process credit card and other electronic payments.

**BONDS**

The Contractor shall submit with his bid a Ten Percent (10%) Bid Bond on Standard AIA Form No. A310. The Contractor shall provide the Owner, within fifteen (15) days of the acceptance of his bid, a performance bond in the amount of 100% of the total bid offered and certificates of insurance as described herein. Deliver said documents to the owner's representative, described herein.

### **OWNER'S REPRESENTATIVE**

The owner's representative for this solicitation and resulting contract shall be the Facility and Support Services Department, 600 W. 4<sup>th</sup> Street, Sixth Floor, Davenport, IA 52801.

### **INSURANCE**

The Contractor shall submit with his bid a statement of intent to provide insurance in accordance with terms and conditions required herein. NO bids shall be considered, unless accompanied by said completed statement of intent.

Upon successful award of contract, Contractor shall name Scott County as an additional insured. Coverage shall include and Contractor agrees to carry, at its sole expense, General Liability Insurance in the minimum amount of Ten Million Dollars (\$10,000,000.00) per occurrence and Aggregate with separate project limit. Contractor shall attach current Certificate of Insurance with this bid showing no less than the coverage stated above.

Contractor agrees to protect its employees by carrying Workmen's Compensation Insurance and Public Liability Insurance. Contractor further agrees to carry Property Damage, Automobile Public Liability and Automobile Property Damage Insurance in amounts sufficient to provide the degree of protection for Contractor required by prudent businessmen engaged in similar operations of the size and scope set out herein.

Contractor further agrees to protect, indemnify, and safe Owner harmless from and against all claims, demands, and causes of action of every kind and character arising in favor of Contractor's employees, employees of Owner or second parties on account of personal injuries, death, or damage to property in any way resulting from the willful or sole negligent acts or omissions of Contractor, contractor's agents, employees, representatives, or sub-Contractor's. Contractor shall be responsible for all damage and lose sustained by Contractor to Contractor's tools and equipment utilized in the performance of all work hereunder.

The Contractor, if so required, shall cooperate in the defense of suits brought jointly against the Owner based upon accidents involving the equipment included in this contract.

### **INDEMNIFICATION**

- A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the owner and their agents and employees from and against all claims,

damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim damage, loss or expense (1) is attributed to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the WORK itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce and otherwise exist as to any party or person described in this paragraph.

- B. In any and all claims against the Owner or any of their agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under worker's workmen's compensation acts, disability benefit acts or other employee benefit acts.
- C. Scott County reserves the right to reject any or all bids or proposals submitted without cause. Further, Scott County reserves the right to re-bid or re-solicit for proposals for this project at any time in the future. By submitting a proposal or bid each CONTRACTOR acknowledges these rights and authorizes Scott County to exercise them should the situation warrant.

**PREVENTIVE MAINTENANCE SCHEDULE**

Each elevator shall be examined and maintained in accordance with the following frequency:

<u>EQUIPMENT</u>	<u>MINIMUM SERVICE FREQUENCY</u>
Elevators	Twice per month

**MINIMUM TIME ON JOB SITE**

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 hour per unit per inspection.

**CALL BACK RESPONSE TIME**

Contractor must respond to owner's callback service request within 45 minutes of receipt of call at contractors dispatch office. Every effort shall be made to expedite response when callback is concerning individuals trapped or any other similar emergency.

**PREVENTIVE MAINTENANCE HOURS--MECHANIC'S CHECK-IN**



Contractor's mechanic shall check into the building manager/supervisor (Pine Knoll and Jail) or maintenance office upon arrival and when he/she leaves the building. Copies of mechanic's time tickets, verifying time spent each visit, shall be left with building manager/supervisor or maintenance supervisor. E-mailed copies of service tickets may be delivered electronically to the owner's representative.

### **QUALIFICATION OF CONTRACTOR**

The Contractor must show he/she has ample previous experience maintaining comparable equipment to be able to provide the necessary preventive maintenance to maintain the elevator equipment in first class condition. The Contractor must have been successfully engaged in his business of such work and licensed as applicable for the regulatory authority of the geographical area within which the work will be performed for a period of not less than five (5) consecutive years immediately preceding the submission of his proposal, and shall have a minimum five (5) years personal experience in supervising maintenance crews.

At least two (2) mechanics in the employ of the company shall have previous experience with elevator computer logic equipment. Specify name(s) of primary route mechanic(s) for this project, along with brief resume. All mechanics, laborers, assistants or other workers working on site at the Jail locations must be approved in advance by passing a criminal background check. Said check is performed by the owner, in advance, at the owner's expense.

Contractor agrees that all work shall be performed by and under the supervision of skilled, experienced, elevator service and repair persons directly employed and supervised by Contractor. Any and all employees performing work under this contract shall be satisfactory to Owner.

The Contractor must provide with this bid a list of previous and current contracts considered similar to this proposed contract in size, magnitude and type of equipment, and to those technical provisions stated herein.

The Contractor must also provide with this bid their most recent standard financial statement of Dun & Bradstreet report indicating the company's current Net Worth, D & B Rating, and Working Capital Position.

### **ALTERATIONS AND ADDITIONS**

Contractor shall make no alterations or additions to the equipment without prior written approval from Owner.

### **EVIDENCE OF QUALIFICATIONS**

The maintaining of this equipment in a safe condition within proper operating limits, as originally specified, and with minimum downtime is of paramount importance.

Bids shall be considered only from bidders who, in the judgment of the Owner, are regularly established in business, are financially responsible, and are able to show evidence of satisfactory past performance and competence. Poor past performance, in the judgment of the Owner, shall be considered adequate reason to consider a bid "not responsible".

Each firm must furnish evidence, satisfactory to the Owner, specifically stating members of the firm, and the firm itself, have satisfactorily maintained, repaired and diagnosed elevators of the exact type included in the specifications for a period of at least five (5) years. To be entitled to consideration, the bidder shall furnish a statement to the effect that he has available under his direct employment and supervision the necessary organization and facilities, located with the Quad City area, 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. References should include equipment description, location, point of contact, e-mail address and telephone number. Bids will be considered incomplete without a minimum of three references.

#### **INVENTORY**

The Contractor shall own and maintain a sufficient amount of replacement parts, by the original manufacturer or approved equal, to maintain the equipment in a first-class and safe operating condition. These parts shall be made available for inspection by a representative of the Owner prior to award of this Contract. The type and amount of parts required to be on-hand is intended to provide for the expedient repair of all units listed herein. Failure of the contractor to maintain adequate spare parts shall be considered grounds for contract termination.

#### **EXAMINATION OF PREMISES**

Contractor shall be held to have examined the premises and be satisfied as to the existing conditions under which he/she will be obligated to operate in performing his/her part of the work in the Agreement.

#### **CONTRACTOR TO COMPLY WITH LAWS**

In the performance of this contract, the Contractor agrees he will abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is to be performed.

Contractor shall make periodic tests and maintenance inspections of all elevator equipment as required by current applicable safety codes for elevators, dumbwaiters, escalators and moving walks. Written reports of said tests shall be submitted to Owner within 10 days of performance of said tests and, in the case of running safety tests, prior notification (at least 24 hours) shall be given so that a representative of Owner may witness said test.

Contractor shall not be required under this Agreement to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, subsequent to the date of contract, unless compensated for such installation.

## **SCOPE OF SERVICE WORK**

### **1. COMPLETE MAINTENANCE**

Contractor agrees to regularly and systematically examine, clean, lubricate, and adjust the vertical transportation equipment and provide call-back service and, as conditions warrant, repair or replace all portions of the vertical transportation equipment included under this contract with the following exclusions only:

- A. Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, his employees, sub-contractors, servants or agents, or other causes beyond the Contractors control except ordinary wear.
- B. Repairs to or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, car finish floor material, hoistway entrance frames, doors and sills, telephone equipment and signal fixture faceplates.
- C. Mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- D. Lamps for car and machine room illumination.

In performing the above indicated work, Contractor agrees to provide only genuine parts used by the manufacturers of the equipment for replacement or repair, and to use only those lubricants obtained from and/or recommended by the manufacturer of the equipment.

### **2. ROUTINE PREVENTIVE MAINTENANCE WORK**

All items described herein will be accomplished under the scope of this Agreement. The preventive maintenance specified is considered the minimum for all equipment. If specific equipment covered by this contract requires additional maintenance for safe and reliable operation the Contractor shall perform the required maintenance.

### **3. PERFORMANCE REQUIREMENTS**

Contractor agrees to maintain the following minimum performance requirements of the elevators designated below:

- A. Speed: +/- 5% under any loading condition.
- B. Capacity: Safely lower, stop and hold up to 125% rated load.

- C. Leveling: +/- 3/8" under any loading condition.
- D. Door Closing Time, Thrust and Kinetic Energy shall comply with ANSI Code.
- E. Floor to Floor Performance Time: Floor to floor performance time (from time door starts closing at one floor to fully opened and level on next successive typical floor, regardless of loading conditions or direction of travel).

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

#### **4. EXTENT OF COVERAGE – ALL ELEVATORS**

The work to be performed by the Contractor consists of furnishing all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts replacement, and repairs to keep the elevators covered under this contract in continuous use at their established capacity and efficiency for their intended purpose. Elevators shall be maintained in first-class operating condition to meet the elevators' initial performance ability. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including supplements (hereinafter referred to as ANSI A17.1).

Contractor shall be responsible for regular, systematic execution of the work items included in this contract as follows:

Regularly and systematically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following:

- Controllers, Selectors, Dispatcher, and Relay Panels
- Solid State Devices
- Emergency Lighting
- Fireman's Service Equipment
- All Programmable Controllers
- Printed Circuit Cards and Card Busses
- Automatic Power Door Operators, Landing and Car Door Hanger, Landing and Car Door Contacts, Door Protective Devices, Hoistway Door

Interlocks, Bottom Door guides, Manual Door Closures, and Auxiliary Door Closing Devices

- Equipment Housings and Device/Premise Wiring

- Keep guide rails properly lubricated, except where roller guides are used.

- Replace guide shoe gibs or rollers, when conditions warrant, to provide smooth and quiet operation.

- Relamp all signals as necessary

- Furnish lubricants as necessary

- Periodically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following safety devices:

- Interlocks and Door Closures

- Car and Counterweight Buffers

- Overspeed Governors, governor tension Sheave Assemblies, and Car and Counterweight Safeties

- Limit, Landing and Slowdown Switches

- Door Protective Devices and Alarm Bells

- Conduct a yearly no-load, low speed test of car and counterweight safeties and a test of buffers.

- Periodically equalize the tension in all hoist way ropes. Replace all wire ropes and fastenings, when conditions warrant.

- Periodically examine, lubricate, adjust, and when conditions warrant through normal wear and tear, repair or replace the following accessory equipment:

- Car and Corridor Operating Pushbuttons

- Load Weighting Equipment

- All Hall Lanterns, Car Position and Hall Position Indicators, Lobby Control Panels, Car Operating Panels, and all other Signal and

Accessory Facilities furnished and installed as a part of the whole equipment.

- Periodically clean all elevator machine rooms, secondary areas, elevator hoist ways, and pit areas. Contractor will be responsible for keeping the machine rooms, the exterior of the machinery, and any other parts of the equipment subject to rust, properly painted, identified, and presentable at all times. During the course of each examination, all accumulated refuse in the pit areas will be discarded.
- Annually clean the elevator hoist way and related equipment including rails, inductors, hoist way door hangers and tracks, relating devices, switches, buffers, car tops and pit areas.
- Steel parts cabinets will be maintained in the machine room areas to provide for the orderly storage of replacement components.
- Perform the following tests on the elevator equipment:
  - Tests of the car and counterweight safeties, governors, buffers, and all other safety devices. The car balance will be checked and the governor set. If required, the governor will be re-calibrated and sealed for proper tripping speed.
  - All tests performed on the elevator equipment described herein will be in accordance with the most recent ANSI/ASME A17 Code requirements. Written reports of all tests shall be submitted and reviewed with the Owner of the property within thirty (30) days following completion of all tests.
- Check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted, and that the system performs as designed and installed on an annual basis. Bi-annual testing of the Fireman's Emergency Service Operation will be performed to assure proper operation of the system.

#### **SPECIFIC COVERED ITEMS -- TRACTION ELEVATORS**

Regularly and systematically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following:

- Elevator Machines -- Geared/Gearless

- Motor Generators
- Machine Brakes and Brake Pulleys
- And Parts thereof, including:
  - Hoisting Motors
  - Selector Motors, Exciter and Regulator
  - Worms, Gears, and Thrusts
  - Bearings
  - Rotating Elements
  - Brake Magnet Coils
  - Brushes, Brush Holders, and Commutators
  - Brake Shoes, Linings, and Pins
  - Windings and Coils
  - Contacts, Relays, and Timers
  - Resistors and Transformers
  - Deflector, Secondary and all other Sheaves, Shafts, Bearings, and Assemblies
  - Repair or replace control cables, when conditions warrant.
- Periodically drain the gear case, flushing to remove sediment and grit, and refill with new gear oil.
- Examine, and when conditions warrant, re-groove or replace all sheaves, governor tension sheaves, secondary or deflection sheaves, and compensating sheaves.

**SPECIFIC COVERED ITEMS -- HYDRAULIC ELEVATORS**

Regularly and systematically examine, clean, lubricate, adjust and, when conditions warrant, repair or replace the following:

- Hydraulic Valves, including, but not limited to, valve parts, seals, seats, coils, filters and screens.
- Hydraulic Pumps, including, but not limited to, shafts, seals bearings, hydraulic motors, sheaves, belts, and cylinder head packing.
- Hydraulic piping, fittings and components related to the movement of the hydraulic cylinder.
- Machine Parts, including, but not limited to, worms, gears, sheaves, shafts, thrust bearings, brake drums, brake springs, brake magnets, brake shoes, governors, hoist motors, windings, armatures, brushes, brush rigging, commutators, hoist motor bearings, and all hoist motor wiring and wiring connections.
- All other mechanical or electrical equipment specific to hydraulic elevators operation and/or safety.

#### **HOURS OF SERVICE**

The Contractor shall perform all work hereunder, except emergency minor adjustment call-back service, during the regular working hours and the regular working days of the elevator trade.

Should the Owner request examination, cleaning, lubrication, adjustments, repairs, or replacements of elevator equipment be performed during other than regular working hours of the elevator trade, the Contractor shall absorb the straight time labor charges, and the Owner will compensate the Contractor for the overtime bonus hours at the Contractor's normal billing rates.

#### **CONDITIONS OF SERVICE -- GENERAL, ALL UNITS**

The Owner is to provide the Contractor with full and free access to the equipment to render service thereon.

Contractor shall maintain at all times the original contract speed in feet per minute. Perform all adjustments required to maintain the proper door opening and closing time, within limits of applicable codes. Check the operating system for each unit or group of units continuously and make necessary tests and corrections to ensure all circuits are correct and time settings are properly adjusted.

Contractor shall conduct periodic evaluations of equipment performance, including car



speed, door operations, riding quality, and car leveling. Following such evaluations, the Contractor shall perform adjustment, repairs, and replacements required to maintain manufacturer's operating performance. A copy of evaluations will be left with Owner and reviewed with him on request.

### **DOWNTIME FOR MAJOR REPAIRS**

If major repairs are required that will include one or more elevator cars to be out of service for more than 8 hours, contractor shall take all reasonable measures necessary to minimize the duration of said downtime. Examples of major repairs include, but are not limited to: hydraulic cylinder repair, motor replacement and/or re-winding, hoist way cable replacement, etc. Contractor shall provide owner with an accurate estimated schedule for all downtime events that exceed 8 hours in duration and discuss possible options for reducing said downtime.

### **EXCLUDED SERVICES**

The following items of elevator equipment, hoist way, and machine room enclosures are not included in this contract:

#### **ELEVATORS -- ALL**

1. Car enclosure, including side walls, interior paneling, handrails, bases, car tops, car lighting fixtures, reflectors, and drop ceilings, and if necessary, refinishing, repairing, or replacing these items.
2. Car fan, gates and/or doors, hoist way enclosure, rail alignment, hoist way doors, door frames, sills, hoist way gates, finished flooring, power feeder switches and their wiring and fusing, car light diffusers, light tubes or bulbs, smoke or heat sensors.
3. In-ground Hydraulic Cylinders

The Contractor shall be required to make all tests specified by governing code and ordinances, but shall not be required to install new enhanced 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.

### **CANCELLATION FOR DEFAULT**

If any default in the performance of the terms and conditions of this Agreement by either party continues uncorrected for sixty (60) days after receipt of written notice from the other party, stating the nature, specific location, and extent of the default, the party giving such notice may cancel the Service Agreement at that location by giving written notice of cancellation as of any date thereafter.

### **LIQUIDATED DAMAGES**

When an elevator is out of service for a period in excess of forty-eight (48) hours, due to Contractor's neglect or failure to comply with the provisions of this specification and should the Contractor fail to respond with a qualified service man under the time frame indicated herein, it is mutually agreed that the Owner may withhold as liquidated damages for each twenty-four (24) hour period thereof, the sum of Two Hundred Fifty Dollars (\$250.00) from the succeeding month's billing for each failure to timely respond to a request for service. Further, it is mutually agreed that this sum is set out as liquidated damages because of the impossibility of determining the amount of actual damages the Owner would suffer as a result of the Contractor's failure to comply with this provision.

### **TERMINATION OF PARTICULAR LOCATIONS**

In the event Owner shall sell, vacate, abandon, or otherwise dispose of or terminate a location to which this Agreement applies, all existing agreements for services from Contractor applicable to such location and this Agreement shall be cancelled as of the date such location is so terminated. Owner shall give Contractor written notice of such termination of a location within a reasonable time prior thereto.

Owner agrees to pay Contractor monthly in advance the quoted sum for services herein described. The Contractor reserves the right to terminate service if the Owner fails to make payments as specified herein. Contractor

Scott County also reserves the right to modify the contract by deleting and adding elevators in the event of elevator component remodeling.

### **WIRING DIAGRAMS, INSTRUCTION MANUALS, ETC.**

The Contractor agrees to furnish a complete set of electrical wiring diagrams for all the equipment covered by this contract, together with all supplemental information, such as instruction manuals, lubrication charts, etc., that pertain to the equipment covered in this agreement.

Should the Contractor not have this information available, the Owner agrees to furnish this information to the Contractor, to the extent available, at the Contractor's expense. However, requiring that the Contractor provide this information shall be considered part of his previous experience with this specific type of equipment.

### **MAINTENANCE PROCEDURES**

The scheduling, frequency, and performance of the maintenance service procedures specified above shall be carried out in accordance with established industry practices, standards and procedures.

## **COST ADJUSTMENTS**

The price of the contract may be adjusted annually to compensate for changes in the direct cost of labor employed and materials used in the performance of the services specified. The adjustments, if any, shall be based upon costs in effect at the end of each contract year and shall become effective at the start of the new contract year.

These annual adjustments shall be computed in the following manner and included as part of the Contractor's proposal:

80% of the contract price shall be adjusted by the percentage of change in the direct cost of Elevator Inspector Mechanics employed in the regular performance of this contract. The "direct cost" of labor is defined as the actual straight time hourly rate of pay plus the hourly cost of all fringe benefits paid by the company to the employee or to his union in his behalf. Costs incurred by the Contractor for its benefit or protection are not included.

20% of the contract price shall be adjusted by the percentage of change in the index published by the U.S. Department of Labor, Bureau of Statistics, known as the "Wholesale Commodity Prices for Metals and Metal Products" index. The price of the contract is based upon this index for the month as specified in the Contractor's proposal which will be so stated as the first annual adjustment to the contract price and shall be calculated by comparing the index stated above with the index published for the twelfth month of the first contract year. Subsequent annual adjustments shall be calculated by comparing the index for the final month of the current contract year with the index for the final month of the last previous contract year. The annual adjustment, if any, shall be computed to the nearest even dollar.

## **ADDITIONAL PROVISIONS**

The contract as described herein shall constitute the entire agreement between the parties and all prior representations and agreements, whether written or oral, are merged herein.

The Contractor does not assume possession, management, or control of any part of the equipment. The Contractor shall not, in any event, be responsible for or liable for any loss or damage resulting from the overloading and/or misloading of elevator, escalator, or other device covered by this contract and its rated capacity or operation of said equipment, or for any loss, damage, detention, delay, or for any failure to perform resulting from accidents, strikes, lock-outs, fire, explosions, water, flood, wind, malicious mischief, war, acts of civil or military authority, insurrection, riot, act of God, or any consequential damage.

The Owner agrees (except during periods of the inspection and work required by the terms of this contract, when and if the Company's employees actually take charge of the equipment), the control over, the management, observation, and operation of the equipment is and remains the full and sole responsibility of the Owner. The Owner shall immediately shut down and remove any equipment from service when it appears to the Owner to be unsafe or operating in a manner which might cause injury to anyone using said equipment; and they will give the Contractor written notice within a reasonable period of time of any accident, alteration, or change affecting the equipment covered by this contract.

The contract shall be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties hereto.

The Agreement shall become a valid and binding contract only when accepted and signed by Owner as described herein; when subsequently approved and signed by an officer of the Contractor. This contract shall not be changed, modified, or terminated and none of its terms or conditions shall be waived orally, but only in writing signed by the Owner and by an officer of the Contractor. A waiver at any time of any of the terms and conditions of this contract shall not be considered a modification, cancellation, or waiver of such terms and conditions.

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