

DOCUMENT 00 91 13.01 – ADDENDUM NO. 1

PART 1 - GENERAL

ADDENDUM NOTICE

- A. This Addendum is issued by Walker-Coen-Lorentzen, Architects, Inc. to all known bidders before receipt of proposals for the purpose of explaining, interpreting or modifying the original plans and specifications. When enumerated by the bidder upon the Bid Form the information or instructions given will be equally binding on all parties as if included in the original Bid Documents.

1. Bidders must enter the Addendum Number of this Addendum on the Bid Form.

1.2 ADDENDUM ITEMS

A. **GENERAL**

1. Elevator Inspector's Notes
 - a. Elevator consultation notes for the Scott County Courthouse and Administration Center from November 8, 2017 by Todd Reed, Elevator Inspector are included in this addendum (3 pages).
2. Bid Submission
 - a. The bid submission date and time has been changed to May 29, 2018 at 11:30am.
3. Site Examination
 - a. Additional visits have been scheduled for:
 1. May 7, 2018; 9:00am
 2. May 15, 2018; 11:30am
 - b. Meet in conference room 605A of the Scott County Administration Center, 600 West Fourth Street, Davenport, Iowa 52801

B. **DRAWINGS**

None at this time

C. **SPECIFICATIONS**

1. Section 00 21 13 – Instructions to Bidders
 - a. **REPLACE** section 00 21 13 Instructions to Bidders in its entirety with the one included in this addendum (6 pages). Not new bid, walk-through and construction dates.
2. Section 00 41 00 – Bid Form
 - a. **REPLACE** section 00 41 00 Bid Form in its entirety with the one included in this addendum (2 pages). Note new construction commencement and completion dates, and added Alternate #4.

3. Section 01 23 00 – Alternates
 - a. **REPLACE** section 01 23 00 Alternates in its entirety with the one included with this addendum (16 pages). Note added Alternate #4.

END OF ADDENDUM NO. 1.

Scott County Courthouse and Administration Center
Elevator Consultation
November 8, 2017

Machine Room

1. **ASME A17.1 2.7.2.1** A clear path of not less than 18" shall be provided to all components that require maintenance.
2. **ASME A17.1 2.7.9.1** Illumination of the machinery space shall be 19 (fc) at the floor level.
3. **ASME A17.1 2.7.9.2** The machine room shall be provided with natural or mechanical means to keep the ambient air temperature and humidity in the range specified by the elevator equipment manufacturer to ensure safe and normal operation of the elevator.
4. **ASME A17.1 2.8.5.5** There shall be no exposed gears, sprockets, belts, pulleys, or chains.
5. **ASME A17.1 2.7.3.1.3** Access to other locations within the building or access to machinery and equipment not related to elevators through the machine room shall not be permitted.
6. **ASME A17.1 2.27.1.1.4** Where the elevator rise is 60' or more, a two-way voice communication means within the building accessible to emergency personnel shall be provided.
7. **ASME A17.1 8.6.4.8.2** Articles or materials not necessary for the maintenance or operation of the elevator shall not be in the elevator machine room.
8. **ASME A17.1 8.6.1.6.5** Provide an ABC type fire extinguisher in the elevator machine room.
9. **NFPA 70 620.23 (c)** At least one 125-volt, single phase, 15 or 20 amp duplex receptacle shall be provided in each machine room.
10. **NFPA 70 620.22 (a)** A separate branch circuit shall supply the car lights, receptacle, auxiliary lighting power source, and ventilation on each elevator car. The overcurrent device protecting the branch circuit shall be located in the elevator machine room.
11. **NFPA 70 620.51** A single means for disconnecting all ungrounded main power supply conductors for each unit shall be provided and shall be an enclosed externally operable fused motor circuit switch or circuit breaker capable of being locked in the open position, and located within sight of the motor controller.
12. **NFPA 70 620.21** Conductors and optical fibers located in the elevator machine room shall be installed in rigid metal conduit, intermediate metal conduit, electrical metallic tubing, or rigid nonmetallic conduit.

Elevator Pit

1. **ASME A17.1 2.2** Provide a pit ladder for each elevator in accordance with ASME A17.1 2.2.2.
2. **ASME A17.1 2.2.5** The pit lighting shall provide an illumination of not less than 10 (fc) at the pit floor.
3. **IOWA CODE 89A 72.13(3)** Sump pump exemption. The provisions of ASME A17.1 that require a pit sump or drain shall not apply to an elevator alteration when all of the following criteria are met:
 - a. No other code or rule requires that the pit be excavated or lowered.
 - b. The alteration plans do not include the excavation or lowering of the pit floor for any other reason.
 - c. There is evidence that groundwater has not entered the pit previously.
 - d. The location and geology of the building indicate a likelihood that groundwater would enter the pit if the foundation or pit floor were breached to install the pit sump or drain.
 - e. A description of alternative means to maintain the pit in a dry condition is provided to the labor commissioner with the alteration permit application.
 - f. The labor commissioner approves the alternative means to maintain the pit in a dry condition.
 - g. The alternative means to maintain the pit in a dry condition are installed or implemented as described in the alteration permit application.
4. **IOWA CODE 89A 72.13(4)** Pit excavation exemption. The full length of the platform guard set forth in ASME A17.1, Rule 2.15.9.2(a), shall not be required if all of the following criteria are met:
 - a. No other code or rule requires that the pit be excavated or lowered.
 - b. The alteration plans do not include the excavation or lowering of the pit floor for any other reason.
 - c. A full-length platform guard would strike the pit floor when the elevator is on its fully compressed buffer.

d. The clearance between the bottom of the platform guard and the pit floor is 2.5 centimeters (1 inch) when the elevator is on its fully compressed buffer.

CAR TOP

1. **ASME A17.1** Provide an escape hatch switch.
2. **OSHA 29CFR Part 1926 Subpart M** Provide a standard railing on the car top where the horizontal distance from the edge of the car top to the hoistway wall exceeds 12"

Miscellaneous

Provide braille plates on all jambs per A117.

Patch holes in machine room floor.

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS
Reissued in Addendum #1 with new dates

SUMMARY

1.01 DOCUMENT INCLUDES

- A. Invitation to Bid, and other relevant information and requirements.

1.02 RELATED DOCUMENTS

- A. Document 01 10 00 - Summary.
- B. Document 00 11 13 - Advertisement for Bids.
- C. Document 00 41 00 - Bid Form.

INVITATION

2.01 BID SUBMISSION

- A. Bids for the Scott County Courthouse and Administration Center Elevator Modernization project, signed and under seal, executed, and dated will be received at the office of Scott County Administrative Center Reception Desk, 6th Floor at Scott County Administrative Center; 600 West Fourth Street, Davenport, Iowa 52801 before 11:30 a.m. local standard time on the 29th day of May 2018.
- B. Offers submitted after the above time shall be returned to the bidder unopened.
- C. Offers will be opened publicly immediately after the time for receipt of bids in Conference Room 605A.
- D. Successful bidders will be notified of award by June 15, 2018.

2.02 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete a modernization of four elevators (two at the Scott County Courthouse and two at the Scott County Administrative Center) located at (respectively) 400 and 600 W 4th Street, Davenport, Iowa for a Stipulated Sum contract, in accordance with the Contract Documents.

2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises building construction, site development, renovation, and demolition, including general construction, structural, mechanical, and electrical Work.
- B. Location: existing Courthouse and Administration buildings located at 600 and 400 West Fourth Street, Davenport, Iowa 52801.

2.04 CONTRACT TIME

- A. Perform the Work within the time stated in Section 00 41 00 - Bid Form.
- B. The bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Information Available to Bidders, Bid Form Supplements To Bid Forms and Appendices identified.
- B. Contract Documents: Defined in AIA A201 Article 1 including issued Addenda.
- C. Bid, Offer, or Bidding: Act of submitting an offer under seal.
- D. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

3.02 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Project Number 17-022, as prepared by Walker Coen Lorentzen Architects and HBK Engineering, and with contents as identified in the Table of Contents of the Project Manual and Index of Sheets on the Drawings.

3.03 BIDDER'S REPRESENTATIONS

- A. The Bidder by making a Bid represents that:
 - 1. The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
 - 2. The Bid is made in compliance with Bidding Documents.
 - 3. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
 - 4. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

3.04 AVAILABILITY

- A. Bid documents may be obtained at Rapids Reproductions at 3872 Elmore Avenue, Davenport, IA. 52807; (800) 383-1223.
 - 1. Up to two sets of Bid Documents can be obtained by general contract and subcontract bidders upon receipt of a refundable deposit, by certified check, or current MBI card, in the amount of \$100 for one set.
 - 2. Qualified plan houses receive all-branch sets free of charge, provided they log all usage of the documents and return to Rapids Reproductions within fourteen (14) days after bidding.
 - 3. Hardcopy sets of Bid Documents can be obtained by bidders from Rapids Reproduction.
 - a. General Contractors shall be limited to two (2) sets each. Mechanical and Electrical Contractors shall be limited to one (1) set each.
 - 4. A second, non-refundable check for \$20 made out to the printer shall be included if shipping is desired.
 - 5. Deposit will be refunded if Bid Documents are returned complete, undamaged, unmarked and reusable, within fourteen (14) days of bid submission. Failure to comply will result in forfeiture of deposit.
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.
- C. Bidder shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- D. Addenda will be available online at: dfs.rapidsrepro.com. If a contractor, subcontractor, or supplier does not have Internet access; please call Rapids Reproductions, 1-800-383-1223, to make alternative arrangements.
 - 1. Go to dfs.rapidsrepro.com on the Internet.
 - 2. Click on the WCL logo.
 - 3. Click on "Register Now" towards the bottom of the screen.
 - 4. Click "I Accept" on the End User License Agreement.
 - 5. Enter your email address and click on "Continue."
 - 6. Fill in the required "Personal Information" and click on "Continue."
 - 7. Check your email for your "User ID" and "Password".
 - 8. Click "Continue" and login with your "User ID" and "Password".
 - 9. Direct any questions to: 1-800-383-1223.
- E. Call WCL Architects, 515-321-8017, for questions regarding availability of plans.

3.05 EXAMINATION

- A. Bid Documents may be viewed at the office of Architect which is located at 136 South Dubuque Street, Iowa City, IA 52240.
- B. Bid Documents are on display at the offices of the following construction plan rooms:
 - 1. CMD (online plan room) (800) 424-3996.
 - 2. Dodge Data and Analytics (online plan room); ph. (877) 784-9556.
<http://dodgeprojects.construction.com>.
 - 3. Illowa Builders Exchange (Plan Room in Rock Island) (309) 788-9260.
 - 4. iSqFt (online plan room); ph. (800)364-2059; www.isqft.com.
 - 5. Master Builders of Iowa, 221 Park St. Des Moines, IA, 50306, 515-288-8904; Construction Update Online Plan Room; <http://www.mbionline.com>.
 - 6. McGraw-Hill Construction, 3872 Elmore Avenue, Davenport, IA 52807, (563) 355-1250.
 - 7. Rapids Reproduction; 872 Elmore Avenue, Davenport, IA. 52807; ph (800) 383-1223.
 - 8. Rapids Reproduction/Technigraphics, 415 Highland Ave, Suite 100, Iowa City, IA; 52240 ph: 319-354-5950 /800-779-0093.
- C. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
- D. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

3.06 INQUIRIES/ADDENDA

- A. Direct questions to Dan Rice, drice@realizeyourvision.net; (phone) 515-321-8017, or the design professionals identified within the Project Directory (drawing cover sheet).
- B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect error, inconsistencies or ambiguities discovered.
- E. Clarifications requested by bidders must be in writing not less than 5 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients and plan holders.
- F. Each bidder shall indicate receipt of addendum on bid form.

3.07 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 7 days before receipt of bids.
- B. When a request to substitute a product is made, Architect may approve the substitution and will issue an Addendum to known bidders.
- C. The submission shall provide sufficient information to determine acceptability of such products.
- D. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- E. In submission of substitutions to products specified, bidders shall include in their bid all changes required in the Work and changes to Contract Time and Contract Sum to accommodate such substitutions. A later claim by the bidder for an addition to the Contract Time or Contract Sum because of changes in work necessitated by use of substitutions shall not be considered.
- F. Provide products as specified unless substitutions are submitted in this manner and accepted.
- G. See Section 01 60 00 - Product Requirements for additional requirements.

SITE ASSESSMENT

4.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid.
 - 1. Extra costs for Work not identified on the drawings, but clearly visible, will not be considered.
- B. A visit to the project sites has been arranged for bidders as follows: immediately following the Pre-Bid Conference.
 - 1. ~~Additional visits will not be made available.~~ Additional visits have been scheduled for:
 - a. May 7, 2018; 9 am.
 - b. May 15, 2018; 11:30 am.
 - 2. Meet in conference room 605A of the Scott County Administration Center, 600 West Fourth Street, Davenport, Iowa 52801.

4.02 PREBID CONFERENCE

- A. A bidders conference has been scheduled for 11:30 a.m. on the 1st day of May 2018 at the location of the Scott County Administration Center, 600 West Fourth Street, Davenport, Iowa 52801.
- B. PreBid Conference or walk-through attendance is mandatory for all General Contractors, and Subcontract bidders and suppliers are also invited to attend.
- C. Representatives of Architect and Engineers will be in attendance.
- D. Summarized minutes of this meeting will be circulated to attendees. These minutes will not form part of the Contract Documents.
- E. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

QUALIFICATIONS

5.01 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of financial position, license to perform work in the State.

5.02 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.
- B. Refer to General Conditions.

BID SUBMISSION

6.01 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit two copies of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.
- D. An abstract summary of submitted bids will be made available to all bidders following bid opening.

6.02 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.

- C. Failure to provide security deposit, bonding or insurance requirements may, at the discretion of Owner, be waived.
- D. Bids are by invitation, only from selected bidders. Bids from unsolicited bidders may be returned.

BID ENCLOSURES/REQUIREMENTS

7.01 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 10 percent of the Bid Amount on AIA A310 Bid Bond Form, or standard surety company form, or a certified bank check for ten (10) percent of bid amount made payable to the Owner.
- B. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- C. Include the cost of bid security in the Bid Amount.
- D. After a bid has been accepted, all securities will be returned to the respective bidders and other requested enclosures.
- E. If no contract is awarded, all security deposits will be returned.

7.02 PERFORMANCE ASSURANCE

- A. Include the cost of Performance and Payment Bonds in the Bid Amount and identify the cost when requested.
- B. Accepted Bidder: Provide a Performance and Payment bond as follows:
 - 1. Provide a 100 percent Performance Bond on AIA A312, or standard surety form.
 - 2. Provide a 100 percent Payment Bond on AIA A311, or standard surety form.

7.03 INSURANCE

- A. Provide executed "Certificate of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the Contract Documents within ten (10) days after the acceptance of bid.

7.04 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.

7.05 SALES AND USE TAXES

- A. This is a sales tax-free construction project. Bidders shall NOT include state sales taxes in their proposals. The Owner will issue a state sales tax exemption certificate for all materials purchased for the project and will issue the appropriate tax exemption certificates and authorization letters to the Contractors and all subcontractors performing work on the project. Tax exemption certificates are applicable only for the specific project for which the certificates are issued. The Contractors shall provide a listing to the Owner of all appropriate subcontractors which are qualified to use the tax exemption certificate. The Contractors and subcontractors may make copies of the tax exemption certificate and may provide a copy to each supplier providing construction material. Materials for this contract may then be purchased free from sales tax. Suppliers shall retain this certificate for at least three years.

OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of forty five (45) days after the bid closing date.

8.02 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers and to waive any irregularities or informalities.

- B. After acceptance by Owner, the Architect will issue a written Notice to Proceed to the successful bidder on behalf of Owner.

END OF SECTION

SECTION 00 41 00

BID FORM

Reissued in Addendum #1 with new dates

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Scott County Board of Supervisors (Owner)
Scott County Administration Center
600 West Fourth Street
Davenport, IA 52801

1.02 FOR:

- A. Project: Scott County Elevator Modernization
Four Elevators in two locations: two at the Courthouse at 400 W 4th Street and two at the Administration Center at 600 W 4th Street
Davenport, Iowa 52801
- B. Walker Coen Lorentzen Architects Project Number: 17-022

1.03 DATE: _____ (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name _____
 - 1. Address _____
 - 2. City, State, Zip: _____
 - 3. Phone: _____

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Walker Coen Lorentzen Architect and HBK Engineering for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. _____ dollars
(\$ _____), in lawful money of the United States of America.
- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. All applicable federal taxes are excluded and State of Iowa taxes are excluded from the Bid Sum.
- E. We have included an executed Certificate of Insurance as required by the Instructions to Bidders.
- F. We have included the required OSHA safety rating / record of reportable instances as required by the Instructions to Bidders.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty-five (45) days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven (7) days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven (7) days of receipt of Notice of Award.
 - 3. Commence work on or around July 2, 2018.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work (obtain substantial completion) in two phases:

1. Complete Phase 1 (Administration Building) by the 21st day of January 2019.
2. Complete Phase 2 (Courthouse) by the 6th day of May 2019.

1.08 ALLOWANCES - SEE SECTION 01 2100

- A. A construction contingency has been established for this project and is to be included in the bid amount as an allowance.
- B. An allowance has been assigned for the Contractor to procure code-required testing and inspections.

1.09 ALTERNATES - SEE SECTION 01 2300

- A. Alternates are identified by number and describe the basic changes to be incorporated into the Work only when that Alternate is made a part of the Work by specific provisions in the Owner-Contractor Agreement. Bidder, in submitting his bid proposal, shall include, in addition to his base bid, the following alternates. The numerical order of listing these alternates does not necessarily imply their priority. The Owner may decide to use any one or more of all the items. Coordinate pertinent related work and modify surrounding work as required to properly integrate the work under each Alternate and to provide the complete construction required by the Contract Documents.
- B. Alternates identified on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted alternates will be identified in the Owner-Contractor Agreement.
- C. Bidder, in submitting his bid proposal, shall include, in addition to his base bid, the following alternates:

1. **ALTERNATE NO. 1: Replace ASU-3.**
 ADD or DEDUCT the Sum of : _____ DOLLARS (\$ _____)

2. **ALTERNATE NO. 2: DDC Control System.**
 ADD or DEDUCT the Sum of : _____ DOLLARS (\$ _____)

3. **ALTERNATE NO. 3: Elevator Maintenance and Service Contract.**
 ADD or DEDUCT the Sum of : _____ DOLLARS (\$ _____)

3. **ALTERNATE NO. 4: Extended Elevator Maintenance and Service Contract.**
 ADD or DEDUCT the Sum of : _____ DOLLARS (\$ _____)

1.10 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 1. Addendum # _____ Dated _____.
 2. Addendum # _____ Dated _____.
 3. Addendum # _____ Dated _____.
 4. Addendum # _____ Dated _____.

1.11 BID FORM SIGNATURE(S)

- A. _____
 (Bidder - print the full name of your firm)
- B. _____
 (Authorized signing officer, Title)

END OF SECTION

SECTION 01 23 00

ALTERNATES

Reissued in Addendum #1

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.
- B. Procedures for pricing Alternates.
- C. Documentation of changes to Contract Sum and Contract Time.

1.02 RELATED REQUIREMENTS

- A. Document 00 21 13 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.

1.03 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.04 SCHEDULE OF ALTERNATES

- A. Alternate No. 01 - Replace ASU-3 :
 - 1. Base Bid Item: No work to ASU-3.
 - 2. Alternate: Demolish and Remove existing ASU-3 in Scott County Courthouse Penthouse and replace with new packaged air handling unit. Tie into existing Tracer Ensemble System.
- B. Alternate No. 02 - DDC Control System:
 - 1. Base Bid Item: Leave the existing pneumatic controls in place with no work.
 - 2. Alternate: Upgrade existing Pneumatic Controls to DDC Control System for ASU-3 & ASU-4, including 8 VAV box dampers and actuators, 8 VAV box steam coil control valves.
- C. Alternate No. 03 - Elevator Maintenance and Service Contract:
 - 1. Base Bid Item: No maintenance contract included.
 - 2. Alternate: Provide cost for a maintenance contract for the period of July 1, 2019- June 30, 2020 to cover the 4 elevators installed plus all of Scott County's existing equipment.
 - a. See following contract specification for all requirements.
 - b. See Attachment A at the end for listing of equipment and equipment locations.
 - c. All work to be completed during normal Scott County business hours (8-4:30, M-F), unless other mutually agreeable arrangements are made in advance. Scott County is under no obligation to accommodate non-business hour arrangements.
 - d. The systems can be viewed by contacting Chris Still, Facility & Support Services, (563)328-3249 for an appointment.
- D. Alternate No. 04 - Extended Elevator Maintenance and Service Contract:
 - 1. Base Bid Item: No maintenance contract included.
 - 2. Alternate: Provide cost for a maintenance contract for a 5-year period from July 1, 2019- June 30, 2024 to cover the 4 elevators installed plus all of Scott County's existing equipment.
 - a. See following contract specification for all requirements.
 - b. See Attachment A at the end for listing of equipment and equipment locations.
 - c. All work to be completed during normal Scott County business hours (8-4:30, M-F), unless other mutually agreeable arrangements are made in advance. Scott County is under no obligation to accommodate non-business hour arrangements.
 - d. The systems can be viewed by contacting Chris Still, Facility & Support Services, (563)328-3249 for an appointment.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

ELEVATOR MAINTENANCE AND SERVICE CONTRACT

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 traction elevator specification, the corresponding hydraulic elevator specification document and any addendum issued as part of this solicitation process. The submission of a proposal based on the traction and hydraulic specification including any addendum constitutes agreement to comply with said specifications unless clearly indicated exceptions are noted directly on the quote.

LENGTH OF CONTRACT

The service specified herein will be furnished from July 1, 2019 and shall continue for a period as stated in Part I above ~~of four years until June 30, 2020~~. 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.

INSURANCE

The Contractor shall submit with his quote a statement of intent to provide insurance in accordance with terms and conditions required herein. NO quotes 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 quote 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.

INSURANCE REQUIREMENTS

The Contractor shall have in force during the period of this contract, insurance as listed below:

- A. Bodily Injury and Property Damage Insurance: The CONTRACTOR shall take out and maintain during this contract, bodily injury and property damage liability insurance under a comprehensive general form and automobile injury and property damage insurance under a comprehensive general form.

The required limits of this insurance shall not be less than:

<u>General Liability:</u>	
Personal Injury - each person	\$1,000,000
Personal Injury - each occurrence	\$1,000,000
Personal injury - Aggregate	\$1,000,000
Personal Damage - each occurrence including Broadform Liability Extension	\$1,000,000
 <u>Automobile Liability - Owner, Non-Owned and Hired Vehicles:</u>	
Personal Injury - each person	\$1,000,000
Personal Injury - each occurrence	\$1,000,000
Personal Damage - each occurrence	\$1,000,000

The above insurance shall cover the contractor's employees, the public and Scott County employees while in the buildings and on the grounds of Scott County.

- B. Certificates of Insurance: The CONTRACTOR shall deliver to Facility & Support Services, **Scott County Administrative Center, 600 West Fourth Street, Davenport, IA 52801**. Certificates of insurance covering all above insurance in duplicate. Such certificates shall provide ten days prior notice by registered mail of any material change in, or cancellation of this insurance. CONTRACTOR shall maintain this coverage on a standard CGL form for the benefit of Owner and the general public throughout the term of this agreement, and if a carrier or policy is changed, CONTRACTOR shall provide Owner with a replacement Certificate of Insurance.
- C. Contractual Liability Insurance: The CONTRACTOR shall take out and maintain during this contract, liability insurance.
- D. Products and Completed Operations Liability Insurance: The CONTRACTOR shall also take out Products and Completed Operations Liability Insurance of limits not less than any of the above limits specified in these qualifications.

E. Workmen's Compensation and Employer's Liability:

- (1) The CONTRACTOR shall maintain during this contract, the statutory workmen's compensation and employer's liability insurance for all his employees to be engaged in the maintenance work under the contract.
- (2) The amount of Employer's Liability Insurance shall not be less than One Million (\$1,000,000).

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	Semi-Monthly

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 contractor's 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 in with Facility & Support Services reception desk, located at 600 W 4th Street, sixth floor arriving and leaving the building. Copies of mechanic's time tickets, verifying time spent each visit, shall be left with Facility & Support Services reception desk or the maintenance supervisor.

QUALIFICATION OF CONTRACTOR

The Contractor must show they have ample previous experience maintaining comparable equipment to be able to provide the necessary preventive maintenance to maintain the elevator equipment in first class condition. At least two (2) mechanics shall have previous experience with computer logic equipment. Specify name(s) of primary route mechanic(s) for this project, along with brief resume. 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.

The Contractor must provide with this quote 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 quote 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.

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 firm 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 City, 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, and telephone number. Firms will not be considered 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 inventory shall include, but not be limited to, the following:

- 1 1000 VA Transformer
- 1 Pulse Distribution P.C.B.
- 3 Overload Relays
- 1 Armature Cooling Fan
- 1 spare pump
- 1 set belts for pump to motor
- 1 set jack packing, each size
- 1 Field Power Distribution P.C.B.
- 1 Linear Acceleration/Deceleration P.C.B.
- 1 Precise Reference P.C.B.
- 2 Multiple Operational Amplifier P.C. Board
- 1 Performance Comparitor P.C.B.
- 1 6 Pulse Firing P.C.B.
- 1 door operator motor
- 1 set door operator belts

1	set door operation rectifiers
6	control relays, each size
1	Complete Infrared Array Edge Assembly
1	car stop switch
1	set car pushbuttons
1	set hall pushbuttons, each kind
1	limit switch
1	hoistway door interlock
2	interlock door hanger rollers
6	car door hanger rollers
8	motor brushes of each type
12	Hoistway Door Hanger Rollers
6	Reel Closures
12	Door Pick-Up Rollers
6	Electrical/Mechanical Hoistway Door Interlocks
6	Static Floor Selector Switches (M F S)
6	Magnetic Leveling Units
1	lot of logic controller boards for each type in service

EXAMINATION OF PREMISES

Contractor shall be held to have examined the premises and satisfied himself as to the existing conditions under which he will be obligated to operate in performing his 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 and, in the case of running safety tests, prior notification 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.

EMPLOYEES OF CONTRACTOR TO BE SATISFACTORY

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

Service/Repair Technicians (Service Technicians working in Scott County owned facilities) will be required to provide information for a background check including but not limited to full name, date of birth, social security number, race, sex, drivers license number and state of issuance. The background check will be performed by the owner and no cost to the contractor. Scott County reserves the right to prohibit a Contractor's employee from working in a Scott County owned facility based on information received via

the background check. This decision is not subject to appeal and specific information obtained from a background check will be kept confidential and will not be released to the Contractor or the individual employee.

While in Scott County owned buildings, service technicians are required to prominently display a photo ID that has been issued by Scott County Facility & Support Services. This photo ID shall not be used in any other manner; it will remain the property of Scott County, and must be returned at end of contract or if employee is terminated or reassigned by the contractor and no longer services Scott County equipment. Service Technicians agree to follow all terms and conditions as set forth by Scott County with regards to issuance of said photo ID. Necessary keys will be provided at start of the contract and must be returned to Facilities and Support Services at end of contract. Key duplication by contractor is strictly prohibited; any lost keys must be immediately reported to the Maintenance Coordinator.

EXTENT OF COVERAGE

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.

ROUTINE PREVENTIVE MAINTENANCE WORK

All items as shown in Exhibit A 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.

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.

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). (see exhibit A)

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 hoistway 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 hoistways, 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 hoistway and related equipment including rails, inductors, hoistway 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 ensure 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.

EXCLUDED SERVICES

The following items of elevator equipment, hoistway, 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, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway 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, or to perform cleaning of cab interior and exposed sills.

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 future billings 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.

Contractor will provide one consolidated invoice with the pricing broken out per location. Please indicate in your proposal if there is any type of discount to the owner if they choose to pay for an entire year (July 1st through June 30th) in one lump sum payment.

Scott County also reserves the right to modify the contract by deleting and adding elevators, elevator stops, etc in the event of building or 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 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 that (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.

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 workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- C. Scott County reserves the right to re-solicit for proposals for this project at any time in the future. By submitting a proposal, each CONTRACTOR acknowledges these rights and authorizes Scott County to exercise them should the situation warrant.

ATTACHMENT A

TRACTION ELEVATORS LOCATED AT:

ADMINISTRATIVE CENTER – 600 West Fourth Street, Davenport - 2 total

1. 2 Elevators; 6 stops each, front openings only

COURTHOUSE – 400 W 4 St, Davenport - 2 total

1. 2 Elevators; 4 stops each, one with front and rear doors

HYDRAULIC ELEVATORS LOCATED AT:

SCOTT COUNTY JAIL – 400 W. 4th Street, Davenport - 4 total

1. 2 Elevators; 5 stops each, one with side doors West car only has 4 stops (Service Elevators)
2. 2 Elevators: 3 stops each (Inmate/Staff Elevators)

COURTHOUSE – 400 W 4 St, Davenport- 1 total

1. 1 Elevator: 4 levels, 3 stops (secure/ prisoner) will be adding a 4th stop during contract period.

SCOTT COUNTY ENTRANCE PAVILLION - 400 W 4 St, Davenport - 1 total

1. 1 Elevator, 2 levels, 2 stops

END OF SECTION