City of Birmingham
A Walkable Community

MEMORANDUM

Building Maintenance

DATE: **February 2, 2015**

TO: **Joseph A. Valentine, City Manager**

FROM: **Carlos Jorge, Building Superintendent**

SUBJECT: **Baldwin Public Library Freight Elevator Renovation**

In the past few years we have been monitoring the Freight Elevator located at Baldwin Public Library building. It got to the point that this unit needs to be upgraded. The reasons for upgrade, are because it is becoming hard and expensive to keep in operation due to age, also finding components and replacements parts is difficult.

The City hired Dennis Christiaens from National Elevator Consultants, Inc. to develop the specifications, bid documents and qualifications of bidders and to provide a report after reviewing all bids received for this project.

The City went to bid for a firm to install the upgrades for the Freight Elevator. Interested firms were required to register to attend a mandatory pre-bid meeting. The pre-bid meeting was scheduled to review, tour the facility and answer any questions regarding the request for proposal. Five interested firms attended.

Three participants submitted a bid, and they were:

Kone, Inc. for $ 122,800.00
Great Lakes Elevator, for $ 109,200.00
Detroit Elevator for $ 105,636.00

All bids have been reviewed for compliance with the City's request for proposal (RFP).

After reviewing all bids, the two low bidder's submittals have exceptions and modifications to the requirements outlined in the RFP.

It is recommended to award the Baldwin Public Library Freight Elevator Renovation to Kone, Inc., for $ 122,800.00 consistent with the bid specifications.

Once this contract is awarded, the contractor will need about ten weeks to have all the necessary components manufactured. Once work begins, the reconstruction of the elevator cab and all related machinery will take approximately three weeks.

This expenditure was not anticipated when the fiscal year 2014-2015 budget was developed. Therefore, a budget amendment will be necessary.

SUGGESTED RESOLUTION:

To approve the agreement with Kone, Inc. in the amount not to exceed $ 122,800.00 to perform the Baldwin Public Library Freight Elevator Renovation. Further, to direct the Mayor and City Clerk to sign the agreement on behalf of the city, and further approving the appropriation and amendment to the 2014-2015 General Fund budget as follows:

Revenue:	
Draw from Fund Balance #101-000.000-400.0000	$122,800
Total Revenue Adjustment	$122,800
Expenditure:	
City Property Maintenance- Library #101-265.002-977.0000	$122,800
Total Expenditure Adjustment	$122,800

NATIONAL ELEVATOR CONSULTANTS, INC.

7397 AQUA ISLE
ALGONAC, MI 48001-4203
Toll Free 1-866-241-6324 Fax: 810-794-2343
est. 1974

January 28, 2015

Mr. Carlos Jorge
City of Birmingham
151 Martin Street
Birmingham, MI 48012

SUBJECT: Birmingham Library Sidewalk Lift

Dear Mr. Jorge

National Elevator Consultants, Inc. has reviewed the bids submitted for the upgrade of the Birmingham Baldwin Library Sidewalk lift and would like to make the following award recommendation.

Based on a May 15th 2015 completion date and the complete bid price (as specified) of $122, 800. Dollars, National Elevator Consultants recommends the bid be awarded to Kone Elevator Co.

This bid to include one year of free maintenance as confirmed by Kone Elevator Co. in the attached letter.

Respectfully,

Dennis Christiaens
Dennis Christiaens
National Elevator Consultants, Inc.

KONE

Elevators Escalators

Jan 27, 2015

City of Birmingham

151 Martin Street

Birmingham, MI 48012

ATTN Carlos Jorge

RE: Library Freight Elevator renovation Delivery

Dear Sir:

In the original bid proposal we submitted a date of completion around July 15, 2015. We spoke with our supplier, Gillespie Corp, and told them of the urgency associated with the project and were able to get assurances of an expedited schedule. If we were to receive a contract around February 1, 2015 I can issue them a Purchase Order and receive preliminary drawings. They will send approval drawings in five days or less. The elevator consultants will work with us on this quick turn around. If this were to happen by Feb 16, the entire unit can be fabricated and ship in ten weeks and possibly quicker which would put delivery the week of April 20th. We could commence upon receipt and should have the unit completed and installed by May 15. It may be done quicker based on the delivery assurance but I 'd feel more confident offering this date and hopefully exceeding this.

We did include one year free maintenance from the date of acceptance.

If you have any questions please contact me.

Sincerely,

Kevin Strasser

KONE Elevator

REQUEST FOR PROPOSALS
For Baldwin Public Library Freight Elevator Renovation

Sealed proposals endorsed **"Library Freight Elevator Renovation"**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until 2:00 p.m. on Thursday, January 15, 2015 after which time bids will be publicly opened and read.

Bidders will be required to attend a mandatory pre-bid meeting on Thursday, December 11, 2014 at 9:00 a.m. at the Birmingham Municipal Building. Bidders must register for the pre-bid meeting by Tuesday, December 9, 2014 by contacting Carlos Jorge at 248.530.1882.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide all labor, materials, removal and installation of equipment required and accessories necessary to renovate of the Freight Elevator to the Baldwin Public Library. This work must be performed as specified accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at http://www.mitn.info or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, Attention : Carlos Jorge.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

Submitted to MITN:	November 20, 2014
Mandatory Pre-Bid Meeting:	**Thursday, DECEMBER 11, 2014 AT 9:00 A.M.,** 151 Martin Street Birmingham, MI 48009
Deadline for Submissions:	2:00 p.m. on Thursday, January 15, 2015
Contact Person:	Carlos Jorge P.O. Box 3001, 151 Martin Street Birmingham, MI 48012-3001 Phone: 248.530.1882 Email: cjorge@bhamgov.org

REQUEST FOR PROPOSALS
For Baldwin Public Library Freight Elevator Renovation

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INTRODUCTION

For purposes of this request for proposals the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Contractor."

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to furnish all labor, materials, removal and installation of equipment required and accessories necessary to renovate the Freight Elevator at the Baldwin Public Library. This work must be performed as specified accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

During the evaluation process, the City reserves the right where it may serve the City's best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by January 2015. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide all labor, materials, removal and installation of equipment required and accessories necessary to renovate of the Freight Elevator to the Baldwin Public Library. This work must be performed as specified accordance with the specifications contained in the Request For Proposals (RFP).

MANDATORY PRE-BID MEETING

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the location and access to the project location to make inquiries about the RFP. The mandatory pre-bid meeting is scheduled on Thursday, December 11, 2014 at 9:00 a.m. at the Birmingham Municipal Building. Bidders must register for the pre-bid meeting by Tuesday, December 9, 2014 by contacting Carlos Jorge at 248.530.1882.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 2:00 p.m., on Thursday, January ~~18~~, 2015 to:

City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **"Library Freight Elevator Renovation"**. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.

2. Any request for clarification of this RFP shall be made in writing and delivered to: Carlos Jorge, 248.530.1882, cjorge@bhamgov.org and 151 Martin Street, Birmingham, MI 48009. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.

3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.

4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.

5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.

6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined.
2. Related experience with similar projects, Contractor background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall Costs.
5. References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.

2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.

3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.

4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.

5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.

6. The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.

7. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.

8. The Contractor will not exceed the timelines established for the completion of this project.

9. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

CONTRACTOR'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this RFP.
   a. Bidder's Agreement (Attachment B - p. 16)

b. Cost Proposal (Attachment C - p. 17)
c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 18)
d. Agreement (p. 10 – **only if selected by the City**).

2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.

3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of work.

4. The Contractor will be responsible for all permits needed for this project and their associated cost as defined on Permits Fees and Inspections (on page 11).

5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.

6. Provide a list of sub-contractors and their qualifications, if applicable.

7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.

8. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.

9. The contractor will be responsible for getting the building and parking permits at no cost to the contractor.

10. The successful bidder shall provide a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.

11. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

CITY RESPONSIBILITY

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.

2. The City will provide access to the Baldwin Public Library during regular business hours or during nights and weekends as approved by the City's designated representative.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandoned all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

PROJECT TIMELINE

It is expected work will begin on second week of February 2015 and be completed by April 30, 2015.

The Contractor will not exceed the timelines established for the completion of this project.

SCOPE OF WORK

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

CONSULTANT: NATIONAL ELEVATOR CONSULTANTS, INC.
7397 AQUA ISLE
ALGONAC, MICHIGAN 48001

PROJECT: MODERNIZE ONE SIDEWALK LIFT
BALDWIN PUBLIC LIBRARY
300 W MERRILL ST. BIRMINGHAM, MI 48009

BIDDER'S RESPONSIBILITY FOR CONDITIONS OF WORK AT SITE

A. Each bidder shall inspect the site of the work and inform himself of the conditions under which the work is to be performed, any obstacles which may be encountered and all other relevant matters concerning the work to be performed. The bidder, if awarded the Contract, shall not be allowed any extra compensation, by reason, for any matter or thing, because of his failure to have so informed himself prior to the bidding. The bidder's failure to inspect the site, specifications and/or otherwise inform himself of all conditions under which the work is to be performed, will not relieve him in any way of the responsibility of furnishing material or work necessary to complete the project at no additional cost to the Owner.

B. Bidder, before submitting his Proposal for this work, bidder must thoroughly acquaint himself with all of the conditions called for in the Specifications. Bidder must know in advance and convey to the Consultant and Owner of any likely interference with work he expects with his own forces or additional expense that he may incur due to the operations of other contractors. There will be no additional compensation paid "later" because of alleged extra expense due to the improper performance of "work by others" without pre-bid documentation.

C. Dimensions and information indicated, specified or given orally concerning existing obstructions on or near the site; sizes, elevators, and location of services, walks, curbs, pavements and rail facilities; boring data, etc., have been obtained from sources the Consultant or Owner believes to be reliable but they do not warrant the accuracy of same. Such information is given solely for the convenience of the bidder and use of such dimensions, elevators, sizes, or information is made at his own risk.

PROJECT SCHEDULE

A. The Contractor shall list below a proposed schedule of work to be performed. This schedule shall be compatible with the payment schedule listed on the following page.

B. For all practical purposes, the project will be furnished and installed on the basis of phases, as follows, including dates for each phase.

ENGINEERING/LEAD TIME ……..... _____ Weeks

MOBILIZATION/EQUIPMENT REMOVAL SCHEDULE…… _____ Weeks

CONSTRUCTION ……. _____ Weeks

FINAL ACCEPTANCE ……. _____ Weeks

OVER-TIME / PENALTY CLAUSE

If it becomes necessary for the Contractor's personnel to work overtime in order to complete said work within the time limitations set forth in the Contractor's proposal, the Contractor shall perform such overtime work at no additional cost to the Owner.

If the contractor cannot meet his proposed schedule without documented justification, the contractor will pay the owner $300. per day penalty for each workday beyond the schedule date submitted, for total project completion.

SUBCONTRACTORS AND MATERIAL SUPPLIERS

A. Each bidder shall list all subcontractors and material suppliers he intends to use on the job, in the space provided in the Proposal Form. Any change of subcontractors or material suppliers from the submitted list, or any additions thereto, shall be made only upon written approval of the Owner and/or Owner's representative (ie. National Elevator Consultants, Inc.. Approval of a subcontractor does not constitute approval of material. The owner's Consultant reserves the right to dis-approve any subcontractor and/or material supplier, intended for use on this project.

MATERIALS AND SUBSTITUTIONS

A. If materials are specified using names of specific manufacturers, the sole purpose is to establish standards of design, function and quality but not to limit competition.

B. Proposals shall be based on the various materials specified. However, the bidder may, if he desires, submit with his proposal, substitute materials of other manufacturers for similar use providing such substitutes have been given prior approval by the Consultants. Each such substitution shall be listed on his proposal, stating in full: the amount which is to be added to or deducted from Base Proposal in the event the substitution is accepted.

C. Where the specifications call for any stipulated item or "approved equal", or words to that effect, the proposal shall be based on the specified make or style of material. If the bidder prefers to use any substitute material, he shall so state in his proposal, and set forth the description of the substitute material together with the amount to be added to or deducted from the price set forth in his Base Proposal in the event such substitute material is used. The final selection materials will rest with the Owner and/or the Consultant.

D. The Owner may award the Contract with or without substitutions.

E. If the Bidder names no substitutes, the materials specified shall be provided.

F. The Owner's representative shall make the determination as to whether or not a substitution is considered equal to that specified.

G. Should a conflict exist between two or more items of the specifications, the Bidder shall resolve the issue prior to bid date. Any conflict after bid date shall be interpreted by the Consultant and abided to by the Bidder.

SUBSTITUTIONS (Base Bid) (The Owner and/or the Consultant reserve the right to approve or disapprove any one or all of the substitutions.)

Specified **Substitute**

1.

2.

NO SUBSTITUTIONS - All WORK TO BE DONE DIRECTLY BY BIDDER

The undersigned proposes to provide the following labor and material as specified without subcontractors or material substitutions.

_____

_____

Name **Date**

APPROVED MANUFACTURERS

A. ELEVATOR CONTROL MANUFACTURERS: Motion Control Engineering

B. ELEVATOR PUMP UNIT/JACK:
Canton Elevator - Minnesota Elevator - CemcoLift - E.E.C.O.

C. ELEVATOR CABS/DOOR PANELS:
Columbia Elevator - Brice Southern - Detroit Elevator - ThyssenKrupp Elevator
Schindler Elevator - Kone Elevator - Otis Elevator

D. ELEVATOR FIXTURE COMPANIES:
Innovation Industries - GAL Mfg. - PTL Equipment Co.

SUBCONTRACTORS: (The Owner and/or the Consultant reserve the right to approve or disapprove any subcontractor and/or material supplier.)

GENERAL

The intent of these specifications is to cover the complete installation of elevator equipment as herein specified. At all times the final specifications, and performance requirements take precedence over any area of dispute of difference between the elevator contractor and the consultant, his representative, or the owner. All verbal agreements or representations not properly documented will always be superseded by the plans and specifications.

MANAGEMENT MEETINGS

The contractor agrees to attend a 50% completion progress meeting.

CONTRACTOR AND EQUIPMENT STANDARDS:

The Contractor shall be regularly engaged in the business of manufacturing, and/or installing and servicing equipment of the type and character required by the specifications and in the interest of undivided responsibility may also be the manufacturer of major components.
Furthermore, the local service facility must be owned/leased by the installer/manufacturer and shall consist of management, field supervision and residing local journeyman.
The Contractor shall have previously manufactured and/or installed and serviced equipment of a similar size, speed control, and capacity.
The job site installation shall be supervised by “qualified, full-time employees of the Contractor. They shall be experienced in installing equipment having the type of control system specified.

SHOP DRAWINGS, MEASUREMENTS, & SUBMITTALS

Before starting fabrication, shop drawings in the form of reproducible submissions of uniform size in accordance with GENERAL CONDITIONS, shall be submitted to the consultant for approval.
The following items shall be included in the elevator shop drawings:

a. Cuts or drawings showing detail of the signal and operating devices and such other devices as specified or required.

b. Complete and dimensioned layouts of any changes from the original installation, as now specified; showing changes in the elevator pump unit, controller, cab, car sling, platform, guide rails, buffers, top and bottom clearances and over-travel of the car.
c. Complete drawing of any changes in the elevator hoist-way entrances and doors showing the method of operation, details of construction, and the method of fastening to the structural members of the building.

d. Complete drawings of the elevator cabs showing details of construction and the location of the car equipment.

e. Cuts or drawings showing detail of the signal and operating devices and such other drawings as may be required to inform the architect (if involved) of all details of the installation.

f. At the final completion of all equipment, provide two (2) sets of parts catalogs for all equipment as finally furnished and installed.

PERMITS FEES AND INSPECTIONS

It shall be the elevator contractor's responsibility to apply for, obtain and pay for any and all permanent and temporary installation permits that are required by the state of Michigan covering the project. Primary modernization installation permits will be applied for within 30 days of a fully executed contract. Furthermore, the elevator contractor must arrange for and conduct all inspections and tests required for certificate of operation and final acceptance by both the code authority and the owners/owners representatives.

CODE REQUIREMENTS

Unless otherwise specified, all elevator material, design, clearances, construction, workmanship, and tests, shall conform to the latest requirements of the American National Standard Safety code for "Elevators, Dumbwaiters, Escalators, and Moving Sidewalks", ANSI-A17.1. This Code represents minimum standards and can only be superseded by a local or state Code having over-riding jurisdiction.
Additional compliances (as may apply) shall be to the "National Board of Fire Underwriters", "National Electric Code", and BOCA. Compliance shall meet revisions and authorized standards necessary. Equipment and all installation, when completed, shall be in full compliance with ADA (Americans with Disabilities Act).
The intent of these specifications is to be in total compliance with all applicable codes. Should there be a variation between these specifications and the codes, then the latest and applicable codes in force, shall take precedence. The Contractor will be responsible for 100% code compliance.

COOPERATION WITH OTHERS:

The contractor shall cooperate in the successful completion of this project, by providing all labor and materials as specified, with the Consultant, Owner, General Contractor and other involved trades.

POWER REQUIREMENTS AND DISCONNECTS

Prior to the manufacturing or fabricating on any new elevator equipment, the elevator contractor must confirm all existing power at the installation site. All new equipment installed must meet available conditions**. If there is any power equipment, that does not meet code requirements, the contractor must submit the requirements in writing to the owner and the consultant at the submission of the bid. Failure to do so will result in the expense of such changes being the responsibility of the contractor.**

RECEIVING AND UNLOADING OF MATERIAL:

The receiving and unloading of material at the job site shall be performed by the Elevator Contractor, as part of the work covered by this proposal. The job site storage area of materials and tools, shall be provided by the Owner or General Contractor. Any other storage requirements will be by the Elevator Contractor.

TEAROUT/REMOVAL OF MATERIALS

Included in this agreement and classified as work by the Elevator Contractor, the Elevator Company shall include all necessary labor and material for the removal of all unused equipment, both directly and indirectly related to the subject elevators. This equipment shall be removed from the premises and become the property of the Elevator Contractor unless previously determined by owner.

WASTE DISPOSAL

All oils, lubricants, flushing and cleaning materials shall be disposed of in accordance with all the requirements of the EPA (Environmental Protection Agency) standards by the Elevator Contractor.

HOLES AND FASTENINGS:

The Elevator Contractor will drill and/or cut all necessary holes in the steel, tile or concrete work as required to install equipment as specified. The Elevator Contractor will do all fastenings necessary to secure guide rails, machine supports and other equipment to the building.

WIRING BY ELEVATOR CONTRACTOR

The Elevator Contractor will provide all new wiring required to and from the elevator control system(s), pump motor(s), hoist-way door interlocks, signal systems, control panels and any elevator management systems.
All wire runs except traveling cables shall contain 10% spares and be in rigid conduit, EMT, or duct, except short connections where switches or other equipment may require shifting for adjustments. This wiring shall be installed in “flexible” conduit. All conduit shall terminate in approved EMT wiring duct. Conduit fittings, enclosures and junction boxes shall be galvanized steel. All connections between any duct, conduit and/or flexible tubing into any junction box, electrical knockout box or any electrical outlet must have a non- conductive bushing on each end.

Control and signal wires shall be brought to accessible numbered terminal blocks located in the elevator controller, car operating panel, and/or control components, that require more than 6 wires.

Conductors in conduit or duct shall be N.E. code type “THW. Intra-panel wiring shall be of a flame-resistant type that complies with the National Electrical Code.

These wires will be terminated at the top of the elevator in an approved box or duct.
Four pair of shielded wires will be included in each traveling cable for a future intercom provision.

Traveling cables shall be flame retardant, moisture resistant flexible cable that comply with the National Electrical Code Type “ET”.

Traveling cables shall originate at numbered terminal blocks on the elevator controller, and end at numbered terminal blocks in a steel junction box (or car operating panel) on the car.

Traveling cables shall be fastened by an approved fastening, capable of withstanding a minimum of 200% strain relief. Each travel cable shall be provided with a minimum of ten- percent spare conductors per car and cable.

All wiring must test free from short circuits and grounds. The insulation resistance between conductors and ground shall be not less than one meg-ohm.

The elevator contractor shall furnish and deliver to the architect/owner, for approval, three (3) copies of complete wiring diagrams including schematic diagrams of all power, control, and safety devices. Wires shall be numbered and the numbers shall be shown on all wiring diagrams.

Hoist-way shall be equipped with necessary switches located within code reach of the lower terminal landing door and within code reach from the pit floor, which shall interrupt the elevator control circuit and stop the car.

WIRING DIAGRAMS

Complete and legible field wiring diagrams, schematic straight-line diagrams etc., shall be furnished to the owner, in triplicate, at the completion of the elevator modernization portion of the project. Schematic straight-line diagrams to include all field corrections and additions necessitated as a result of the final adjustment required for acceptance of completed units by the Owner or his representative. **Wiring diagrams shall “not” be stamped as “Property of the Elevator Contractor".**

PAINTING

All existing machine room equipment including the machine room floor, shall receive one (1) field coat of industrial grade gloss enamel paint, prior to job completion. This shall include any existing duct, conduit and/or any new equipment that does not have a fresh industrial grade, gloss enamel finish. Paint colors will coordinate with each other. Prior to any painting, all rust, oil, grease, etc. shall be removed.
All reused equipment located in the hoist-ways, secondary levels, and pits, will be included as part of the painting specifications.

CONTRACTO R’S RES PONS IB IL IT Y

The installing firm shall make all acceptance tests and be responsible for the elevator(s) and the safe operation of such equipment during its construction and until it is accepted by the building owner or his legal agent. The Elevator Contractor shall comply with the Elevator Consultant’s report and the recommendations relative to all elevators referred to in the report.

CERTIFICATE OF COMPLIANCE

The operation of the subject elevators being modernized shall be unlawful by persons other than the installing contractor, until such equipment has been inspected, tested and a final or limited certificate of compliance has been issued by the jurisdictional code authority.

INSPECTIONS:

Upon completion of the work, the elevator contractor shall provide the owner with copies of all necessary installation permits, final certificates of operation and final equipment test and data reports.

TESTING: ALL ELEVATORS

GENERAL

The Owner will be employing an independent elevator consulting firm, National Elevator Consultants, Inc., or equal, as approved by the Architect/Owner, to observe and report on the tests hereinafter specified.
These tests shall be performed by the Elevator contractor, who will include the furnishing of all testing equipment, including test weights, at no additional charge. Each elevator turned over will be tested under the watchful eye of the consultant and all data derived will be supplied to the consultant.
All tests shall be of the "Performance" type, and not be construed as a substitute for safety tests required by
the Local Governing Codes.

TESTS

1. The contract speed-v-actual "full load" speed shall not exceed 10% variance.
2. All control timing devices shall be checked for industry standard conformance.
3. Leveling and stopping accuracy, both full-load and no-load, shall be checked.
4. Acceleration and Deceleration, both full load and no load, shall be checked.
5. Workmanship and Equipment shall be checked to conformance.
6. All signal devices and equipment shall be checked to specification conformance.

ACCEPTANCE/ PERFORMANCE GUARANTY

Should the foregoing tests reveal any defects or poor workmanship, any variance or noncompliance to the requirements of the specified Codes and/or Ordinances, or any variance or noncompliance with the requirements of these Specifications, the following work and/or repairs shall be completed by the elevator Contractor at no expense to the Owner.
Contractor shall replace any equipment that does not meet code or Specification requirements. Contractor will perform all work and furnish all materials necessary to complete the specified operation
and/or performance.

Contractor will perform all retesting required by the Governing Code Authority and the Owner to verify the specified operation and/or performance.

Contractor shall reimburse the owner for any additional expenses incurred for re-inspection by the Elevator Consultant.

GUARANTEE AND FREE MAINTENANCE:

All labor and materials furnished and installed in accordance with these plans and specifications (and performing under local, normal operating conditions) shall be guaranteed for a period of one (1) year from the date of final acceptance. The cost to correct any defects covered under this guarantee, shall

be the responsibility of the elevator contractor. At “no charge”, and as part of the base bid of the modernization contract, equipment related overtime callbacks and complete maintenance, as specified under the section “MAINTENANCE”, SHALL BE FURNISHED AT NO CHARGE THROUGHOUT THE ONE (1) YEAR WARRANTY PERIOD.

ONE YEAR FREE MAINTENANCE:

EXTENT OF COVERAGE – HYDRAULIC ELEVATOR MAINTENANCE

Under the terms and conditions of this agreement you will use technically qualified personnel directly employed and supervised by you. Furthermore, the following equipment and associated parts will be inspected, properly adjusted, cleaned, lubricated, and, if conditions warrant, repaired or replaced. You will also regularly and systematically examine the following equipment and/or components for each units listed on the page headed “Description of Equipment and Buildings.”

1. Machine, pump, pump motor, operating valves, strainers, mufflers, hydraulic fluid, tanks, bearings, belts, and all other machine components and elevator machine room wiring.

2. Controller, dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, overloads, dashpots, timing devices, computer devices, selector tape, and all mechanical and electrical driving equipment, including all hoist-way switches.

3. Car and hoist-way door interlocks, hangers and tracks, bottom door gibs, auxiliary and power door operating devices, all door safety and detection devices, car guide rails, car buffers, car guide shoes, including rollers or slide guides, car frame, all elevator control hoist-way wiring and conductor cables, piston packing, packing glands and hoist-way cams. Proper alignment of all equipment each shall be maintained.

4. Car and corridor operating stations. You will also include signal bulbs, car safety mechanisms, batteries and emergency lighting, platform, wood platform flooring and floor covering in car.

5. You will provide all the necessary lubricants, hydraulic oil and preservatives that are especially compounded to elevator industry specifications; cleaning compounds, cleaning tools, and cleaning and wiping materials. Used and oily wiping materials must be contained in metal fire-resistant containers and periodically removed from each machine room.

6. You shall assume no responsibility for the following items, which are not included under this agreement.
Plunger (piston) casings, cylinders, underground piping andconnections.

7. All replacement parts shall be manufactured by the original manufacturer; however, if obsolescence, shortages, etc., occur or reasons beyond control prevail, then parts of equal quality may be used.

OIL LOG

Contractor will furnish and maintain a hydraulic oil log in the machine room. Log will be updated on a monthly basis. If any elevator displays a hint of a possible oil loss, the oil log will be updated per visit. If the elevator is removed from service by the contractor for an oil loss, a full load leak-down test will be provided per the following procedure, at the contractor’s expense. Documentation to support the loss both before and after the full load leak-down test will be supplied to the owner.

FULL LOAD LEAK-DOWN TEST

1. Full Load Leak Down Test: In the event of a suspected underground hydraulic cylinder leak, a full load leak down test shall be performed as follows:

A. Run the lift up from the bottom floor. Remove the hose to the drip can or recovery tank and place the discharge end of the hose, in a clean white 5 gallon bucket.
B. Exit the pit and return the elevator even with the lowest landing sill.
C. With the elevator at the lowest level, place enough test weights on the elevator to act as a full load capacity.
D. Measure the oil level and temperature in the hydraulic tank with the car at the lowest landing before the test.
E. Run the elevator up and "even" with the top landing sill. Cease operation for 3 hours.
F. Record the distance the elevator settles downward, during the 3 hours, while at the top landing. G. Run the elevator back to the lowest landing
H. Remove the weights and run the car above the floor. Check the "white bucket" for oil.
I. Replenish the tank with any oil from the "white bucket".
J. Run the elevator back, even with the bottom landing sill and re-measure the oil in the tank. K. Record the difference in the temperature and the measurement of the oil level.
L. If the oil level is different, determine the rate of thermal contraction in the oil and the piston cylinder unit.
M. If oil levels have not changed, or level change can be documented as thermal contraction, elevator will then be placed back in service.
N. If an oil loss occurs that cannot be determined, then the elevator will be shut down and the "disconnect" padlocked until resolution has been determined.

PREVENTATIVE MAINTENANCE HOURS

The following minimum journeyman mechanic hours of work per month shall be performed **at the job site**
on preventive maintenance, per the following:
Sidewalk Lift: One hour per calender quarter.
These preventative maintenance hours shall be **exclusive** of call-backs, team repairs, and travel time. Minor
repair adjustments may be included.

HYDRAULIC FEASIBILITY SURVEY EQUIPMENT PROFILE

A. GENERAL

Elevator Identification: .....Sidewalk Lift State No. 20671
Loading Classification: .....Freight
Capacity: (Lbs.)..... Floors5000 lbs.
Served: 2
Rated speed: (fpm)..... 30 f.p.m.

B. MACHINE ROOM Location:Lower landing

Type of Pump Unit..... IMO
Installation Date:…….1982
Manufacturer: .....Canton pump unit with Virginia controls
Valve(s) Type/Model:.....E2 Block Valve
Machine Room Gate Valve..... Yes
Drive Motor/Horsepower: 5
Controller Type.....Relay
Controller Manufacturer: ..... PowerVirginia
Supply: ..... 208 VAC/3 Phase
Muffler? ..... To/FroYes
Line: Solid - Piped: Solid Piped
Sequence/Type of Operation: ..... M.R.Manual Push Button
Access/Door: .....Screened with Screened Gate Non Compliant
Lighting:..... FireFluorescent No
Extinguisher: ..... TankNo
Heater:……..... OilNo
Cooler……..... Damp/No Air or Heat
M.R. Environment……..... StartingAcross the line
Device……..... No
Cathode Protection: .....

C. <u>HOISTWAY</u>

EQUIPMENT PROFILE – HYDRAULIC ELEVATOR

Floors Served Front: ..... B & 1
Floors Served Rear: ..... 1 Front/1 Rear Swing Door
Door configuration: ..... Swing Clear Opening: ..... 60" Safety
Interlocks:. ..... Y
Self-Closing Devices: ..... Y
Car Guides..... Slide
Car Guide Rails: ..... 16#
Landing/Leveling Devices: ..... Terminal Hoist-way Switches

D. <u>PIT</u>

Pit Depth..... 46" Hydraulic Cylinder Install Date:… 1982
Hydraulic Jack Type:…… Inground
Pit Access type: ..... Hoist-way
Car Buffer(s): ..... Spring Oil Recovery Type……... None
Lighting…… Non Compliant Safety Switch..... Yes
Sump Pump:…… Yes

E. <u>CAB ENCLOSURE</u>

Platform Size:..... 68"Wide X 60" Deep
Car Door Panel: (Type)..... Scissor Gate
Clear Opening:..... 60" Wide X 84" High

Door Protection..... N/A Tracks/Hangers Type..... N/A Pad Hooks ?..... N/A
Power Door Operator..... N/A

F. FIXTURES/SIGNALS

Number of Car Stations: ..... One
Number of Push Button Risers: .... N/A Push Button Type..... N/A
Car Position/ Direction Indicator... N/A Car Direction Lantern(s)..... N/A Lobby Position /Direction Inds..... N/A Access Key Switches……..... N/A

G. KNOWN HISTORY

Date of Original Installation..... 1982

HYDRAULIC MODERNIZATION – UPGRADE REQUIREMENTS

Coding:	*R&R – Retain andM - Modify
N-New (upgrade)	A – Alternative (upgrade)
NR – New (direct replacement)	N/A – Not Applicable
R – Retain (preventive	N/E – No Evaluation

*Work described as "R&R (Retain and Refurbish) shall result in a product that has the appearance, condition and performance equivalent to that of a new product.

Code Compliance: Furnish and install a new sidewalk lift installation that meets all code requirements.

A. Machine Room/Secondary/Overhead:

	Recommend	Comments
Pump Unit	New	Furnish and install a new elevator pumping unit designed to meet the current speed and capacity.
Valve(s)	New	New pumping unit must include a new hydraulic valve capable of meeting and controlling current system requirements. .
Gate Valve	New	Furnish and install a new hydraulic gate valve in the elevator machine room to and from line.
Tank Heater	New	Furnish and install a thermostatically controlled tank hearter in the pump unit oil reservoir.
To/From Line	New	Furnish and install a new "solid piped" to and from oil supply line from the elevator pumping unit to the cylinder head.
Muffler	New	Furnish and install a new hydraulic oil muffler in the to and from oil line in the elevator machine room.
Controller	New	Furnish and install a new micro-processor based elevator control

system designed for the existing elevator conditions. Cabinet Temperature Control New Install controller cabinet cooling to meet manufacturers requirements.

Power supply Retain Retain the existing power supply and design new equipment to interface with the existing power requirements. Sequence of Operation New Furnish and install a sequence of operation designed to operate a sidewalk lift elevator in compliance with all code requirements.

Mach Rm. Liting New Install OHSHA approved machine room lighting to meet current code.

Space conditions (General) Retain

HYDRAULIC MODERNIZATION – UPGRADE REQUIREMENTS

B. Hoistway and Pit

	Recommend	**Comments**
Hydraulic Cylinder	R&R	Installed after 1972 - Reseal cylinder head packing and install oil recovery pump to return leaking oil to reservoir..
Guide Rails - Car	New	**Remove existing car guide rails. Furnish and install new jumbo 24# Rails.**
Car Guides	New	**Install new Slide Guides for 24# rails.**
Stopping Limits	New	Furnish and install "new" control manufacturer's equipment
Auxiliary Safety Switches	New	Furnish and install "new" control manufacturer's equipment
Car Buffer(s)	New	Install new pit channels and buffer springs rated for existing equipment.
Conduit/Wiring	New	Furnish and install all new conduit and wiring.
Electrical Traveling Cables	New	Furnish and install new travel cables
Shaft Clearance	Retain	

Pit Switch New Furnish and install new pit emergency stop switches in accordance with current code.

Pit Access New Install a new galvanized metal 60 inch wide "rated" hoist-way door to the lowest hoist-way floor level. Door to be self closing and to include and interlock device that locks the door, and engages the door lock shorting bar to allow elevator to run when door is safely closed. Provide pit entry access to service pit equipment. Pit Depth Retain

Pit Lighting New Furnish and Install OHSHA approved pit lighting in accordance with current code.

Pit Recovery Unit New Furnish and install new pit oil recovery pump unit to automatically pump oil leakage back to the reservoir.

C. Hoist-way Door Equipment

	Recommend	Comments
Entrance Frames	R&R	
Basement Entrance Door	New	Furnish and install a new galvanized, self closing pit hoist-way door (See Pit Access under Hoist-way and pit.
Basement Entrance Hardware	New	Pin all slotted door opening devices after final door adjustments.
Basement Entrance Interlock	New	Furnish and install a new door interlock that shall disable operation of the elevator when not engaged.
Side walk alarm	New	Furnish and install an audible signal that executes a code compliant alarm when lift is traveling to the sidewalk level.
Sidewalk doors	New	Furnish and install a new set of stainless steel watertight checker-plate side walk doors designed to support a code required load when closed. Doors to meet all code requirements. The opening between the sidewalk door panel and frame shall be provided with gutters to collect and discharge rainwater away from the hoist-way.

HYDRAULIC MODERNIZATION – UPGRADE REQUIREMENTS

D. Car Equipment:

	Recommend	Comments
Car Gates	New	Furnish and install a new car gate compliant with current codes and equivalent to existing size.
Car Enclosure	New	Furnish and install a new car enclosure compliant with current codes.
Car Lighting (Interior)	**New**	Furnish and install new weather proof car lighting compliant with all existing codes.
Car Frame	New	Install a complete weather resistant car frame. Paint car frame structure with one coat of rust resistant primer and two coats of rust resistant enamel.

Car Platform	New	Install a new weather resistant car platform. Platform floor to be 1/4" stainless Non-skid checker-plate applied over 3/4" "severe weather treated" plywood, supported to withstand code weight requirements for car duty.

E. Operating Signal Fixtures

	Recommend	Comments
Sidewalk Level Station	New	Install a keyed weather resistant station that will execute an up or down call from the sidewalk level.
Audible Signal	New	If code requires, install a code compliant audible signal indicating the movement of the sidewalk lift.

CODE REQUIREMENTS

The installing contractor will be responsible for furnishing and installing the sidewalk lift in full compliance to all applicable codes at no additional cost to that quoted. Any code requirements not identified in the specifications will be the installing contractors responsibility.

Additional Code Requirements

Code requires operation of all sidewalk elevators from grade level only since a rider-operator is unable to determine whether a person or other obstacle is on the closed sidewalk door level.

Operation

☐ Car is called to grade by an operator standing at the sidewalk level and executing a call from the keyed up direction call switch.

☐ When the car reaches the sidewalk level, the operator can now enter the car for loading.

☐ When car is loaded, the operator can send the car down from the sidewalk level by executing a down call from the keyed sidewalk level call button

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ADDITIONAL WORK BY THE ELEVATOR CONTRACTOR.

The following is a list of items that code requires in addition to the work by the Elevator Contractor.

This work is typically subcontracted by the owner/owner's representative.

All machine room work must be performed under the supervision of a licensed elevator journeyman. Machine Room

A. A.17.1 & NEC 620.51: Main line disconnecting means. Provide a new code approved, Three Phase, Industrial Duty Main Line Electrical Disconnect for each elevator. The disconnecting means shall be an enclosed externally operable fused motor circuit switch with side mounted lever handle capable of being locked in the open (off) position only and must labeled as to the function and source. The disconnecting means shell be located on the lock jamb side of the entry door) where it is readily available to qualified persons.

B. NEC 620.22, 620.53 Car light disconnect: Provide a new lockable single pole/single throw disconnect for car lighting and ventilation for each elevator. The disconnecting means shall be an enclosed externally operable fused motor circuit switch or circuit breaker capable of being locked in the open position (off) position only and must be labeled as to the function and source. The disconnecting means shell be located (ideally on the lock jamb side of the entry door) where it is readily available to qualified persons.

C. NEC 620.23 Provide 110VAC/20 Amp duplex GFCI receptacles per the National Electrical Code.

D. ASME A17.1 [2.7.9.1] Machine Room Lighting: Provide permanent guarded machine room lighting that illuminates 19 foot candles in all areas of the machine room and machine room floor. Light switch to be located within reach of the strike side of machine room door.

E. ASME A17.1 [8.6.1.6.5] Provide ABC fire extinguisher mounted by the strike side jamb of the machine room door.

<u>Hoist-way</u>
All hoist-way work must be performed under the supervision of a licensed elevator journeyman.

A. Inside of the hoist-way shall have flush surfaces. Any unavoidable hoist-way projections greater than 4" shall be beveled at an angle not less than 75 degrees with horizontal or covered/screened wire (less than 1" openings) material with a minimum thickness of 0.0437" (1.11mm) capable of withstanding a deflection of not more than 1" when a 100lb force is applied horizontally at any point.
B. Hoist-way holes: Patch, fill and fire stop any existing holes in hoist-way walls. C. Provide GCFI's to all pit outlets.
D. Provide pit ladder for pits 36" deep or more.
E. Waterproof damp or leaking pits.

<u>Elevator Pit</u>

A. NEC 620.24,ASME A17.1(2.2.5) 110 VAC/20 Amp Ground-Fault Circuit interrupter duplex outlet located so that it is accessible with elevator on compressed buffers. Outlet to be NEMA 4 rated.

B. NEC 620.24,ASME A17.1(2.2.5): Permanent NEMA 4 rated light fixture and switch to be furnished. Light to be located below elevator when on compressed buffers. Minimum acceptable light level is 10 foot candles measured at the pit floor. Light bulbs shall be externally guarded to prevent contact and accidental breakage. Light switch to be located on the ladder side, so it is readily accessible from the pit access door.D. ASME A17.1(2.8,3),NFPA 13.

C. ALL holes and penetrations MUST be patched, filled, and fire stopped in order to maintain the required fire rating for t he hoistway enclosure.

D. ASME A17.1(2.2.2.4): Drains and sump pumps, where provided, shall comply with the applicable plumbing code, and they shall be provided with a positive means to prevent water, gases, and odors from entering the hoistway and shall not be connected to sewers.

E. ASME A17.1(2.2.2.6): Sumps and sump pumps in pits, where provided, shall be covered. The cover shall be secured and level with the pit floor.
F. Refer to Local Plumbing Code for oil/water Separator (Oil Minder) requirements.

G. All electrical equipment located less than 4 feet (1219mm) above the pit floor shall be weatherproof (NEMA4

1. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner.

2. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines.

3. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project.

4. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

ATTACHMENT B - BIDDER'S AGREEMENT
For Baldwin Public Library Freight Elevator Renovation

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

KEVIN STRASSER — 1/1/15
PREPARED BY — **DATE**

(Print Name) Senior Sales — 1/1/15
TITLE — **DATE**

Kevin Strasser — Kevin.STRASSER@KONE.COM
AUTHORIZED SIGNATURE — **E-MAIL ADDRESS**

KONE ELEVATOR
COMPANY

11864 Belden Court Livonia, MI — 734 513 6944
ADDRESS — **PHONE**

KONE INC.
NAME OF PARENT COMPANY — **PHONE**

One Kone Court Moline IL 61265
ADDRESS

ATTACHMENT C - COST PROPOSAL

For Baldwin Public Library Freight Elevator Renovation

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 6)

COST PROPOSAL		
ITEM		**BID AMOUNT**
Materials & Equipment	$	97 090.—
Labor	$	24 960.—
Miscellaneous (Attach Detailed Description)	$	750.— Perf. Bond
TOTAL BID AMOUNT	$	
ADDITIONAL BID ITEMS		
	$	
	$	
GRANDTOTAL AMOUNT	$	122, 800.00

Firm Name KONE ELEVATOR

Authorized signature [signature] Date 1/1/15

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For Baldwin Public Library Freight Elevator Renovation

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

Kevin STRASSER — 1/1/15

PREPARED BY — **DATE**

(Print Name) Senior Sales — 1/1/15

TITLE — **DATE**

Kevin Strasser — Kevin.STRASSER@Kone.com

AUTHORIZED SIGNATURE — **E-MAIL ADDRESS**

KONE ELEVATOR

COMPANY

11864 Belden Court Livonia, MI — 734 513 6944

ADDRESS — **PHONE**

KONE INC

NAME OF PARENT COMPANY — **PHONE**

ONE KONE Court Moline, IL

ADDRESS

36 2357423

TAXPAYER I.D.#

ATTACHMENT A - AGREEMENT

For Baldwin Public Library Freight Elevator Renovation

This AGREEMENT, made this _____day of _____, 2015, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Kone, Inc., having its principal office at 11864 Belden Court, Livonia, MI 48150 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Maintenance Department, is desirous of having work completed to renovate an existing freight elevator at the Baldwin Public Library in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform all labor, materials, removal and installation of equipment required and accessories necessary to renovate of the Freight Elevator to the Baldwin Public Library, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform all labor, materials, removal and installation of equipment required and accessories necessary to renovate the Freight Elevator at the Baldwin Public Library.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform all labor, materials, removal and installation of equipment required and accessories necessary to renovate the Freight Elevator at the Baldwin Public Library, and the Contractor's cost proposal dated January 15, 2015 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed $ 122,800.00, as set forth in the Contractor's January 15, 2015 cost proposal.

3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.

4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor 's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

12. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

    A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

    B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

    C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

    D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all

elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

E. Professional Liability: Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than $1,000,000, per occurrence preferred, but claims made accepted.

G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than $3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be “Name Insured” on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
    1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
    2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
    3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
    4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
    5) If so requested, Certified Copies of all policies mentioned above will be furnished.

J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.

K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham	Kone, Inc.,
Attn: Carlos Jorge	Attn: Kevin Strasser
151 Martin Street	11864 Belden Court
Birmingham, MI 48009	Livonia, MI 48150
248.530.1882	734.513.6944

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.
18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:

Kone, Inc.,

_____

By:_____
Kevin Strasser
Its: Senior Sales

CITY OF BIRMINGHAM

_____

By:_____
Stuart Lee Sherman
Its: Mayor

_____

By:_____
Laura Pierce
Its: City Clerk

Approved:

Carlos Jorge, Maintenance Supervisor
(Approved as to substance)

Mark Gerber, Director of Finance
(Approved as to financial obligation)

Timothy J. Currier, City Attorney
(Approved as to form)

Joseph A. Valentine, City Manager
(Approved as to substance)