



INVITATION TO BID

#21330

For

Woodland Data Center Freight Elevator Project

FOR THE CLEVELAND MUNICIPAL SCHOOL DISTRICT
DBA: CLEVELAND METROPOLITAN SCHOOL DISTRICT
BOARD OF EDUCATION, 1111 SUPERIOR AVENUE E, SUITE 1800
CLEVELAND, OHIO 44114

UNDER THE DIRECTION OF OPERATIONS DEPARTMENT OF THE BOARD OF EDUCATION OF THE CLEVELAND
METROPOLITAN SCHOOL DISTRICT - CUYAHOGA COUNTY, OHIO

Table of Contents

Part I: NOTICE OF INVITATION TO BID #21330	3
Section I: Instructions to Bidders	4
Required Purchasing Division Documents and Instructions.....	8
Section I: Addendum Acknowledgement Form for ITB #21330.....	9
Section II: Acknowledgement.....	10
Section III: Vendor Request Form.....	11
Section IV: Taxpayer ID Form	12
Section V: No Proposal Form	13
Section VI: Certificate of Debarment	14
Section VI: Certificate of Debarment Pg. 2	15
Section VII: Conflict of Interest Form.....	16
Section VIII: Bidder Qualifications Form	18
Section IX: Sample Certificate of Liability Insurance.....	22
Section X: Non-Collusion Affidavit	23
Section XI: Diversity Business Enterprise Program and Participation Forms.....	24
1: DBE Form A	28
2: DBE Form B	29
3: DBE Form C	30
4: DBE Form D.....	31
5: DBE Form E	32
6: DBE Form F.....	33
8: DBE Form H.....	36
Section XII: EOA Contractual Declaration Forms	37
CMSD Affirmative Action Program	37
Form 1: Vendor Contract Compliance Form.....	39
Form 2: Compliance Declaration.....	40
Form 3: Employment Data Form.....	43
Section XIII: Supplier Construction Agreement Sample.....	44
Section XIV: References.....	57
PART III: GENERAL CONDITIONS, FORMS AND SPECIFICATIONS	59
BID FORM	

Part I: NOTICE OF INVITATION TO BID #21330

Woodland Data Center Freight Elevator Project

Separate Sealed Responses for the requirement set forth below will be received in the Cashier's Office of the Cleveland Metropolitan School District located at 1111 Superior Avenue E, Cleveland, Ohio 44114, until **1:00 pm current local time on December 14, 2021**. **Mailing of ITB responses are encouraged. However, hand deliveries will only be accepted from 11:00 AM to 1:00 PM on December 14, 2021. PPE IS REQUIRED TO BE WORN FOR ENTRANCE TO AND WHILE IN THE BUILDING.** This ITB will be opened following the Bid cutoff time at 1:30 PM via Zoom. The Bid Opening information will be forwarded via Addendum.

Woodland Data Center Freight Elevator Project

Copies of Instructions to Bidders, Specifications, and Drawings may be obtained directly from the District's Webpage. Go to clevelandmetroschools.org/purchasing and click on the ITB number (21330). If you require assistance, please email seletha.thompson@clevelandmetroschools.org.

There will be a Pre-Bid Meeting for the **Woodland Data Center Freight Elevator Project on December 1, 2021 at 10:30 AM** at the **Woodland Data Center, 4966 Woodland Avenue, Cleveland, OH 44104**. Attendance at the Pre-Bid Meeting is encouraged but not mandatory.

All questions and correspondence related to this ITB must be submitted in writing ONLY by **12:00 pm on December 3, 2021** at the email address given above. All answers to corresponding questions and concerns will be sent directly to those submitting the question. A comprehensive question and answer list will also be posted at clevelandmetroschools.org/purchasing. Any errors and/or omissions reported will be addressed via Addenda. Addenda will be issued no later than December 8, 2021.

A certified check for 10% of the total amount of the bid payable to the Treasurer of the Cleveland Metropolitan School District, or a satisfactory bid bond executed by the bidder and a Surety company shall be submitted with each bid on a form supplied by the bondsman. The Surety Company must be licensed to do business in the State of Ohio and acceptable to the Chief Financial and Administrative Officer. The successful bidder will be required to furnish a satisfactory bid bond amounting to 100% of the contract amount.

No bid may be withdrawn for at least ninety (90) days after the deadline for submittal.

The Cleveland Metropolitan School District reserves the right to reject any and all Proposals, to waive any and all informalities or irregularities, and to disregard all non-conforming responsive conditional Proposals.

The Cleveland Metropolitan School District does not discriminate in educational programs, activities or employment on the basis of race, color, national origin, sex, age, religion or disability.

The new Uniform Grant Guidance, 2 CFR200 (UGG) will go into effect for Cleveland Metropolitan School District (CMSD) on July 1, 2018 and will apply to awards or funding increments issued on or after this date. Purchases funded by federal grant funds must adhere to regulations found in Uniform Guidance "Super Circular", 2 CFR 200 (UGG), as a condition of receiving funds and to meet annual audit compliance. In an effort to keep policy for all grants consistent, the CMSD will implement the new federal guidelines regarding procurement utilized with federal grants immediately.

Bidders on this work shall be required to comply with all applicable requirements pertaining to fair labor, state and local government.

M. Angela Foraker
Executive Director, Procure to Pay
November 23, 2021

Section I: Instructions to Bidders

Woodland Data Center Freight Elevator Project

1. All Responses shall be made upon the Bid Form(s) furnished. All information requested in the bid and in the bid package must be filled in legibly and completely with blue ink signatures, or the bid may be considered non-responsive. No oral, telephonic or telegraphic bids or modifications will be considered. The **ITB Name and Number** must be stated on the exterior of the submission envelope(s), including shipping labels.
2. Separate Sealed Responses for the requirement set forth below will be received in the Cashier's Office of the Cleveland Metropolitan School District located at 1111 Superior Avenue E, Cleveland, Ohio 44114, until **1:00 pm current local time on December 14, 2021. Mailing of ITB responses are encouraged. However, hand deliveries will only be accepted from 11:00 AM to 1:00 PM on December 14, 2021. PPE IS REQUIRED TO BE WORN FOR ENTRANCE TO AND WHILE IN THE BUILDING.** This ITB will be opened following the Bid cutoff time at 1:30 PM via Zoom. The Bid Opening information will be forwarded via Addendum.
3. All submissions must include **One (1) original, with blue ink signatures, two (2) copies, and one (1) electronic format bid on a USB flash drive.** Vendors not complying with this requirement will be notified that they have twenty-four (24) hours in which to comply with this requirement or their Bid will be **disqualified.** This applies to **copies only.**
4. No Response may be withdrawn for at least ninety (90) days after receipt of bids at **1:00 p.m.** current local time, on **December 14, 2021.**
5. Written questions may be directed to the Purchasing Division via email to: seletha.thompson@clevelandmetroschools.org no later than **12:00 pm on December 3, 2021.** The District will **NOT ACCEPT** any telephone calls regarding any of the submittals and/or "short lists." Under no circumstances should any firm interested in providing the services identified in this Bid, their designees, or anyone affiliated with their firm, contact any other District employee or official during the Bid process, in an attempt to lobby or influence the selection of a vendor pursuant to this Bid. No oral, telephonic, telegraphic, or electronic modifications will be considered.
6. The Cleveland Metropolitan School District reserves the right to reject any and all Bids, to waive any and all informalities or irregularities, and to disregard all non-conforming responsive conditional bids.
7. Bidder understands and agrees that subsequent to submission of the Bid, any District resolution authorizing the award of a contract or agreement does not vest any contractual rights in the bidder.
8. Bidder understands and agrees that any such District resolution operates only to encumber funds necessary for the project and does not create a binding contract.
9. Bidder further acknowledges and agrees that any such District resolution may be revoked, at any time prior to execution of a formal, written contract.
10. Bidder acknowledges and agrees that it has no vested contractual right until such time as a purchase order and contract have been issued.
11. Bidder further acknowledges and agrees that execution of a contract and issuance of a purchase order is not a ministerial function, but is a formal requirement for acceptance of the bid.

12. Bidder must present evidence to the District, upon request, that they are fully competent and have the necessary facilities, equipment and financial resources to perform the work required in the Specifications within the time frame required.
13. Each and every page must have the bidder's company name in the header or footer.
14. No binding of any kind should be used: use only binder clips. No staples, No paper clips, No binders, No tabs should be used; use colored paper to separate Sections. Failure to comply with submission formation may result in the submittal being disqualified.
15. Any and all changes must be initialed by the bidder.
16. The District reserves the right to award the bid in whole or in parts, by item, by group of items, to a single vendor; or to multiple vendors, where such action serves the best interests of the District.
17. This Bid should be submitted before **1:00 p.m.** current local time, **December 14, 2021** to the Cleveland Metropolitan School District, Cashiers Office of the Cleveland Metropolitan School District, 1111 Superior Avenue E, Suite 1800 Cleveland, Ohio 44114, the submission to include **One (1) original, with blue ink signatures, two (2) copies, and one (1) electronic format bid on a USB flash drive** of the following:
 - a. Transmittal Cover Letter
 - b. Completed Bid Form with Addendum Acknowledgement including evidence of State certification to perform the work required.
Please note: Failing to acknowledge a published Addendum may cause your response to be rejected.
 - c. Signed Acknowledgement for Instructions to Bidders.
 - d. Completed and notarized Bidder's Qualification Form.
 - e. Signed Conflict of Interest Form
 - f. Completed and notarized Non-Collusion Affidavit.
 - g. Completed and notarized EOA Compliance Declaration documents.
 - h. Completed and notarized Diversity Business Enterprise Participation Forms.
 - i. Properly executed Affidavit and/or Company Board of Directors Resolution authorizing certain person to sign legal documents such as the Bid Form, Bidder's Qualification Form, etc.
 - j. Completed Debarment Form
 - k. A certified check for 10% of the total amount of the bid payable to the Treasurer of the Cleveland Metropolitan School District, or satisfactory bid bond executed by the bidder and a Surety company shall be submitted with each bid on a form supplied by the bondsman.
18. Bidder shall not include Ohio Sales Tax in the price quoted. The Cleveland Metropolitan School District will provide tax exempt certificate to the successful Bidder upon request.

19. SECURITY

Vendor's workmen, foremen, other personnel, and subcontractors on CMSD sight will be required to meet Cleveland Metropolitan School District security requirements. Contractor must issue personnel I.D. badges. Any worker not complying with CMSD security requirements will immediately be ordered off project and without prejudice or recourse to CMSD.

- Vendor agrees to successfully complete background checks on all of its employees, agents, and subcontractors who provide services under this Agreement to CMSD facilities. Vendor agrees to warrant that it will not at any time hire or utilize any individual to provide services under this Agreement on CMSD premises where such person has been convicted of, or pleaded guilty to, any criminal offense enumerated in O.R.C. 3319.39(B).

20. INSURANCE

The successful company, their subcontractors and suppliers of labor and/or materials for providing Repair Services for the Cleveland Metropolitan School District, including organizations having personnel, equipment and vehicles on District property, shall provide evidence of insurance as follows:

- | | | |
|--|---|---|
| a. Commercial General Liability
\$1,000,000.00 Limit of Liability | - | including limited contractual liability
(per occurrence) |
| b. Automobile Liability
\$1,000,000.00 Limit of Liability | - | including non-owned, and hired
(per occurrence) |
| c. Workers Compensation | - | Workers compensation and employer's
Insurance to the full extent as required |
| d. Professional Liability
\$1,000,000/ \$3,000,000 | - | By applicable law
per occurrence/in the aggregate |

This requirement must be fulfilled by the successful vendor providing the Purchasing Office of the CMSD with a current Certificate of Insurance (standard ACORD form), showing the Board of Education of the Cleveland Municipal School District as an additional insured (Certificate Holder does not constitute being an additional insured), within five (5) days of Notice of Intent to Award Agreement. The certificates of insurance shall contain a provision that the policy or policies shall not be canceled without thirty (30) days' prior written notice to the District.

The required insurance must be provided by a company licensed by the State of Ohio, which company must be financially acceptable to the Administration of the Cleveland Municipal School District

The District is not liable for vandalism which results in damage(s) to the property or vehicles of the Vendor. The school District will not reimburse for private insurance deductibles for such vandalism.

- Vandalism damage is defined as damage resulting from criminal conduct for which an individual may (but not necessarily be processed under the Ohio Revised Code

21. DIVERSITY BUSINESS GOAL

The Diversity Business and Vendor Contract Compliance Programs shall make every good faith effort to ensure that certified diversity business enterprises in the Cleveland Metropolitan School's relevant geographic market area shall be afforded the maximum opportunity to compete for contracts, services, and purchases. The general goals for diversity business participation are: 15% for services, 20% for goods and supplies, and 30% for maintenance, construction, and repair.

Non-diversity vendors will have their diversity business participation counted toward their goal attainment only with minority vendors who are certified and demonstrate previous experience in the respective business classification of the prime contractor. Only direct participation in the subcontract will be counted toward diversity business enterprise goal attainment.

Vendors shall refer to Section XI of this ITB for further information and requirements on the District's diversity goals.

The diversity business goal for this ITB is: 30% Maintenance/Construction Repair

22. ADVERTISING

In submitting a bid, Vendors agree, unless specifically authorized in writing by an authorized representative of CMSD on a case by case basis, that it shall have no right to use, and shall not use, the name of Cleveland Metropolitan School District, its officials or employees, (a) in any advertising, publicity, promotion, nor (b) to express or imply any endorsement of Agent's services.

23. The term of this agreement will begin on immediately upon selection, approval and contract execution through completion to the lowest responsive and responsible vendor. The Contract Documents consist of the following:

- a. All Purchasing Documents set forth in Part I herein;
- b. Certified Purchase Order or Supplier Contract to be issued to Lowest Responsive and Responsible Bidder;
- c. Specifications herein;
- d. Notice to Bidders;
- e. Instructions to Bidders;
- f. Bid Form;
- g. Bid Guaranty;
- h. All applicable addenda, attachments, and exhibits hereto.

The awarded Bidder shall perform all Work described in the Contract Documents, including without limitation, all terms and conditions of the specifications contained herein or otherwise stated in the bid documents and reasonably inferable therefrom by the Bidder as necessary to produce the results intended thereby for specifications and scope of work requested herein by the District.

Bids will be evaluated, first, as responsive or non-responsive to the Bid specifications. A preliminary review will be conducted of all bids submitted on time to ensure the bid adheres to the mandatory requirements specified in the Bid. Bids that do not meet the mandatory requirements will be deemed non-responsive and may be rejected. CMSD reserves the right to select the bid which most closely meets the requirements specified in the Bid. Second, the bids will be evaluated based on the information presented in the bid. The Bid will be awarded to the lowest responsive and responsible vendor

CMSD reserves the right to reject all bids and deviate from this purchasing process to utilize other purchasing mechanisms available to the district under Ohio Law. Scope review and follow-up discussions with the apparent low bidder may be requested. CMSD reserves the right to interview or to seek additional information related to criteria already specified in the Invitation to Bid after opening the bids prior to issuance a certified Purchase Order or Supplier Contract.

Part II: DISTRICT RELATED FORMS

Required Purchasing Division Documents and Instructions

Section I: Addendum Acknowledgement Form for ITB #21330

Having read and examined the Request for Proposal Documents, including the specifications, prepared by the Cleveland Metropolitan School District for the above-referenced Project, and the following Addenda:

Addendum Number

Date of Receipt

Bidder: _____.

The undersigned Vendor proposes to perform all work for the applicable contract, in accordance with the contract document for the proposed sums.

Failing to acknowledge a published Addendum may cause your bid to be rejected.

Signature: _____ Date: _____

Section II: Acknowledgement

(Name of Company)

Hereby acknowledges receipt of this Request for proposal and the reading of these Instructions to Bidders. We further agree that if awarded the contract, we will submit the required Performance Bond and Insurance Certificate within five (5) days of written notification that the District has adopted a resolution authorizing the encumbrance of funds for the project. We understand, however, that a formal written contract, similar to the one contained in the ITB Package, will need to be executed and purchase order issued by the District before we have any vested contractual rights. Wherever, we agree to commence the work as required herein and timely complete the project pursuant to the Specifications by the date stated in the Notice to Proceed.

By: _____
(Name and Title)

Date: _____

Section III: Vendor Request Form

VENDOR INFORMATION

VENDOR NUMBER
(IF APPLICABLE) _____
VENDOR NAME _____
ADDRESS LINE 1 _____
ADDRESS LINE 2 _____
CITY _____ STATE _____ ZIP _____
TELEPHONE NO. _____ FAX NO _____
Area Code Number Area Code Number

E-MAIL ADDRESS _____
PRIMARY CONTACT PERSON _____

REMIT TO (IF DIFFERENT FROM ABOVE)

VENDOR NAME _____
ADDRESS LINE 1 _____
ADDRESS LINE 2 _____
CITY _____ STATE _____ ZIP _____
TELEPHONE NO. _____ FAX NO _____
(Area Code) Number (Area Code) Number

PRIMARY SERVICE, PRODUCT, OR SPECIALTY:

-

NOTE: VENDOR NAME AND TAX ID NUMBER MUST BE AS FILED WITH THE INTERNAL REVENUE SERVICE.

PLEASE INDICATE WHERE APPLICABLE

DIVERSITY BUSINESS ENTERPRISE: YES NO

MINORITY BUSINESS ENTERPRISE: YES NO

FEMALE BUSINESS ENTERPRISE: YES NO

Section V: No Proposal Form

ITB #21330

This form must be completed only if vendor is not submitting a proposal

To all prospective bidders/proposers:

Each company or person receiving this package has at some point in time requested to be placed on the proposal list of the Cleveland Metropolitan School District for this product and/or service.

It is the intent of the District to update this list subsequent to the contract cycle. Please note the following and take action accordingly.

If you are making a bid/proposal this cycle, disregard the remainder of this letter. Your name will remain on the active bidder list.

_____ (1) If you are not making a bid/proposal this cycle, but want to remain on the active's list for the future ITBs, place a check mark in the box to the left. Complete the name and address section below and return this letter to Purchasing at the address below.

_____ (2) If you do not wish to remain on the active bidder's list, place a check mark to the left. Complete the name and address section below and return this letter to Purchasing at the address below.

Name of Company: _____

Company Representative: _____

Address: _____

City, State: _____ Zip Code: _____

Telephone Number: _____

Fax Number: _____

Date: _____

Section VI: Certificate of Debarment



Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____

Name and Title of Authorized Representative

Signature of Authorized Representative

Section VI: Certificate of Debarment Pg. 2

- 2 -

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Section VII: Conflict of Interest Form

Statement of Potential Conflicts of Interest

Vendor Name:	Primary Contact:
Address 1:	Telephone #:
Address 2:	Fax #:
City:	Email:
State, Zip:	Website:

Cleveland Metropolitan School District (CMSD) adheres to Ohio Ethics Law and strictly follows the opinion of the Ohio Ethics Commission. As such, each vendor is requested to submit this statement declaring any potential conflicts of interest in doing business with the District. Please answer the following two questions providing all requested information.

1. Are any current Cleveland Metropolitan School District (CMSD) employees, Cleveland Board of Education members, or any of their immediate family members, also members of the vendor's board of directors, hold any officer position with the vendor, or own any shares of any stock issued by the vendor?

Yes _____ No _____

If **Yes**, and if the CMSD employee, CMSD board member, or immediately family member is a member of the vendor's board of directors or holds an office with the vendor, please state the person's name and position with the vendor.

Name: _____

Position: _____

If **Yes**, and if the CMSD employee, CMSD board member, or immediate family member owns share of any stock in the vendor organization or company, state the percentage of all outstanding company shares owned by the CMSD employee or board member.

_____ %

2. Are any current CMSD employees, CMSD board members, or any immediate family members also employees of the vendor?

Yes _____ No _____

If **Yes**, please state the person's name and provide a description of their job duties for the provider:

Name: _____

Job Duties: _____

If **Yes**, please describe the contact that the vendor will have with the CMSD employee or CMSD board member in the course of providing services to the District:

CERTIFICATION

I do hereby certify that the foregoing statements are true and accurate, and that my signature below attests to the authenticity of my identity as the person actually signing this form. This document is not a contract. In order for a binding Agreement to exist, a signed Agreement will be required prior to any legally binding commitment by the District.

NOTARIZED STATEMENT

_____ being duly sworn and deposes says

That he/she is the _____ of
(title)

_____, and answers to all the
(organization)
foregoing questions and all statements therein contained are true and correct.

(signature)

Subscribed and sworn before me this ____ day of _____, 20 ____

Notary Public: _____

My commission expires: _____

Section VIII: Bidder Qualifications Form

Bidder must answer all questions or attach a written explanation for each question.

PROPOSER NAME: _____

ADDRESS: _____

CITY; STATE: _____ ZIP: _____

CONTACT PERSON: _____

TITLE: _____

TELEPHONE: () _____ TOLL FREE: () _____

TAXPAYER IDENTIFICATION NUMBER: _____

1. What type of organization? (i.e. corporation, partnership, etc.)

2. How many years has your organization been in business?

3. How many years has your organization been in business under its current name?

4. List any other aliases your organization has utilized in the last two years and the form of Business

5. If you are currently a corporation, list the following:
 - a. State of incorporation

 - b. Date of incorporation

 - c. President's name

 - d. Secretary's name

 - e. Treasurer's name

 - f. Statutory agent's name

 - g. Name of shareholders, if less than 10

- h. Principal place of doing business
6. If you are currently in a partnership, list the following:
 - a. Name and address of all general and limited partners.

 - b. Original name and date of organization's inception
 7. If you are neither a corporation nor a partnership, please describe your organization and list principals.
 8. Are you legally qualified to do business in the State of Ohio?
 9. Are you legally qualified to do business in Cuyahoga County and licensed by the City of Cleveland?
 10. Has your organization ever been (i) declared by a customer to be in default under a contractor and/or (ii) sued by a customer for failure to completely a contract or properly perform services in a timely manner? If yes, please state where, when, and why.
 11. Has your organization ever been cited by a local, county, state, or federal authority for violation of a regulation or statute or failing to timely complete a contract in accordance with specifications? If yes, please state date, agency, and final disposition.
 12. Has your organization ever filed for bankruptcy? If yes, please state where, when and why?
 13. On a separate sheet, list the major customers for whom your organization has provided this type of equipment or service in the past five years. Include owner's name and type of work performed.
 14. Has your organization ever been sued by a supplier for failure to timely pay for materials or equipment provided? If yes, please provide details.
 15. What is the dollar limit of your firm's General (CLS) Liability Insurance?

Name of insuring company: _____

Policy number: _____
 16. What is the dollar limit of your firm's Automotive Liability Insurance?

Owned vehicles _____

Non-Owned vehicles _____

Name of insuring company _____

Policy number _____

17. List the name and address of every person having an interest in this ITB.

18. Has any federal, state or local government entity ever cited or taken any action against your organization or any of its principals for failure to pay or remit any taxes including but not limited to income, withholding, sales, franchise, or personal property taxes? If yes, please give name of agency, date and amount of taxes overdue and resolution of the issue.

19. Is your organization and its' principals current in payment of personal property taxes?

20. The prospective lower tier participant certifies, by submission of this ITB, that neither it nor its principals is presently debarred, suspended, proposed, for debarment or suspension, declared ineligible, or voluntarily excluded from participation in this transaction by any State and/or Federal Department or Agency.

21. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this ITB.

Notarized Statement

_____ being duly sworn and deposes says

that he/she is the _____ of
(title)

_____, and answers to all the
(organization)

foregoing questions and all statements therein contained are true and correct.

(signature)

Subscribed and sworn before me this _____ day of _____, 20____

Notary Public: _____

My commission expires: _____

Section X: Non-Collusion Affidavit

This Affidavit must be executed and shall accompany the proposal in order for the proposal to be considered.

NON-COLLUSION AFFIDAVIT
State of Ohio, Cuyahoga County

_____, being first duly sworn, deposes and says that

he/she is _____ of _____

of the party making the foregoing proposal; that such proposal is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal, or that such other person shall refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or any other proposer, to fix any overhead, profit or cost element of said proposal price, or of that of any proposer, or to secure any advantage against the Board of Education of the Cleveland Metropolitan School District, or any person or persons interested in the proposal; and that all statements contained in said proposal are true; and further that such proposer has not, directly or indirectly, submitted this proposal, or the contents thereof, or divulged information or data relative thereto to any Association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this ____ day of _____, 20__.

Notary Public in and for Cuyahoga County, Ohio

My commission expires: _____

Section XI: Diversity Business Enterprise Program and Participation Forms

PROGRAM OVERVIEW

It is the goal of the Diversity Business Enterprise (DBE) program to ensure the firms owned and/or controlled by minorities and women have the opportunity to compete for any expenditure of funds including but not limited to contracts, lease purchase, requisitions, and all forms of equipment, work services, materials, construction, etc.

The DBE program shall make every good faith effort to ensure that certified DBE's in the relevant Cleveland Municipal School District geographic market have the maximum opportunity to proposal for contracts. The Cleveland Municipal School District geographic market is Cuyahoga, Summit, Lake, and Lorain counties.

The District has established goals for DBE participation in all contracts that it awards. The goals range from 15 to 30 percent and vary by the type of contract awarded:

- 15% Service Contracts
- 20% Goods and Supplies
- 30% Maintenance/Construction Repair

A Diversity Business Enterprise encompasses Minority Business Enterprises (MBEs) and Female Business Enterprises (FBEs)

A DBE is an enterprise in which minorities, African Americans, Native Americans, Hispanic or Latin Americans, Asian Pacific Islander Americans, and/or women own at least 51% of the shares of stock or controlling interest.

A FBE is a female-owned enterprise with at least 51% of the shares of stock or controlling interest, which is held by female.

A company may be in compliance with the District's DBE program although the applicable numerical goal is not met if a company makes a good faith commitment to comply with DBE regulations. The Purchasing Director determines whether a company has made a good faith commitment.

DBE requirements under certain circumstances can be waived by the district with convincing proof of good faith efforts.

TERMS AND CONDITIONS OF NOTICE AND REQUIREMENTS TO ENSURE DIVERSITY BUSINESS ENTERPRISE (DBE) OPPORTUNITY

Definition of DBE: A Diversity Business Enterprise (DBE)

"Small Diversity business concern" means a small business concern that is at least fifty-one (51) percent unconditionally owned by one or more individuals who are both socially and economically diverse, or a publicly owned business that has at least fifty-one (51) percent of its stock unconditionally owned by one or more socially and economically diverse individuals and that has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least fifty-one (51) percent unconditionally owned by an economically diverse Indian tribe or Native Hawaiian Organization, or a publicly owned business that has at least fifty-one (51) percent of its stock unconditionally owned by one of these entities, that has its management and daily business controlled by members of an economically diverse Indian tribe or Native Hawaiian organization.

1. "Socially diverse individuals" means individuals who have been subjected to racial or ethnic prejudice or culture bias because of their identity as a member of a group without regard to their qualities as individuals.
2. "Economically diverse individuals" means socially diverse individuals whose ability to compete in the free enterprise system is impaired due to diminished opportunities to obtain capital and credit as compared to others in the same line of business who are not socially diverse. Individuals who certify that they are members of named groups (African Americans, Hispanic Americans or Latin Americans, Native Americans, Asian-Pacific Islander Americans, Subcontinent Asian Americans) are to be considered socially and economically diverse.

Definition of FBE: Female Business Enterprise (FBE)

"Female-owned small business concern" means a small business concern:

1. Which is at least fifty-one (51) percent owned by one or more women; or, in the case of any publicly owned business, at least fifty-one (51) percent of the stock of which is owned by one or more women and;
2. Whose management and daily business operations are controlled by one or more woman.

TERMS

1. DBE participation will be counted toward meeting the goals outlined in the notice as follows:
 - a. The total dollar value of a correct contract or subcontractor indirect subcontract awarded toward a certified DBE will be counted toward the applicable goal.
 - b. In the case of a joint venture, certified by the Cleveland Municipal School District, the portion of the total dollar value of the contract equal to the percentage of the ownership and control of the DBE partner in the joint vendor will be counted toward the applicable goal. (PLEASE RETURN DBE FORM E)
 - c. Only expenditures to DBE that perform a commercially useful function in the work of a contract or subcontract, or indirect subcontract will be counted toward DBE goals. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of work of a contract or subcontract and carries out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE is presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption.
 - d. The total dollar value of materials and supplies obtained from DBE suppliers and manufacturers will be counted toward DBE goals if the DBE assumes the actual and contractual responsibility for the provision of the materials and supplies.
2. A proposer who fails or refuses to complete and return this Notice may be deemed a non-responsive proposer.
3. The contractor's goals as set forth in this Notice shall express the contractor's commitment to the percentage of DBE utilization during the term of this contract. The contract shall be deemed to have met its commitment for DBE utilization if the DBE utilization rate of the contractor meets the goals established by this Notice.

4. The contractor must receive the approval of the District before making substitutions for any subcontractors listed in the Notice. Substitution of DBE is not allowed unless the contractor receives District approval.
5. The contractor's commitment to a specific goal is to meet the DBE objectives and is not INTENDED and shall not be used to discriminate against any qualified company or group or companies.
6. The contractor's commitment to a specific goal for DBE utilization as required by this Notice shall constitute a commitment to make every good faith effort to meet such goal by a subcontracting to or undertaking to joint venture with DBE firms. If the contractor fails to meet the goal, it will carry the burden of furnishing sufficient documentation as part of the proposal response of its good faith efforts to justify a grant of relief from the goals set forth in this Notice. Such justification will take the forms of a detailed report which will document at least the following information:
 - a. Attendance at the pre-proposal meeting, if any, scheduled by the District to inform DBE's of Subcontracting opportunities under a given solicitation.
 - b. Advertisement in general circulation media, trade association publications, and minority-focus media for at least twenty (20) days before bids or proposals are due. If twenty (20) days are not available, publication for a shorter reasonable time is acceptable.
 - c. Written notification to DBE that their interest in the contract is solicited, and follow-up contact to determine whether the DBE's were interested.
 - d. Efforts made to select portions of the proposed work to be performed by DBE in order to increase the likelihood of achieving the stated goals.
 - e. Efforts to negotiate with DBE for specific sub-proposal, including at a minimum:
 - i. The names, addresses, and telephone numbers of DBE's that were contacted.
 - ii. A description of the information provided to DBE regarding the plans and specifications for portion of the work to be performed; and
 - iii. A statement of why additional agreements with DBE were not reached.
 - iv. Completion of (Form E) if DBE's are not involved in the ITB.
 - f. Concerning each DBE the supplier/contractor contacted but rejected as unqualified, the reasons for the supplier's/contractor's conclusion.
 - g. Efforts made to help the DBE's contacted that needed assistance in obtaining required bonding, lines of credit, or insurance.
 - h. Use of the services of minority community organizations, minority contractor's groups, governmental minority business assistance offices, and other organizations that assist in the recruitment and placement of DBE's.
7. Suppliers/contractors that fail to meet DBE goals and fail to demonstrate sufficient good faith efforts are not eligible for contract awarded.
8. The District, through its Diversity Officer will review the contractor's minority business enterprise involvement efforts during performance of this contract. Such review will include, but not be limited to, contractor's quarterly statement of income from the District and what portion of said income went to

the DBE enterprise(s) as evidenced by affirmation of the DBE enterprise(s) which the contractor hereby agrees to supply each quarter during the term of its contract with the District. If the contractor meets its goal or if the contractor demonstrates that every reasonable effort has been made to meet its goal, the contractor shall be presumed to be in compliance. Where the Diversity Officer finds that the contractor shall be presumed to be in compliance. Where the Diversity Officer finds that the contractor has failed to comply with the requirements of this Notice, said Diversity Officer shall inform the Purchasing Director who shall immediately notify the contractor to take corrective action. If the contractor fails or refuses to comply promptly, then the Purchasing Director, upon approval of the District, shall issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made subject of claim for extension of time or for excess costs or damages by the contractor. When the District proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of coming forward and showing that it has met the good faith requirements of the Notice, specifically including paragraph 7 hereof. Where the contractor is found to have failed to exert every good faith effort to involve DBE in the work provided, the District may declare that the contractor is ineligible to receive further District funds, whether as a contractor, subcontractor, or as a consultant, for a period of up to three (3) years.

9. The contractor will keep records and documents for three (3) years following performances of this contract to indicate compliance with this Notice. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representative of the District upon request together with any other compliance information which such representative may require.
10. Proposers and contractors are bound by all requirements, terms and conditions of this Notice.
11. Nothing in this Notice shall be interpreted to diminish the present contract compliance review

1: DBE Form A

Name of Firm: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Type of Business (Product or Service): _____

Date of Proposed Contract Award: _____

Amount of Proposed Contract Award: _____

Diversity Business Enterprise Subcontractor(s):

Dollar Amount Subcontract Award: _____

Percent of Subcontract Award: _____

D.B.E. Participation: _____ \$ _____

F.B.E. Participation: _____ \$ _____

Name of EEO Officer: _____

(Signature of owner, partner, or authorized officer)

Name: _____ Dated: _____

(printed)

Title: _____

DO NOT COMPLETE BELOW THIS LINE

___ Compliant ___ Compliance Pending ___ Non-Compliant

Compliance Date: _____

(signature, DBE Department)

(date)

2: DBE Form B

**NOTICE OF REQUIREMENT TO ENSURE
DIVERSITY BUSINESS ENTERPRISE (DBE) OPPORTUNITY**

Note: All eligible proposers for award of the contract should comply with the Requirements, Terms, and Conditions of this Notice.

The undersigned proposer hereby agrees that the goal it has established for DBE participation in this project through either subcontracting or entering into a joint Venture with DBEs in conformity with the Requirements. Terms and Conditions of this Notice is a goal of thirty (30%) percent for a construction/repair/ maintenance contract, twenty (20%) percent for a supply contract, and fifteen (15%) for a service contract of the total contract amount of this project. In no event will the absence of goals as stated above be deemed as compliance with the requirements, terms and conditions of this notice.

In addition, the undersigned will complete and attach hereto the DBE (Form C) Schedule for DBE participation, showing all DBE/FBE that will participate as subcontractors or joint ventures in this contract and a DBE (Form D), DBE Letter of Intent form for each DBE/FBE listed on the Schedule.

Proposer: _____

Date: _____

By: _____

Title: _____

Definition of DBE: A Diversity Business Enterprise (DBE)

"Small Diversity business concern" means a small business concern that is a least (51) percent unconditionally owned by one or more individuals who are both socially and economically diverse, or a publicly owned business that has at least (51) percent of its stock unconditionally owned by one or more socially and economically diverse individuals and that has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least (51) percent unconditionally owned by an economically diverse Indian tribe or Native Hawaiian Organization, or a publicly owned business that has least (51) percent of its stock unconditionally owned by one of these entities, that has its management and daily business controlled by members of an economically diverse Indian tribe or Native Hawaiian Organization.

3: DBE Form C

SCHEDULE MBE/FBE PARTICIPATION

Project Name: _____

Name of Non-DBE Contractor: _____

Identification Number: _____

Location: _____

Name of Minority Contractor: _____

Address: _____

City, State, Zip: _____

Type of work to be performed and work hours involved:

Projected commencement and completion dates for work:

Agreed price in dollars or percentage:

The undersigned will enter into a formal agreement with DBE for work listed in this schedule conditioned upon execution for a contract with the Cleveland Municipal School District

TO BE RETURNED WITH THE PROPOSAL

Signature of Non-DBE Prime Contractor

Date: _____

4: DBE Form D

DBE LETTER OF INTENT

To: _____
Non-DBE Prime or General Proposer

Project: _____

NON-DBE PRIME OR GENERAL PROPOSER

The Undersigned intends to perform work in connection with the above-referenced project as (check one):

an individual a corporation a partnership a joint venture

DBE status of the undersigned is confirmed in the Cleveland Municipal School District's DBE file of bona fide enterprises with a certification date of: _____

The Undersigned is prepared to perform the following described work in connection with the above referenced project. Specify in detail particular work items or parts thereof to be performed:

at the following price or percent of contract: \$ _____

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items _____
Projected Commencement Date _____
Projected Completion Date _____

_____ % (percent) of the dollar value of the subcontract will be sublet and/or awarded to NON-DBE contractor (s) and/or NON-FBE SUPPLIERS. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the Cleveland Municipal School District.

Date

Name of DBE Firm (where applicable)

Signature of DBE (where applicable)

Signature of MBE Firm

(TO BE RETURNED WITH ITB)

Name of FBE Firm

Signature of FBE Firm

5: DBE Form E

DBE Unavailability Certification

I, _____, _____
Name Title

Of _____, certify that on _____
Date

I contacted the following DBE to obtain a Proposal for work items to be performed on:

Board Project: _____

Minority Contractor: _____

Work Items Sought: _____

Form of Proposal Sought: _____

Female Contractor: _____

Work Items Sought: _____

Form of Proposal Sought: _____

To the best of my knowledge and belief said minority business enterprise was unavailable (exclusive of the unavailability due to lack of agreement on price) for work on this project or unable to prepare a proposal for the following reason (s):

Signature, Non-DBE prime Proposer Date

_____ was offered an opportunity to proposal on the above-referenced work on _____
_____ by _____
Date Non-DBE Prime Proposer

Signature, Non-DBE Prime Proposer

The above statement is a true and accurate account of why I did not submit a Proposal on this project.

Signature, Non-DBE prime Proposer

Non-Minority Prime Affidavit For DBE

STATE OF }
COUNTY OF } SS.

AFFIDAVIT

The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the items and operation of our subcontract and the intended participation by each party in the undertaking. Further, the undersigned covenant and agree to provide to the Cleveland Municipal School District current, complete, and accurate information regarding actual subcontract work and the payments thereof, and any proposed changes in any of the subcontract arrangements and to permit the audit and examination of the books, records and files of the subcontract or those of each party relevant to the subcontract, by authorized representatives of the Cleveland Municipal School District. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal and state laws concerning false statements.

Name of Firm: _____

Signature: _____

Name and Title: _____

Date: _____

STATE OF }
COUNTY OF } SS.

On this _____ day of _____ 20____, before me appeared _____
_____, to me personally known, who being duly sworn,
did execute the foregoing affidavit, and did state that they were properly authorized by _____
_____ to execute the affidavit and did so as their free act and deed.

(Seal)

Notary Public _____

Commission expires _____

7: DBE Form G

This form need not be completed if all joint venture firms are diversity business enterprises

1. Name of Joint Venture: _____

2. Address of Joint Venture: _____

3. Phone Number of Joint Venture: _____

4. Identify the firms which comprise this joint venture. (The DBE partner must complete DBE Form A or have current DBE Certification)

a. Describe the roll of the DBE firm in the joint venture: _____

b. Describe briefly the experience and business qualifications of each non-DBE Joint Venture: _____

5. Nature of Joint Venture's Business: _____

6. Provide a copy of the Joint Venture Agreement.

7. What is the percentage of DBE Ownership? DBE _____% FBE _____%

8. Ownership of Joint Venture: (This need not be completed if described in the Joint Venture agreement provided in response to question 6).

a. Profit and loss sharing: _____

b. Capital contributions, including equipment: _____

c. Other applicable ownership interest: _____

9. Control of and participation in this contract. Identify by name, race, and "firm" those individuals and their titles who are responsible for day-to-day management and policy decision making, including, but not limited to, those prime responsibility form:

- a. Financial decisions: _____

- b. Management decisions, such as:
- i. Estimating: _____
 - ii. Marketing and Sales: _____
 - iii. Hiring and firing of management personnel: _____

 - iv. Purchasing of major items or supplies: _____

- c. Supervision of field operations: _____

Note: If after complete the DBE Form B and before the completion of the joint venture's work on any contract awarded, there is any significant change in the information submitted, the joint venture must inform the Cleveland Municipal School District, either directly or through the non-DBE prime subcontractor if the joint vendor is a subcontractor.

Non-Minority Prime Affidavit (Joint Venture)

STATE OF OHIO

CUYAHOGA COUNTY

AFFIDAVIT

The undersigned swear that the forgoing statements are correct and include all material information necessary to identify and explain the items and operation of our subcontract and the intended participation by each joint venture in the undertaking. Further, the undersigned covenant and agree to provide to the Cleveland Municipal School District current, complete, and accurate information regarding actual joint venture work and the payments thereof and any proposed changes in any of the subcontract arrangements and to permit the audit and examination of the books, records and files of the joint venture or those of each party relevant to the joint venture, by authorized representatives of the Cleveland Municipal School District. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal and state laws concerning false statements.

Name of Firm (Prime)

Name of Firm (DBE)

Signature

Signature

Name and Title

Name and Title

Date

Date

STATE OF

] COUNTY OF

]SS.

On this _____ day of _____ 20 __ , before me appeared _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that they were properly authorized by _____ to execute the affidavit and did so as their free act and deed.

(Seal)

Notary Public

Commission expires

Section XII: EOA Contractual Declaration Forms
CMSD Affirmative Action Program

Vendor Contract Compliance, Procedures and Guidelines

Note: Please read carefully all of the information contained in these documents.

Pursuant to the Affirmative Action Policy Adopted by the Cleveland Municipal School District, the following guidelines and procedures will be implemented to ensure that all vendors doing business with the District are in compliance with Equal Employment Opportunity Standards.

A. SUBMISSION OF VENDOR EMPLOYMENT PRACTICE REPORT

All vendors and contractors who propose to provide goods, services, supplies, and equipment through formal proposals, informal proposals, and contract term agreements are required to submit a Vendor Employment Practice Report with each Proposal. Approved status by the Vendor Employment Practice Report includes the following documents which must be completed in their entirety and returned with the proposal.

Please note, compliance approval consists of both DBE and Vendor Contract Compliance approval.

1. General Information Sheet (Form 1): Provides basic information on the vendor.

1a. SMSA/OR RECRUITMENT AREA: Indicates the relevant labor area in which your facility is located. Designate the Standard Metropolitan Statistical Area, county, or city from which the facility can draw applicants or recruit for most positions.

In making relevant labor area determinations, examine the statistics on racial, ethnic, and gender composition of the Standard Metropolitan Statistical Area, county, or city surrounding your organization, as well as other appropriate adjacent areas.

The relevant labor area should be the SMSA county or city with the highest population of minorities and women.

1b. DEFINITION: As defined by the U.S. Bureau of the Census, SMSA is: "Except in the New England States, a county or group of contiguous counties which contains at least one city of 50,000; in addition contiguous counties if they are socially and economically integrated within the central city; in the New England States towns and cities instead of counties. Each SMSA must include at least one central city."

2. **Compliance Declaration Form** (Form 2) - The Agreement indicating the vendor is in compliance with Equal Employment Opportunity requirements, will take affirmative action, and will comply with all Fair Labor Standard practices.

3. **Current Employment Data Form** (Form 3) – Current personnel data indicating employees in each job category classified by gender and race.

4. **Existing Affirmative Action Program** – If any and copies of any agreement between the vendor and the Equal Employment Opportunity Commission, Office of Federal Contract Compliance Program or court order pertaining to equal employment opportunity.

B. EVALUATION OF COMPLIANCE DATA

1. The Diversity Officer will evaluate data submitted by vendors who are recommended to receive District proposals and contracts. Vendors found in compliance with the District's Equal employment opportunity standards (Affirmative Action and DBE Program) will be placed on the approved vendor's list.
2. In the event that a vendor is found not in compliance with the District's equal employment opportunity standards, the Diversity Officer will inform the Purchasing Director of the Reason(s) and ask that the Purchasing Director not award the contract or proposal to the vendor pending compliance. The Purchasing Director or Manager of Diversity will inform the vendor of reason(s) for non-compliance. Vendors found not in compliance will be given ten (10) business days from the time of notification by the Purchasing Director or Manager of Diversity to submit an acceptable affirmative action program to the Diversity Officer.
3. If the vendor which has been found not in compliance submits an acceptable affirmative action plan to the Diversity Officer within ten (10) business days of notification, the vendor may be given conditional approval.

C. AFFIRMATIVE ACTION PLAN

1. Vendor found not in compliance with the District's equal employment opportunity standards are expected to develop and implement affirmative action programs if they expect to be eligible to successfully propose for District contracts.
2. While it is the vendor's responsibility to develop an affirmative action program which will result in equal employment opportunity for persons from all sectors of the community, the Officer in Charge of the Diversity Program may refer prospective proposers to resources which may be of assistance in developing affirmative action programs.
3. In the event that a vendor who has been awarded a District contract does not make satisfactory progress toward goals in the affirmative action program, the District will not negotiate a new contract until the vendor assures the Diversity Officer that significant progress will be made.

D. CONDITIONS UNDER WHICH PROPOSALS MAY BE REJECTED OR CONTRACTS TERMINATED ON EQUAL EMPLOYMENT OPPORTUNITY GROUNDS

1. Vendor fails to submit completed and signed EEO documents with proposal or other requested information in a timely manner.
2. The vendor is found not to be in compliance with EEO laws, regulations and District policy, and does not have an acceptable Affirmative Action Program, or if the vendor has an acceptable Affirmative Action Program but the Diversity Officer determines the vendor has not made satisfactory progress toward goals in the plan and shows no promise of achieving the goals.
3. Any inconsistencies of misrepresentation of the facts in any of the requested information designed to portray the vendor in a more favorable position with respect to Equal Employment Opportunity Compliance will be grounds for cancellation of the contract by the Purchasing Director upon recommendation by the Diversity Officer and confirmation by the Cleveland Municipal School District.

Form 1: Vendor Contract Compliance Form

Name of Firm: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Standard Metropolitan Statistical Area: _____

Recruitment Area: _____

Type of Business (product or service): _____

Name of EEO Officer: _____

Signature of Owner, Partner, or Authorized Officer: _____

Name (type or print): _____

Date: _____ Title: _____

Do not complete below this line

Status of Vendor:

Compliance

Conditional Compliance

Non-Compliance

Compliance Pending

Comments: _____

Date: _____ Signature: _____

Form 2: Compliance Declaration

The following must be filled out completely:

It is the policy of _____ that equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, national origin, age, or handicap.

In support of this policy, _____ will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or handicap.

_____ will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, color, sex, national origin, age, or handicap. Such action will include, but not be limited to:

Recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

The undersigned company states that they are of current applicable requirement pertaining to Fair Labor Standards and Non-Discriminatory Practices of Federal, State, and Local Governments.

The undersigned further acknowledges that if the contract is awarded to the undersigned, that the undersigned will comply with all Fair Labor Standard Practice.

(Name of Company)

_____ Date: _____

(Signature of Company Official)

STATE OF (_____)
COUNTY OF (_____) SS.

BEFORE ME, a Notary Public in and for said County and State personally appeared the above-named Company _____ by _____

It's _____, who acknowledged that they knowingly signed the aforesaid instrument, and that the same is their free act and deed duly authorized and the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed seal at

_____, _____, this

day of _____, 20__.

DESCRIPTION OF JOB CATEGORIES

OFFICIALS, MANAGERS, AND SUPERVISORS

Occupations requiring administrative personnel who set District policies, exercise overall responsibility of the places, and direct individual departments or special phases of a firm's operations includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents, buyers, and kindred workers.

PROFESSIONALS

Occupations requiring either college graduation or experience of such kind and amount as to provide background. Includes: accountants and auditors, airplane pilots and editors, engineers, layers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teacher's and kindred workers.

TECHNICIANS

Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through (about) two years of post-high school education, such as that which is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: drafters, engineering aides, junior engineers, mathematical aids, nurses, photographers, radio operators, scientific assistants, surveyor of technical illustrators, technicians (medical, dental, electronic, physical sciences), and kindred workers.

SALES WORKERS

Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and salespersons, insurance agents and brokers, real estate agents and brokers, stock bond salespersons, demonstrators, salespersons, sales clerks, and kindred workers.

OFFICE AND CLERICAL

Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non-manual, includes: bookkeepers, cashiers, collectors (bills and account), messengers and office clerks, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators and kindred workers.

CRAFTWORKERS (SKILLED)

Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the process involved in their work, exercise considerable independent judgment, and usually receive an extension period of training. Includes: the building trades hourly paid foremen who are not members of management, mechanics and repairers, skilled machine operators, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and kindred workers.

OPERATIVE (SEMI-SKILLED)

Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require limited training.

LABORERS (UNSKILLED)

Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farmers), ground-keepers, long-shore workers, craftsperson and stevedores, lumber's and woodchippers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

SERVICE WORKERS

Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other instruction, professional and personal service), barbers, and cleaners, cooks, guards, door keepers, stewards, janitors, police officers and detectives, porters, food services, and kindred workers.

APPRENTICES

Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprentice, regardless of whether the program is registered with a Federal or State agency.

Form 3: Employment Data Form

Please note this data may be obtained by visual survey or post-employment record. Neither visual surveys nor post-employment records are prohibited by any federal, state or local law. All specified data is required to be filled in by District policy.

Job Categories	All EMPLOYEES			MALES					FEMALES				
	TOALS MALES & FEMALES	MALES	FEMALES	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	ASIAN AMERICAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALSKAN NATIVE	HISPANIC	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	ASIAN AMERICAN OR PACIFIC ISLANDE	AMERICAN INDIAN OR ALSKAN NATIVE	HISPANIC
OFFICIALS, MGRS & SUPERVISORS													
PROFESSIONALS													
TECHNICIANS													
SALES WORKERS													
OFFICE/CLERICAL													
CRAFTWORKERS (SKILLED)													
OPERATIONS (SEMI-SKILLED)													
LABORERS (UNSKILLED)													
SERVICE WORKERS													
APPRENTICES													
TOTAL													

Additional information (optional):

Describe any other actions taken which show that all employees are recruited, hired, or trained or promoted without regard to their race, religion, color, sex, handicap, age or national origin. Use second sheet if additional space is needed:

The undersigned certifies that they are legally authorized by the proposer to make the statements and representations contained in this report, and that they have red all of the foregoing statements and representations which are true and correct to the best of their knowledge and belief.

FIRM OR CORPORATE NAME: _____

DATE: _____

SIGNATURE: _____

TITLE: _____

Section XIII: Supplier Construction Agreement Sample



SAMPLE ONLY DO NOT COMPLETE

CLEVELAND MUNICIPAL SCHOOL DISTRICT CONSTRUCTION AGREEMENT

This Construction Agreement (the “Agreement”) is made as of December, 2021 by and between **THE CLEVELAND MUNICIPAL SCHOOL DISTRICT**, 1111 Superior Ave. E, Suite 1800, Cleveland, Ohio 44114 (the “District”) and **SELECTED VENDOR**, Address, City, State, Zip (the “Contractor” and, together with District, the “Parties”) and is for the purposes described below.

1. **CONTRACT PURPOSE.** The purpose of this contract is XXXXXXXX (the “Project”). The Contractor shall perform all work (“Work”) described in ITB #21330. The bidding documents, drawings and specifications and the Contractor’s bid are included in the contract terms and conditions as if rewritten herein.
2. **TERM.** This Agreement shall commence on the date first written above, and Contractor shall attain final completion of the Work not later than XX calendar days following issuance of a Purchase Order unless an extension is granted in writing by the District; provided, however, that the District may terminate this Agreement at any time without obligation and without cause by giving fourteen (14) days’ written notice to the Contractor under the Termination for Convenience clause below. Contractor acknowledges that time is of the essence in this Agreement and that the Project shall be completed on or before the date set forth herein for final completion. If Contractor fails to complete the Project on or before the date set forth herein for final completion for any reason other than a default or delay caused by the District, the Contractor hereby agrees to pay the District, as liquidated damages, the sum of \$200.00 per day for each calendar day beyond the date set forth herein for final completion that the Contractor fails to complete the Project. The amount of liquidated damages is fixed and agreed on between the District and the Contractor because of the impracticality and difficulty of ascertaining the true value of damages that the District will sustain by failure of the Contractor to complete the Project on time. Contractor may work on the Project during ordinary business hours unless otherwise agreed to by the District.
3. **COMPENSATION.** This is a fixed-price contract. Subject to the terms and conditions of this Agreement, the District shall pay the Contractor the amount of \$XXXX (the “Contract Sum”), based upon the Base Bid plus Alternate option on the bid form submitted by Contractor submitted by the Contractor on **date**. The Contractor shall submit to the District, before the first invoice, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the District may require. This schedule, unless objected to by the District, shall be used in reviewing the Contractor’s invoices. If all or part of any funds of the Contractor that are held by the District, whether it be

retainage, escrowed funds or otherwise, should be attached, garnished or levied upon under any order of court, or if the delivery thereof shall be stayed or enjoined by any order of court, or if any other writ, order, judgment, or decree shall be made or entered by any court affecting the held funds, or any part thereof whether with or without jurisdiction, and in case District obeys and complies with any such writ, order judgment, or decree, District shall not be liable to the Contractor, its successors, or assigns, and Contractor shall indemnify and hold District harmless for its compliance with such writ, order, judgment or decree, notwithstanding that such writ, order, judgment or decree be subsequently reversed, modified, annulled, set aside, or vacated.

4. **COORDINATION OF THE WORK.** The Contractor is responsible for scheduling the Work and coordinating the subcontractors. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, tests, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Contractor shall give the District timely notice of when and where tests and inspections are to be made so that the District may be present for such procedures.

5. **PAYMENTS.** Subject to the retainage provisions of Ohio Revised Code Sections 153.12, 153.13 and 153.14, the Contractor will provide an invoice each month on or about the 15th day of the month containing a detailed summary of the Work completed by the Contractor for the previous month. Each invoice shall be accompanied by a certified payroll report as more specifically set forth in Article 37 herein. The District will render payment to Contractor within ninety (90) days after receiving such invoice. Contractor shall provide such documentation as requested by the District that the Work described in the invoice was actually provided. Failure to provide such documentation upon the District's request shall excuse the District from paying for the invoiced Work. Contractor will not submit invoices for materials stored off site unless the off-site storage has been approved by the District, which approval may be withheld in the District's sole discretion. The Contractor warrants that title to all Work covered by an invoice will pass to the District no later than the time of payment. The Contractor further warrants that upon submittal of an invoice, all Work for which payments have been received from the District shall be free and clear of liens, claims, security interests or other encumbrances adverse to the District's interests.

The Contractor shall pay in full all bills incurred by the Contractor for the Contractor's Work, and shall submit upon the District's request receipted invoices or waivers of lien as evidence of payment in full of Contractor's bills. The District reserves the right to withhold from any payment hereunder amounts claimed against the Contractor or the Contractor's surety company representing obligations arising out of the Contractor's Work, until Contractor provides to the District evidence of payment of such obligations. The District also reserves the right to withhold from any payment hereunder the amount of any expense, loss or damage that the District sustained or reasonably expects to sustain as a result of nonperformance or faulty or delayed performance by the Contractor under this Agreement. The District may apply such amount in payment of the expense, loss or damage sustained.

Final payment on this Agreement shall be payable within ninety (90) days after final completion of

the Contractor's Work, the final acceptance thereof by the District, and receipt of a final invoice from the Contractor. No payment made shall be evidence of the performance of Contractor's Work, either in whole or in part, and no payment, including the final payment, shall be construed to be an acceptance of defective Work or improper materials used by the Contractor. Anything herein contained to the contrary notwithstanding, acceptance by the Contractor of the final payment shall constitute a full and final release by the Contractor of all claims against the District. As a condition precedent to the Contractor receiving final payment the Contractor shall also submit to the District (a) as-built drawings, (b) a complete list of Subcontractors and principal vendors on the Project, including addresses and telephone numbers, (c) an indexed, loose leaf binder containing complete installation, operation, and maintenance manuals, including all manufacturers' literature, of equipment and materials used in the Work, (d) an indexed, loose leaf binder containing all inspection reports, permits, and temporary and final certificates of occupancy and licenses necessary for the occupancy of the project, and (e) any and all other items required pursuant to the Contract Documents. The making of final payment shall constitute a waiver of claims by the District except those arising from (1) liens, claims, security interests or encumbrances arising out of the Contract and unsettled; (2) failure of the Work to comply with the requirements of the Contract Documents; (3) terms of special warranties required by the Contract Documents; or (4) Contractor's indemnity obligations under this Agreement

The Contractor is not entitled to payment of the Contract Sum if the Work under this Agreement is no longer needed, required or requested by the District, or if this Agreement is terminated by the District with or without cause. The District is not liable in any manner for expenses incurred by the Contractor through its utilization of third-party vendors or contractors.

6. **FUNDING SOURCE**

Budget Number/Code	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="padding: 2px 5px;">0</td><td style="padding: 2px 5px;">0</td><td style="padding: 2px 5px;">0</td></tr> </table>	0	0	0	.	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="padding: 2px 5px;">0</td><td style="padding: 2px 5px;">0</td><td style="padding: 2px 5px;">0</td><td style="padding: 2px 5px;">0</td></tr> </table>	0	0	0	0	.	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="padding: 2px 5px;">0</td><td style="padding: 2px 5px;">0</td><td style="padding: 2px 5px;">0</td><td style="padding: 2px 5px;">0</td></tr> </table>	0	0	0	0	.	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="padding: 2px 5px;">0</td><td style="padding: 2px 5px;">0</td><td style="padding: 2px 5px;">0</td></tr> </table>	0	0	0	..	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="padding: 2px 5px;">0</td><td style="padding: 2px 5px;">0</td><td style="padding: 2px 5px;">0</td></tr> </table>	0	0	0
0	0	0																								
0	0	0	0																							
0	0	0	0																							
0	0	0																								
0	0	0																								
	<i>FUND</i>		<i>SCC</i>		<i>FUNCTION</i>		<i>OBJECT</i>		<i>OPU</i>																	

7. **INDEMNIFICATION AND HOLD HARMLESS.** The Contractor shall indemnify, defend, and hold harmless the District, all of its members, officers, employees, and agents, from and against any and all liability (whether real or asserted), claims, demands, expenses, costs (including legal fees) and causes of action of any nature whatsoever for injury or death of persons, or damage or destruction of property which may result from or arise out of the negligence or intentional misconduct of the Contractor or its employees, officers, or agents, in the course of the Contractor's performance of this Agreement or the Contractor's failure to perform. This indemnification and hold harmless obligation survives the term of this Agreement.

8. **INDEPENDENT CONTRACTOR STATUS.** Contractor and the District acknowledge and agree that Contractor is an independent contractor and has no authority to bind the District or otherwise act as a representative of the District. The District will provide **no** benefits such as health insurance, unemployment insurance, or worker's compensation insurance to the Contractor. Contractor will be responsible for payment of all federal, state and local income taxes, unemployment and workers' compensation coverage.

9. **CONFIDENTIALITY/OWNERSHIP.** The Contractor agrees that all information provided by the District or any information that the Contractor may acquire, directly or indirectly, if any, which relates to the District and which the District identifies to the Contractor as confidential will be kept

confidential and not used by or released to any third party or parties without the prior written consent of the District.

10. **NO DAMAGES FOR DELAY.** The District shall not be held responsible for any loss, damage, costs, or expenses sustained by the Contractor as the result of any project delays, disruptions, suspensions, Work stoppages, or interruptions of any kind, whether reasonable or unreasonable or whether occasioned by changes ordered in the Work or otherwise caused by an act or omission of the District, its agents, employees, or representatives, or by any cause whatsoever beyond the control of the Contractor.
11. **FINDINGS FOR RECOVERY/ DEBARMENT OR SUSPENSION.** Contractor represents that it has no unresolved findings for recovery against it by the Ohio Auditor of State or any notice of debarment or suspension from any Federal Agency. The District may terminate this contract at any time if the vendor or any of its directors or officers is found at any time to have any unresolved findings for recovery by the Auditor of State or any notice of debarment or suspension from any Federal Agency. Certification from the Ohio Auditor of State's website and the Federal System for Award Management (SAM) website is attached to this Agreement as Exhibit B.
12. **CRIMINAL BACKGROUND CHECK.** Contractor shall perform or cause to be performed an Ohio Bureau of Criminal Investigation and Identification and Federal Bureau of Investigation criminal background check of the employees of Contractor or of any subcontractor that will perform Work or services or otherwise be present at the Project site within the proximity of students of the District. Prior to the performance of any services by such employees, the criminal background check shall be performed and completed at Contractor's sole cost and expense. No person shall be employed on site by Contractor or by any subcontractor who has been found guilty of any of the criminal offenses enumerated in Ohio Revised Code Section 3319.39 or any equivalent provisions under Federal law or the laws of any of the other states. Contractor shall remove (and shall cause its subcontractor to remove) any person from the Project site found (during the criminal background check or otherwise) to have violated any of the offenses listed in Section 3319.39 of the Ohio Revised Code or equivalent provisions thereof under Federal law or the laws of any of the other states. The foregoing shall not (i) be cause for any claim against the District for any reason, including without limitation, interference or delay, and (ii) excuse Contractor or any subcontractor from meeting the construction schedule.
13. **DISCRIMINATION.** Contractor agrees that (A) in the hiring of employees for the performance of Work under the contract or any subcontract, Contractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall not discriminate against any citizen of this state in the employment of a person qualified and available to perform the Work to which the contract relates; (B) Contractor or any subcontractor or person acting on behalf of Contractor or its subcontractors, in any manner, shall not discriminate against, intimidate, or retaliate against any employee hired for the performance of Work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry; (C) Contractor shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code and shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Department of Administrative Services; and (D) Any provision of a hiring hall contract or agreement which obligates the Contractor to hire, if available, only employees referred to the Contractor by a labor

organization shall be void as against public policy and unenforceable with respect to employment under any public improvement contract unless at the date of execution of the hiring hall contract or agreement, or within thirty (30) days thereafter, the labor organization has procedures in effect for referring qualified employees for hire without regard to race, color, religion, national origin, military status as defined in Revised Code Section 4112.01, or ancestry and unless the labor organization includes in its apprentice and journey person's membership, or otherwise has available for job referral without discrimination, qualified employees, both whites and non-whites (including African-Americans).

14. **PERSONNEL.** Upon the District's request, and in its sole discretion, Contractor shall replace any personnel assigned to the Project by the Contractor.
15. **LABOR DISPUTE.** If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, the Contractor shall immediately give notice, including all relevant information, to the District.
16. **PROMPT PAYMENT DISCOUNT.** If the Contractor offers a prompt payment discount on any other contract, public or private, then the District shall be extended the same discount on this Agreement and shall be so notified of the existence of the discount and the terms thereof.
17. **DAMAGE TO BUILDINGS, EQUIPMENT, AND VEGETATION.** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the District premises. If the Contractor's failure to use reasonable care causes damage to any District property, the Contractor shall replace or repair the damage at no expense to the District as the District directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.
18. **NOTICE OF BANKRUPTCY.** In the event that Contractor enters into bankruptcy proceedings, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic mail, written notification of the bankruptcy to the District office responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. This obligation remains in effect until the District makes final payment under this Agreement.
19. **AVAILABILITY OF FUNDS.** The Parties acknowledge and agree that the District is a governmental entity and due to statutory provisions cannot commit to the payment of funds beyond its current fiscal year (July 1 through June 30). If funds are not allocated for the Project for any succeeding fiscal year during which this Agreement may continue, the District may terminate this Agreement at the end of the last fiscal period for which funds have been allocated without liability for any termination charges, fees, or penalties. The District shall be obligated to pay all charges incurred through the end of the last fiscal period for which funds were appropriated.
20. **RECORDS.** The Contractor shall maintain all records pertaining to this Agreement on file for not less than ten (10) years and until any audit issues are resolved. The Contractor shall make such records available to the District or any duly authorized representative of the District upon request. If this is a federally funded contract, the Contractor shall comply with all federal records retention rules, regulations and laws and shall allow access to such records as required by federal law.

21. TERMINATION BY THE OWNER FOR CAUSE.

21.1 The District may terminate the Contract if the Contractor:

21.1.1 refuses or fails to supply enough properly skilled workers or proper materials;

21.1.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

21.1.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or

21.1.4 otherwise is guilty of breach of a provision of the Contract Documents.

21.2. When any of the above reasons exists, the District may, without prejudice to any other remedy the District may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the District may deem expedient. Upon request of the Contractor, the District shall furnish to the Contractor a detailed accounting of the costs incurred by the District in finishing the Work.

21.3 When the District terminates the Contract for one of the reasons stated in this Article 21, the Contractor shall not be entitled to receive further payment until the Work is finished.

21.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including expenses of the District made necessary thereby, and other damages incurred by the District and not expressly waived, such excess shall be paid to the Contractor to the extent of Work that was actually and satisfactorily performed by the Contractor. If such costs and damages exceed the unpaid balance, the Contractor and/or the Contractor's surety shall pay the difference to the District.

22. **WAIVER OF DEFAULT.** If the District consents to or waives the breach of any provision of covenant in this Agreement, such waiver shall not constitute a waiver of such provisions or covenant as to the future, and the District shall not be estopped from later enforcing any provision or covenant it may have previously waived or elected not to enforce; nor shall such waiver have any effect on the enforcement of any other provision of this contract.

23. **TERMINATION FOR CONVENIENCE OF DISTRICT.** The District may terminate this Agreement at its option without obligation upon fourteen (14) days written notice to the Contractor. The District may terminate this Agreement for any reason or no reason at all. Should the District terminate this Agreement for cause, but that cause be subsequently found to be insufficient to support termination, the termination shall be deemed one of convenience.

24. **EFFECT OF TERMINATION FOR CONVENIENCE.** If the District terminates this Agreement for its convenience, then the District shall only remit payment to the Contractor for Work satisfactorily performed up to the date of termination. In no event shall the Contractor be entitled to lost or anticipatory profits. Upon receipt of written notice from the District of a termination for convenience, the Contractor shall with respect to the Work that is terminated: (i) cease operations as directed by the District in the notice; (ii) take actions necessary, or that the District may direct, for the protection and preservation of the Work; and (iii) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all

existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

25. MISCELLANEOUS

- a. Contractor represents and warrants that it possesses the requisite qualifications and personnel to provide the services agreed to herein.
- b. Neither party may assign or sub-contract this Agreement or any right or interest herein without the prior written consent of the other party. The subcontract form between the Contractor and a subcontractor shall meet the applicable requirements of Ohio Administrative Code 153:1-3-01 and 153:1-3-02.
- c. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns.
- d. In the event of inconsistencies within or between parts of the Contract Documents or between the Contract Documents and applicable standards, codes, and ordinances that are not clarified through a modification, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner's interpretation. Anything shown in the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. Any Work shown on one drawing shall be construed to be shown in all drawings.
- e. The paragraph headings are for convenience only and shall not affect the interpretation of this Agreement.
- f. The validity and construction of this Agreement shall be determined in accordance with the laws of the State of Ohio, without regard to any conflict of law provisions. The Court of Common Pleas of Cuyahoga County, Ohio shall have exclusive jurisdiction over any action concerning this Agreement except that if the U.S. District Court is determined to have exclusive jurisdiction, then the forum shall be the U.S. District Court for the Northern District of Ohio.
- g. The Contractor and all subcontractors shall comply with all local, state and federal laws, rules, regulations and ordinances.
- h. No travel expense reimbursement is authorized unless specifically stated in this contract. If so stated, the meals, travel, and lodging are reimbursable only in strict compliance with the Ohio Auditor of State Technical Bulletins, Guidance and Rules and Regulations and, if this contract is federally funded in whole or in part, in strict compliance with all rules, regulations and guidance of the U.S. Office of Management and Budget and any other federal office or agency having jurisdiction over federally funded contracts.
- i. This document contains the entire Agreement between the parties with respect to the services to be provided hereunder. The Parties hereby represent that there are no representations, understandings or agreements between the Parties related to the Project, whether oral or written, which are not included herein.

26. **CONFLICT OF INTEREST.** The Contractor represents that none of its employees, directors, officers or agents is an employee or board member of the Cleveland Municipal School District. The Contractor further represents that no employee or board member of the Cleveland Municipal School District has any ownership interest in or fiduciary duties to the Contractor or any of its affiliates. The District's signatory to this Agreement represents that neither he/she or any family member have any ownership interest in or fiduciary duties to the Contractor or any of its affiliates.
27. **TAXES.** The Contractor shall pay applicable sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. District will provide to Contractor, upon request, a completed State of Ohio Sales and Use Tax Construction Contract Exemption Certificate.
28. **INSURANCE.** During the term of this Agreement, the Contractor shall, at its own expense, purchase and maintain insurance in no less that the following amounts and with the following conditions:
- a. Workers' Compensation and employers' liability insurance to the fullest extent required by applicable law;
 - b. Commercial general liability coverage for bodily injury and property damage, including stopgap employers' liability coverage, contractual liability coverage and an exception to any applicable pollution or asbestos exclusion. If a claims policy is used, it must have an unaltered extended discovery period provision, in not less than the following amounts:
 - i. General Aggregate Limit: \$2,000,000 CSL per location;
 - ii. Each Occurrence Limit: \$1,000,000 CSL per location; and
 - iii. Commercial automobile liability coverage, including non-owned and hired automobiles, in an amount not less than \$1,000,000; and
 - c. property insurance on an "all-risk" or equivalent policy form, including builder's risk. The amount of the insurance shall be equal to the Contractor's Contract Sum plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the District has an insurable interest in the property required by this Article to be covered, whichever is later. This insurance shall include interests of the District, the Contractor, Subcontractors and sub-subcontractors in the Project.
 - d. The Contractor shall provide the District with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal. Each policy required to be purchased or maintained by the Contractor, with the exception of the Workers' Compensation policy, shall name the District as an additional insured (for the purposes of this Agreement, being a certificate holder does not constitute being named as an additional insured). The certificates of insurance shall contain a provision that the policy or policies will not be cancelled without thirty (30) days' prior written notice to the District. Upon the District's request, the Contractor shall provide complete copies of any or all policies for the District to review. All certificates must be received and approved by the District before any Work under this Agreement commences.

29. **PAYMENT AND PERFORMANCE BONDS.** If applicable, the Contractor shall furnish payment and performance bonds as required by Ohio Revised Code Section 153.54, in the form required by Ohio Revised Code Section 153.57 and 153.571, and shall provide the District with proof of such bonds at the time of entering into this Agreement.

30. **PROTECTION OF PERSONS AND PROPERTY.** The Contractor will take no action that would jeopardize the safety of the District's students, employees or guests. The Contractor will not take any action that would interfere with the District's activities without the District's prior written approval. The District reserves the right to require Contractor, its employees and agents to wear identification and stay in designated Work areas at all times while on the District's property. The District shall have the right to require Contractor to remove any of its employees or agents from the Project for failing to wear proper identification, being outside the designated Work area, fraternizing with or engaging in any improper behavior directed towards or in the vicinity of students, employees or guests of the District, or for any other good cause shown.

The Contractor shall take all reasonable safety precautions with respect to its Work and shall comply with all safety measures of the District and all applicable laws, ordinances, rules and regulations for the safety of persons or property in connection with the Contractor's performance under this Agreement. Contractor shall take any precautions necessary to protect the Work of other trades from damages cause by its operations.

31. **WARRANTY AND CORRECTION OF WORK.** Contractor warrants that (i) all materials and equipment furnished and incorporated by it in the Project shall be new, (ii) all materials, equipment and Work provided by it shall be of good quality, free from any faults and defects and (iii) all materials, equipment and Work provided by it shall be in conformity with all applicable laws, rules and regulations and with the Contract Documents. Contractor shall correct any Work that fails to conform with any applicable law, rule or regulation or with the requirements of the Contract Documents if such failure to conform appears during the progress of the Project. The Contractor agrees to assign to the District at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

In addition to, and not in limitation of the foregoing warranties, Contractor shall also remedy any defects due to faulty materials or workmanship which appear within a period of one (1) year from the date of completion of the Project. One month prior to the expiration of the one (1) year period, the Contractor shall attend a walk-through of the Project.

32. **ANTI-ABUSE OF DRUGS AND ALCOHOL.** The Contractor shall make a good-faith effort to ensure that no employee of the Contractor will purchase, transfer, use, possess or be under the influence of alcohol or illegal drugs or abuse legally-obtained drugs while on or about the Project. Except for the term "employee," terms in this paragraph are used as defined in Rule 123:1-76 of the Ohio Administrative Code.

33. **CHANGES TO THE PROJECT.** By appropriate modification, changes in the Project may be accomplished after execution of this Agreement. The District, without invalidating this Agreement, may order changes within the general scope of the Project consisting of additions, deletions or other revisions, with the Contract Sum and term of the Agreement being adjusted accordingly. Such changes in the Project shall be authorized by either (i) mutual agreement of the Parties through a

written Change Order signed by the District and the Contractor, or (ii) in the absence of mutual agreement, by written Construction Change Directive signed only by the District.

In the case of a Construction Change Directive signed only by the District, adjustments in the Contract Sum shall be determined by calculating the Contractor's cost of additional labor, material and equipment and a reasonable allowance for overhead and profit, unless the Parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive, and the District will make an interim determination of the amount of payment due for purposes of certifying the Contractor's invoice for payment. When the District and Contractor agree on adjustments to the Contract Sum and/or the term of this Agreement arising from a Construction Change Directive, the District will prepare a Change Order. The Contractor shall proceed diligently with the performance of the changes in the Project following receipt of and as set forth in the Construction Change Directive pending resolution of a Change Order.

The District will have authority to order minor changes in the Project not involving adjustment in the Contract Sum or extension of the term of this Agreement and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the District and Contractor. The Contractor shall carry out such written orders promptly.

Agreement on any Change Order shall constitute a final settlement of all claims of the Contractor relating to the change in the Project that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

34. **SUBMITTALS.** The Contractor shall review for compliance with the Contract Documents and submit to the District shop drawings, product data, samples and similar submittals required by the Contract Documents in such sequence as to allow the District reasonable time for review. By submitting shop drawings, product data, samples and similar submittals, the Contractor represents to the District that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. shop drawings, product data, samples and similar submittals are not Contract Documents. In the event of a conflict between submittals and the Contract Documents, the Contract Documents take precedence and govern the Work unless the variance in the submittals is accepted by Change Order.

35. **OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE.** Instruments of service, including drawings and documents that are required to be provided or prepared by the Contractor or Subcontractor pursuant to this Agreement shall become, upon payment of all undisputed payments due the Contractor, the property of the District whether or not the Project for which they are prepared is commenced or completed. The Contractor may retain copies, including reproducible copies of such instruments of service for information and reference. Such instruments of service may be used by the District or others employed by the District for reference in any completion, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Contractor or Subcontractors. Such instruments of service shall not be given

or sold by the District to be used by others on other projects except by agreement in writing and with agreed upon appropriate compensation to the Contractor or Subcontractor, as applicable. The Contractor shall not be held liable if (i) a third party receives the instruments of service and either modifies, changes or uses them for the Project in a way not originally anticipated when the documents were created, or (ii) the instruments of service are used by others not related to the Project without the involvement of the Contractor. If any event occurs for which the Contractor may be liable, the District shall notify the Contractor of such event as soon as practical after such event and shall provide access to the Project to the Contractor, Subcontractor and their representatives.

36. **COMMUNITY INCLUSION PLAN PROGRAM.** Contractor shall adhere to the requirements of the District's Community Inclusion Plan Program as detailed in the ITB and the District's goals with respect to its Diversity Business Enterprise Program and Workforce Participation Program.

37. **CLAIMS AND DISPUTES.**

37.1 The parties are fully committed to working with each other throughout the project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements.

37.2 Contractor and District will first attempt to resolve any dispute, disagreement, controversy or claim (including a claim that is not resolved in accordance with Section 37.1) through direct discussions. Upon the request of either party, Contractor and District shall meet as soon as possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between Contractor and District, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement. If the meeting does not occur within the thirty (30) day period, or if after meeting Contractor and District determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties may, within thirty (30) days thereafter, follow the process set forth in Section 37.3 herein.

37.3 Any dispute, disagreement, controversy or claim between District and Contractor arising out of or related to this Contract, or the breach thereof not resolved through the process set forth in Section 37.2, shall be settled by litigation as the method of binding dispute resolution. In addition, the Parties may, by written agreement, submit any disputes to non-binding mediation upon such terms as shall be mutually agreeable and such mediation shall take place at an agreed-upon location in Cuyahoga County, Ohio. The mediation may occur concurrently with or prior to litigation. This Article shall not prevent either party from bringing a third party claim in pending litigation for indemnity and/or contribution.

38. **MINIMUM WAGES.** Laborers and mechanics employed on the Project will be paid the full amount of wages and bona fide fringe benefits or cash equivalents thereof at rates not less than those contained in the applicable general wage determinations by the United States Department of Labor ("DOL") in accordance with the Davis-Bacon Act, 40 USC 3141 et seq. and 29 CFR, Parts 1, 3, 5, 6 and 7. The current DOL general wage determination is attached as Exhibit D. In the event that the class of work of any of the laborers or mechanics for the Project are not covered by the DOL's general wage determination, the Contractor shall use good faith efforts to obtain a classification and wage rate determination from the DOL. In the event the Contractor is unable to obtain the classification and determination from the DOL, then the Contractor shall utilize the rate

and classification for Cuyahoga County, Ohio as established in the applicable collective bargaining agreement for the Work, regardless of whether the Contractor is a party to the collective bargaining agreement. The District will not seek enforcement of the wage rates through the DOL or the mechanisms of 40 USC 3141 et seq. Rather, the District shall be entitled to rely upon the accuracy and completeness of certified payroll reports of compliance with the wage rate requirements submitted by Contractor. When submitting certified payroll reports, Contractor shall utilize the DOL Form WH-347 or equivalent form. Failure to pay the wage rates will be deemed non-compliance and a material breach of the terms and conditions of this Agreement.

[Signature Page Follows]

CONTRACT MUST BE APPROVED BY CMSD LEGAL DEPARTMENT PRIOR TO SIGNATURE

Approved as to form:

Law Department
Cleveland Municipal School District

DATE: _____

NOTICE TO VENDORS

GOODS AND/OR SERVICES ARE NOT TO BE PROVIDED UNTIL AFTER THE CONTRACT HAS BEEN SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF CMSD AND A CERTIFIED PURCHASE ORDER HAS BEEN ISSUED TO THE VENDOR

THE CLEVELAND MUNICIPAL SCHOOL DISTRICT IS NOT OBLIGATED TO PAY FOR GOODS AND/OR SERVICES PROVIDED PRIOR TO THE DATE THIS CONTRACT HAS BEEN SIGNED BY AN AUTHORIZED CMSD REPRESENTATIVE.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by them or their authorized representatives as of the day and year first above written.

[CONTRACTOR]

CLEVELAND MUNICIPAL SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Section XIV: References

Include below three references of equal or larger size to this current ITB project. Public sector experience is preferred, but not required. Please attach relevant supporting documentation, such as project plans, scope of work.

Reference #1:

Company/School Name: _____

Address: _____

Type of Business: _____

Contact Person: _____

Telephone and Fax#: _____

Dates of Service: _____

Description of Services Provided: _____

Reference #2:

Company/School Name: _____

Address: _____

Type of Business: _____

Contact Person: _____

Telephone and Fax #: _____

Dates of Service: _____

Description of Services Provided: _____

Reference #3:

Company/School Name: _____

Address: _____

Type of Business: _____

Contact Person: _____

Telephone and Fax#: _____

Dates of Service: _____

Description of Services Provided: _____



PART III: GENERAL CONDITIONS, FORMS AND SPECIFICATIONS

ITB #21330

Woodland Data Center Freight Elevator Project

END OF SCOPE OF WORK



BID FORM

Woodland Data Center Freight Elevator Project



LERCH BATES

Building Insight

**WOODLAND DATA CENTER FREIGHT
CLEVELAND, OHIO**

**TRACTION ELEVATOR MODERNIZATION
SPECIFICATION**

AUGUST 6, 2021

Prepared For:

Aaron Creel
EDUCATOR: Facilities manager
East Professional Center
Cleveland Metro Schools
1349 East 79th St.
Cleveland, OH 44103

Prepared By:

Bill Moore
Consultant

LB Project № 0100034416

ALL DOCUMENTS FURNISHED BY LERCH BATES INC. (LERCH BATES) ARE INSTRUMENTS OF SERVICE AND SHALL REMAIN THE SOLE PROPERTY OF LERCH BATES. LERCH BATES SHALL RETAIN ALL COMMON LAW, STATUTORY, AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THERETO. THEY ARE TO BE USED ONLY FOR THIS PROJECT AND ARE NOT TO BE MODIFIED, DISTRIBUTED, OR USED FOR ANY OTHER PROJECT, IN WHOLE OR IN PART, EXCEPT WITH THE WRITTEN AUTHORIZATION OF LERCH BATES. LERCH BATES ACCEPTS NO LIABILITY FOR ANY UNAUTHORIZED USE OR MODIFICATION OF THESE DOCUMENTS.

TABLE OF CONTENTS

SECTION 000200 – INVITATION TO BID	1
PART 1 - GENERAL	1
1.1 PROJECT: ELEVATOR MODERNIZATION	1
1.2 CONTRACT DOCUMENTS	1
1.3 CONSTRUCTION SCHEDULE	1
1.4 SEALED BID	1
1.5 NOTICE OF INTENT TO SUBMIT A BID	1
1.6 OPENING.....	2
1.7 BID	2
1.8 PURCHASER’S RIGHTS.....	2
1.9 INVITED CONTRACTORS	2
SECTION 001000 – INSTRUCTIONS TO CONTRACTOR	3
PART 1 - GENERAL	3
1.1 EXAMINATION	3
1.2 EXISTING MAINTENANCE CONTRACT	4
SECTION 008000 – SUPPLEMENTAL CONDITIONS	5
PART 1 - GENERAL	5
1.1 DEFINITION OF TERMS	5
1.2 CONSULTANT’S STATUS	6
1.3 CONTRACT	6
1.4 MEASUREMENTS AND DRAWINGS	6
1.5 CODES AND ORDINANCES.....	6
1.6 CONTRACTOR’S INSURANCE	6
1.7 PURCHASER INSURANCE	7
1.8 TAXES, OLD AGE PENSIONS AND UNEMPLOYMENT INSURANCE	7
1.9 LABOR LAWS.....	7
1.10 PATENTS.....	7
1.11 ASSIGNMENTS	7
1.12 ADVERTISING.....	7
1.13 PROTECTION OF WORK AND PROPERTY	8
1.14 ACCIDENT REPORTS	8
1.15 STORAGE OF MATERIALS	9
1.16 REMOVAL OF EQUIPMENT AND RUBBISH	9
1.17 MATERIALS AND WORKMANSHIP	9
1.18 SUPERVISION.....	9
1.19 ROUTINE BUSINESS.....	9
1.20 CHANGES AND EXTRA WORK	9
1.21 PAYMENTS	9
1.22 PAYMENT WITHHELD	10
1.23 LIENS AND AFFIDAVITS	10
1.24 CLAIMS FOR EXTRA COST	10
1.25 DELAYS AND EXTENSION OF TIME.....	10
1.26 PERMITS	10
PART 2 - SPECIAL CONDITIONS.....	11
2.1 PROGRESS OF WORK	11
SECTION 010100 – SUMMARY OF WORK	12
PART 1 - GENERAL	12
1.1 WORK COVERED BY CONTRACT DOCUMENTS	12
1.2 PRIME CONTRACTOR’S DUTIES.....	12
1.3 WORK SEQUENCE.....	12
1.4 WORKING HOURS.....	12

1.5	CONTRACTOR USE OF PREMISES.....	13
1.6	CONCURRENT MODERNIZATION WORK AND BUILDING OPERATION.....	13
SECTION 010300 – ALTERNATES AND ALLOWANCES.....		14
PART 1 - GENERAL.....		14
1.1	ALTERNATES.....	14
SECTION 010400 – PROJECT PROCEDURES.....		15
PART 1 - GENERAL.....		15
1.1	APPLICABLE CODES.....	15
1.2	STAGING AREA.....	15
1.3	WORK PHASE.....	15
1.4	OCCUPANCY AND WORK BY OTHERS.....	15
SECTION 013000 – SUBMITTALS.....		16
PART 1 - GENERAL.....		16
1.1	ACTION SUBMITTALS.....	16
1.2	FINAL CONTRACT DOCUMENTS.....	17
SECTION 016000 – MATERIAL AND HANDLING.....		18
PART 1 - GENERAL.....		18
1.1	SITE CONDITION INSPECTION.....	18
1.2	PRODUCT DELIVERY, STORAGE, AND HANDLING.....	18
1.3	INSTALLATION REQUIREMENTS.....	18
1.4	MANUFACTURER'S NAMEPLATES.....	19
1.5	COLORS OF FACTORY-FINISHED EQUIPMENT.....	19
1.6	MATERIALS AND FINISHES.....	19
SECTION 017000 – FINAL CONTRACT COMPLIANCE REVIEW.....		21
PART 1 - GENERAL.....		21
1.1	FINAL CLEANING.....	21
1.2	CONSULTANT'S FINAL OBSERVATION AND REVIEW REQUIREMENTS.....	21
1.3	PURCHASER'S INFORMATION.....	22
SECTION 018000 – MAINTENANCE.....		24
PART 1 - GENERAL.....		24
1.1	INTERIM MAINTENANCE.....	24
1.2	WARRANTY MAINTENANCE.....	24
1.3	CONTRACT PREVENTIVE MAINTENANCE.....	24
SECTION 019000 – RELATED WORK.....		25
PART 1 - GENERAL.....		25
1.1	RELATED WORK BY ELEVATOR CONTRACTOR.....	25
SECTION 142200 - ELECTRIC TRACTION ELEVATOR MODERNIZATION.....		27
PART 1 - GENERAL.....		27
1.1	SUMMARY.....	27
1.2	DEFINITIONS.....	27
1.3	WORK INCLUDED.....	27
1.4	ALTERNATES.....	27
1.5	RELATED WORK.....	27
1.6	ACTION AND INFORMATIONAL SUBMITTALS.....	28
1.7	CLOSEOUT SUBMITTALS.....	28
1.8	PERMITS, TESTS, AND CERTIFICATES.....	28
1.10	WARRANTY.....	28
1.11	MAINTENANCE.....	28

1.12	DELIVERY, STORAGE, AND HOISTING.....	28
1.13	COORDINATION	29
PART 2 - PRODUCTS		29
2.1	REFERENCES.....	29
2.2	MANUFACTURERS AND PRODUCTS.....	29
2.4	ELEVATOR ALTERATIONS	31
2.5	MATERIALS.....	31
2.6	OPERATION.....	31
2.7	MACHINE ROOM EQUIPMENT	32
2.8	HOISTWAY EQUIPMENT	34
2.9	HOISTWAY ENTRANCES.....	36
2.10	CAR EQUIPMENT	37
2.11	COMMUNICATION	39
2.12	CAR ENCLOSURE AND INTERIOR FINISHES	39
2.13	HALL CONTROL INPUT STATIONS.....	40
2.14	SIGNALS.....	40
PART 3 - EXECUTION.....		40
3.1	SITE CONDITION INSPECTION	40
3.2	INSTALLATION.....	41
3.3	FIELD QUALITY CONTROL.....	41
3.4	CLEANUP	42
3.5	PURCHASER'S INFORMATION	42

SECTION 000200 – INVITATION TO BID

PART 1 - GENERAL

1.1 PROJECT: ELEVATOR MODERNIZATION

- A. Lerch Bates Inc. has been authorized by Cleveland Metro Schools to request your firm to submit a bid for:
1. All engineering, labor, materials, transportation, services, and equipment necessary and reasonably incidental to perform work required by Contract Documents.
 2. Interim preventive maintenance.
 3. Warranty preventive maintenance.
 4. Continuing preventive maintenance subsequent to completion of work.

1.2 CONTRACT DOCUMENTS

- A. One set of electronic contract documents are provided for your use.
- B. Make inquiries to seletha.thompson@clevelandmetroschools.org Do not contact building personnel or the Purchaser, with the exception of requirement of item 1.2 C.
- C. Permission to review existing equipment and site conditions shall be sent to seletha.thompson@clevelandmetroschools.org.

1.3 CONSTRUCTION SCHEDULE

- A. See Section 003100, "Bid Form" for project schedule.

1.4 SEALED BID

- A. Separate sealed responses will be received in the Cashier's Office of the Cleveland Metropolitan School District located at 1111 Superior Ave., Avenue East, Cleveland, Ohio, 44114 until 1:00 PM current local time on December 14th, 2021. **PPE IS REQUIRED TO BE WORN FOR ENTRANCE TO AND WHILE IN THE BUILDING.**
- B. Bids must be submitted on form provided as a part of Contract Documents, Section 003100. Bids shall be subject to all requirements of Contract Documents, site conditions, General Conditions, Supplementary and Special Conditions and any other documents issued in connection with project. All blank spaces and questions on the bid form must be completed and/or responded to. Failure to comply will constitute a non-responsive submittal.
- C. If Contractor desires to furnish items different from specified, Contractor shall submit substitution as an alternate bid. Contractor shall supply Consultant with information in regard to proposed substitution of components or materials. Consultant shall decide whether the Contractor's substitution is equivalent to that specified. Deviation from requirements of Contract Documents shall be stated, in writing, in Contractor's transmittal letter submitted with bid.

1.5 NOTICE OF INTENT TO SUBMIT A BID

- A. Bids have been invited from a limited number of pre-approved Contractors. Contractors who elect not to provide a bid after having reviewed Contract Documents and site conditions shall notify seletha.thompson@clevelandmetroschools.org no later than ten working days prior to bid due date. Failure to submit a bid without prior notice will be construed as justifiable cause for elimination of such Contractor for future consideration.

1.6 OPENING

- A. Opening of bids will be in private. Contractor selection will be based upon the following criteria:
1. Cost of required work.
 2. Cost of interim maintenance.
 3. Cost of warranty maintenance.
 4. Cost of contract preventive maintenance.
 5. Completion schedule.
 6. Contractor's successful completion of similar projects and track record in the location of project.
 7. Contractor's maintenance capability in the location of the project.

1.7 BID

- A. All bids shall be firm. Escalation will not be permitted if Contract is awarded within ninety days from bid due date.
- B. If award is deferred beyond ninety days, Contractors' bids shall be subject to adjustment to reflect changes in the cost of labor and material.

1.8 PURCHASER'S RIGHTS

- A. Purchaser reserves right to reject any or all bids, to accept other than lowest bid and to waive any informality in connection with opening and award of Contract.

1.9 INVITED CONTRACTORS

- A. Contractor shall be prepared to provide evidence of experience, qualifications, and financial ability to carry out requirements of Contract Documents.
- B. If Contractor's contact person is other than indicated above, Contractor shall notify Consultant within five days of receipt of this Request for Bid.

Contact:
Company:
Address:
Phone:

END OF SECTION

SECTION 001000 – INSTRUCTIONS TO CONTRACTOR

PART 1 - GENERAL

1.1 EXAMINATION

- A. In order to discover and resolve conflicts or lack of definition which might create problems, Contractor must review Contract Documents, existing site conditions, and existing equipment specified to be retained for compatibility with its product prior to submitting bid. Site review shall include, but not be limited to:
1. Adequacy of access.
 2. Retained equipment.
 3. Elevator hoistways.
 4. Pits.
 5. Machine rooms.
 6. Overhead clearances.
 7. Electrical power characteristics.
 8. Structural supports.
- B. Investigation and structural calculations required to determine compliance of existing elevator components, including machine support beams, with ASME A17.1, Rule 8.7.2.15.2 are responsibility of Contractor. The design of the scope of work included in the Contract Documents is not intended to result in a change in total car weight plus rated load of more than 5%.
- C. If Contractor is in doubt as to the meaning of any requirement included in the Contract Documents, they shall contact the Consultant in writing for clarification at least five working days prior to bid due date.
- D. Compliance with all provisions of Contract Documents is assumed and required.
1. Purchaser will not pay for change to building structure, structural supports, mechanical, electrical, or other systems required to accommodate Contractor's equipment if not identified before Contract award and authorized as stipulated above.
- E. Submission of bid is considered evidence that Contractor:
1. Has visited the site facilities and was allowed adequate time and access to comply with 1.1 A and B above.
 2. Is conversant with the site facilities, site conditions, requirements of the Contract Documents, pertinent state and local codes, state of labor and material markets, and has made due allowance in their bid for all contingencies.
 3. Contractor shall contact the Consultant for clarification at least ten working days prior to the bid due date if Contractor's investigation of site conditions or local code reveals:
 - a. Code requirements contrary to Contract Documents.
 - b. Any discrepancies or omissions from Contract Documents.
- F. No oral explanation will be made, and no oral instructions will be given before bid due date. Contractor shall act promptly and allow sufficient time for Consultant to reply before submission of bid. Any required interpretation or supplemental instructions will be issued in the form of an addendum to the specifications and forwarded to all pre-qualified Contractors.
- G. Provide everything necessary for and incidental to the satisfactory completion of work required by Contract Documents. All required preparations, hoisting and movement of new equipment, reused equipment, or removal of existing equipment shall be the responsibility of Contractor.

- H. This Project will use prevailing wage rates in accordance with the Ohio Department of Commerce, Bureau of Wage & Hour classifications for Cuyahoga County.

1.2 EXISTING MAINTENANCE CONTRACT

- A. The incumbent Maintenance Contractor will not be approved to provide a bid for this project unless they arrange for, and provide evidence of, the cancellation of the existing maintenance agreement. If present Maintenance Contractor is not awarded the Contract for Modernization, Maintenance Contractor agrees to deliver existing as modified control wiring diagrams to Purchaser and immediately remove its equipment and materials from the premises with the Purchaser or Purchasers' representative present. Purchaser shall withhold final maintenance payment due until Maintenance Contractor complies with this requirement.

END OF SECTION

SECTION 008000 – SUPPLEMENTAL CONDITIONS

PART 1 - GENERAL

1.1 DEFINITION OF TERMS

- A. ELEVATOR CONSULTANT or CONSULTANT refers to Lerch Bates Inc. (Lerch Bates).
- B. PURCHASER refers to Cleveland Metro Schools.
- C. CONTRACT or CONTRACT DOCUMENTS consists of the Agreement, Conditions of Contract, Specifications, Addenda, Drawings if included, and Alternates if accepted.
- D. CONTRACTOR or ELEVATOR CONTRACTOR refers to any persons, partners, firm, or corporation having a contract with Purchaser to furnish labor and materials for the execution of work required.
- E. CONTRACT AWARD refers to Purchaser's verbal or written award for work required.
- F. SUBCONTRACTOR refers to any persons, partners, firm, or corporation having a contract with Contractor to furnish labor and materials for the execution of work required.
- G. PROVIDE means "furnish and install."
- H. MANUFACTURER means either the Original Equipment Manufacturer (OEM) or the principal manufacturer of a component or system.
- I. RETAIN means, unless otherwise specified, the existing equipment is to be left in place with no alterations and no change in the original manufacturer's designed performance or functionality. Items that are "retained" shall be thoroughly cleaned in place and adjusted to achieve originally designed function.
- J. REFURBISH means, unless otherwise specified, the existing equipment is to be cleaned, repainted, repaired, and parts replaced to put the equipment into a condition to provide the same appearance, performance, and functionality as the equipment provided when it was originally installed. Unless otherwise specified, the scope of replacement of components is limited to those items currently available for purchase as replacement parts from the manufacturer or after-market suppliers approved by the manufacturer.
- K. REUSE means that the Contractor shall carefully remove equipment from the existing installation, avoiding any damage or additional wear. Store in a safe location to maintain equipment in its pre-removal condition. Reinstall and incorporate into the modernized elevator installation using the same procedures and recommendations provided by the manufacturer of the equipment.
- L. CALL BACK means a request from the Purchaser to the Contractor to provide a technician on site to evaluate an elevator that is out of service or not functioning properly, rectify the root cause of the malfunction, and place the unit back into normal service.
- M. INCLUDES or INCLUDING means including the items specified but not limited solely to those items if additional work or components are required to achieve the specified outcome.
- N. Words in the singular shall include the plural whenever applicable or context so indicates.

- O. All technical terms in these Contract Documents are used as defined in the latest edition of American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks ASME A17.1. and A17.2.

1.2 CONSULTANT'S STATUS

- A. Consultant shall act as Purchaser's and/or Building Management's representative on all matters pertaining to required work. Consultant shall interpret Contract Documents, analyze Contractor's bids, review Contractor's suggested alternates, review all Contractor's submittals, approve billings, review technical details and construction procedure, perform work progress reviews, and review and test completed work for compliance with Contract Documents prior to acceptance of work by Purchaser.
- B. Field Review Scheduling: Schedule progress and final work reviews with consultant. Reply promptly, in writing, to corrective work indicated on Consultant's progress and/or final review reports, indicating status and schedule for completion. Consultant anticipates scheduled site review appointments will be met.

1.3 CONTRACT

- A. Contract includes all engineering, labor, tools, and material required to complete the work in every respect. Contractor is cautioned to familiarize itself with existing site conditions and to include all incidental work that might occur or be required during the work. After Contract has been awarded, verbally or in writing, no extra charges will be allowed for any labor or material necessary to complete required work whether exactly described in these specifications.
- B. Any discrepancies or ambiguities found in Contract Documents or drawings shall be reported to the Consultant prior to Contractor's bid submittal.

1.4 MEASUREMENTS AND DRAWINGS

- A. Drawings or measurements included with Contract Documents are for convenience of Contractor. Complete responsibility for detailed dimensions lies with Contractor. Contractor shall verify all dimensions with the actual on-site conditions. Where work of Contractor is to be coordinated with another trade, Contractor's shop drawings shall show actual dimensions and method of joining work of those trades.

1.5 CODES AND ORDINANCES

- A. All work covered by these Contract Documents is to be done in full accord with national code, state and local codes, ordinances, and elevator safety orders in effect at time elevator alteration permit issuance. All requirements of local Building Department and fire jurisdiction are to be fulfilled by Contractor and its Subcontractors. Also see Section 010400, Article 1.1.

1.6 CONTRACTOR'S INSURANCE

- A. Contractor shall take out and maintain during the life of this Contract Worker's Compensation Insurance with statutory limits set by the State of Ohio laws for protection of its employees.
- B. Contractor shall carry a comprehensive general liability policy including completed operations blanket contractual broad form property damage, and Purchaser's and Contractor's protective liability in a casualty or liability insurance company acceptable to Purchaser. Insurance policy shall fully protect Contractor, its Subcontractors, Purchaser, and Consultant from all loss and liability.

- C. Prior to commencing work, Contractor shall secure required insurance, at its sole cost, and submit certificate of confirmation naming indemnified parties as additional insured. Said policies, including an endorsement which states that such insurance will not be cancelled or materially changed unless Purchaser is given thirty days notice, in writing, of the intention of said insurer to cancel or change any such policy. In the event Property is owned by a joint venture or other multi-party entity, all joint venture partners, or parties with an equity interest in the ownership shall be named as additional insureds. Contractor's insurance shall be primary to any applicable loss. With Purchaser's prior approval, an Owners & Contractors Protective Liability (OCPL) Policy may be substituted for commercial general liability coverage.
- D. Contractor shall file with Purchaser a certificate of insurance from its insurance company, stating that such insurance is being carried and that Purchaser will be notified at least ten days prior to any cancellation of said insurance.

1.7 PURCHASER INSURANCE

- A. Purchaser's insurance policy covers work and equipment in place in building and approved and accepted by Consultant and Purchaser. All material and equipment stored on site and not actually installed is not included in Purchaser's policy and such material and equipment shall be covered under Contractor's Property Damage Insurance.

1.8 TAXES, OLD AGE PENSIONS AND UNEMPLOYMENT INSURANCE

- A. Contractor's bids for required work, materials and equipment shall include all local, state, and federal occupational and sales taxes, luxury taxes, excise taxes, federal and state old age pensions, unemployment insurance contributions, and any other similar taxes and contributions in effect at time of award of Contract.

1.9 LABOR LAWS

- A. Contractor and its Subcontractors performing work under this Contract shall comply with applicable provisions of all federal, state, and local labor laws.

1.10 PATENTS

- A. Contractor shall save and hold harmless Purchaser and its officers, agents, servants, employees, and Consultant from liability of any nature or kind on account of any patented or unpatented invention, process, article, or appliance manufactured or used in performance of Contract, including its use by Purchaser including all cost and expenses for defending any suits unless otherwise specifically stipulated in Contract Documents.
- B. Licenses which may be required for completion of required work are to be obtained and paid for by the Contractor.

1.11 ASSIGNMENTS

- A. Neither party to this Contract shall assign Contract or sublet it as a whole without written consent of other party, nor shall Contractor assign any payment due him or to become due to him hereunder without previous written consent of Purchaser.

1.12 ADVERTISING

- A. Advertising privileges will be retained by Purchaser. It is the duty of Contractor to keep premises free from posters, signs, decorations, etc., unless specifically approved by Purchaser.

1.13 PROTECTION OF WORK AND PROPERTY

- A. Contractor shall continuously maintain adequate protection of all its work from damage and shall protect Purchaser property from injury or loss arising out of this Contract. Contractor shall make good any such damages, injury, or loss, except such as may be directly caused by agents, subcontractors, or employees of the Purchaser. Contractor shall provide all barricades required to protect open hoistways or shafts per OSHA regulations. Design of barricades in public areas shall be approved by Purchaser prior to fabrication and installation.
- B. If Contract includes work which would be disruptive during normal business operations, or would be dangerous to building occupants, said work shall be performed during hours as building management dictates. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel, or hoisting equipment over occupied portions of the building, or performing tests requiring all elevators in a group. Contractor shall perform such work during off-hours and shall include all costs in its bid.
- C. Contractor shall install a suitable protective covering on all finished floors whether marble, wood, carpet or other, in areas where work is being performed. No material handling equipment shall be permitted on or over finished floors unless said floors have been protected in a manner approved by building management.
- D. Portable fire extinguishers shall be provided throughout Contractor's area of work and shall be placed so as to be accessible at all times. Extinguishers shall be multi-purpose dry chemical type, provided on a basis of one 2A-20BC rated unit for each 3,000 square feet of floor area. Extinguishers will remain property of Contractor.
- E. Contractor shall at all times maintain work areas, so all portions are accessible to fire department personnel and apparatus. Fire hydrants and fire department connections to building sprinkler systems must be kept free from obstruction at all times.
- F. Contractor shall strictly supervise any welding, metal cutting or other operations employing open flame work. All welding and cutting equipment shall be safely arranged and all combustibles in vicinity of any work being performed shall either be removed or protected by a noncombustible cover. Welding or cutting shall be attended by an assistant or fire watchman who is equipped with at least one 2A-20BC rated multi-purpose dry chemical fire extinguisher. Fire watchman will maintain strict surveillance during entire welding or cutting operation and extinguish flying sparks or burning slag. After welding or cutting operation fire watchman shall thoroughly search entire area for remnants of smoldering materials before he is released from his duty. Any welding or other operation employing open flame in any portion of building shall be scheduled with and receive approval of Purchaser. Hot work permits shall be scheduled and approved with Purchaser.
- G. Contractor shall keep noise level below 80 dBA level during normal building hours. When it is necessary to produce noise above this level, Contractor shall advise building management of such needs and times will be scheduled as directed. The Contractor shall anticipate and schedule excessive noise generating procedures and include allowance for same in its bid and schedule. Anything above 80 dBA shall be conducted outside of normal building operation hours.

1.14 ACCIDENT REPORTS

- A. In the event of accidents of any kind, Contractor shall furnish Purchaser with copies of all accident reports. Reports shall be sent without delay and at same time that they are forwarded to any other parties.

1.15 STORAGE OF MATERIALS

- A. Contractor shall confine storage of materials on job site to limits approved by Purchaser and shall not unnecessarily encumber premises or overload any portion of building with materials to a greater extent than structure design load.

1.16 REMOVAL OF EQUIPMENT AND RUBBISH

- A. Contractor shall remove and properly dispose of all rubbish as fast as it accumulates including all existing parts and components not retained, keeping building and premises clean during progress of work and leave premises at completion in a condition acceptable to the Purchaser. Store parts and components identified by Consultant as useful for maintenance of units not being modernized as directed by Purchaser. All other parts and components not retained shall become property of Contractor. Dumpster shall be located in the loading dock area.

1.17 MATERIALS AND WORKMANSHIP

- A. All materials and equipment furnished shall be new and best quality. Installation shall be accurate, workmanlike, and subject to approval of Purchaser and Consultant. All materials and equipment provided shall conform to regulations of enforcement bodies having jurisdiction. Contractor shall furnish material samples for approval.

1.18 SUPERVISION

- A. Contractor shall assign a competent Project Manager, superintendent, and on-site foreman for project satisfactory to Purchaser and Consultant. Such persons shall represent Contractor and all instructions given to them shall be binding as if given to Contractor.

1.19 ROUTINE BUSINESS

- A. After award of Contract, all business relating to required work shall be transacted through Consultant, unless otherwise directed.

1.20 CHANGES AND EXTRA WORK

- A. Purchaser may at any time make changes to Contract Documents, plans and drawings, omit work, or require additional work by Contractor. For such additional work performed hereunder, Purchaser shall pay Contractor on the basis of a mutually agreed lump sum. See Article 1.25 for method of computing lump sum cost of additional work. Contractor shall make no additions, changes, alterations, or omissions, or perform extra work, without receipt of written authorization of Purchaser.

1.21 PAYMENTS

- A. Unless otherwise agreed, Contractor shall submit monthly applications for payment together with necessary data, information, waivers, and affidavits to Consultant. Consultant shall review data for accuracy and forward such applications to Purchaser for payment. Information shall be submitted with payment request and work progress forms.
- B. Applications for payments are to cover 90% of the value of labor performed and material installed and delivered during the preceding month or materials delivered to Contractor's storage facility.

- C. Balance (retention) shall be paid by Purchaser upon final acceptance of entire work by Consultant and Purchaser and after performance guarantees have been satisfactorily demonstrated. See Section 017000.

1.22 PAYMENT WITHHELD

- A. Purchaser and/or Consultant may withhold approval of payment on any Contractor request to such extent as may be necessary to protect Purchaser from loss on account of:
 - 1. Believed negligence on part of Contractor to execute the work properly or fail to perform any provision of Contract. Purchaser, after 15 days' written notice to Contractor, may without prejudice to any other remedy he may have, make good such deficiencies, and may deduct its cost from the overall Contract sum.
 - 2. Claims filed or reasonable evidence indicating probable filing of claims by other Contractors or Subcontractors.
 - 3. Failure of Contractor to make proper payments to its material suppliers or Subcontractors for material and labor.
 - 4. A reasonable doubt that required work can be completed by Contractor for balance then unpaid or in Contract time frame.
 - 5. Contractor's damage to building or another Contractor.
- B. When the above grounds are removed, payment shall be made in full, less retention.

1.23 LIENS AND AFFIDAVITS

- A. Neither final payment nor any part of billing retention shall become due until Contractor shall deliver to Purchaser a complete release of all liens arising out of this Contract or receipts marked paid in full in lieu thereof. In addition, Contractor shall furnish an affidavit to Purchaser that, so far as he has knowledge or information, releases, or receipts include all labor and materials for which a lien could be filed. If any lien remains unsatisfied after all payments are made by Purchaser, Contractor shall refund to Purchaser all monies the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

1.24 CLAIMS FOR EXTRA COST

- A. Contractor claims for extra cost due to additions or changes to required work shall be submitted to Consultant in writing within a reasonable time after such additions or changes identified or are requested and in any event before proceeding with required work. No such claim shall be valid unless so made. Maximum charge for additions/changes to work shall be Contractor cost +10% for overhead and profit. Contractor's cost shall be verifiable from actual supplier invoices, purchase orders, time tickets, etc.

1.25 DELAYS AND EXTENSION OF TIME

- A. If Contractor progress is delayed due to acts of Purchaser or Consultant, acts of other Contractors, fire, floods, strikes or other casualties beyond the control or without fault or negligence of Contractor, time for completion of the work shall be extended for a period determined by Consultant to be equivalent to time of such delay. Contractor must notify Consultant, in writing, of such delay within 48 hours after delay commences, or no extension of time will be granted. Extension of time without written request within said period on one or more occasions shall not be deemed a waiver of provisions of this article.

1.26 PERMITS

- A. Contractor shall obtain and pay for or cause its Subcontractor to obtain and pay for all permits required to complete required work. In addition, Contractor shall arrange, schedule, and pay for

or cause its Subcontractors to arrange, schedule and pay for all required final inspections by state, local or independent certified inspecting authorities necessary for issuance of all required Purchaser utilization permits in regard to completed work.

PART 2 - SPECIAL CONDITIONS

2.1 PROGRESS OF WORK

- A. Upon award, verbally or in writing, Contractor shall reconfirm in writing, starting and completion schedule including equipment delivery dates based upon the information submitted on its bid form, Section 003100.
- B. Contractor shall submit in writing monthly reports with payment request, including current equipment delivery dates and anticipated completion dates for individual units and groups of units.

END OF SECTION

SECTION 010100 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. Modernization of one (1) freight elevator, including new machine, operational controls, door equipment, signal fixtures, and car interior finishes.
- B. Provide all labor, engineering, tools, transportation, services, supervision, materials, and equipment necessary for and incidental to satisfactory completion of required work as indicated in Contract Documents.
- C. Provide all required staging, hoisting and movement of new equipment, reused equipment, or removal of existing equipment.
- D. Prime contracts are defined below, and each is recognized to be a major part of required work to be performed concurrently in close coordination with work of other Contractors.
 - 1. This Contract: Elevator Modernization including associated work specified in Section 019000.
- E. Scope of Contract includes, but is not limited to, the following:
 - 1. Coordination, scheduling, and management of work of component suppliers and subcontractors.
 - 2. Furnish and install equipment as specified, utilizing existing and/or modified hoistways and machine rooms.
 - 3. Specific item of required work which cannot be determined to be included in another contract is thereby determined to be included in prime contract.

1.2 PRIME CONTRACTOR'S DUTIES

- A. Prime Contractor's duties include the following:
 - 1. Provide and pay for labor, materials and equipment, tools, construction equipment and machinery, and other facilities and services necessary for proper execution and completion of required work.
 - 2. Pay for legally required sales, consumer, and state remodel taxes.
 - 3. Secure and pay for required permits, fees, and licenses necessary for proper execution and completion of required work, as applicable at time of bid due date.
 - 4. Give required notices.
 - 5. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities applicable to performance of required work.
 - 6. Promptly submit written notice to Consultant of observed variance of Contract Documents from legal requirements.
 - 7. Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.

1.3 WORK SEQUENCE

- A. Construct work in stages.

1.4 WORKING HOURS

- A. Unless otherwise stated below or elsewhere in the Contract Documents, Contractor shall have access to the building for work activities during the following regular building operating hours:
 - 1. Monday through Friday, 7:00 am – 5:00 PM

- B. Contractor shall perform all work that has the potential to result in any of the following conditions outside of regular building operating hours at no additional cost to the Purchaser:
 - 1. More than one elevator out of service in a group of elevators (not including a second car out of service for more than sixty minutes for regular preventive maintenance during non-peak traffic periods).
 - 2. Interruptions or changes in normal group automatic operation.
 - 3. Activation of Firefighter's Emergency Operation Phase I.
 - 4. Activation of Standby Power Operation.
 - 5. Unsafe noise levels measured in any occupied or public space.
 - 6. Transport of large equipment through public or tenant spaces.

1.5 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by law, ordinances, permits, Contract Documents, and Purchaser's specific instructions.
- B. Do not unreasonably encumber site with materials or equipment. Staging area will be located as directed by Purchaser.
- C. Do not load structure with weight that will endanger structure. Coordinate with Purchaser.
- D. Assume full responsibility for protection and safekeeping of tools and products stored on or off premises.
- E. Move stored products which interfere with operations of building or the operations of other trades.
- F. Obtain and pay for use of additional storage or work areas needed for operations.

1.6 CONCURRENT MODERNIZATION WORK AND BUILDING OPERATION

- A. This project is a major elevator modernization in an existing building which is open for public business and will continue to operate throughout all phases of required work. It is essential that Contractor give special attention and priority to all matters concerning project safety, protection from dust and loose materials, reduction of noise level, protection from water and air infiltration into building, and maintenance of neat, slightly conditions in and around work areas inside and outside of building. Packaging, scrap materials, and demolition debris shall be promptly removed from building and site on a daily basis.
- B. Unless otherwise stated in the Contract Documents, Contractor shall allow only one elevator to be out of service in each elevator group at any time during regular building operating hours.
- C. At all times Contractor shall provide clearly visible warning and directions signs, barricades, temporary lighting, overhead protection, and hazard-free walking surfaces throughout public area. At all times give special attention to building entrances, exits, and proper safe exiting through work areas as required by law.
 - 1. Barricade design must be approved by client prior to start of modernization work.
 - 2. Standard folding maintenance barricades are not acceptable.
- D. Contractor shall consult Purchaser and other Contractors to establish and maintain safe temporary routes, including, but not limited to proper barricades, walking surfaces, lighting, fire protection, exiting, warning, and directional signs, and general protection of persons from all hazards in accordance with OSHA Standards due wholly or partially to its operations.

END OF SECTION

SECTION 010300 – ALTERNATES AND ALLOWANCES

PART 1 - GENERAL

1.1 ALTERNATES

- A. Provide material and labor required for complete execution of accepted alternates.
- B. Alternates:
 - a. Power-Operated Freight Door and Gate:
 - 1) Door operation at landing initiated by operation of elevator call button for that floor.
 - 2) Obstruction of door reopening device beams during gate closing immediately stops and re-opens car gate and freight door.
 - 3) Door reopening device detects objects:
 - a) Immediately adjacent to landing and car sides of door.
 - b) Within path of door.
 - c) Objects on the floor in the path of the door.
 - d) Straddling bi-parting door.
 - 4) Adjustable timer holds doors open up to 300 seconds.
 - 5) Door closing initiated upon:
 - a) expiration of a timer.
 - b) activation of door close button.
 - c) activation of a floor button within car.
 - 6) Synchronize door and gate operators as follows:
 - a) Door and gate accelerate and decelerate smoothly.
 - b) Car gate closes completely before the hoistway doors begin to close.
 - c) Car gate does not open until hoistway doors are completely open.
 - 7) Provide automatic closing of car doors after dwell time expires.
 - a) A loud audible signal and highly visible signal actuates not less than 5.0 seconds prior to initiation of door sequence.
 - b) Dwell time is easily adjustable between 20.0 and 300.0 second.
 - c) Pressing the Door Close button cancels dwell time.
 - d) Pressing the Door Open button restarts dwell time.
 - e) Dwell time set at 60.0 seconds.
 - 8) Open door and gate automatically when car arrives at a floor.
 - 9) Provide passenger sequence operation:
 - a) After an adjustable time between, 30 to 300 seconds, provide audible and visible warning signal and automatically close door and gate.
 - b) Provide dual reversing safety device for car gate.
 - b. Three-phase power feeder to each freight elevator power door controller in machine room with protected lockable “open” disconnecting means.

END OF SECTION

SECTION 010400 – PROJECT PROCEDURES

PART 1 - GENERAL

1.1 APPLICABLE CODES

- A. Compliance with Regulatory Agencies: Comply with most stringent applicable provisions of following Codes, laws, and/or Authorities, including revisions and changes in effect including those referenced in Section 142200.

1.2 STAGING AREA

- A. An equipment staging area will be available for use by Contractor. Contractor shall restrict usage to area designated and shall notify Purchaser/Property Management prior to storing of any large equipment which will impose heavy concentrated loading on floor area. Do not store such equipment until approval is received.

1.3 WORK PHASE

- A. See Section 003100, Bid Form.

1.4 OCCUPANCY AND WORK BY OTHERS

- A. Contractor expressly affirms Purchaser's rights to let other contracts and employ other Contractors in connection with required work. Contractor will afford other Contractors and their workmen reasonable opportunity for introduction and storage of materials and equipment, for execution of their work, and will properly connect and coordinate its work with theirs. Contractor will also incorporate comparable provisions in all its subcontracts.
- B. Contractor declares that other Contractors employed by Purchaser on basis of separate contracts may proceed at such times as necessary to install items of work required by Purchaser.
- C. Contractor declares that it will cooperate with other Contractors employed by Purchaser and, in addition to other coordination and expediting efforts, will coordinate their work by written notices regarding necessity of such work to be done on or before certain dates.
- D. Contractor declares that it is responsible for review, stamped, and signed approval of all shop drawings for required work.
- E. Contractor hereby declares that content of foregoing paragraphs and influence they may have on project:
 - 1. Shall not cause a change in stipulated Contract Sum.
 - 2. Shall not cause a change in Construction Time Schedule.

END OF SECTION

SECTION 013000 – SUBMITTALS

PART 1 - GENERAL

1.1 ACTION SUBMITTALS

- A. Within thirty calendar days after award of contract and before beginning equipment fabrication submit field verified existing installation information for review.
1. Car and Counterweight Information:
 - a. Existing Total Car Weight:
 - 1) Documented on crosshead data tag, all cars.
 - 2) Field Verified: weigh single cars and one car per group of each identical duty type.
 - b. Field verified counterweight total weight. Weigh or balance verify at vertical center of hoistway, single cars and one car per group of each identical duty type.
 - c. Estimated total weight of means of suspension.
 - d. Estimated total suspended compensation load on elevator traction machine drive sheave shaft.
 2. Power Confirmation Information: Field verified existing conditions at each elevator main disconnect:
 - a. Actual maximum available voltage and current.
 - b. Verify true earth ground value.
- B. Within sixty calendar days after award of contract and before beginning equipment fabrication submit planned modernization design information, shop drawings, and required material samples for review. Allow thirty days for response to initial submittal.
1. Indicate equipment lists, reactions, and design information on layouts, including:
 - a. Car and Counterweight:
 - 1) Total car weight to be included on new crosshead data tag.
 - 2) Total counterweight (pre-modernization weight plus or minus any added or removed weight sections).
 - 3) Written confirmation that designed modernization total combined weight of car and rated load:
 - a) Is no more than the existing installation and no less than 95% of the existing installation.
 - 4) Verify buffer capacity via data tags or known manufacturing data.
 - 5) Verify car and counterweight safety capacities via data tags.
 - b. Power Confirmation Information: Design for existing conditions.
 - 1) Motor horsepower and code letter designation.
 - 2) Motor drive starting current, full load running current, and demand factor.
 - 3) Engineered power consumption based on 180 starts per hour full load, non-dynamic braking.
 - 4) Written confirmation that existing electrical provisions are adequate for post modernization installation equipment requirements.
 - c. Written confirmation that total planned modernization reactions on building structure do not exceed existing reactions due to increased post modernization weights of:
 - 1) Traction machine and motor.
 - 2) Blocking beams.
 - 3) Sheaves.
 - 4) Total car weight.
 - 5) Total counterweight.
 - 6) Suspension means.
 - 7) Suspended compensation.
 - 8) Travelling cables.
 - 9) Car Capacity.

- d. Product Data, Including:
 - 1) Capacities, sizes, performances, operation, control, signal systems operations, safety features, finishes, and similar information.
 - 2) Product data for car enclosures and hoistway entrances.
 - 3) Product data for signal fixtures, lights, graphics, tactile marking plates, and details of mounting.
 - 4) Full details of ascending car protection means and installation.
 - 5) Two-way conversation devices.
 - 6) Post-modernization machine room heat emissions in BTU.
 - 2. Shop Drawings:
 - a. Scaled or Fully Dimensioned Layout: Plan of machine room indicating equipment arrangement, details of car enclosures, hoistway entrances, and car/hall signal fixtures.
 - b. Fully Dimensioned Fixture Drawings:
 - 1) Car operating panels.
 - 2) Car floor indicators.
 - 3) Hall stations.
 - 4) Position indicators.
 - 5) Hall lanterns.
 - 6) Access key switch.
 - 7) Remote panels.
 - c. Rope Brake Mounting and Installation Drawings:
 - 1) Details of all materials and installation design required.
 - 2) Showing reactions incorporated into design.
 - 3) Signed and stamped by a licensed engineer.
 - C. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract.
 - 1. Include any unique or product specific procedures or methods required to inspect or test the equipment.
 - 2. Identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.
 - D. Submittal review shall not be construed as an indication that submittal is correct or suitable or that the work represented by submittal complies with the Contract Documents. Compliance with Contract Documents, Code requirements, dimensions, fit, and interface with other work is Contractor's responsibility.
 - E. Acknowledge and/or respond to review comments within fourteen calendar days of return.
 - 1. Promptly incorporate required changes due to inaccurate data or incomplete definition so that delivery and installation schedules are not affected.
 - 2. Identify and cloud drawing revisions including Contractor elective revisions on each re-submittal.
 - F. Contractor's revision response time is not justification for equipment delivery or installation delay.
- 1.2 FINAL CONTRACT DOCUMENTS
- A. See Section 017000, Project Closeout.

END OF SECTION

SECTION 016000 – MATERIAL AND HANDLING

PART 1 - GENERAL

1.1 SITE CONDITION INSPECTION

- A. Prior to beginning installation of equipment, examine hoistway and machine room areas. Verify no irregularities exist which affect execution of work specified.
- B. Do not proceed with installation until work in place conforms to project requirements.

1.2 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. General:
 - 1. The protection of all equipment and exposed finishes shall be the responsibility of the Contractor during delivery, handling, and installation until completion of project.
 - 2. The Elevator Contractor shall replace damaged materials with new at no additional cost for material and labor to Purchaser.
- B. Delivery and Storage:
 - 1. Manufacturers' original packing must adequately protect materials during delivery.
 - 2. Deliver materials to the site ready for use in the accepted manufacturer's original and unopened containers and packaging, bearing labels as to type of material, brand name, and manufacturer's name. Delivered materials shall be identical to accepted samples.
 - 3. Store materials in original protective packaging under cover in a dry and clean location off the ground. Remove delivered materials that are damaged or otherwise not suitable for installation from the job site and replace with acceptable materials.
 - 4. It is the responsibility of the Contractor to properly store and protect all materials in space provided or designated by the Purchaser against damage, stains, scratches, corrosion, weather, construction debris, and environmental conditions.

1.3 INSTALLATION REQUIREMENTS

- A. Install all equipment in accordance with Manufacturer's instructions, referenced codes, specifications, and approved submittals.
- B. Install machine room equipment with clearances in accordance with referenced codes and specification.
- C. Install all equipment so it may be easily removed for maintenance and repair.
- D. Install all equipment for ease of maintenance.
- E. Install all equipment to afford maximum accessibility, safety, and continuity of operation.
- F. Remove oil, grease, scale, and other foreign matter from the following equipment and apply one coat of field-applied machinery enamel:
 - 1. All exposed equipment and metal work installed as part of this work which does not have architectural finish.
 - 2. Machine room equipment.
 - 3. Pit equipment.
 - 4. Neatly touch up damaged factory-painted surfaces with original paint color.
 - 5. Protect machine-finish surfaces against corrosion.

1.4 MANUFACTURER'S NAMEPLATES

- A. Manufacturer's name plates and other identifying markings shall not be affixed on surfaces exposed to public view. This requirement does not apply to Underwriter's Laboratories and code required labels.
- B. Each major component of mechanical and electrical equipment shall have identification plate with the Manufacturer's name, address, model number rating, and any other information required by governing codes.

1.5 COLORS OF FACTORY-FINISHED EQUIPMENT

- A. All colors will be selected from the Manufacturer's standard range unless custom colors are specified herein.
- B. Submit samples of all standard colors available and/or specified custom colors for review and approval. See Section 013000, Submittals.
- C. Submit samples of all specified architectural metals specified for review and approval. See Section 013000, Submittals.

1.6 MATERIALS AND FINISHES

- A. Steel:
 - 1. Sheet Steel (Furniture Steel for Exposed Work): Stretcher-leveled, cold-rolled, commercial quality carbon steel, complying with ASTM A366, matte finish.
 - 2. Sheet Steel (for Unexposed Work): Hot-rolled, commercial quality carbon steel, pickled and oiled, complying with ASTM A568/A568M-03.
 - 3. Structural Steel Shapes and Plates: ASTM A36.
- B. Stainless Steel: Type 302 or 304 complying with ASTM A240, with standard tempers and hardness required for fabrication, strength, and durability. Apply mechanical finish on fabricated work in the locations shown or specified, Federal Standard and NAAMM nomenclature, with texture and reflectivity required to match Architect's sample. Protect with adhesive paper covering.
 - 1. No. 4 Satin: Directional polish finish. Graining directions as shown or, if not shown, in vertical dimension.
 - 2. Textured: 2WL or 5WL as manufactured by Rigidized Metals or Windsor pattern 5-SM as manufactured by Rimex Metals or approved equal with .050" mean pattern depth with bright directional polish (satin finish).
 - 3. Burnished: Non-directional, random abrasion pattern.
- C. Aluminum: Extrusions per ASTM B221; sheet and plate per ASTM B209.
- D. Plastic Laminate: ASTM E84 Class A and NEMA LD3.1, Fire-Rated Grade (GP-50), Type 7, 0.050" ±.005" thick, color and texture as follows:
 - 1. Exposed Surfaces: Color and texture selected by Architect.
 - 2. Concealed Surfaces: Contractor's standard color and finish.
- E. Fire-Retardant Treated Particle Board Panels: Minimum 3/4" thick backup for natural finished wood and plastic laminate veneered panels, edged and faced as shown, provided with suitable anti-warp backing; meet ASTM E84 Class "I" rating with a flame-spread rating of 25 or less, registered with Local Authorities for elevator finish materials.

- F. Natural Finish Wood Veneer: Standard thickness, 1/40" thoroughly dried conforming to ASME/HPMA HP-1983, Premium Grade. Place veneer, tapeless spliced with grain running in direction shown, belt and polish sanded, book-matched. Species and finish designated and approved by Architect.
- G. Paint: Clean exposed metal parts and assemblies of oil, grease, scale, and other foreign matter and factory paint one shop coat of standard rust-resistant primer. After erection, provide one finish coat of industrial enamel paint. Galvanized metal need not be painted.
- H. Prime Finish: Clean all metal surfaces receiving a baked enamel paint finish of oil, grease, and scale. Apply one coat of rust-resistant primer followed by a filler coat over uneven surfaces. Sand smooth and apply final coat of primer.
- I. Baked Enamel Finish: Prime finish per above. Unless specified "prime finish" only, apply and bake three additional coats of enamel in the selected solid color.
- J. Entrance Field Paint: Clean all surfaces to remove dirt and grease. Sand and finish surfaces as necessary to remove pits and scratches and prepare surface for painting. Apply filler to ensure smooth surface; sand and apply one coat of electrostatic enamel in the selected solid color.
- K. Refinishing of natural metals: Remove existing protective finish. Buff as necessary to remove scratches. Regrain or finish as specified and protect as indicated for particular metal type.
- L. Entrance Support Equipment within Hoistway: Include strut angles, headers, sill support angles, fascia, hanger covers, etc. Clean, remove, and check for corrosive activity. Replace components which exhibit severe deterioration. Tighten all fastenings. Repaint exposed surfaces with rust preventive primer.

END OF SECTION

SECTION 017000 – FINAL CONTRACT COMPLIANCE REVIEW

PART 1 - GENERAL

1.1 FINAL CLEANING

- A. See Section 008000, Supplemental Conditions, for contractual requirements governing site cleaning. As a minimum:
 - 1. Elevator hoistways and all equipment therein shall be cleaned and left free of rust, filings, welding slag, rubbish, loose plaster, mortar drippings, extraneous construction materials, dirt, and dust, including walls, building beams, sill ledges, and hoistway divider beams.
 - 2. Care shall be to not to mark, soil, or otherwise deface existing or new surfaces. Clean and restore such surfaces to their original condition.
 - 3. Clean down surfaces and areas which require final painting and finishing work. Cleaning includes removal of rubbish, broom cleaning of floors, removal of any loose plaster or mortar, dust, and other extraneous materials from finish surfaces, and surfaces which will remain visible after the work is complete.
 - 4. Paint machine room walls and floors.

1.2 CONSULTANT'S FINAL OBSERVATION AND REVIEW REQUIREMENTS

- A. Review procedure shall apply for individual elevators, portions of groups of elevators, and completed groups of elevators accepted on an interim basis, or elevators and groups of elevators completed, accepted, and placed in operation.
- B. Contractor shall perform review and evaluation of all aspects of its work prior to requesting Consultant's final review. Work shall be considered ready for Consultant's final contract compliance review when all Contractor's tests are complete, all deficiencies noted by the AHJ have been rectified, and all elements of work or a designated portion thereof are in place and elevator or group of elevators are deemed ready for service as intended.
- C. Contractor shall perform review and evaluation of all aspects of its work prior to requesting consultant's review.
- D. Furnish labor, materials, and equipment necessary for Consultant's review. Notify Consultant five working days in advance when ready for final review of elevator or group of elevators.
- E. Consultant's written list of observed deficiencies of materials, equipment, and operating systems will be submitted to Contractor for corrective action. Consultant's review shall include as a minimum:
 - 1. Workmanship and equipment compliance with Contract Documents.
 - 2. Contract speed, capacity, floor-to-floor times, and door performance compliance with Contract Documents.
 - 3. Performance of following is satisfactory:
 - a. Starting, accelerating, running.
 - b. Decelerating, stopping accuracy.
 - c. Door operation and closing force.
 - d. Equipment noise levels.
 - e. Signal fixture utility.
 - f. Overall ride quality.
 - g. Performance of door control devices.
 - h. Operations of emergency two-way communication device.
 - i. Operations of firefighters' service.
 - j. Operations of special security features and floor lock-off provisions.
 - k. Operations of remote monitoring devices.

- I. Operations of emergency brake device.
4. Test Results:
 - a. In all test conditions, obtain specified contract speed, performance times, stopping accuracy without re-leveling, and ride quality to satisfaction of Purchaser and Consultant. Tests will be conducted under both no load and full load condition.
- F. Performance Guarantee: Should Consultant's review identify defects, poor workmanship, variance, or noncompliance with requirements of specified codes and/or ordinances, or variance or noncompliance with the requirements of Contract Documents, Contractor shall complete corrective work in an expedient manner to satisfaction of Purchaser and Consultant at no cost as follows:
 1. Replace equipment which does not meet code or Contract Document requirements.
 2. Perform work and furnish labor, materials, and equipment necessary to meet specified operation and performance.
 3. Perform retesting required by governing code authority, Purchaser, and Consultant.
- G. A follow-up final contract compliance review shall be performed by Consultant after notification by Contractor that all deficiencies have been corrected. Provide Consultant with copies of the initial deficiency report marked to indicate items which Contractor considers complete.

1.3 PURCHASER'S INFORMATION

- A. Provide electronic copies (flash drive or Consultant-approved equivalent) of written information necessary for proper maintenance and adjustment of equipment within 30 days following final acceptance. Final retention will be withheld until data is received by Purchaser and reviewed by Consultant. Include the following as minimums:
 1. Straight-line wiring diagrams of "as-installed" elevator circuits with index of location and function of components. Provide one set reproducible master. Mount one set wiring diagrams on panels, racked, or similarly protected, in elevator machine room. Provide remaining set rolled and in a protective drawing tube. Maintain all drawing sets with addition of all subsequent changes. These diagrams are Purchaser's property.
 2. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract. Include any unique or product-specific procedures or methods required to inspect or test the equipment. In addition, identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.
 3. Lubrication instructions, including recommended grade of lubricants.
 4. Parts catalogs for all replaceable parts, including ordering forms and instructions.
 5. Instructions explaining all operating features, including all apparatus in the car and lobby control panels.
 6. Maintenance Control Program documentation for all equipment.
- B. Provide Purchaser with the following:
 1. Any interface cards required for equipment maintenance, code mandated testing, and troubleshooting.
 2. Four sets of keys for all switches and control features properly tagged and marked.
 3. Diagnostic equipment complete with access codes, adjusters' manuals, and set-up manuals for adjustment, diagnosis, and troubleshooting of elevator system, and performance of routine safety tests.
- C. Preventive Maintenance Contract: Furnish properly executed contract for continuing preventive maintenance.

- D. Acceptance of such records by Purchaser/Consultant shall not be a waiver of any Contractor deviation from Contract Documents or shop drawings or in any way relieve Contractor from his responsibility to perform work in accordance with Contract Documents.

END OF SECTION

SECTION 018000 – MAINTENANCE

PART 1 - GENERAL

1.1 INTERIM MAINTENANCE

- A. Furnish preventive maintenance service on elevators described herein for a period from mobilization, verbal or written, until each unit is removed from building service for modernization. In addition, furnish interim preventive maintenance on completed units until the modernization of each group of elevators is complete and one-year warranty maintenance, defined in Item 1.2 below, is commenced. Cost of interim maintenance shall not be included as part of modernization bid. Indicate costs on a per-unit basis for interim maintenance as requested on bid form, Section 003100. Costs for interim maintenance shall be paid by Purchaser separately and monthly based upon the number of units in service. Perform interim maintenance based upon terms and conditions of supplied maintenance agreement.
- B. Use competent personnel, acceptable to Purchaser, employed and supervised by the Contractor.

1.2 WARRANTY MAINTENANCE

- A. Provide preventive maintenance and 24-hour emergency callback service for one year commencing on date of final acceptance of all modernized elevators by Purchaser. Warranty maintenance should expire for concurrently for all elevators. Systematically examine, adjust, clean, and lubricate all equipment. Repair or replace defective parts using parts produced by the Contractor of installed equipment. Maintain elevator machine room, hoistway, and pit in clean condition.
- B. Use competent personnel, acceptable to the Purchaser, supervised and employed by Contractor.
- C. The warranty maintenance period specified in Item 1.2 A. above shall be extended one month for each three-month period in which equipment related failures average more than .25 per unit per month.
- D. Purchaser retains the option to delete cost of warranty maintenance from modernization equipment contract and remit twelve equal installments directly to Contractor during period in which maintenance is being performed.
- E. Warranty maintenance to be performed per the terms of supplied maintenance agreement.

1.3 CONTRACT PREVENTIVE MAINTENANCE

- A. Quote monthly cost for five-year Preventive Maintenance Agreement with two, one year extensions possible, commencing upon completion of the warranty period specified in Item 1.2, A. above. Submit quote based upon terms and conditions of supplied maintenance agreement.
- B. Base bid on present labor and material cost. Price adjustment will be made at Agreement commencement date and thereafter as provided in Agreement.
- C. Use competent personnel, acceptable to the Purchaser, employed and supervised by Contractor.

END OF SECTION

SECTION 019000 – RELATED WORK

PART 1 - GENERAL

1.1 RELATED WORK BY ELEVATOR CONTRACTOR

- A. Architectural and Structural, Hoistway and Hallway:
 - 1. Wall blockouts and fire rated closure for control and signal fixture boxes which penetrate walls.
 - 2. Cutting and patching walls and floors as required.
 - 3. Protect open hoistways and entrances during construction per OSHA Regulations.
 - 4. Protect car enclosure, hoistway entrance assemblies, and special metal finishes from damage.
 - 5. Sand, fill and paint entrance frames, transoms, and strike jambs at all landings.
 - 6. Remove existing finished cab flooring. Install new flooring. Coordinate weight of flooring and sill height with elevator contractor.
 - 7. Remove windows and block.
 - 8. Remove abandoned rear entrance and block.
 - 9. Remove all non-elevator related components from hoistway.

- B. Architectural and Structural, Machine Room:
 - 1. Enclosure with access. Provide code compliant stair with guard railing.
 - 2. Self-closing and locking rated access door. Include Signage: "ELEVATOR MACHINE ROOM" and "AUTHORIZED PERSONNEL ONLY."
 - 3. Paint walls and ceiling for improved light reflectivity.
 - 4. Class "ABC" fire extinguisher in each elevator machine room.
 - 5. Access for hoisting. Provide access for hoisting to machine room and repair same when complete as required.
 - 6. Remove combustible and abandoned material from machine room as required.
 - 7. Remove existing windows and vents and block.
 - 8. Remove floor hatch and patch.

- C. Plumbing and Fire Protection:
 - 1. Pit Sump or Drain: Indirect waste drain or sump with flush grate and pump. Sump pump/drain capacity minimum 3,000 gallons per hour per elevator.
 - 2. Remove abandoned plumbing from machine room and hoistway as required.

- D. Mechanical:
 - 1. Machine Room or Control Space: Ventilation and heating. Maintain temperature range of 55°-90° F. Maintain maximum 80% relative humidity, non-condensing.

- E. Electrical Service, Conductors, and Devices:
 - 1. Machine Room: Guarded LED fixtures to provide minimum 19 footcandles average illumination. Provide toggle switch adjacent to strike side of machine room door. Occupancy sensor is not allowed.
 - 2. Machine Room Night Light: Provide always-on 3-5-watt LED luminaire outside entrance to machine room.
 - 3. Pit Lighting: Guarded LED fixtures to provide minimum 10 footcandles average illumination.
 - 4. Hallway Lighting: LED fixtures to provide 10 footcandles average illumination measured at the threshold with doors closed. Lighting shall be always-on, un-switched and no occupancy sensor.
 - 5. GFCI convenience outlets in pit.
 - 6. Non-GFCI convenience outlet in pit for sump pump.
 - 7. GFCI convenience outlets in machine room or control space.

8. Heavy-duty three-phase mainline copper power feeder to terminals of each elevator controller in the machine room with protected lockable “open” disconnecting means.
 9. Single-phase copper power feeder to each elevator with individual protected lockable “open” disconnecting means located in machine room for utilization equipment:
 - a. Car lighting and blower.
 - b. Pit sump pump.
 - c. In-car video display.
 10. Emergency telephone line to each individual elevator control panel in elevator machine room.
 11. Automatic Fire Recall System:
 - a. Fire alarm initiating devices in each elevator lobby, for each group of elevators or single elevator.
 - b. Fire alarm initiating devices in each elevator machine room.
 - c. Fire alarm initiating devices at top of hoistway if sprinklered.
 - d. Three Relay Activation Modules for each group of elevators or single elevator. Locate modules within three feet of controller designated by the Elevator Contractor to minimize un-supervised wiring. Program Modules as follows:
 - 1) PRIMARY: Activate when any hallway device, except primary floor, activates.
 - 2) ALTERNATE: Activate when hallway device at primary floor activates.
 - 3) FIRE HAT: Activate when machine room device activates.
 - e. Device in machine room and at top of hoistway (if provided) to provide signal for general alarm.
 - f. Provide technician from fire alarm contractor for pre-test of system during normal working hours.
 - g. Provide technician from fire alarm contractor for acceptance test of system with AHJ during normal working hours.
 - h. Remove fire alarm devices from pit where not required.
 - i. Remove fire alarm devices from hoistway overhead where not required.
 12. Power for Mechanical Equipment: Provide power for HVAC and/or ventilation equipment where applicable.
 13. Remove abandoned electrical equipment from machine room and hoistway as required.
 14. Review power confirmation data, provided by the Elevator Contractor, on behalf of the Owner. Verify electrical supply to the controllers meets the stated requirements. Where applicable, review standby power generator capability to meet stated requirements and absorb regenerated power.
- F. Elevator Contractor Related Work:
1. Pit access stationary or retractable ladder for each elevator. Retractable ladder if provided shall include an electrical contact conforming to ASME A17.1, Rule 2.2.2.4.2.7.
 2. Under Car Access: Provide permanent ladder and platform for access to under car equipment as required by code.

END OF SECTION

SECTION 142200 - ELECTRIC TRACTION ELEVATOR MODERNIZATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes modernization of traction elevators as follows:
 - 1. One (1) gearless freight elevator, Car 1

1.2 DEFINITIONS

- A. See Section 008000 Supplemental Conditions. Technical terms used are defined in the latest edition of the Safety Code for Elevators and Escalators, ASME A17.1. or in this section.

1.3 WORK INCLUDED

- A. See Section 010100, Summary of Work.
- B. All engineering, equipment, labor, and permits required to satisfactorily complete elevator modernization required by Contract Documents.
- C. Applicable conditions of General, Special, and Supplemental Conditions, Division 1, and all sections listed in Contract Documents "Table of Contents."
- D. Preventive maintenance as described in Section 018000 herein.
- E. Cartage and Hoisting: All required staging, hoisting, and movement to, on, and from the site including new equipment, retained equipment, or dismantling and removal of existing equipment.
- F. Unless specifically identified as "Retain," "Reuse," or "Refurbish," provide new equipment. Contractor may, with approval prior to bid, provide new equipment in lieu of refurbishing existing. See Section 008000, Supplemental Conditions.
- G. Reference to a device or a part of the equipment applies to the number of devices or parts required to complete the installation.
- H. Provisions of this specification are applicable to all elevators unless identified otherwise.
- I. Provide hoistway, pit, and machine room barricades.
- J. Provide temporary and permanent pit ladders, working platforms, inspection platforms, and guard rails required to comply with applicable Building Code and AHJ requirements.

1.4 ALTERNATES

- A. See Section 010300, Alternates and Allowances.

1.5 RELATED WORK

- A. See Section 019000, Related Work.

1.6 ACTION AND INFORMATIONAL SUBMITTALS

- A. See Section 013000, Submittals.

1.7 CLOSEOUT SUBMITTALS

- A. See Section 017000, Final Compliance Review.

1.8 PERMITS, TESTS, AND CERTIFICATES

- A. Permits:
 - 1. Secure and pay for all permits required for Work to be performed, including but not limited to:
 - a. Municipal and State permits.
 - b. Device or equipment removal permits.
 - c. Hot works permits.
 - 2. Post, maintain, and renew all permits in compliance with local governmental requirements.
 - 3. Obtain final close-out of all required permits.
- B. Tests and Inspections: Schedule with the AHJ and perform tests required by Governing Authority in accordance with procedure described in ASME A17.2 Guide for Inspection of Elevators, Escalators, and Moving Walks in the presence of Authorized Representative of the AHJ.
- C. Certificates: Obtain, pay for, and deliver to Purchaser with all temporary and final inspection certificates provided by proper governing authorities.
- D. Violations: Resolve any outstanding violations on record with the AHJ on devices being removed prior to final acceptance by the Purchaser.

1.9 QUALITY ASSURANCE

- A. Compliance with Regulatory Agencies: Comply with most stringent applicable provisions of currently enforced codes, laws, and/or authorities, including revisions and changes in effect.
- B. Inspections: Provide access to areas where work is being performed for the Consultant at any time throughout the project.

1.10 WARRANTY

- A. See Sections 017000 Final Compliance Review and 018000 Maintenance.

1.11 MAINTENANCE

- A. See Section 018000 Maintenance.

1.12 DELIVERY, STORAGE, AND HOISTING

- A. General:
 - 1. Protect all equipment and exposed finishes during delivery, handling, and installation until completion of project.
 - 2. Replace damaged materials with new, at no additional cost for material or labor to Purchaser.

- B. Delivery and Storage:
 - 1. Ensure manufacturers' original packing adequately protects materials during delivery.
 - 2. Deliver materials, identical to accepted samples, to the site ready for use in the manufacturer's original and unopened containers and packaging, bearing labels as to type of material, brand name and manufacturer's name.
 - 3. Store materials under cover in a dry and clean location, off the ground. Remove delivered materials that are damaged or otherwise not suitable for installation from the job site and replace with acceptable materials.
 - 4. Store and protect all materials in space provided or designated by the Purchaser against damage, stains, scratches, corrosion, weather, construction debris, and other environmental conditions.
 - 5. Comply with Purchaser's requirements for access to and use of any building loading docks, parking lots, parking garages, and any interior spaces required for delivery and storage.

- C. Hoisting: Arrange and pay for all required hoisting and movement of equipment.

1.13 COORDINATION

- A. See Section 010400, Summary of Work.

PART 2 - PRODUCTS

2.1 REFERENCES

- A. American National Standard Institute (ANSI): A117.1, Accessible and Usable Buildings and Facilities.

- B. American Society of Mechanical Engineers:
 - 1. ASME A17.1, Safety Code for Elevators and Escalators.
 - 2. ASME A17.2, Guide for Inspection of Elevators, Escalators, and Moving Walks.
 - 3. ASME A17.5, Elevator and Escalator Electrical Equipment.
 - 4. ASME A17.6, Standard for Elevator Suspension, Compensation, and Governor Systems.

- C. National Fire Protection Association (NFPA):
 - 1. NFPA 70, National Electric Code.
 - 2. NFPA 80, Fire Doors and Windows.
 - 3. NFPA 101, Life Safety Code.
 - 4. NFPA 13, Installation of Sprinkler Systems.

- D. International Building Code (IBC).

- E. Accessibility:
 - 1. American National Standard Institute (ANSI): A117.1, Accessible and Usable Buildings and Facilities.
 - 2. ADAAG, Americans with Disabilities Act Accessibility Guidelines.

2.2 MANUFACTURERS AND PRODUCTS

- A. Subject to compliance with the requirements of the contract, provide products by one or more of the following Principal Manufacturers. Where specific product models are referenced and the standard components from KONE, Otis, Schindler, and TK Elevator are approved:
 - 1. Controllers:
 - a. GAL Galaxy.
 - b. MCE.

- c. Smart Rise.
- 2. Motor Drives:
 - a. KEB.
 - b. Magnetek.
 - c. Yaskawa.
- 3. Hoistway Entrances:
 - a. Columbia.
 - b. EDI-ECI.
 - c. Wittur.
- 4. Freight Vertical Bi-Parting Door:
 - a. Courion/EMS.
 - b. Peelle.
 - c. Wittur.
- 5. Elevator Car Enclosures:
 - a. EDI/ECI.
 - b. Elite Cabs.
 - c. Globe Architectural & Metal.
 - d. National.
 - e. Regency Elevator Cabs.
- 6. Car and Hall Signal Fixtures: Standard:
 - a. EPCO.
 - b. Innovation.
 - c. MAD Fixtures.
 - d. Monitor.
 - e. National Elevator Cab and Doors.
- 7. Two-Way Communication Device:
 - a. EMS.
 - b. Janus.
 - c. Rath Communications.
 - d. RingComm.
- 8. Hoist Machines:
 - a. Hollister Whitney.
 - b. Imperial.
 - c. Torin.

2.3 PERFORMANCE REQUIREMENTS

- A. Car Speed: $\pm 3\%$ of contract speed under any loading condition.
- B. Car Capacity: Safely lower, stop, and hold 125% of rated load.
- C. Car Stopping Zone: $\pm 1/4"$ under any loading condition.
- D. Noise and Vibration Control:
 - 1. Airborne Noise:
 - a. Measured noise level of elevator equipment and its operation shall not exceed 60 dBA inside car under any condition including door operation and car ventilation exhaust blower on its highest speed.
 - b. Limit noise level in the machine room relating to elevator equipment and its operation to no more than 80 dBA.
 - c. All dBA readings to be taken 3'-0" off the floor and 3'-0" from the equipment using the "A" weighted scale.
 - 2. Vibration Control: Mechanically isolate all new elevator equipment from the building structure and other components. Minimize objectionable noise and transmission of vibrations to occupied areas of the building.

2.4 ELEVATOR ALTERATIONS

A. Gearless Freight Elevator:

ALTERATION SUMMARY		
CAR 1	EXISTING INSTALLATION	MODERNIZED INSTALLATION
Capacity:	8,000 lbs. Field Verify	Retain existing Capacity
Class of Loading:	Class C	Retain Existing Class Loading
Contract Speed:	200 fpm Field Verify	Retain Existing Contract Speed
Roping Configuration:	2:1	Retain Existing Roping Configuration
Machine:	Gearless	New Gearless
Machine Location:	Overhead	Retain existing Machine Location
Motor Type:	DC	New AC
Operation Control:	Single automatic	Retain Existing Operation
Floors Served:	Front: 4 (B, 1-3) Rear: n/a	Retain Existing Floors Served
Total Entrances:	4 front; 0 rear	Retain Existing Total Entrances
Entrance Type:	Bi-Parting	Retain Existing Entrance Type
Entrance Size:	8'-0" wide x 8'-0" high Field Verify	Retain Existing Entrance Size
Minimum Clear to Underside of Canopy:	117" W x 134" D Field Verify	Retain Existing Minimum Clear Inside Dimensions

2.5 MATERIALS

A. See Section 016000, Materials.

2.6 OPERATION

A. General:

1. Cars automatically slow down and stop level at floors in response to car and landing calls with stops made in sequence in the established direction of travel, regardless of order in which buttons are pressed.
2. Landing calls are canceled when the assigned car arrives at the landing.
3. Automatic Dispatch Failure: Provide auxiliary dispatch system to automatically dispatch elevators in the event of failure of the primary control system.
4. Hall Call Button Failure: Should failure of hall call button system occur, initiate operation providing predetermined service to all landings; elevators respond normally to car calls.
5. Automatic Leveling:
 - a. When arriving at a floor cars level to within 1/8" above or below the landing sill prior to opening doors, without travelling past the landing during leveling
 - b. Maintain leveling accuracy regardless of carload, direction of travel, rope slippage or stretch.
6. Power Conservation:
 - a. Shut off car interior illumination and ventilation after adjustable period (60-180 seconds) of no elevator demand.
 - b. turn on prior to opening car doors when elevator demand returns.

- B. Manual Door Operation: Operator to open or close doors and car gate at floor when car is stopped in leveling zone.
 - 1. Independent Service:
 - a. When feature is activated from within the car allow control of car only from buttons and controls inside the car.
 - b. Close doors by constant pressure on desired destination floor button or door close button.
- C. Single Automatic Operation, Car 1:
 - 1. Operate car without attendant from pushbuttons in car and at each landing. When car is idle, automatically start car, and dispatch it to appropriate floor when call is registered by pressing car or hall pushbutton.
 - 2. Illuminate, "in use" lights in each hall pushbutton station when car is responding to registered car or hall call. Prevent registration of another call until trip is complete including time for passenger transfer and registration of car call if car is responding to a hall call. Extinguish "in use" light to indicate system is available to respond to next call.
- D. Firefighters' Emergency Operation: Provide equipment and operation in accordance with code requirements. Replace all Firefighters Emergency Operation key switches that control non-modernized elevators in this building to match modernized elevators when first car in group is returned to service.
- E. Emergency Lighting, Communication, and Alarm:
 - 1. Car mounted battery unit with solid-state charger to operate alarm bell, car emergency lighting, and voice communication system.
 - 2. Car lighting and communication shall be provided with a minimum of 4 hours of operation on back-up power during a loss of normal power, and a minimum of 1 hour of operation for car-mounted alarm.
 - 3. Battery to be rechargeable with minimum five-year life expectancy.
 - 4. Provide constant pressure test button in service compartment of car operating panel.

2.7 MACHINE ROOM EQUIPMENT

- A. Provide and arrange equipment in existing machine room spaces.
- B. Identification: Permanently identify (painted on or securely attached) machine room equipment with minimum 3" characters corresponding to elevator identification.
 - 1. Driving machine.
 - 2. Motor drive, transformer, choke/filter.
 - 3. Controller.
 - 4. Selector.
 - 5. Governor.
 - 6. Main line disconnect switch.
 - 7. Elevator hoistway pit equipment.
- C. New - Gearless Traction Hoist Machine:
 - 1. Provide new gearless machine based on capacity, speed and duty designed to operate within specified machine room temperature range.
 - 2. Contractor to confirm capacity and apply new crosshead data tag.
 - 3. Provide motor, brake, and demountable drive sheave mounted in proper alignment on a common isolated bedplate. Provide bedplate blocking to elevate secondary or deflector sheave above machine room floor as required.
 - a. Motor:
 - 1) AC induction or P.M.S.M. ACV³F gearless traction type motor
 - 2) Machine or motor mounted direct drive, digital, closed-loop velocity encoder.
 - b. Electromechanical Brake:

- 1) Spring applied and electrically released.
 - 2) Drum or disc type.
 - 3) Spring applied and electrically released with removable manual brake release.
 - 4) Brake shoes applied to the braking surface simultaneously and with equal pressure.
 - 5) Adjusted to minimize noise during lifting and setting of brake shoes.
 - 6) Prevent ascending car over-speed and unintended car movement via dual-redundant braking system.
 - c. Drive Sheave:
 - 1) Machined with grooves, providing maximum traction with a minimum of cable and sheave wear.
 - 2) Sealed bearings.
 - d. Deflector Sheave:
 - 1) Machine bedplate mounted deflector sheave.
 - 2) Machined grooves and sealed bearings.
 - 3) Maintainable from inside machine room.
 4. Installation includes:
 - a. Anti-friction bearings with easy access for lubrication.
 - b. Sheave guards to prevent ropes from leaving sheave grooves.
 - c. Sound isolation pads shall be installed to reduce vibration and noise transmission to the building structure.
- D. New Solid State Power Conversion and Regulation Unit:
1. Provide solid state variable voltage, variable frequency (ACV³F), I.G.B.T. converter/inverter drive designed to operate with the power supply available at the main disconnect.
 2. Drive is regenerative and utilizes converter/inverter and dynamic braking during overhauling condition to return regenerated power to the building power grid.
 3. Performance Requirements:
 - a. Conform to IEEE standards 519-2014 for line harmonics and switching noise.
 - b. Maximum audible noise in the machine room and surrounding areas not to exceed 80 dBA.
 4. Power Factor: >0.95.
 - a. Minimum of 6 kHz switching frequency for SCR inverter and shunt transistors.
 - b. Sustained drive and motor overload protection rated at 250% of line current.
 - c. Capacitors utilized sized and located to avoid system resonance.
 5. Limit current suppress noise and radio frequency interference and prevent transient voltage feedback into main building power supply or emergency power source. Provide internal heat sink cooling fans for the power drive portion of the converter panels.
 6. Provide isolation transformers, filters, and chokes to completely isolate the system from the normal building power supply.
 7. Isolate unit to minimize noise and vibration transmission.
 8. Direct-current power for the operation of hoist machine brake, door operator, dispatch processor, signal fixtures, etc., supplied from separate static power supply.
- E. New - Regenerated Power:
1. Provide resistor bank on the demand side of the elevator main disconnect to absorb and dissipate the maximum sustained regenerated power from the motor drive during dynamic braking.
- F. New - Encoder: Direct drive, solid-state, digital type. Update car position at each floor and automatically restore after power loss.
- G. New - Controller: UL/CSA labeled.

1. **Compartment:** Securely mount all assemblies, power supplies, chassis switches, relays, etc., on a substantial, self-supporting steel frame. Completely enclose equipment with covers. Provide means to prevent overheating.
 2. **Relay Design:** Magnet operated with contacts of design and material to insure maximum conductivity, long life, and reliable operation without overheating or excessive wear. Provide wiping action and means to prevent sticking due to fusion. Contacts carrying high inductive currents shall be provided with arc deflectors or suppressors.
 3. **Microprocessor-Related Hardware:**
 - a. Provide built-in noise suppression devices providing a high level of noise immunity on all solid-state hardware and devices.
 - b. Provide power supplies with noise suppression devices.
 - c. Isolate inputs from external devices (such as pushbuttons) with opto-isolation modules.
 - d. Design control circuits with one leg of power supply grounded.
 - e. Safety circuits are not to be affected by accidental grounding of any part of the system.
 - f. System automatically restarts when power is restored.
 - g. System memory is retained in the event of power failure or disturbance.
 - h. Equipment is provided with Electro Magnetic Interference (EMI) shielding within FCC guidelines.
 4. **Wiring:** CSA labeled copper for factory wiring. Neatly route all wiring interconnections and securely attach wiring connections to studs or terminals.
 5. Permanently mark components (relays, fuses, PC boards, etc.) with symbols shown on wiring diagrams.
 6. **Monitoring System Interface:** Provide controller with serial data link through RJ45 Ethernet connection and install all devices necessary to monitor items outlined herein. Connect monitoring system interface to machine room monitoring compartment and LAN. Wiring from the LAN to the machine room monitoring compartment by others. Provide interface only.
- H. **New - Auxiliary disconnect:** Provide controller or machine mounted auxiliary, lockable "open," disconnect if mainline disconnect is not in sight of controller and/or machine.
- I. **Sleeves and Guards:** Provide 2" steel angle guards around cable or duct slots through floor slabs or grating. Provide rope and smoke guards for sheaves, cables, and cable slots in machine room.
- J. **Machine and Equipment Support Beams:** Retain existing in place. Provide all required supplemental supports and attachments. Provide Structural Engineering certification validating size and location of all new support structure provided.
- K. **New - Governor, Car:** Centrifugal-type, car driven with pull-through jaws and bi-directional shutdown switches. Calibrated and tested with manufacturers' certification data plate as required by code. Provide required bracketing and supports for attachment to building structure.
- L. **Buffers, Car, and Counterweight:** Retain existing.
 1. Clean, paint, and test.
- M. **Emergency Brake:**
 1. Provide redundant brake on machine to prevent ascending car over-speed and unintended car movement. Installation and operation to comply with Code requirements.
 2. Provide control circuits to enable the device to function as required by Code.
- 2.8 **HOISTWAY EQUIPMENT**
- A. Provide and arrange equipment in existing hoistways.

- B. Guide Rails: Retain main and counterweight guide rails in place.
 - 1. Clean rails and brackets. Remove rust.
 - 2. Check all rail and bracket fastenings and tighten.

- C. Access Ladders and Platforms: Provide permanent buffer and car safety access ladders and platforms to comply with Code requirements.

- D. Deflector Sheaves, Secondary and Compensating: Machined grooves and sealed bearings. Provide mounting means to machine beams, machine bedplate, car and counterweight structural members, or building structure.

- E. Counterweight Frame: Retain existing.
 - 1. Replace any damaged frame sections. Steel members and fastenings to match original manufacturers' engineered specifications.
 - 2. Replace existing 2:1 sheaves, including:
 - a. New bearings.
 - b. Proper and equal sheave groove depth.
 - c. Structurally sound fastenings.
 - d. Rope retainers that prevent ropes from leaving sheave grooves during testing.
 - e. Smooth and quiet operation with operating noise undetectable from inside any car or outside of the hoistway.
 - 3. Counterweight Weight Sections:
 - a. Adjust or repair retention means to keep existing weight sections and any added weight sections in place during buffer impact.
 - b. Add or replace weight sections as required to provide overbalance necessary to comply with traction machine manufacturers' requirements.

- F. New Counterweight Guide Shoes:
 - 1. Solid guides with oilless inserts.
 - 2. Manufacturer, type, and size are subject to approval by Consultant.

- G. Counterweight Guard: Metal guard in pit. Retain existing. Modify as required by code.

- H. New Governor Rope Tension Sheave and Frame: Mount sheave and support frame on pit floor or guide rail. Provide frame with guides or pivot point to enable free vertical movement, required tension, and rope alignment. Adjust to provide quiet operation with no sound detectable from inside any car or outside of the hoistway.

- I. New Suspension Means: Traction steel type wire ropes of type specified by machine or drive sheave manufacturer. Fasten with staggered length, adjustable, spring isolated wedge type shackles.

- J. New Governor Ropes: Governor rope of type specified by governor manufacturer.

- K. New Terminal Stopping: Provide normal and final devices.

- L. New Electrical Wiring and Wiring Connections:
 - 1. Conductors and Connections: Copper throughout with individual wires coded and connections on identified studs or terminal blocks. Use no splices or similar connections in wiring except at terminal blocks, control compartments, or junction boxes. Provide a minimum of 10% spare conductors throughout. A minimum of ten #18 AWG wires shall be provided. Run spare wires from car connection points to individual elevator controllers in the machine room. Provide eight pairs of spare shielded communication wires in addition to those required to connect specified items. Tag spares in machine room.

2. Conduit: Painted or galvanized steel conduit, EMT, or duct. Flexible heavy-duty service cord may be used between fixed car wiring and car door switches for door protective devices.
 3. Traveling Cables: Flame and moisture-resistant outer cover. Prevent traveling cable from rubbing or chafing against hoistway or equipment within hoistway. Provide 12 twisted shielded pairs in addition to wires needed to connect specified items and code required spares.
 4. Auxiliary Wiring: Connect fire alarm initiating devices, emergency two-way communication system, and access control interface in each car controller in machine room.
- M. New Hoistway Access Switches: Mount in wall at top and bottom floors. Provide switch with faceplate. Locate within easy reach to entrance so entrance can be guarded by one technician.
- N. New Hoistway Entrance Equipment:
1. Door Guide Tracks: Continuous steel angles or formed steel tracks fastened to hoistway door jamb.
 2. Door Guide Shoes: Machined iron shoes. Four shoes per door panel, with not less than 2½" lateral contact per shoe.
 3. Door Interlocks: Operable without retiring cam.
- O. New - Hoistway Freight Door Unlocking Device: Provide unlocking device with pull chain under hinged, lockable cover with stainless steel No. 4 finish at all floors.
- P. Floor Numbers: Stencil paint 4" high floor designations in contrasting color on inside face of hoistway doors or hoistway fascia in location visible from within car.

2.9 HOISTWAY ENTRANCES

- A. Provide and arrange equipment in same location as existing entrances.
- B. Frames: Retain existing.
1. Provide new Arabic floor designation/tactile marking plates:
 - a. Centered at 60" above finished floor.
 - b. Located on both side jambs of all entrances.
 - c. Minimum 4" high.
 - d. Tactile marking indications shall be below Arabic floor designation.
 2. Provide plates at main egress landing with "Star" designation.
 3. Provide car identification label:
 - a. Mounted directly below floor designation/tactile marking plates.
 - b. Located on both side jambs at the following levels:
 - 1) Designated level.
 - 2) Alternate level.
 - c. Finish and design to match floor designation/tactile marking plates.
 - d. Permanently fastened.
- C. Fascia, Toe Guards, and Hanger Covers: Retain existing.
1. Provide as required where damaged or missing.
 2. Check and tighten all fastenings.
 3. Paint/Stencil floor number on fascia or hoistway wall all floors visible where car doors are initially opened.
- D. Struts and Headers: Retain existing. Check and tighten all fastenings.
- E. New - Vertical Bi-Parting Freight Door Panels:

1. 12 gauge formed steel plates welded into frame angles.
2. Telescoping upper section or pass-type doors as required.
3. Installation includes:
 - a. Safety astragals.
 - b. Vision panels.
 - c. Truckable sills.

F. Finish of Frames and Doors: Color selection by Purchaser.

2.10 CAR EQUIPMENT

A. Frame: Retain Existing. Check and tighten all fastenings. Adjust as required for plumb and square alignment.

B. New Safety Device: New Type "B," flexible guide clamp. Install an additional marking plate of corrosion resistant metal stating the manufacturer's name and catalog safety system designation number.

C. Platform: Retain existing.

1. Adjust as necessary for plumb and level alignment.
2. Reinforce if required.
3. Check and tighten all fastenings.
4. Inspect after existing finished flooring is removed. Immediately notify Purchaser and Consultant if any damage or deterioration requiring repairs is observed.

D. New Platform Guard:

1. New extended platform guard to meet Code requirements.
2. Minimum 0.059" (1.5 mm) thick steel, or material of equivalent strength and stiffness.
3. Reinforced and braced to car platform <>front and rear.
4. Contractor's standard finish.
5. Provide guard extending below platform floor surface maximum distance allowable without contact with the pit floor or other obstruction when car is on fully compressed buffers.

E. New - Guide Shoes: Roller type, Solid type with renewable oilless inserts to accommodate freight loading classification.

F. New Finish Floor Covering:

1. 3/8" thick aluminum diamond plate over 3/4" thick marine plywood sub-floor.

G. New Car Gate: Manually operated, vertical rise, single section minimum 6'-0" high, constructed of 12 gauge welded wire mesh welded into frame angles. Mount car gate lift chains on hoistway side of car gate.

H. New Car Operating Panel, Car 1:

1. One car operating panel with faceplate:
 - a. Consisting of a metal box containing vandal resistant operating fixtures, mounted behind in sidewall.
 - b. Faceplate shall be hinged and constructed of satin finish stainless steel.
2. Provide Exposed Pushbuttons to Initiate:
 - a. Car call registration.
 - b. Alarm.
 - c. Door open.
 - d. Door close.
 - e. Emergency push-to-call communication.

3. Pushbuttons:
 - a. Provide minimum 3/4" diameter raised or flush floor pushbuttons which illuminate to indicate call registration.
 - b. Locate operating controls no higher than 48" above the car floor; no lower than 35" for emergency push-to-call button and alarm button.
 - c. Identify buttons with cast or flat stainless tactile symbols surface or recessed flush mounted.
4. Locked Firefighters' Emergency Operation Panel:
 - a. Openable by the same key which operates the Fire Operation switch.
 - b. Including the following features:
 - 1) Phase II fire access switch.
 - 2) Firefighters' visual indication.
 - 3) Call cancel button.
 - 4) Stop switch, manually operated.
 - 5) Door open button.
 - 6) Door close button.
 - 7) Floors served.
5. Service Compartment:
 - a. Provide lockable service compartment with recessed flush door.
 - b. Door material and finish to match car return panel or car operating panel faceplate.
 - c. Include Integral flush window for displaying the elevator operating permit on inside surface of door.
 - d. Include the following controls in lockable service cabinet with function and operating positions identified by permanent signage or engraved legend:
 - 1) Access switch.
 - 2) Light switch.
 - 3) Three-position exhaust blower switch.
 - 4) Independent service switch.
 - 5) Constant pressure test button for battery pack emergency lighting.
 - 6) 120-volt, AC, GFCI protected electrical convenience duplex outlet.
 - 7) Card reader override switch.
 - 8) Keyed stop switch.
6. Provide black paint filled (except as noted), engraved, or approved etched signage as follows with approved size and font:
 - a. Phase II firefighters' operating instructions on inside face of firefighters' compartment door.
 - b. Engrave filled red firefighters' operation on outside face of compartment door.
 - c. Building identification car number on main car operating panel.
 - d. "No Smoking" on main car operating panel.
 - e. Car capacity in pounds on main car operating panel.
 - f. Loading classification and description on car operating panel.
- I. New - Car Top Control Station:
 1. Mount to provide safe access and utilization while standing on car top.
 2. Operating device with Up and Down direction buttons, a Run button, an Inspection/Automatic switch and Emergency Stop switch.
 3. Operating device provides an audible and visible indicator that fire recall has been initiated.
 4. Fix station to the car crosshead or provide portable station provided the extension cord and housing is permanently attached to the car crosshead.
 5. The car will be operated by constant pressure on the appropriate directional button and the Run button simultaneously.
 6. Normal operating devices will be inoperative while this device is in use.
- J. New - Car Top Emergency Audible Signal:
 1. Provide on top of each elevator.

2. Activation of Alarm Button or Emergency Stop switch will cause Emergency Audible Signal.
3. Provide auxiliary power supply to provide 1-hr. power in the event of loss of normal power.

- K. New - Work Light and Duplex Plug Receptacle:
1. GFCI protected outlet at top and bottom of car.
 2. Include on/off switch and lamp guard.

2.11 COMMUNICATION

- A. Car Communication System:
1. Hands-Free Phone System:
 - a. Two-way communication instrument in car with automatic dialing, tracking, and recall features, with shielded wiring to car controller in machine room.
 - b. Provide dialer with automatic rollover capability with minimum two numbers:
 - 1) Actuate two-way communication via "Help" button.
 - 2) Adjacent light jewel shall illuminate and flash when call is acknowledged.
 - 3) Button shall match car operating panel pushbutton design.
 - 4) Provide "Help" button tactile symbol, engraved signage, and Tactile marking adjacent to button mounted integral with car front return panel.
 2. Provide on-site two-way communication between car and emergency personnel

2.12 CAR ENCLOSURE AND INTERIOR FINISHES

- A. Unless specifically identified as "Retain," "Reuse," or "Refurbish," provide new equipment. Contractor may, with Consultant approval, provide new equipment in lieu of refurbishing existing. See Section 008000, Supplemental Conditions.
- B. New - Freight Elevator Enclosure: Car weight to be verified prior to removal of interior cab finishes/cab enclosure. Remove existing interior finishes and enclosure components, weigh, and document. Provide complete as specified herein. New cab weight including all new finishes to be verified following completion of modernization. Post modernization weight not to exceed code allowable limits. Provide the following features:
1. Enclosure Walls: Reinforced 10-gauge furniture steel formed panels no more than 20" wide with light-proof joints.
 - a. Reinforce and brace panels to provide rigid structure and securely fasten to car sling and platform.
 - b. Provide recess in car side wall for recessed mounting of car operating panel.
 2. Enclosure Canopy:
 - a. Reinforced 12-gauge furniture steel formed panels no more than 20" wide with light-proof joints and Hinged emergency exit.
 - b. Interior finish white reflective baked enamel.
 - c. Lighting: Recessed LED down lights with on/off switch in car operating panel. Recess mount fixture flush with inside surface of car top. Provide steel guard on car top over fixture.
 - d. Bumper Rails: Two rows of 2" x 12" oak or maple bumpers mounted on both sides and rear of the car.
 - 1) Locate bottom rail at floor level and top rail at 36" above the car floor.
 - 2) Bolt rails through car walls with bolt and captive nuts on exterior of wall panel sections on 18" centers.
 - 3) Finish both upper and lower top edges with a 45-degree chamfered edge to eliminate collection of trash.
 - 4) Finish ends of upper and lower bumpers on side walls to 45° chamfer to eliminate carts and people from hitting blunt ends.

- C. Top of Car Guardrail: Provide car top railings where fall hazard exceeds 12". Install guardrails, necessary hardware, and toe board to meet code requirements.
- D. Card/Proximity/keypad Reader Security Provisions: Retain existing. Remove from existing COP and Floor 3 Hall Station and relocate on new equipment.
 - 1. Mount reader unit inside car as directed by Purchaser, and cross connect from car pushbuttons to control module in machine room.
 - 2. Reader control unit, mounting brackets, wiring materials, logic circuits, etc., provided by others.

2.13 HALL CONTROL INPUT STATIONS

- A. Pushbuttons:
 - 1. Flush mounted riser adjacent to hoistway entrances.
 - 2. Single call button and "in use" light which illuminates when hall call is registered. Pushbutton design shall match car operating panel pushbuttons.
 - 3. Vandal-resistant pushbutton and LED light assemblies.
 - 4. Enlarged faceplate to cover existing wall block out.
 - 5. Approved engraved message and pictorial representation prohibiting use of elevator during fire or other emergency as part of faceplate.
 - 6. Provide any cutting and patching required.
 - 7. Remove existing access control keypad on Floor 3 and relocate on new hall station, Floor 3.

2.14 SIGNALS

- A. New Car Position Indicator:
 - 1. Alpha-numeric digital indicator containing floor designations and direction arrows a minimum of 2" high to indicate floor served and direction of car travel.
 - 2. Locate fixture in above each car operating panel.
 - 3. When a car leaves or passes a floor, illuminate indication representing position of car in hoistway.
 - 4. Illuminate proper direction arrow to indicate direction of travel.
- B. Floor Passing Tone: Provide an audible tone of no less than 20 decibels and frequency of no higher than 1500 Hz, to sound as the car passes or stops at a floor served.
- C. Fixture Faceplate Material and Finish: Satin finish, stainless steel, all fixtures.
- D. Firefighters' Key Box: Flush-mounted box with lockable hinged cover. Engrave instructions for use on cover per Local Fire Authority requirements.

PART 3 - EXECUTION

3.1 SITE CONDITION INSPECTION

- A. Prior to beginning installation of equipment, examine hoistway and machine room areas. Verify no irregularities exist which affect execution of work specified.
- B. Inform Purchaser of any irregularities in writing prior to commencing work.
- C. Do not proceed with installation until work in place conforms to project requirements.

3.2 INSTALLATION

- A. See Section 016000, Materials and Handling.
- B. Install all equipment as follows:
 - 1. in accordance with Contractor's instructions, referenced codes, specifications, and approved submittals.
 - 2. with clearances in accordance with referenced codes, and specifications.
 - 3. to be easily maintained and/or removed.
 - 4. to afford maximum accessibility, safety, and continuity of operation.
- C. Remove oil, grease, scale, and other foreign matter from the following equipment and apply one coat of field-applied machinery enamel.
 - 1. All exposed equipment and metal work installed as part of this work which does not have architectural finish.
 - 2. Machine room equipment, and pit equipment.
 - 3. Neatly touch up damaged factory-painted surfaces with original paint color.
 - 4. Protect machine-finish surfaces against corrosion.
- D. Paint machine room and pit floors.

3.3 FIELD QUALITY CONTROL

- A. Work at jobsite will be checked during course of installation. Full cooperation with reviewing personnel is mandatory. Accomplish corrective work required prior to performing further installation.
- B. Perform complete "Acceptance" level pre-testing as specified in the latest edition of ASME A17.2 "Guide for Inspection of Elevators, Escalators, and Moving Walks" prior to AHJ witnessed acceptance testing. Complete any adjustments, repairs, or replacements necessary to achieve code compliant operation including but not limited to:
 - 1. Car safety.
 - 2. Car emergency communications. Inform Purchaser and Consultant of any noted failures of Purchaser provided and maintained equipment or systems.
 - 3. Car and counterweight buffers.
 - 4. Phase I and II Firefighters' Emergency Operation. Phase I initiated by smoke sensing devices.
 - 5. Power car door operation including door closing force, reopening device, and restricted opening.
 - 6. Suspension members.
 - 7. Compensation members.
- C. Have Code Authority acceptance inspection performed and complete corrective work.
- D. Provide access to installed equipment and elevator personnel assistance for Consultants final observation and review requirements. See Section 017000, Final Compliance Review.
- E. ADJUSTMENTS
- F. Static balance car to equalize pressure of guide shoes on guide rails.
- G. Verify that weights of existing or altered cars, counterweights, and compensation comply with traction machine manufacturers' requirements and do not exceed total weights indicated on approved submittals. See Section 013000, Submittals.

- H. Lubricate all equipment in accordance with Contractor's instructions.
- I. Adjust motors, power conversion units, brakes, controllers, leveling switches, limit switches, stopping switches, door operators, interlocks, and safety devices to achieve required performance levels.

3.4 CLEANUP

- A. See Section 010400, Project Procedures.
- B. Keep work areas orderly and free from debris during progress of project. Remove packaging materials daily.
- C. Remove all loose materials and filings resulting from work.
- D. Clean machine room equipment and floor.
- E. Clean hoistways, car, car enclosure, entrances, operating and signal fixtures.

3.5 PURCHASER'S INFORMATION

- A. Provide all documentation required in Section 017000, Final Compliance Review.

END OF SECTION

SECTION 003100 – BID FORM
Lerch Bates Project Number: 0100034416

DATE:

PROJECT: Woodland Data Center Freight
Cleveland, Ohio

SUBMITTED BY:

Name of CONTRACTOR

CONTRACTOR'S Representative

Telephone Number

Street Address

City

State

Zip Code

PART 1 - GENERAL

1.1 CONTRACTOR'S BASE BID

- A. Having examined documents prepared by Lerch Bates Inc. dated _____, and having reviewed site conditions, applicable codes and all conditions affecting and governing the work, the Undersigned Contractor hereby offers to provide all engineering, labor, materials, transportation, services, and equipment necessary and incidental to properly execute required work of the Contract Documents for the sum of:

ITEM 1: Modernize Freight Elevator Car 1, Section 142200:

_____ dollars \$

ITEM 2: Related Work, Section 019000:

_____ dollars \$

ITEM 3: Total of Items 1-2:

_____ dollars \$

B. Maintenance:

1. Interim Maintenance: We agree to furnish interim, preventive maintenance during the period from written award of this Contract or verbal notice to proceed until all required work is complete for following amount per month per unit:

Freight Elevator Car 1: \$ _____ /Month/Unit

NOTE: Do not include the cost of interim maintenance in "A" above, Base Bids.

2. Twelve-Month Warranty Preventive Maintenance: Amount included in base bid Item A. above.

Total Included in Item A. \$ _____

Freight Elevator Car 1: \$ _____ /Month

NOTE: Purchaser reserves the right to pay warranty maintenance cost in a lump sum or on a monthly basis during period maintenance is actually performed.

3. Contract Maintenance: We agree to provide continuing preventive maintenance as required by Owner's five-year contract per month as follows:

Freight Elevator Car 1: \$ _____ /Month

NOTE: Contract preventive maintenance shall commence at the completion of the one year warranty maintenance program.

- C. Enter a cost figure for all pricing requested. Failure to comply, subjects bid to disqualification.

- D. Undersigned affirms that bids provided represent entire cost including site conditions, code requirements, drawings, specifications, addenda, and any other Contract Documents, and no claim will be made due to any increase in wage scales, material prices, taxes, insurance, cost indexes or any other factors affecting the construction industry or this project except as expressly allowed in Owner's maintenance contract.

1.2 ADDENDA

- A. Undersigned acknowledges receipt of Addendum No. ___ through ___.

1.3 CONTRACTOR'S OTHER SUPPORTING ENCLOSURES

- A. Undersigned has enclosed the following (Check YES or NO):
 1. Separate letter containing any "Qualification" related to its Bid. YES NO

1.4 PROPOSED MODERNIZATION INSTALLATION SCHEDULE

- A. Undersigned contractor submits the following completion schedule for project. Bidders are instructed to add additional rows to the following schedule grid to accommodate job specific phasing.

PHASE	DESCRIPTION	DURATION
1	Engineering Surveys	weeks
2	Submittal Preparation	weeks
3	Client Approval Period	weeks
4	Engineering, Procurement and Fabrication	weeks
5	Mod Installation: Car 1	weeks
6	Final Testing and Adjusting	weeks
7	Total Project Duration	weeks

1.5 CONTRACTOR PROPOSED MODERNIZATION COMPONENTS AND TECHNOLOGY

- A. Undersigned Contractor will utilize the following modernization technology for the projects and submits these systems for approval. Upon acceptance of these systems by Purchaser/Consultant, no substitutions shall be made without written approval of Consultant.

Modernization Systems and Components	Proposed Model Description/Vendor
Machine	
Control	
Door Operator	
Infrared Door Edge	
Fixtures	
Governor	
Safety	
Monitoring System	
Cab Interiors	
Door Panels/Entrances	

1.6 CONTRACTOR'S LIST OF SUBCONTRACTORS

- A. The undersigned Contractor will utilize the following subcontractors for major components of work and submits these firms for approval. Upon acceptance of these Sub-Contractors by Purchaser/Consultant, no substitutions shall be made without written approval of Consultant.

Subcontractor Name	Type of Work
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

1.7 SUBMISSION AND ACCEPTANCE OF BIDS

- A. Undersigned Contractor agrees to Purchaser's right to reject any and all bids without explanation.
- B. Undersigned Contractor declares that preparation and submission of bids herein contained do not obligate Purchaser or Consultant in any way.
- C. Undersigned Contractor agrees and understands that Purchaser assumes no obligation to enter into a Contract.

1.8 ALTERNATES

- A. State net sum to be added to or deducted from Stipulated Sum (Base Bid) in event any Alternate Bid is accepted.
- B. Submit Alternate Bids by filling in blank spaces provided herein.
- C. Purchaser reserves right to accept or reject any or all Alternates.
- D. Provide lump sum price for all alternates as described below and in Section 01030, Alternates.

ALTERNATE 1: Motorized Hoistway Doors and Car Gate:

_____ dollars \$ _____
Schedule Impact: _____

ALTERNATE 2: Accelerated Schedule: Provide costs and plan based on working a 50-hour week throughout the entire modernization.

_____ dollars \$ _____
Schedule Impact: _____

1.9 CONTRACTOR SIGNATURE

DATE: _____

SIGNED: _____

PRINT NAME: _____

TITLE: _____

NAME OF FIRM: _____

STATE LICENSE No: _____

LEGAL ADDRESS: _____

TELEPHONE: _____

ORGANIZED AS A (MARK ONE):

INDIVIDUAL

PARTNERSHIP

CORPORATION UNDER STATE LAW OF

END OF SECTION