

CONSTRUCTION INVITATION FOR BID

IFB# AAHC 25-1

LURIE TERRACE ELEVATOR MODERNIZATION

ANN ARBOR HOUSING COMMISSION



Issue Date: Tuesday, February 18, 2025
Due Date: Wednesday, April 2, 2025, 3:00 P.M. (EST)

Issued By:

Ann Arbor Housing Commission
2000 S. Industrial Hwy
Ann Arbor, MI 48104

TABLE OF CONTENTS

SECTION I: GENERAL INFORMATION	3
SECTION II: SCOPE OF WORK.....	9
SECTION III: MINIMUM INFORMATION REQUIRED	11
SECTION IV: ATTACHMENTS	13

SECTION I - GENERAL INFORMATION

A. OBJECTIVE

This Invitation for Bid (IFB) is being issued by the Ann Arbor Housing Commission (AAHC), a Michigan Public Body Corporate. This IFB is issued by the Ann Arbor Housing Commission, and a contract will ultimately be signed with a wholly owned subsidiary organization of the AAHC, called the Ann Arbor Affordable Housing Corporation (AAAH). The purpose of this Invitation for Bid (IFB) is to select a firm to modernize the two elevators at the Lurie Terrace property located at 600 W. Huron, Ann Arbor, MI, 48103.

B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CONTACTS

All questions regarding this Invitation for Bid (IFB) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this IFB.

All questions shall be submitted on or before March 25, 2025, at 3:00 p.m. (EST), and should be addressed to the Designated Contact as follows:

Scope of Work/Proposal Content questions IFB AAHC 25-1 and shall be e-mailed to **Tom Pierce at TPierce@a2gov.org**

Should any prospective bidder be in doubt as to the true meaning of any portion of this IFB, or should the prospective bidder find any ambiguity, inconsistency, or omission therein, the prospective bidder shall make a written request for an official interpretation or correction by the due date for questions above.

All interpretations, corrections, or additions to this IFB will be made only as an official addendum that will be posted to www.a2gov.org/housincommission and it shall be the prospective bidder's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the AAHC shall become part of the IFB and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

A mandatory pre-proposal walk through for this project will be held **at Lurie Terrace (meeting will begin in the Lobby)**. During the meeting prospective bidders will have the opportunity to walk the property and ask questions. Administrative and technical questions regarding this project will be answered at this time. The pre-proposal meeting is for information only. Any answers furnished will not be official until verified in writing by the Ann Arbor Housing Commission. Answers that change or substantially clarify the proposal will be affirmed in an addendum.

Where: Lurie Terrace
Date: Wednesday, March 5, 2025
Time: 10:00 A.M. EST
Address: 600 W. Huron
Ann Arbor, MI 48103

Parking: No on site parking, which is reserved for tenants only. There is on-street parking on Chapin and there is a public lot at Huron and First.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this IFB using the format provided in Section III. No other distribution of proposals is to be made by the prospective bidder. An official authorized to bind the bidder to its provisions must sign the proposal. Each proposal must remain valid for at least one hundred and twenty (120) days from the due date of this IFB.

Proposals should be prepared simply and economically providing a straightforward, concise description of the bidder's ability to meet the requirements of the IFB. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. SELECTION CRITERIA

The contract will be awarded to the lowest responsive bidder. The AAHC reserves the right to contact the bidder to ask questions to clarify information in the bid.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered via email to Tom Pierce, TPierce@a2gov.org on or before, April 2, 2025, at 3:00 p.m. (EST). Proposals submitted late or via facsimile will not be considered or accepted.

Each respondent must submit:

- **One (1) digital copy of the proposal as one file in PDF format**

Proposals submitted should be clearly marked: **"IFB No. AAHC 25-1 – Lurie Terrace Elevator Modernization"** and list the bidder's name and address.

All proposals received on or before the due date will be recorded on the due date. No immediate decisions will be rendered.

Bidders are responsible for submission of their proposal. Additional time will not be granted to a single prospective bidder. However, additional time may be granted to all prospective bidders at the discretion of the Ann Arbor Housing Commission.

Each person signing the proposal certifies that they are a person in the bidder's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the AAHC is obligated to permit review of its files, if requested by others. All information in a proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

A sample of the Lump Sum Contract is included as Attachment A. Those who wish to submit a proposal to the Ann Arbor Housing Commission should review this sample agreement carefully. The Ann Arbor Housing Commission will not entertain changes to its Contract.

The Ann Arbor Housing Commission reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the Ann Arbor Housing Commission's sole judgment, the best interests of the Ann Arbor Housing Commission will be so served.

This IFB and the selected bidder's response thereto, shall constitute the basis of the scope of services in the contract by reference.

I. COST LIABILITY

The AAHC assumes no responsibility or liability for costs incurred by the bidder prior to the execution of an Agreement. The liability of the AAHC is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, bidder agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

J. DEBARMENT

Submission of a proposal in response to this IFB is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the AAHC will be notified of any changes in this status.

N. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the AAHC Executive Director within five (5) business days of the award action (Jennifer Hall, jhall@a2gov.org). The bidder must clearly state the reasons for the protest.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated Contact provided herein. Attempts by the bidder to initiate contact with anyone other than the Designated Contact provided herein that the bidder believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

O. SCHEDULE

The following is the schedule for this IFB process (subject to change).

Activity/Event	Anticipated Date
IFB Release Date	February 18, 2025
Pre-Proposal Meeting	March 5, 2025, at 10:00 AM (EST)
Written Question Deadline	March 25, 2025, at 3:00 PM (EST)
Addenda Published (if needed)	March 28, 2025
Proposal Due Date	April 2, 2025, at 3:00 PM (EST)
Selection/Negotiations	Week of April 14, 2025
Expected AAHC Authorizations	Week of April 21, 2025

Bids will be opened at 3:00 PM on April 2, 2025, at 2000 S. Industrial, Ann Arbor, MI, 48104 should a Bidder want to be present when bids are opened.

The above schedule is for information purposes only and is subject to change at the AAHC's discretion.

P. IRS FORM W-9

The selected bidder will be required to provide the Ann Arbor Housing Commission an IRS form W-9.

Q. RESERVATION OF RIGHTS

1. The Ann Arbor Housing Commission reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The Ann Arbor Housing Commission reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined

- by the Ann Arbor Housing Commission to be in its best interest.
3. The Ann Arbor Housing Commission reserves the right to request additional information from any or all bidders.
 4. The Ann Arbor Housing Commission reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within IFB.
 5. The Ann Arbor Housing Commission reserves the right to determine whether the scope of the project will be entirely as described in the IFB, a portion of the scope, or a revised scope be implemented.
 6. The Ann Arbor Housing Commission reserves the right to select one or more contractors or service providers to perform services.
 7. The Ann Arbor Housing Commission reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this IFB.
 8. The Ann Arbor Housing Commission reserves the right to disqualify proposals that fail to respond to any requirements outlined in the IFB, or failure to enclose copies of the required documents outlined within the IFB.

R. ENVIRONMENTAL COMMITMENT

The Ann Arbor Housing Commission recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The Ann Arbor Housing Commission further recognizes that the products and services the Ann Arbor Housing Commission buys have inherent environmental and economic impacts and that the Ann Arbor Housing Commission should make procurement decisions that embody, promote, and encourage the City of Ann Arbor's commitment to the environment.

The Ann Arbor Housing Commission encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City of Ann Arbor's environmental principles.

S. MAJOR SUBCONTRACTORS

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder shall not change or replace a major subcontractor without approval by the Ann Arbor Housing Commission.

SECTION II - SCOPE OF WORK

Project design specifications are attached as Attachment I.

A. SCOPE OF WORK

The project involves the modernization of both elevators of Lurie Terrace. Please see Attachment I prepared by Brian Moran of Corporate Elevator for the technical specifications of this project.

This building is a senior citizen apartment building and will be occupied during construction. It is essential that one elevator always remains operational. It is also required that at the end of each day nothing be left in common areas or halls and that all debris and clutter be removed. Loud work is not to begin before 8:00 a.m. out of respect for our residents. During the course of the workday, work is to be performed with the minimum possible interruptions to the residents. Any dangerous situations that are created during the course of your work must have physical barriers to entry and be monitored so as not to endanger residents. Good housekeeping is expected throughout the day, particularly in areas where residents have access.

B. POST AWARD NEXT STEPS WITH SELECTED BIDDER

1. Visit the project site in May of 2025 with AAHC staff and agree on a preliminary scope of construction.
2. Review any drawings, specifications, reports, etc. provided by AAHC staff on the proposed project.
3. Develop and agree on a final scope of construction together with the AAHC and the AAHC's engineer.
4. Apply for and obtain all necessary permits.
5. Perform all work necessary.
6. Ann Arbor Housing Commission staff will review all work prior to final sign off on invoices. Contractor to address all identified deficiencies in the work.
7. Contractor to provide final documentation for all time and materials. Ann Arbor Housing Commission will release any retainage held until the work is completed, inspections are completed, and permits are closed.

C. REQUIREMENTS

1. Ability to work effectively with the AAHC's staff and residents with respect to any of the construction services required by the Ann Arbor Housing Commission.
2. Ability to work effectively with other City of Ann Arbor units and regulatory agencies.
3. The ability to function in a support role to the Ann Arbor Housing Commission.

D. STANDARD SPECIFICATIONS

As of the date of this IFB, all work performed under this Contract shall be performed in accordance with all applicable codes. This is subject to change and the codes enforced at the time of construction by the City of Ann Arbor will govern.

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

The following describes the elements that should be included in each of the proposal sections that will be used for evaluation of the proposals.

Bidders should organize Proposals into the following Sections:

- A. Bid Form (Attachment C)
- B. Legal Status of Bidder (Attachment B)
- C. Other Attachments (Any Additional Documents if Applicable)

A. Bid Form (Attachment C)

The proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the bidder wishes to quote alternate items for consideration by the Ann Arbor Affordable Housing Corporation, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of the award, substitutions where items are specifically named will be considered only as a negotiated change in the Contract Sum.

Consideration of any proposed alternative items or time may be negotiated at the discretion of the Ann Arbor Affordable Housing Corporation.

B. Attachments

Legal Status of Bidder and any additional attachments should be completed and included as attachments to the proposal submission.

ADDENDA

If it becomes necessary to revise any part of the IFB, notice of the addendum will be posted to the Ann Arbor Housing Commission's website www.a2gov.org/housingcommision for all parties to download.

Each bidder should acknowledge in its proposal all addenda it has received. The failure of a bidder to receive or acknowledge receipt of any addenda shall not relieve the bidder of the responsibility for complying with the terms thereof. The Ann Arbor Housing

Commission will not be bound by oral responses to inquiries or written responses other than official written addenda.

PROPOSAL EVALUATION

1. The Ann Arbor Housing Commission reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation.
2. The responsible bidder whose bid, conforming with all the material terms and conditions of the IFB, and has the lowest price will be considered the successful offeror. Should there be a tie in price, success will be determined randomly by drawing lots.
3. The Ann Arbor Housing Commission will not award any contract until the prospective contractor has been determined to be responsible. This determination shall be based on the following criteria:
 - Having adequate financial resources to perform the contract, or the ability to obtain them.
 - Being able to comply with the proposed performance schedule considering the bidder's other commitments.
 - Having a satisfactory performance record.
 - Having a satisfactory record of integrity and business ethics.
 - Having the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.
 - Having the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.
 - Being otherwise qualified and eligible to receive an award under applicable laws and regulations, including not being suspended, debarred or under a HUD-imposed Limited Denial of Participation.
4. If deemed necessary, the committee will schedule an interview with the successful offeror for the sole purpose of determining if the successful offeror is responsible as described in paragraph 3 of this section.
5. The interview should include project team members expected to work on the project, but no more than six members total. The interview may consist of a presentation of up to thirty minutes (or the length provided by the committee) by the bidder, including the person who will be the project manager on this contract, followed by questions and answers. The committee may record the oral interviews.
6. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official contract file, and the prospective contractor shall be advised of the reasons for the determination.

7. Upon being determined responsible and upon the approval of the AAHC Board, the successful offeror will be awarded a fixed-rate lump sum contract. The successful bidder will be required to provide all insurance listed in the contract as well as a Performance Bond.

SECTION IV - ATTACHMENTS

Attachment A – Sample Standard Contract

Attachment B – Legal Status of Bidder

Attachment C – Bid Form

Attachment D – Responsible Bidder Questionnaire

Attachment E – City of Ann Arbor Declaration-Non-Discrimination Ordinance

Attachment F – Living Wage Declaration of Compliance Form

Attachment G – Vendor Conflict of Interest Disclosure Form

Attachment H – City of Ann Arbor Non-Discrimination Ordinance Poster

Attachment I – Living Wage Poster

Attachment J – Technical Specifications

ATTACHMENT A

CONTRACT

BETWEEN

THE ANN ARBOR HOUSING COMMISSION AND

CONTRACTOR NAME

INTRODUCTION

This contract by and between the Ann Arbor Housing Commission (hereinafter "AAHC" or "the HC"), located at 2000 S. Industrial Highway, Ann Arbor MI 48104 and CONTRACTOR NAME (hereinafter ABREVIATED CONTRACTOR NAME IF APPLICABLE" or "the Contractor"), located at address, is hereby entered into this MONTH DAY, 20__.

Services pursuant to this contract **shall begin MONTH DAY, 20__, and shall end no later than MONTH DAY, 20__** unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to "days" shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next workday). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices, and all listed attachments.

1.0 Definitions:

- 1.1 Housing Commission (HC):** Any reference herein or within any appendix to the "Housing Commission" shall be interpreted to mean the same as the AAHC or its affiliated legal entity, the Ann Arbor Affordable Housing Corporation.
- 1.2 Purchasing Manager (PM):** The HC purchasing manager, acting on behalf of the HC.

2.0 Services and Payment:

- 2.1 Scope of Services: [full, detailed scope of work placed in Appendix No. 1].** Said services shall be provided on the dates and times determined by the HC at the designated HC community and facilities.

2.3 Cost/Value of Services:

- 2.3.1 Contract Value: The current total Not-To-Exceed (NTE) value of this contract is: \$_____.** Any other services provided related to this contract must be as negotiated between Contractor and the AAHC.

Contractor exceeds the NTE amount at the Contractor's own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order.

2.4 Renewal Options: There are no renewal options with this contract.

2.5 Time Performance: The Contractor will complete each assigned task as detailed within the executed Scope of Services.

2.6 Billing Method:

2.6.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice for work previously performed to:

Ann Arbor Housing Commission
HCaccounts payable@a2gov.org
Attn. Accounts Payable
2000 S. Industrial Hwy
Ann Arbor, MI 48104

2.6.2 At a minimum, the invoice shall detail the following information:

2.6.2.1 Unique invoice number;

2.6.2.2 Contractor's name, address and telephone number;

2.6.2.3 Date of invoice and/or billing period;

2.6.2.4 Applicable Purchase Order No.;

2.6.2.5 Brief description of services rendered, including applicable time frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report or invoice);

2.6.2.6 If applicable, Task Order, approved by the HC Executive Director; and

2.6.2.7 Total dollar amount being billed.

2.6.3 The HC will pay each such properly completed invoice received on a **Net/30 basis**. Any invoice received not properly completed will not be paid unless and/or until Contractor complies with the applicable provisions of this contract.

3.0 HC's Obligations: The HC agrees to purchase the specific services detailed herein and:

1.1 Agrees to not assign work to the Contractor outside the scope of services without the prior written approval of the HC's Executive Director and the Contractor.

4.0 Contractor's Obligations: Contractor agrees to provide the specific services detailed herein:

4.1 Supervision and Oversight: Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to the HC properties pursuant to this contract.

4.2 Qualified Personnel: Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean those

personnel that have been investigated, tested and trained in the manner described within this contract and, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor's normal conduct of business. "Qualified Personnel" includes Contractor's employees, subcontractors, and agents.

4.2.1 The AAHC will have the right to require the Contractor to remove any personnel deemed incompetent, careless or otherwise objectionable, or any personnel whose actions or appearance are deemed inconsistent with the best interests of the AAHC. The decision of the HC will be final as to what constitutes incompetent or objectionable behavior.

4.2.2 All personnel employed by the Contractor will have the requisite skills to perform their designated tasks. Necessary training shall be performed at the Contractor's expense and untrained individuals will not be brought into the premises for so-called "ON THE JOB" training.

4.3 Compliance with Federal and State Laws: All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.

4.3.1 Iran Economic Sanctions Act: The Contractor certifies that it is not an Iran linked business as defined by the Michigan Iran Economic Sanctions Act (Michigan Compiled Laws §129.311-16).

4.4 Insurance Requirements:

4.4.1 The Contractor will secure and maintain during the term of the contract insurance from an insurance company authorized to do business in the State of Michigan that will protect Contractors and sub-contractors and the HC from all liability (public liability, personal injury and property damage) claims which may arise from operations under the contract.

4.4.1.1 The Contractor will furnish insurance certificates within seven (7) days of being notified of acceptance of his/her bid. Execution of this contract will not occur until evidence of all required insurance has been submitted and approved by the HC.

4.4.1.2 Failure to maintain the above-reference insurance coverage, including naming the HC as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. The Contractor must cease work if any of the required insurance is canceled or expires.

4.4.2 The Certificate shall specifically name the ANN ARBOR AFFORDABLE HOUSING CORPORATION and the Ann Arbor Housing Commission as additional insured parties. **In the area for the listing of additional insured on the binder it must read: "The Ann Arbor Housing Commission, and Ann Arbor Affordable Housing Corporation, acting by and through the Ann Arbor Housing Commission."**

4.4.3 The Contractor shall not allow any work under the contract to be performed by a subcontractor unless evidence of similar insurance covering the activities of the subcontractor is submitted to and approved by the HC.

4.4.4 The limits of insurance shall not be less than the following:

- 4.4.4.1** Policy of General Liability Insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate together with damage to premises and fire damage of \$300,000 and medical expenses for any one person of \$5,000 with a deductible not greater than \$1,000.
- 4.4.4.2** Policy of Professional Liability Insurance or Errors & Omissions coverage, minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000 with a deductible of not greater than \$1,000, when applicable;
- 4.4.4.3** Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000 with a deductible not greater than \$1,000.
- 4.4.4.4** Worker's compensation coverage evidencing carrier and coverage amount required by the State of Michigan.
- 4.4.4.5** Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the HC:

ANN ARBOR AFFORDABLE HOUSING CORPORATION
FINANCIAL DEPARTMENT
HCAccountspayable@a2gov.org
734 794-6720
2000 S. Industrial Hwy
ANN ARBOR, MI 48104

- 4.5 **Licensing:**** The Contractor shall also provide to the HC a copy of the required State of Michigan Business License. Failure to maintain this license in a current status during the term(s) of this contract shall constitute a material breach thereof.

4.6 **Financial Viability and Regulatory Compliance:**

- 4.6.1** If other than an individual/sole proprietor, Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract.
- 4.6.2** Contractor agrees to promptly disclose to the HC any licensure suspension or revocation that adversely affect its capacity to perform this contract. Contractor's failure to immediately disclose such issue to the HC will constitute a material breach of this contract.
- 4.6.3** Contractor agrees to promptly disclose to the HC any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor undergoes during the term(s) of this contract. Contractor's failure to immediately disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy shall constitute a material breach of this contract.
- 4.6.4** All disclosures made pursuant to this section of the contract shall be made in writing.

5.0 Modification: This contract shall not be modified, revised, amended or extended except by written addendum, executed by both parties.

6.0 Severability: If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

7.0 Applicable Laws:

7.1 Jurisdiction and Venue: The laws of the State of Michigan shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or conflict with, applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Washtenaw County, Michigan is the appropriate forum for any action relating to this contract. This agreement may be executed in multiple counterparts which shall be considered binding.

7.2 Interest of Contractor and the Housing Commission: The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the Commission, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. This paragraph does not apply if all parties are in compliance with the provisions of Michigan Compiled Laws §15.323 and 24 CFR PART 85.36(b), as applicable.

8.0 Notices:

8.1 All legal notices submitted to the HC by the Contractor pursuant to this contract shall be in writing via email, facsimile or other electronic means and delivered to the attention of the following person representing the HC:

**ANN ARBOR HOUSING COMMISSION
ATTN: EXECUTIVE DIRECTOR
JHALL@A2GOV.ORG
2000 S. INDUSTRIAL HWY
ANN ARBOR, MI 48104
Ph. 734-794-6720
Fax 734-996-3018**

8.2 All legal notices submitted to the Contractor pursuant to this contract shall be in writing via email, facsimile or other electronic means and delivered to the attention of:

**ENTITY NAME
EMAIL
ADDRESS LINE 1
ADDRESS LINE 2
Ph. xxx-xxx-xxxx**

9.0 Breach and Retention of Records: The HC and the Contractor each agree to comply with the following provisions:

9.1 Remedies for Contractor Breach: Pertaining to contract-related issues, it is the responsibility of both the HC and the Contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract the HC or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action the HC has the right to issue unilateral addendums to this contract, but the Contractor does not have the same right). The other party shall, within 30 days, respond in writing (the HC reserves the right, if conditions warrant, to require the Contractor to respond in a shorter period of time). HC shall, at a minimum, employ the following steps in dealing with the Contractor as to any performance issues:

9.1.1 If the Contractor is in material breach of the contract, the HC may terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail the cause of and justification for the termination.

9.1.2 Prior to termination, the HC may choose to warn the Contractor, orally or in writing, of any non-compliant or unsatisfactory performance. Such written warning may include giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. If the Contractor does not agree with such action, the Contractor shall have ten 10 days to dispute or protest, in writing, such action; if the Contractor does not do so within the 10-day period, it be deemed to accept and agree with the HC's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HC's alleged incorrect action(s).

9.1.3 After termination, if the Contractor does not agree with the HC's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if the Contractor does not do so within the 10-day period, it shall be deemed to accept and agree with the HC's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HC's alleged incorrect action(s).

9.1.4 The response to any protest received shall be conducted in accordance with Section No. 4.0 of this document.

9.2 Reporting: The parties hereby agree to comply with any reporting requirements that may be detailed herein.

9.3 Copyrights/Rights in Data: The HC has unlimited rights to any data, including computer software, developed by the Contractor in the performance of the contract.

9.4 Access to Records: Access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

9.5 Retention of Records: Retention of all required records for three years after HC make final payments and all other pending matters are closed.

9.6 Contractor Certification: The Contractor hereby assures and certifies that it will comply with all of the applicable requirements of the foregoing sections 10.0-10.6, as the same may be amended from time to time.

10.0 Additional Considerations:

10.1 Non-Escalation: Unless otherwise specified within a Request for Proposal or Quote document, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

10.2 Funding Restrictions and Order Quantities: The HC reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HC, if:

10.2.1 Funding is not available;

10.2.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or

10.2.3 The HC's requirements in good faith change after award of the contract.

10.3 Unless otherwise stated in a Request for Proposal or Quote document, all local, State or Federal permits which may be required to provide the services ensuing from award of this contract, regardless of whether they are known to HC or Contractor at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs submitted by the Contractor in response to a Request for Proposal or Quote shall reflect all costs required by the Contractor to procure and provide such necessary permits.

10.5 Taxes: The Housing Commission is exempt from paying Michigan State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request. MI

10.6 Government Standards: It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and MIOSHA) and environmental control (EPA and City of Ann Arbor Pollution Regulations) and any other ordinance, code, law or regulation. Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any ordinance, code, law or regulations that may occur.

10.7 Freight on Bill and Delivery: All costs submitted by the proposer shall reflect the cost of delivering the proposed items and/or services to the locations(s) specified within the proposal.

10.7.1 Contractor agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by Contractor. Upon default, Contractor agrees that the HC may, at its option, rescind this contract under the default clause herein and seek compensatory damages as provided by law.

10.8 Backorders:

- 10.8.1** The HC PM must be notified in writing by the Contractor within 10 days of any and all backordered materials and/or any incomplete services; and the estimated delivery date.
- 10.8.2** Unless otherwise stipulated in the contract, if any order will be delayed more than 10 days past the original agreed upon delivery date, the HC may at its option cancel the order, if, in the opinion of the HC PM, it is in the best interests of the HC to do so.
- 10.9 Work on HC Property:** If the Contractor's work under the contract involves operations by the Contractor on HC premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the HC's negligence, shall indemnify the HC, and its officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- 10.9.1** The Contractor shall be responsible for repairing any unintentional damage that the Contractor causes during the course of the Contractor's work. Such damages include, but are not limited to, ruts caused by machinery or breaking paving materials not included in this contract.
- 10.10 Official, Agent and Employees of the HC Not Personally Liable:** No official, officer, employee, or agent of the HC in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, or for any statement, representation or warranty made herein or in any connection with this agreement.
- 10.11 Sub-Contractors:** Unless otherwise stated, the Contractor may not use any sub-contractors to accomplish any portion of the services described within the documents or the contract without the prior written permission of the HC PM.
- 10.12 Salaries and Expenses Relating to the Contractors Employees:** Unless otherwise stated within the procurement documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor shall comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or **other** personnel furnished under this agreement.
- 10.13 Attorney Fees:** In the event that litigation is commenced by one party against the other in connection with the enforcement of any provision of this agreement, and the Contractor is the losing party, Contractor shall pay all of HC's court costs and other expenses of such litigation, including reasonable attorney fees. The attorney fees shall be taxed to the Contractor as costs of the suit, unless prohibited by law.
- 10.14 Independent Contractor:** Contractor is an independent Contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

10.15 Waiver of Breach: A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

10.16 Time of the Essence: Time is of the essence under this agreement as to each provision in which time of performance is a factor.

10.17 Limitation of Liability: In no event shall the HC be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.

10.18 Indemnification:

10.18.1 The Contractor shall indemnify, defend, and hold the HC (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the "Michigan Industrial Insurance Act," or any other law, ordinance, or decree; or (4) ensure that the any sub-contractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the HC against any loss or damage which was specifically caused by the HC providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

10.18.2 The Contractor shall, at its own expense, defend the HC, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the HC. If the Contractor shall fail to do so, the HC shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney fees and court costs.

10.18.3 Any money due to the Contractor under and by virtue of this contract, which the HC believes must be withheld from the Contractor to protect the HC, may be retained by the HC so long as it is reasonably necessary to ensure the HC's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the HC provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the HC from any potential claims.

10.18.4 The Contractor shall provide that any contractual arrangement with a sub-contractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and

labor, or any other claims that may be made against it or any of its sub-contractors in connection with the contract.

11.0 Appendices:

11.1 The following noted documents are placed under each of the noted appendix and are a part of this contract:

Appendix No. 1: Scope of Work

Appendix No. 2: Contractor Certification of Asbestos-Free Product Installation

11.2 In the case of any discrepancy between this contract and any of the above noted documents, the requirement(s) listed within the body of this contract shall take precedence, then the requirement(s) listed within each appendix shall take precedence in the order they are listed above (i.e. the requirement(s) listed the lower listed item may not supersede any requirement(s) within a higher listed item), except as otherwise required by law.

11.3 Any document referenced herein that has not been attached is hereby incorporated herein by reference, and a copy of each such document is available from the HC upon written request.

12.0 CERTIFICATIONS:

The undersigned representatives of each party acknowledge by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as detailed herein:

By: _____ **DATE:** _____

**FIRST LAST
TITLE
ENTITY
ADDRESS LINE 1
ADDRESS LINE 2
EMAIL
PHONE**

By: _____ **DATE:** _____

**Jennifer Hall, Secretary-Treasurer
Ann Arbor Affordable Housing Corporation
2000 S. Industrial Hwy
Ann Arbor, MI 48104
734-794-6721**

Appendix No. 1: Full Scope of Work

Appendix No 2:

Employer/Employee/Tenant Notification

As required by the OSHA Regulation building and/or facility owners shall notify the following persons of the presence, location and quantity of ACM or PACM, at the work sites in their buildings and facilities. Notification either shall be in writing or shall consist of a personal communication between the owner and the person to whom notification must be given or their authorized representative:

- A. Prospective employers applying or bidding for work whose employees reasonably can be expected to work in adjacent to areas containing such material;
- B. Employees of the owner who will work in or adjacent to areas containing such materials;
- C. On Multi-employer worksites, all employers of employees who will be performing work within or adjacent to areas containing such material;
- D. Tenants who will occupy areas containing such materials.

Please complete this form and return it to: _____

I _____, representing and having authority for _____ (company), hereby indicate and agree that a representative of the building/facility, _____ (name), (title) has provided me information regarding the specific locations and materials that are asbestos-containing and which may be encountered or have the potential of being encountered during the course of activities involving _____ (project name and/or number) in the above-mentioned building.

I expressly agree that neither I, nor any of my employees, agents, sub-contractors or other individuals or entities over whom I have any responsibility or control, will disturb asbestos-containing materials for the above-mentioned building. I further understand and agree that should I, my employees, agents, sub-contractors or other individuals or entities over whom I have control, encounter any material(s) suspected of containing asbestos, said material(s) shall not be disturbed without first notifying the office of the building/facility owner, and receiving written approval that such material(s) may be disturbed.

Print Name

Signature

Company

Position

Date

Contractor Certification of Asbestos-Free Product Installation

Name of building: _____

1. Contractor name and address:

Name

Street

City

State

Zip

2. Brief scope of contracted activities:

3. Certification statement:

I _____, representing and having authority for _____
_____(company), hereby certify that any and all products/materials which will be and/or have been
installed or introduced into the above-mentioned building, _____ (project name and/or number)
are asbestos free (or less than 1% asbestos by weight).

Print Name

Signature

Company

Position

Date

ATTACHMENT B
LEGAL STATUS OF BIDDER
IFB # AAHC 25-1

(The bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of _____, for whom _____, bearing the office title of _____, whose signature is affixed to this Bid, is authorized to execute contracts.

NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

• A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

* A partnership, organized under the laws of the state of _____ and filed in the county of _____, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

* An individual, whose signature with address, is affixed to this Bid:

(initial here)

Authorized Official

_____ **Date** _____, 202__

(Print) Name _____ Title _____

Company: _____

Address: _____

Contact Phone () _____ Fax () _____

Email _____

ATTACHMENT C

BID FORM FOR IFB # AAHC 25-1

Company: _____

Schedule of Pricing/Cost –

No.	Item Description	Price
1	Material	\$
2	Labor	\$
3	Permits	\$
4	General Conditions/Other	\$
5	Contractor's Fee	\$

Base Bid \$ _____

Voluntary Alternate # _____

Description:

Add/(Deduct) \$ _____

Name

Title

Date

Attachment D
Responsible Bidder Questionnaire
IFB # AAHC 25-1

The purpose of this questionnaire is to determine that the successful bidder is responsible and can complete the project in a timely fashion. Please answer each question. Answers that are deficient or intentionally false will be cause for dismissal of a bid. Attach page(s) if additional space is required.

1. How long have you been in business? If less than 5 years, please submit your last two years Profit and Loss Statements and Balance Sheet.

2. Do you have the necessary credit to obtain the materials for the Lurie Modernization project? Please provide a list of vendors with whom you have open accounts.

3. How many employees will you dedicate to the Lurie Elevator Modernization? Will you have multiple projects going at the same time as this project that will pull labor away from the Lurie project?

4. Have you ever not completed a project for which you were contracted, and, if so, why?

5. Are you currently, or have you in the last 5 years, been involved in any litigation? If so, please provide details.

6. Please provide a current copy of your State License. Will a licensed journeyman always be on site while work is being done during this project?

7. Do you have all the necessary tools to complete this project, or the ability to rent them? If you will be renting tools or equipment, from whom do you intend to rent those?

8. Have you ever had your license suspended? Have you ever been debarred? Have you ever been under a HUD-imposed Limited Denial of Participation? If you answered "yes" to any of the previous questions, please provide details.

ATTACHMENT E
CITY OF ANN ARBOR DECLARATION OF COMPLIANCE
NON-DISCRIMINATION ORDINANCE

CITY OF ANN ARBOR DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Company Name

Signature of Authorized Representative

Date

Print Name and Title

Address, City, State, Zip

Phone/Email Address

Questions about the Notice or the City Administrative Policy, Please contact:

Procurement Office of the City of Ann Arbor (734)

794-6500

ATTACHMENT F

LIVING WAGE DECLARATION OF COMPLIANCE FORM

CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve- month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

<i>Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here <input type="checkbox"/> No. of employees__</i>

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$16.43/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$18.32/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

☐ Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

☐ Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every workplace or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address

ATTACHMENT G
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM



Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name		Vendor Phone Number
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

ATTACHMENT H

Non-Discrimination Ordinance Poster

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the City of Ann Arbor Code are included below. You can review the entire ordinance at www.a2gov.org/humanrights.

Intent: It is the intent of the City of Ann Arbor that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City of Ann Arbor Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City of Ann Arbor Administrator in accordance with the guidelines of this section. All City of Ann Arbor contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the City of Ann Arbor.

Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City of Ann Arbor's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City of Ann Arbor Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.

ATTACHMENT I
LIVING WAGE POSTER

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2024 - ENDING APRIL 29, 2025

\$16.43 per hour

If the employer provides health care benefits*

\$18.32 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

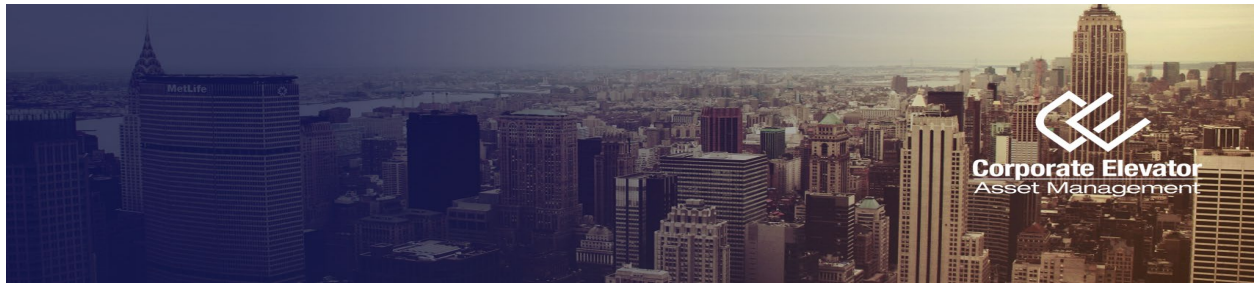
* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint contact Colin
Spencer at 734/794-6500 or cspencer@a2gov.org**

Revised 2/1/2024

Attachment J
Technical Specifications



ELEVATOR SPECIFICATION

FOR:

LURIE TERRACE

Ann Arbor, MI

We are looking for bids for the modernization of two (2) elevators at Lurie Terrace in Ann Arbor, Mi. This modernization will be for all the elevator work required by the attached specification. The work shall be in conjunction with the Owner of the facility which is the Ann Arbor Housing Commission. The project will be a turnkey project with the selected elevator contractor becoming the prime for all related work needed to meet the current elevator code of Michigan and all other AHJ's. It is highly recommended that you use the preferred vendors below.

Electrical- Vetcon
HVAC- Robertson-Morrison
Plumbing- Mitch the Plumber
Fire Alarm- Vetcon Installs

The elevator modernization proposals must be returned, No Later Than 3pm on Friday December 6, 2024. The modernizations will be changing out the existing power units, new controllers and auxiliary equipment as specified. The elevator proposal will include new cab interiors. Schedule is extremely important to this project. Please provide estimated lead times with your submittal.

There will be a scheduled walk through for Monday November 11, 2024 @ 1:00PM.
For any additional questions please feel free to contact me at bmoran@ceaminc.com



Section: Division 14 Electric Traction Passenger Elevators

Part 1 Description

1 Work to be included:

- A. The work included shall be all labor, materials, tools, equipment and services required to manufacture and deliver the specified modernizations included in this specification and current site conditions. The elevator contract shall also contract all independent subcontractors to bring site conditions up to current mandated state codes to include electrical services, lighting, HVAC, and any others that may be required.
- B. The work shall be for the modernization of the units below; all work to be conducted shall meet all requirements and rules and regulations of the acting code authority in the location of the modernization.
 - a. (2) 3,500 lb. capacity geared traction passenger elevator
 - b. One eight (8) stop duplex group
- C. The intent of the modernization project is to bring the listed elevators above to like new condition meeting all applicable codes for the work specified herein.
 - a. All related equipment shall be constructed and installed to produce a quality modernization project resulting in smooth, quiet, and efficient operation. This should all be done with the highest quality of workmanship and with a high standard of safety.
 - b. All electric circuits and related parts shall be of proper size design and material to avoid any effects which may reduce the efficiency of net useful life of any/all components.
 - c. The consultant at their discretion may permit variations from the requirement of these specifications to permit the use of the Contractor's standard equipment, provided that the equipment meets the intended use and full intent of these specifications. Any such variation must be set forth as an exception to the specifications in the bid and authorized as acceptable prior to issuance of a contract.
 - d. All components installed in the elevator system must be manufactured and distributed for the use of the vertical transportation industry:



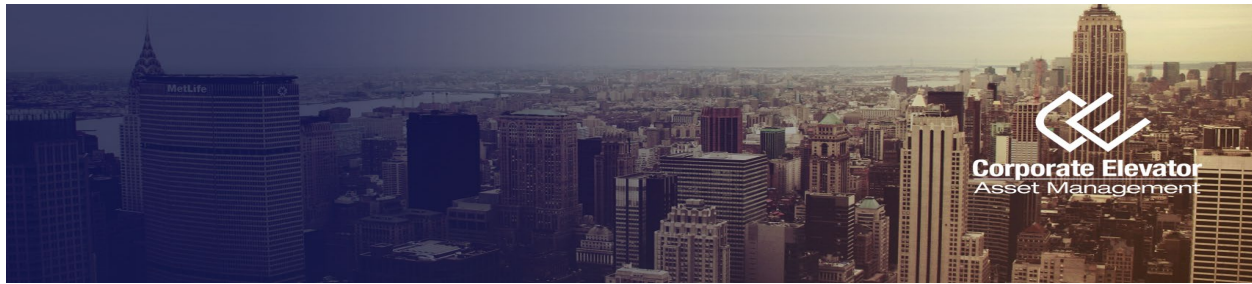
- i. Each component shall conform to the design and construction standards and shall be rated the best commercial grade and suitable for the application.
 - ii. All equipment shall be tested and approved in the open market and proven to be reliable.
 - iii. All equipment to be installed must come with a manufacturers warranty.
 - iv. It is to be understood by the contractor that the entire system shall be designed, fabricated and/or modified to meet all applicable codes and code authority approval. The absence of any particular item or requirement shall not relieve the contractor of the full and sole responsibility for such equipment, features and/or procedures.
- e. With the exception of those items specifically identified as being performed by others, the specifications are intended to include all engineering, material, labor, testing, and inspections needed to achieve the work specified by the contract documents. It shall be understood that any incidental work necessary to complete the project is also covered by the specifications, bidders are cautioned to familiarize themselves with the existing jobsite conditions.
- f. All bidders must report any and all discrepancies or ambiguities occurring in the specifications to the consultant for resolution prior to bid due date. If there are no questions, the bid will be considered to meet the specifications as listed and deemed acceptable in their existing form.

D. Termination of Existing Agreement

- a. By submitting a bid, the existing maintenance provider agrees that any service contract(s) in effect shall be terminated by the Owner should the project be awarded to another vendor upon 30-day written notice to the contractor by the Owner.
 - i. The contract shall be terminated with no penalty to the Owner or Contractor.
 - ii. Owner will be responsible for the money owed the contractor for services rendered prior to the date of cancellation.

E. Code Authority

- a. The work specified in these contract documents shall be performed in compliance with all applicable Federal, State, and municipal codes and ordinances in effect at the time of the contract execution. Regulations of the AHJ (Authority Having



Jurisdiction) shall be fulfilled by the contractor and subcontractors. The entire installation and/or modernization when complete, shall conform with all applicable regulations set forth in the latest editions of:

- i. Local and/or State Laws applicable for the logistical area of the project work.
- ii. Building code applicable to the AHJ.
- iii. Elevator rules and codes applicable to the AHJ.
- iv. Safety code for Elevators and Escalators, ASME A17.1, A17.1S, A17.2, A17.3 and all supplements as adopted by the local AHJ.
- v. National Electrical Code (ANSI/NFPA 70)
- vi. Americans with Disabilities Act – Accessibility Standards for Building Facilities and/or A117.1 Accessibility as may be applicable by the AHJ.
- vii. ASME A17.5/CSA-B44.1 – Elevator and Escalator electrical equipment.

- b. The contractor shall advise the Owner's representative of pending code changes that could be applicable to this project and provide quotations for compliance with the related costs.

F. Permits

- a. Prior to commencing work specified by the contract documents the contractor shall, at its own expense, obtain all permits or variances as may be required by the AHJ. The contractor shall provide to the owner satisfactory evidence that all permits and variances have been obtained prior to commencing work.
- b. Contractor must file all applicable drawings for approval through the AHJ.

G. Submittals

- a. Prior to beginning work, if layouts are required due to changes in the building structure, these layouts must be approved by the owner.
- b. Approved layouts (if required) shall be approved prior to ordering any equipment for the project.
- c. Cab submittals, all elevator interior finishes shall be selected by the owner or owner's representative. Each submittal shall be accompanied with samples of



wood, metal, plastic laminate, and paint. Finishes shall not be released until the contractor has received an approved submittal.

- d. It shall be understood that the approvals given are for general arrangement only. The contractor is solely responsible for all measurements.

H. Measurements and Dimensions

- a. Drawings or measurements included for bidding is for the bidder's convenience. The sole responsibility of all detailed dimensions are by the contractor.
- b. In the execution of work to be done on site, the contractor must verify all dimensions with the actual site conditions.
- c. If there are multiple subcontractors working in conjunction with the elevator contractor, all work must be in conjunction with one another and dimensions shall be verified by all parties. At no time shall the owner be responsible for verification of measurements made by others.

I. Software and Firmware Updates

- a. During the life of the equipment and subject to the term of the maintenance agreement. All software and firmware shall be updated to the most recent version to provide any and all safety and efficiency improvements to the controller installed.
- b. At no time shall any provided software or firmware be removed from the system whether maintenance is being provided by the contractor chosen for the modernization or not. All components installed on the elevator shall become property of the owner.

J. Diagnostic Tools

- a. Prior to final acceptance of the project the contractor shall deliver to the owner any and all specialized tools required to perform diagnostic evaluations, adjustments, and programming changes on any microprocessor-based control system installed. All tools shall become the property of the owner.
 - i. Tool or tools must be configured to make all adjustments as specified above.



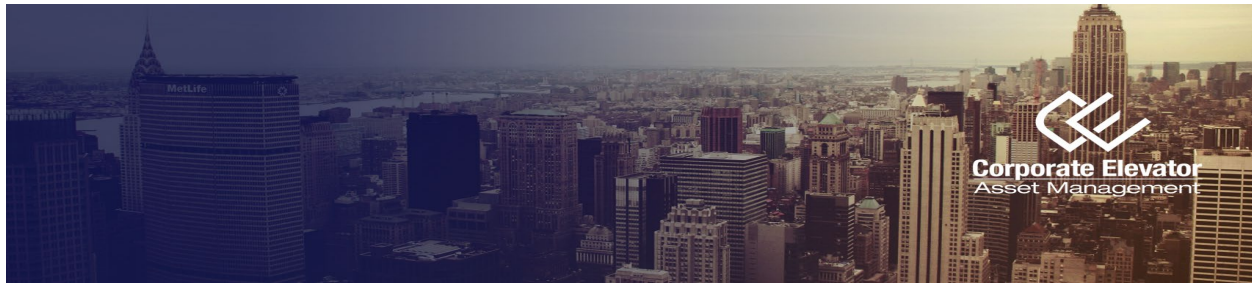
- ii. Any owner tool that requires periodic updating must be done at no cost to the owner and contractor shall provide a substitute tool while the owner's tool is being updated.
- iii. Contractor shall provide written instructions along with access codes and or any proprietary information necessary to interface with said tool.

K. Keys

- a. Upon final acceptance a minimum of three (3) keys shall be provided for each keyed fixture as provided.
- b. All keys shall also be accompanied with labels for each purpose. Contractor is responsible for documentation on the purpose and use of each key switch provided for the owner.

L. Wiring Diagrams, Operating Manuals

- a. Contractor shall provide to the owner:
 - i. Two (2) Volumes of printed information organized into neatly bound manuals shall be issued to the owner prior to final acceptance.
 - ii. One electronic file of all applicable documents provided in the manuals shall also be provided to the owner prior to final acceptance.
 - iii. All manuals shall contain at a minimum:
 - 1. Step by step adjusting, programming and troubleshooting procedures that pertain to the systems provided per this specification.
 - 2. Any passwords required for access to the diagnostic tools provided.
 - 3. A listing of all parameters and variables installed in the system along with the default settings for each.
 - 4. Spare parts list for all components installed.
 - iv. Provided two (2) sets of "Final" straight line wiring diagrams. This should include all changes made and "as installed" format.
 - 1. Wiring diagrams shall include all electronic components in both Machine Room and Hoistway.
 - 2. Any supplements to additional wiring shall be included and noted as such.
 - v. Manuals shall show recommendations for maintenance with reference to any standard lubrication charts.



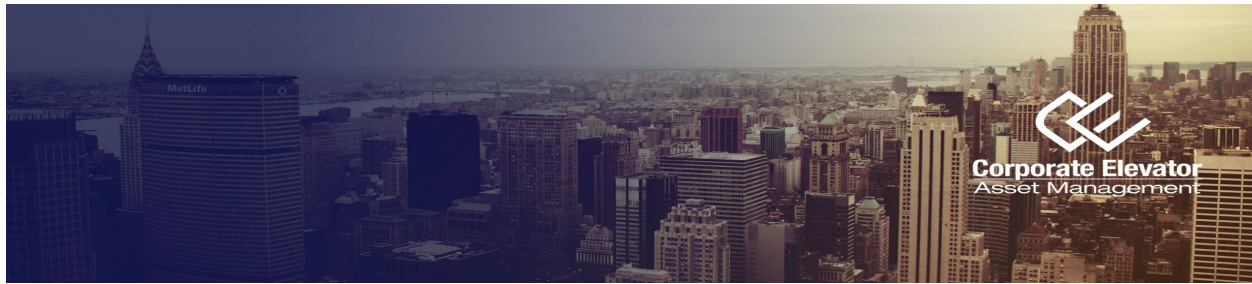
M. Materials and Workmanship

- a. The installation of all materials shall be done in a systematic and organized manner which shall be of the highest workmanship.
- b. All materials that will be used shall be new and of the best quality available of the kind specified.
- c. The contractor shall:
 - i. Install all equipment in accordance with the contractor's instructions, referenced codes, specification, and approved submittals
 - ii. Install all machine room equipment with clearances in accordance with referenced codes and specifications.
 - iii. Install all equipment so that it may be easily maintained.
 - iv. Install all equipment to afford the maximum accessibility, safety, and continuity of operation.
 - v. All installed material shall be free of damage. Any factory painted surfaces shall be neatly painted to protect the finish from corrosion and present a like new appearance.

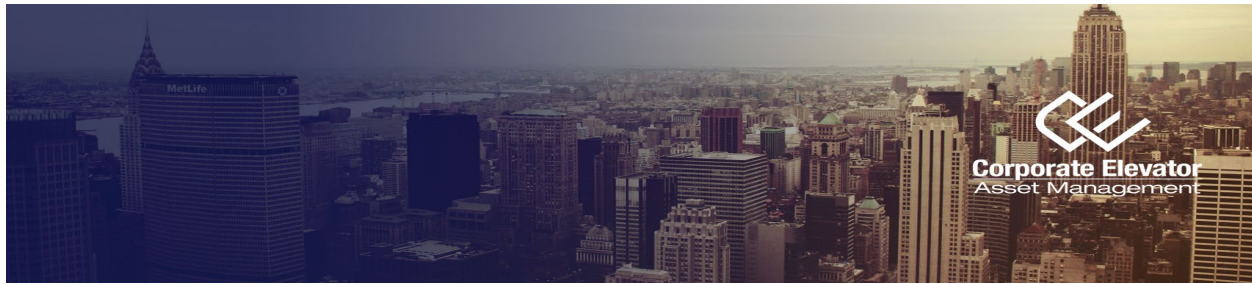
2. SUMMARY

- A. Six (6) Traction Passenger Elevator: Elevator #1, #2, #3 in buildings 4 & 5
- B. Unless specifically identified as "retain existing," provide new equipment.

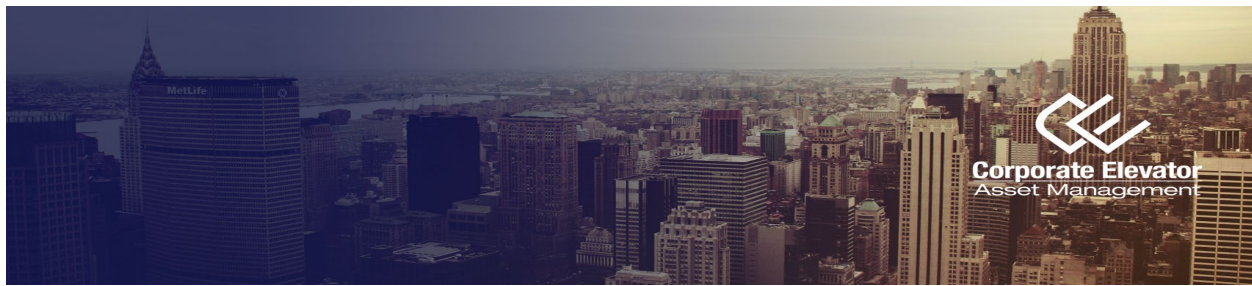
	Existing Equipment	Disposition
Number:	#1 - 10064 #2 - 10063	Retain Existing
Capacity:	3,500 lb.	Retain Existing
Class Loading:	Passenger	Retain Existing
Contract Speed:	200 F.P.M.	Retain Existing



Roping:	1:1	As necessary to accommodate change to machine.
Machine:	Geared	Replace with PMAC Gearless
Machine Location:	Overhead	Retain Existing
Operational Control:	Relay Logic	NEW, Selective Collective Microprocessor-Based System to accommodate duplex operation.
Motor Control:	DC Variable Voltage	AC Variable Voltage Variable Frequency Microprocessor Based with Digital Closed-Loop Feedback
Power Characteristics:	240 Volts, 3 Phase, 60 Hertz Field Verify	Retain Existing (if HD Disconnects required replaced by elevator contractor) (New cab lighting disconnects will be needed)
Stops:	1-8	Retain Existing
Floors Served:	1-8 Front	Retain Existing
Travel:	Field Verify	Retain Existing
Clear Inside Car:	Field Verify	Retain Existing, new SS#4 cab enclosure required
Entrance Size:	Field Verify 48" X 84"	Retain Existing
Entrance Type:	Two Speed, Side Opening Power	Retain Existing
Door Operation:	Heavy-Duty Door Operator	High Speed, Heavy-Duty, Linear Drive Door Operator, Minimum Opening Speed 2-1/2 F.P.S.
Door Protection:	Infrared, Full Screen Device	New: Full Screen Device Panachrome 40+



Guide Rails:	Planed Steel Tees	Retain Existing
Buffers:	Spring	Retain Existing, Refurbish Like New
Car Enclosure:		As Specified - New
		Battery Powered Emergency Car LED Lighting. Provide Separate Constant Pressure Test Button in Car Service Compartment. Illuminate Portion of Normal Car LED Lighting.
Signal Fixtures:		LED Illumination Contractor's Standard Vandal Resistant Buttons.
Hall and Car Pushbutton Stations:		Hall to include new vandal resistant fixtures and new vandal resistant Hall position indicator @ main floor.
Car Position Indicator:		New
Car Lantern:		Car Entrance Columns with Volume Adjustable Electronic Chime or Tone. Sound Twice for Down Direction.
Hall Car Position Indicator:		Digital Multi-Numerical Type with Car Direction Arrows at Main Floor. (New)
Communication System:		Emergency Communication Self-Dialing, Vandal Resistant, Push to Call, Two-Way Communication System with Recall, Tracking and Voiceless Communication.
Additional Features:		Car and Counterweight Roller Guides *New
		Car Top Inspection Station *New



Firefighter's Service, Phase I and II

Hoistway Access Switches, Top and Bottom Floors *New

Load-Weighing Device *New

Anti-Nuisance Feature

Tamper Resistant Fasteners for all Fastenings Exposed to the Public

One Year Warranty
Maintenance with 24-Hour Call-Back Service at no cost to owner.

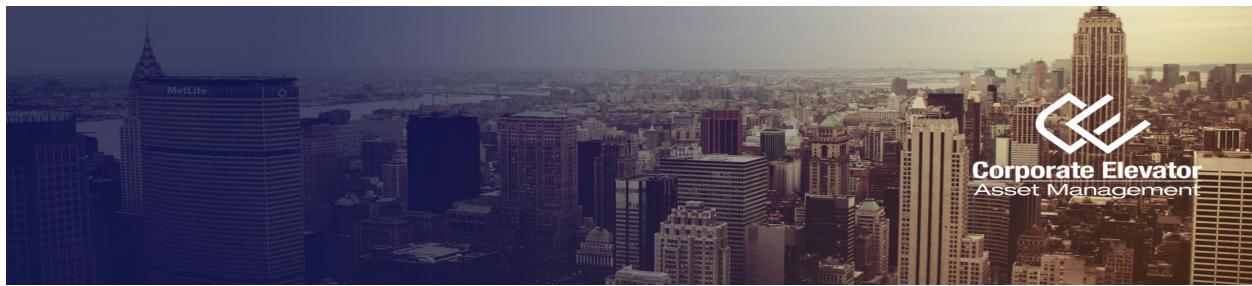
Wiring Diagrams, Operating Instructions, and Parts Ordering Information

Non-Proprietary Control Systems and Diagnostics
Means/Provisions as specified
Galaxy Controls, EC Controls, Alpha Controls

3. OPERATION

A. Collective Microprocessor-Based, Cars All: NEW, Galaxy Controls

1. Operate car without attendant from pushbuttons in car and located at each floor. When car is available, automatically start car and dispatch it to floor corresponding to registered car or hall call. Once car starts, respond to registered calls in direction of travel and in the order the floors are reached.
2. Do not reverse car direction until all car calls have been answered, or until all hall calls ahead of car and corresponding to the direction of car travel have been answered.
3. Slow car and stop automatically at floors corresponding to registered calls, in the order in which they are approached in either direction of travel. As slowdown is initiated for a hall call, automatically cancel hall call. Cancel car calls in the same manner. Hold car at arrival floor an adjustable time interval to allow passenger transfer.
4. Answer calls corresponding to direction in which car is traveling unless call in the opposite direction is highest (or lowest) call registered.



5. Illuminate appropriate pushbutton to indicate call registration. Extinguish light when call is answered.

B. Other Items:

1. Load Weighing: Provide means for weighing car passenger load. Control system to provide dispatching at main floor in advance of normal intervals when car fills to capacity. Provide hall call by-pass when the car is filled to preset percentage of rated capacity and traveling in down direction. Field adjustment range: 10% to 100%.

2. Anti-Nuisance Feature: If car loading relative to weight in car is not commensurate with number of registered car calls, or activation of door protection device is not commensurate with the number of registered car calls, cancel car calls. Systems employing either load weighing or door protective device for activation of this feature are acceptable.

3. Independent Service: Provide controls for operation of each car from its pushbuttons only. Close doors by constant pressure on desired destination floor button or door close button. Open doors automatically upon arrival at selected floor.

C. Firefighters' Service: Provide equipment and operation in accordance with Code requirements.

D. Firefighters' Emergency Operation: Provide equipment and operation in accordance with code requirements. Replace all fire key switches in non-modernized elevators in this building to match modernized elevators.

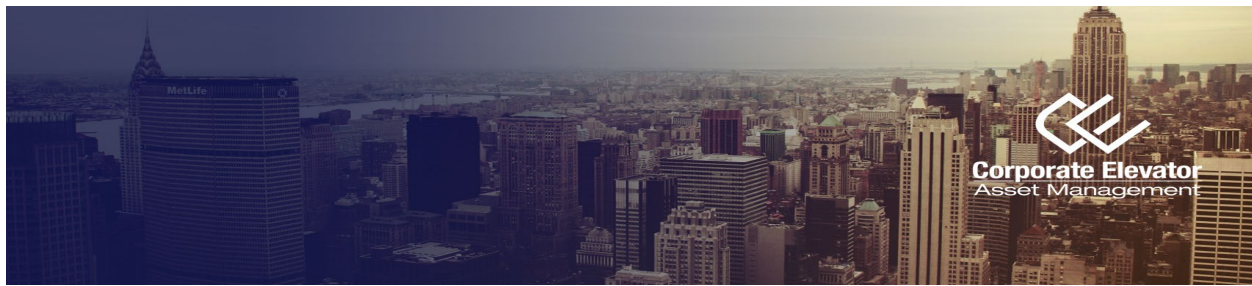
E. Automatic Car Stopping Zone: Stop car within 1/8" above or below the landing sill. Maintain stopping zone regardless of load in car, direction of travel, distance between landings, hoist rope slippage, or stretch.

F. Motion Control: Microprocessor based AC, variable-voltage, variable frequency IGBT with digitally encoded closed-loop velocity feedback suitable for operation specified and capable of providing smooth, comfortable car acceleration, retardation, and dynamic braking. Limit the difference in car speed between full load and no load to not more than $\pm 3\%$ of the contract speed.

G. Door Operation: Automatically open doors when car arrives at floor. At expiration of normal set dwell time, close doors.

H. Standby Lighting and Alarm: Car mounted battery unit with solid-state charger to operate alarm bell and car emergency lighting integrated into the cab LED lighting. Battery to be rechargeable with minimum 5-year life expectancy. Provide constant pressure test button in service compartment of car operating panel behind locked security panel. Mount secondary alarm bell in pit per code.

I. Standby Power Operation: Upon loss of normal power, adequate standby power will be supplied via building electrical feeders to simultaneously start and run one car in each group and single cars at contract car speed and capacity.

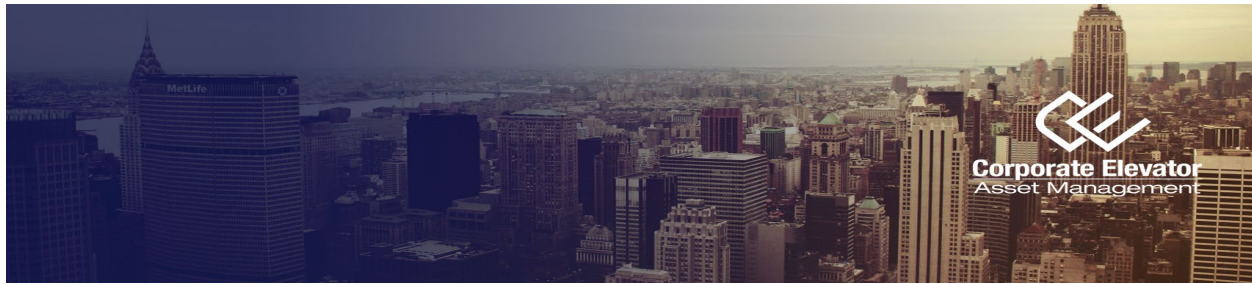


1. Automatically return one car at a time in each group and single cars nonstop to designated floor, open doors for approximately 3.0 seconds, close doors, and park car. During return operation, car and hall call pushbuttons shall be rendered inoperative. As each car parks, system shall immediately select the next car until all cars in a group have returned to the designated floor. If a car fails to start or return within 30 seconds, system shall automatically select the next car in the group to automatically return.
2. When all cars in a group have returned to the designated floor, one car in each group shall be designated for automatic operation. When a service demand exists for 30 seconds and designated car fails to start, next available car in the group shall be automatically selected for operation.
3. Successive Starting: When normal power is restored or there has been a power interruption, individual cars in each bank shall restart at five second intervals.

J. Car Light and Fan Timer: Provide necessary logic and power relay to allow car lights and fan to turn off.

4. MACHINE ROOM EQUIPMENT

- A. Arrange equipment in existing machine room spaces.
- B. #1 New Gearless Machine, #2 New Gearless Machine
 1. Replace with new Imperial 200 FPM PMAC Gearless Machine
 2. Alternate (Hollister Whitney)
- C. Solid State Power Conversion and Regulation Unit:
 1. Provide solid state, alternating current, variable voltage, variable frequency (ACV3F), I.G.B.T. converter/inverter drives.
 2. Design unit to limit current, suppress noise, and prevent transient voltage feedback into building power supply. Provide internal heat sink cooling fans for the power drive portion of the converter panels. Conform to IEEE standards 519-2014 for line harmonics and switching noise.
 3. Isolate unit to minimize noise and vibration transmission. Provide isolation transformers, filter networks, and choke inductors.
 4. Suppress solid-state converter noises, radio frequency interference, and eliminate regenerative transients induced into the mainline feeders or the building standby power generator.
 5. Supplemental direct-current power for the operation of hoist machine brake, door operator, dispatch processor, signal fixtures, etc., from separate static power supply.
- D. Encoder: Direct drive, solid-state, digital type. Update car position at each floor and automatically restore after power loss.
- E. 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 which provide 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 shall not be affected by accidental grounding of any part of the system.
 - f. System shall automatically restart when power is restored.
 - g. System memory shall be retained in the event of power failure or disturbance.
 - h. Equipment shall be 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. Provide controller or machine mounted auxiliary, lockable "open," disconnect if mainline disconnect is not in sight of controller and/or machine.

F. 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.

G. Governor: New. All Cars. Centrifugal-type, car and counterweight driven machine room mounted with pull-through jaws and bi-directional shutdown switches. Provide required bracketing and supports for attachment to building structure.

H. Emergency Brake: Shall be included with the new gearless machine.

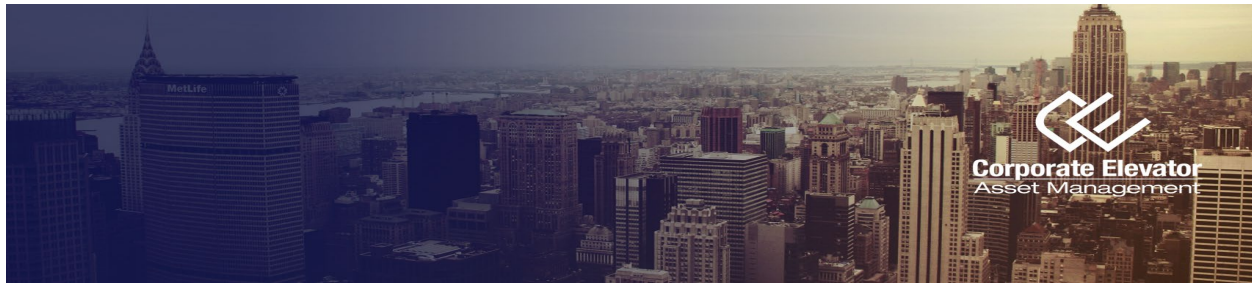
5. HOISTWAY EQUIPMENT

A. Guide Rails: Retain main and counterweight guide rails in place.

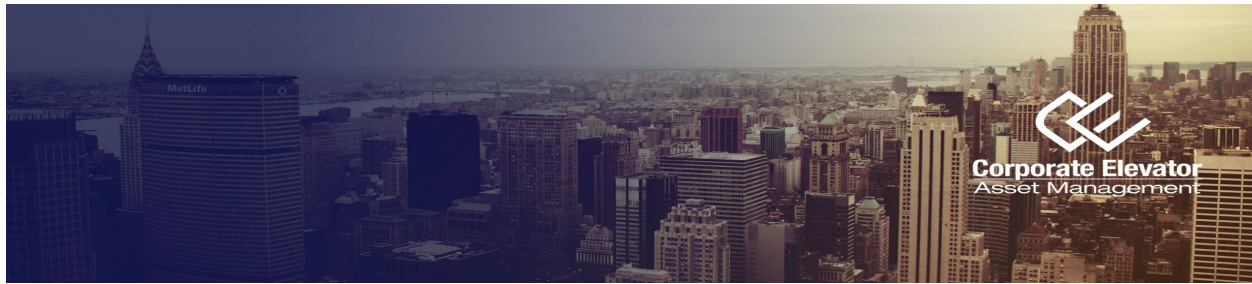
1. Clean rails and brackets. Remove rust.
2. Check all rail and bracket fastenings and tighten.

B. Buffers, Car, and Counterweight: Retain existing.

1. Paint and test.



- C. Sheaves, Deflector, Secondary & Compensating: New
- D. Counterweight: Retain existing. Replace guides with applicable rollers to fit the design and clearances required.
- E. Counterweight Guides: New. All Cars. Spring dampened roller guide shoes with oilless inserts.
- F. Counterweight Guard: Metal guard in pit. *New
- G. Governor Rope and Encoder Tape Tensioning Sheaves: Mount sheaves and support frame on pit floor or guide rail. Provide frame with guides or pivot point to enable free vertical movement and proper tension of rope and tape.
- H. Hoist and Governor Ropes: New. All Cars.
 - 1. Traction steel type as required by machine design. Fasten with staggered length, adjustable, spring isolated wedge type shackles.
 - 2. Governor rope as required by governor manufacturer.
- K. Electrical Wiring and Wiring Connections: New. All Cars.
 - 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. In addition to wires needed add a minimum of four shielded pairs for potential card readers.
 - 4. Auxiliary Wiring: Connect fire alarm initiating devices, emergency two-way communication system, firefighters' phone, paging speaker.
- L. Entrance Equipment: New. All Cars.
 - 1. Door Hangers: Two-point hanger roller with neoprene roller surface and suspension with eccentric upthrust roller adjustment.
 - 2. Door Tracks: Bar or formed, cold-drawn removable steel tracks with smooth roller contact surface.
 - 3. Door Interlocks: Operable without retiring cam.
 - 4. Door Closers: Spring activated spirator. Design and adjust to insure smooth, quiet mechanical close of doors.



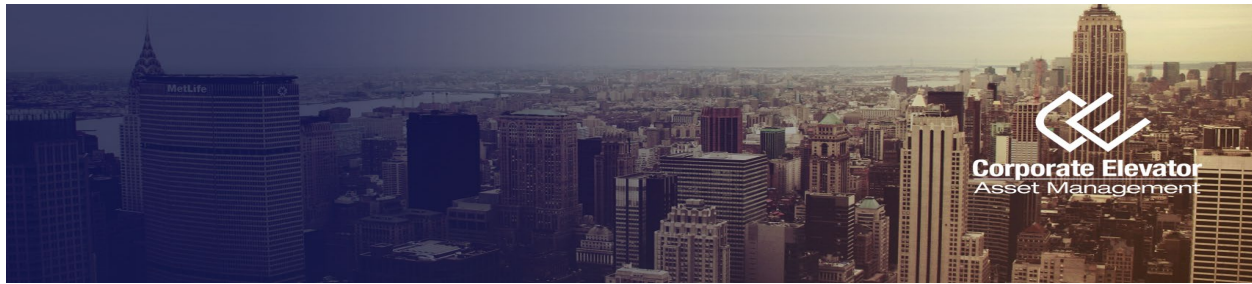
- M. Hoistway Door Unlocking Device: Provide unlocking device including new escutcheon in each hoistway door with sleeve to match new finish.
- N. Hoistway Access Switches: Mount in wall or entrance frame strike side jamb at top and bottom floors. Provide switch with faceplate. Locate within twelve (12) inches of return side of jamb per ASME code.
- O. 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.

6. HOISTWAY ENTRANCES

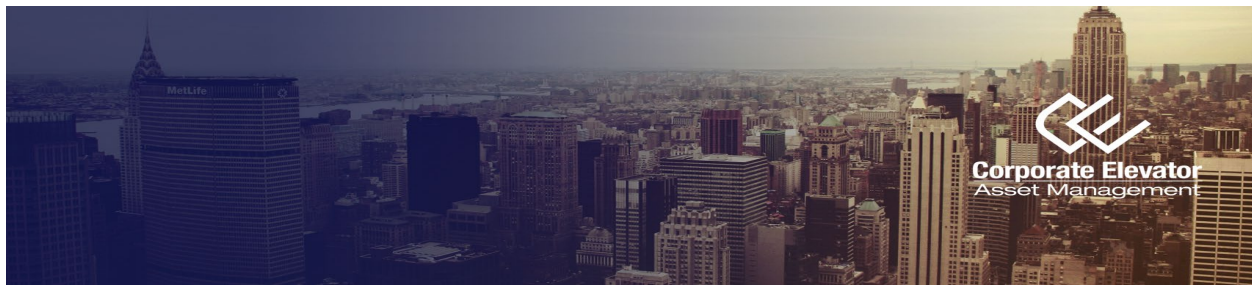
- A. Frames: Retain existing.
- B. Frames: Provide floor designation/Braille plates, centered at 60" above finished floor, on both side jambs of all entrances. Provide plates at main egress landing with "Star" designation. For designated emergency car, provide "Star of Life" designation plates at height of 78" – 84" above finished floor on both side jambs at all floors. Braille indications shall be below floor designation.
- C. Door Panels: Retain. Fully enclosed 16-gauge steel, sandwich construction without binder angles. Provide leading edge with rubber astragals. Provide a minimum of two (2) gibs and one (1) fire tab per panel, one at leading and one at trailing edge with gibs in the sill groove entire length of door travel. Doors shall have a safety device in case of relating cable failure. Construct door panels with interlocking, stiffening ribs. Tighten and secure all sight guards. Baked enamel to be selected for all floors but main. The Main floor shall be SS#4.
- D. Sills: Retain existing. Clean. Check and tighten all fastenings.
- E. Sill Supports: Retain existing. Check and tighten all fastenings.
- F. Fascia, Toe Guards and Hanger Covers: 14-gauge furniture steel with Contractor's standard finish
- G. Struts and Headers: Provide for vertical support of entrances and related material. Provide door open bumpers on entrances equipped with vertical struts.
- H. Finish of Doors: Retain. (paint)

7. CAR EQUIPMENT

- A. Frame: *New.
- B. Safety Device: *New
- C. Platform: *New



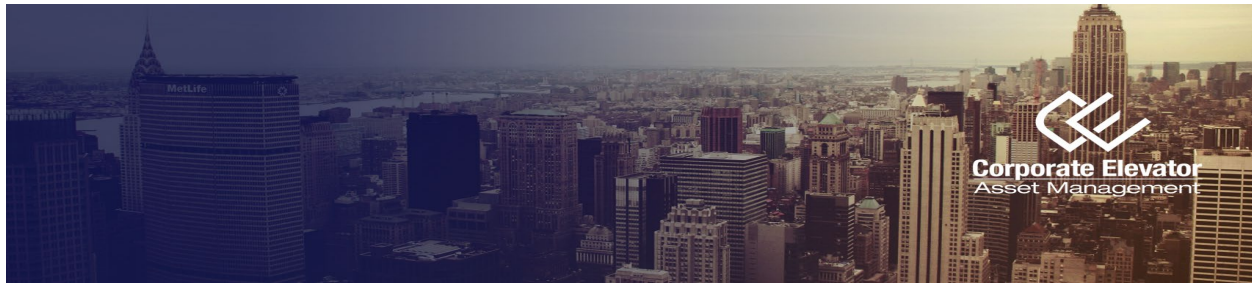
- D. Platform Toe Guard: *Provide new extended platform apron to meet Code. Minimum 14-gauge steel reinforced and braced to car platform front with standard Contractor finish.
- E. Guide Shoes: Roller type, 6" with three or more spring dampened, sound-deadening rollers per shoe.
- F. Finish Floor Covering: *New (Owner's selection)
- G. Sills: *New. (nickel silver)
- H. Doors: *New. All Cars. Fully enclosed 16-gauge steel, sandwich construction without binder angles. Provide leading edges of center-opening doors with rubber astragals. Provide a minimum of two (2) gibs per panel, one at leading and one at trailing edge with gibs in the sill groove entire length of door travel. Construct door panels with interlocking, stiffening ribs.
- I. Door Hangers: *New. All Cars. Two-point hanger roller with neoprene roller surface and suspension with eccentric upthrust roller adjustment.
- J. Door Track: *New. All Cars. Bar or formed, cold-drawn removable steel track with smooth roller contact surface.
- K. Door Header: *New. All Cars. Construct of minimum 12-gauge steel, shape to provide stiffening flanges.
- L. Door Clutch: *New. All Cars. Heavy-duty clutch, linkage arms, drive blocks and pickup rollers or cams to provide positive, smooth, quiet door operation. Design clutch so car doors can be closed, while hoistway doors remain open.
- M. Restricted Opening Device: *New. All Cars. Restrict opening of car doors outside unlocking zone. Plunger type restrictors not acceptable.
- N. Door Operator: *New. All Cars. MOVFE or Wittur High speed, linear drive, heavy-duty door operator capable of opening doors at no less than 2.5 f.p.s. Accomplish reversal in no more than 2-1/2" of door movement. Provide solid-state door control with closed loop circuitry to constantly monitor and automatically adjust door operation based upon velocity, position, and motor current. Maintain consistent, smooth, and quiet door operation at all floors, regardless of door weight or varying air pressure. Provide closed loop operation, monitoring door speed, torque and closing force, at all times.
- O. Door Control Device: All Cars. *New
 - 1. Infrared Reopening Device: Black fully enclosed device with full screen infrared matrix or multiple beams extending vertically along leading edge of each door panel to minimum height of 7'-0" above finished floor. Device shall prevent doors from closing and reverse doors at normal opening speed if beams are obstructed while doors are closing, except during nudging operation. In event of device failure, provide for automatic shutdown of car at floor level with doors open. Panachrome + device.



2. Nudging Operation: After beams of door control device are obstructed for a predetermined time interval (minimum 20.0 - 25.0 seconds), warning signal shall sound, and doors shall attempt to close with a maximum of 2.5-foot pounds kinetic energy. Activation of the door open button shall override nudging operation and reopen doors.
3. Interrupted Beam Time: When beams are interrupted during initial door opening, hold door open a minimum of 3.0 seconds. When beams are interrupted after the initial 3.0 second hold open time, reduce time doors remain open to an adjustable time of approximately 1.0 - 1.5 seconds after beams are reestablished.
4. Differential Door Time: Provide separate adjustable timers to vary time that doors remain open after stopping in response to calls.
 - 1 Car Call: Hold open time adjustable between 3.0 and 5.0 seconds.
 - 2 Hall Call: Hold open time adjustable between 5.0 and 8.0 seconds.Use hall call time when car responds to coincidental calls.

P. Car Operating Panel: All Cars. *New

1. One car operating panel with faceplates, consisting of a metal box containing vandal resistant operating fixtures, mounted behind the car stationary front return panels. Faceplates shall be hinged so COP swings to wall for access to COP wiring and constructed of stainless steel, satin #4 brush finish.
2. Suitably identify floor buttons, alarm button, door open button, door close button and emergency push-to-call button with flat stainless tactile symbols recessed flush mounted. Configure plates per local building code accessibility standards including Braille. Locate operating controls no higher than 48" above the car floor; no lower than 35" for emergency push-to-call button and alarm button.
3. All push buttons shall be of vandal resistant type.
4. Provide minimum 3/4" diameter raised floor pushbuttons which illuminate to indicate call registration. Provide brushed stainless buttons with illuminated LED halo. Include 5/8" high floor designation on face of pushbutton.
5. Provide alarm button to ring bell located on car, and sound distress signal at designated landing. Illuminate button when actuated.
6. Provide keyed stop switch at bottom of car operating panel in locked car service compartment. Arrange switch to sound main control panel distress signal when actuated. Mark device to indicate "run" and "stop" positions.
7. Provide "door open" button to stop and reopen doors or hold doors in open position.
8. Provide "door close" button to activate door close cycle. Cycle shall not begin until normal door dwell time for a car or hall call has expired, except firefighters' operation.
9. Provide firefighters' locked box with code required devices and illuminated fire hat jewel in car operating panel.
10. Provide firefighters' Phase II key switch with engraved instructions filled red. Include light jewel, buzzer, and call cancel button.
11. Provide lockable service compartment with recessed flush door. Door material and finish shall match car return panel or car operating panel faceplate. Inside surface of door shall contain an integral flush window for displaying the elevator operating permit.
12. Include the following controls in lockable service cabinet with function and operating positions identified by permanent signage or engraved legend:
 - a. Light switch.
 - b. Three-position exhaust blower switch.
 - c. Independent service switch.



- d. Inspection switch.
- e. Hoistway access switch.
- f. Constant pressure test button for battery pack emergency lighting.
- g. 120-volt, AC, GFCI protected electrical convenience outlet.
- h. Card reader override switch.
- i. Stop key switch.
- j. Car lighting dimmer switch.

Q. Car Top Control Station: *New. All Cars. Mount to provide safe access and utilization while standing in an upright position on car top. Locate car top stop switch within easy reach of landing entrance.

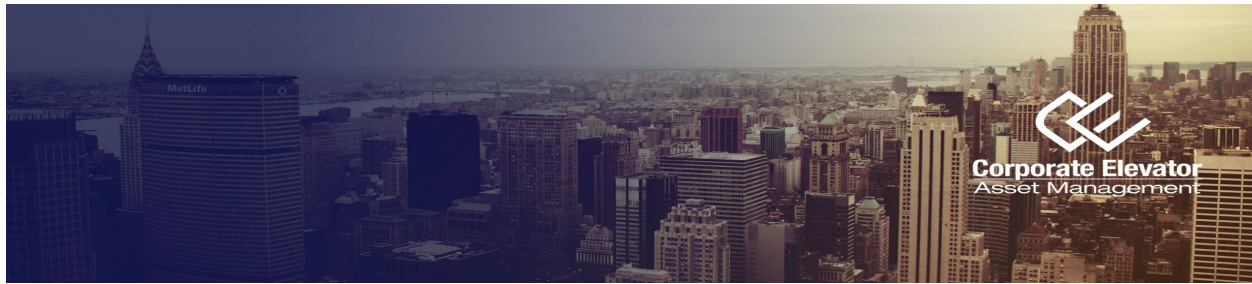
R. Work Light and Duplex Plug Receptacle: *New. All Cars. GFCI protected outlet at top and bottom of car. Include on/off switch and lamp guard, and secondary work light with ability to reach all locations of cartop.

S. Communication System:

- 1. "Push to Call," two-way communication instrument in car with automatic dialing, tracking, and recall features with shielded wiring to car controller in machine room. Provide dialer with automatic rollover capability with minimum two numbers.
 - a. "Push to Call" button or adjacent light jewel shall illuminate and flash when call is acknowledged. Button shall match car operating panel pushbutton design. Provide uppercase "PUSH TO CALL" "HELP ON THE WAY" engraved signage adjacent to button to indicate when call is placed and when call is received. Coordinate signage with communications provider.
 - b. Provide "Push to Call" button tactile symbol, engraved signage, and Braille adjacent to button mounted integral with car front return panel.
- 2. Provide on-site two-way communication between car and emergency personnel.

8. CAR ENCLOSURE

- A. Car Enclosure Passenger Elevators: Retain.
 - 1. Include a \$20,000 allowance/elevator for cab interior finishes.
 - 2. Car Door Panels: *New. Reinforced minimum 16-gauge stainless steel satin finish. Same construction as hoistway door panels. Architectural metal cladding shall wrap around leading and trailing edge of panel and return a minimum of 1/2" on rear side of leading edge of panel.
 - 3. Interior Wall Finish: *New
 - 4. Ventilation: Two-speed type OE exhaust blower mounted to car canopy on isolated rubber grommets. Exhaust blower shall meet requirements of Item 2.03, H. Ventilation shall shut off after adjustable period (60 – 180 seconds) of no elevator demand.
 - 5. Lighting: *New. LED down lighting with integrated emergency lighting.
 - 6. Handrails: *New. Flat bar type, stainless steel, 4 brush finish.
 - 7. Pads and Buttons or Hooks, Cars All: One (1) set per elevator. Three (3) - piece removable pads. Two (2) pads covering side walls and adjacent front returns and one (1) covering rear wall. Provide cutouts to access main car operating panel.



B. Top of Car Guardrail: Provide car top railings where fall hazard exceeds 12". Install guardrails, necessary hardware and toe board to meet code requirements.

9. HALL CONTROL STATIONS *New

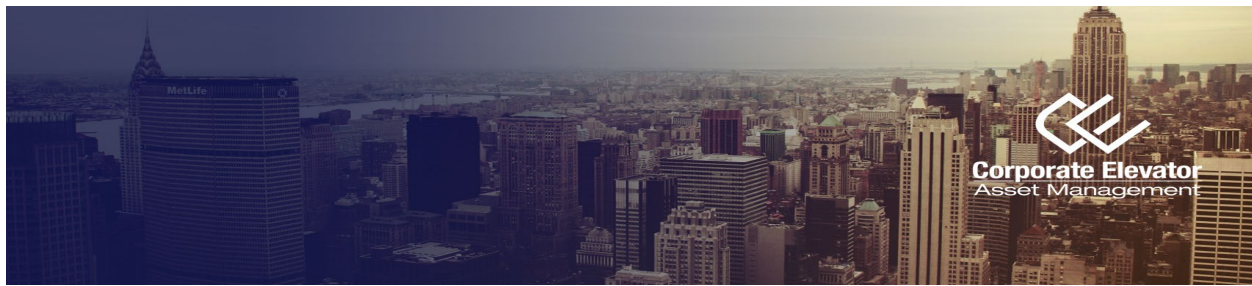
- A. Pushbuttons: Provide risers with surface mounted faceplates. Include vandal resistant pushbuttons for each direction of travel which illuminate to indicate call registration. Provide LED illumination. Include approved engraved message and pictorial representation prohibiting use of elevator during fire or other emergency situation as part of faceplate. Pushbutton design shall match car operating panel pushbuttons. Single riser at typical floors. Provide vandal resistant pushbutton and light assemblies. Provide enlarged faceplate to cover existing wall blockout and facilitate handicapped access requirements. Provide any cutting and patching required. Provide an illuminated signal marked "Elevator Emergency Power" to indicate emergency or standby power is in effect. Provide digital position indicator $\frac{1}{2}$ " to $\frac{3}{4}$ " high integral with hall button station at all floors except 1, (full fixture required at 1).

10. SIGNALS

- A. Hall Direction Lantern, New at all landings outside of landing one. All fixtures shall be selected with stainless steel #4 brush finish.
- B. Car Position Indicator: *New Car Signal Fixtures
- C. Hall Position Indicator with hall lanterns at primary floor, *New
- D. Faceplate Material and Finish: Stainless steel #4 Brush.
- E. Floor Passing Voice annunciator: Provide an audible annunciator of no less than 20 decibels as the car passes or stops at a floor served.

11. GROUP DISPLAY AND MONITORING SYSTEMS

- A. Firefighters' Control Panel (if required by code), Cars All. Locate in building fire control room. Fixture faceplate, stainless steel #4 brush finish, including the following features:
1. Car position and direction indicator (digital-readout or color LCD Flat Panel Display). Identify each position indicator with car number.
 2. Indicator showing operating status of car.
 3. Manual car standby power selection switches and power status indicators.
 4. Two-position firefighters' emergency return switches and indicators with engraved instructions filled red.
 5. Firefighters Control Panel shall be located as directed by Consultant/Owner. Where applicable, identify all indicators and manual switches with appropriate engraving. Provide conduit and wiring to control panel. Coordinate size and location with Building Console Supplier.
- B. Firefighters' Key Box (if required by code): Flush-mounted box with lockable hinged cover. Engrave instructions for use on cover per Local Fire Authority requirements.



13. Maintenance Service and Warranty Maintenance Coverage

A. The following maintenance coverage shall apply:

1. Interim Maintenance:
 - i Provide full maintenance services for two (2) geared traction elevators thirty (30) days prior to the commencement of work, and during the work set forth in the modernization contract.
 - ii Interim maintenance shall be full service with 24-hour callback services. Only the overtime premium shall be the responsibility of the owner if approved.
 - iii Costs for interim maintenance shall be included in your total bid for the project.
2. Maintenance (Post Modernization)
 - i Provide a maintenance/warranty service contract for one (1) year following the modernization of the elevators above. Date shall commence at the final acceptance of the second elevator.
 - ii The cost of the full maintenance service shall be included in the price and scope of the elevator modernization listed above.

B. Continuing Maintenance

1. Please provide with your proposal a five (5) year full maintenance contract to begin at the end of the one (1) year maintenance/warranty period.
2. Coverage is to include all regular time coverage for the two elevators being modernized in this project and shall only allow overtime premium to be charged if an elevator technician is needed after hours.

14. Sequencing and Scheduling

- i Sequence: Work under this contract shall be completed in the following sequence. Elevator #2 then #1. The work on the first elevator shall not commence until the elevator contractor has received 100% of all equipment for this elevator and approval has been given by the owner to commence work. The work for the following elevators shall commence two days after the previous car has been put into service, passing all applicable tests. A maximum of one car may be out of service at one time. If the elevator contractor deems it necessary that they take more than one car out of service, this work must be done between the hours of 11PM and 5 AM at no additional cost to the owner.
- ii Schedule: The elevator contractors must submit a schedule with bid indicating the time required from award of contract to completion:
 - 1 Execution of contract.
 - 2 Equipment fabrication and delivery to site or warehouse.
 - 3 Installation: testing and final acceptance of each elevator.

