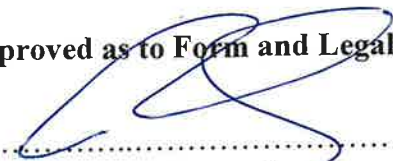


<b>CONTRACT AWARD</b>	
<b>AB2023-36 PREVENTATIVE MAINTENANCE AND REPAIR OF ELEVATORS AND CHAIR LIFTS FOR THE</b>	
<b>RESOLUTION #: 2023-835</b>	
<b>CONTRACT TERM: OCTOBER 22, 2023 THROUGH OCTOBER 21, 2025</b>	
NAME	3 PHASE ELEVATOR LLC. DBA TEC ELEVATOR
ADDRESS	510 S SHORE RD. SUITE C
CITY, STATE, ZIP	MARMORA NJ. 08223
CONTACT	
TELEPHONE	800-395-7270/ 609-432-9237
FAX	609-390-0946
E-MAIL	<a href="mailto:JIMKOCH@TECELEVATORINC.COM">JIMKOCH@TECELEVATORINC.COM/</a> <a href="mailto:DSHAW@TECELEVAT">DSHAW@TECELEVAT</a>
NJ SAVI DESIGNATION	N/A
BID BOND	ARGONAUT INSURANCE COMPANY 10% NTE BID AMOUNT
CONSENT OF SURETY	LINDSEY HOLBY & CRYSTAL BENNIS & KARI HESS AIF WITH POA
FIVE YEARS EXPERIENCE AND CERTIFICATION	20 YEARS
NJ BUSINESS REGISTRATION	OK
PUBLIC WORKS CONTRACTOR REG.	733491 EXP. 1.09.24
EQUIPMENT CERT	INCLUDED



Approved as to Form and Legality

Date

  
 .....  
 County Counsel

November 20, 2023  
 .....

AWARD OF BID RECEIVED SEPTEMBER 14, 2023 TO 3 PHASE ELEVATOR LLC., DBA TEC ELEVATOR FOR PREVENTATIVE MAINTENANCE AND REPAIR OF ELEVATORS AND CHAIR LIFTS FOR THE COUNTY OF MERCER. PERIOD: OCTOBER 22, 2023 THROUGH OCTOBER 21, 2025 TOTAL AMOUNT NOT TO EXCEED: \$459,920.00 (AB2023-36)

WHEREAS, the Mercer County Purchasing Agent has advertised for bids for Preventative Maintenance and Repair of Elevators and Chair Lifts for the County of Mercer for a period of two (2) years through bid terms and specifications, as provided by law; and,

WHEREAS, three (3) separate sealed bids were received on September 14, 2023 in connection with the aforementioned services; and

WHEREAS, the bidder hereinafter designated is the lowest qualified bidder per compliance with specifications and delivery schedules; and,

WHEREAS, the bid of 3 Phase Elevator LLC., DBA Tec Elevator, 510 S. Shore Rd. Suite C, Marmora NJ. 08223 shall be awarded for the period of October 22, 2023 through October 21, 2025, in an amount not to exceed of \$459,920.00; and,

.....  
 Clerk to the Board

RECORD OF VOTE													
COMMISSIONERS							COMMISSIONERS						
	Aye	Nay	N.V.	Abs.	Res.	Sec.		Aye	Nay	N.V.	Abs.	Res.	Sec.
Cimino	X						Melker	X					
Frisby	X				✓		Stokes	X					✓
Lewis	X						Walter	X					
McLaughlin	X												

X—Indicates Vote      Abs.—Absent      N.V.—Not Voting  
 Res.—Resolution Moved      Sec.—Resolution Seconded

-2-

WHEREAS, the Temporary Chief Financial Officer of Mercer County has certified in writing the availability of funds for the purposes set forth in this Resolution; said certification is on file with the Clerk to the Board, and such funds are available in the 2023 Mercer County Budget and contingent upon the inclusion and adoption of the 2024 and 2025 Mercer County Budgets; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board be and are hereby authorized to execute said contract when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the Purchasing Agent and Warden Charles Ellis for further distribution.

  
.....  
**Clerk to the Board**

# **SPECIFICATIONS FOR PREVENTIVE MAINTENANCE AND REPAIR OF ELEVATORS AND CHAIR LIFTS FOR THE COUNTY OF MERCER FOR A PERIOD OF TWO (2) YEARS**

## **GENERAL**

The County of Mercer requests bids for preventive maintenance and repair of elevators, and chair lifts throughout Mercer County for a two-year period. The contract shall be awarded to one (1) vendor whom is responsive and responsible per bid specifications and provide the lowest cost. Preventive Maintenance is defined in the following specifications. Bidders shall have adequate technical staffing to accomplish the required maintenance, testing and required repairs All questions must be upload to the BidNet question portal or emailed to [ohibbert@mercercounty.org](mailto:ohibbert@mercercounty.org) no later than August 30,2023.

## **SITE VISITS**

Please contact Karl Thomas, [kthomas@mercercounty.org](mailto:kthomas@mercercounty.org) or 609-649-2202 to schedule a site visit. For all Park Commission facilities contact Herman Snyder, [Hsnyder@mercercounty.org](mailto:Hsnyder@mercercounty.org) or 609.303.0708. Preventive Maintenance shall be provided in the effort to minimize repairs and the County will monitor.

## **REPORTING**

The awarded contractor will provide Karl Thomas, [kthomas@mercercounty.org](mailto:kthomas@mercercounty.org) and Herman Snyder, [hsnyder@mercercounty.org](mailto:hsnyder@mercercounty.org) with a monthly electronic report of all maintenance, testing and repairs.

## **EXPERIENCE**

Bidders shall have adequate technical staffing to accomplish the required maintenance, testing and required repairs. All bidders shall have similar experience working on the referenced systems and shall provide three verifiable references along with proof of training and certifications that you are able to perform the requirement maintenance and testing as required by N.J.A.C. 5:23-12 and all related rules.

Bidders shall comply with the New Jersey Prevailing Wage Act and shall be registered as Public Works Contractors on the date of the bid opening. The contract shall be awarded based upon the total proposed preventive maintenance for a two-year period.

## **COMPLIANCE WITH N.J.A.C 5:23-12 AND ALL RELATED RULES**

**SCHEDULED MAINTENANCE ALONG WITH INSPECTIONS MUST BE PERFORMED IN ACCORDANCE WITH N.J.A.C 5:23-12.**

## **QUALIFICATIONS AND RESPONSE TIME**

BIDDERS SHALL BE CERTIFIED TO WORK ON THE SYSTEMS REFERENCED IN THE SPECIFICATIONS TO PROVIDE PREVENTIVE MAINTENANCE AND REPAIR AND SHALL HAVE WORKING KNOWLEDGE OF ALL ASSOCIATED SOFTWARE. BIDDERS SHALL PROVIDE A ONE YEAR WARRANTY ON ALL REPAIR WORK.

**BIDDERS SHALL COMPLY WITH ALL STATE REQUIREMENTS FOR ALL ELEVATORS TO BE CERTIFIED.**

## **REMEDIAL ACTION:**

*BIDDERS MUST HAVE TECHNICIANS ABLE TO RESPOND TO EMERGENCY CALLS (RESPOND TO THE COUNTY DESIGNEE) WITHIN ONE HOUR AND PROVIDE ONSITE REPAIR SERVICES WITHIN 24 HOURS. BIDDERS MUST HAVE THE ABILITY TO ORDER PARTS AND PROVIDE 24 HOUR REMEDIAL ACTION.*

**EXPERIENCE:**

BIDDERS SHALL HAVE FIVE YEARS FIELD EXPERIENCE IN TESTING, TROUBLESHOOTING AND MAINTAINING AND REPAIRING ALL SYSTEMS.

**STAFFING**

BIDDERS SHALL PROVIDE THE NUMBER OF TECHNICIAN ASSIGNED TO THE CONTRACT

INSERT NUMBER OF TECHNICIANS \_\_\_\_\_

SERVICING LOCATION ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESPONDENTS QUALIFICATIONS**

RESPONDENT SHALL HAVE FIVE YEARS EXPERIENCE WORKING ON THE SYSTEMS CONTAINED WITHIN THE FOLLOWING SPECIFICATIONS. INCLUDE COPIES OF YOUR CERTIFICATIONS.

**AMERICAN NATIONAL STANDARDS INSTITUTE THE CONTRACTOR SHALL COMPLY WITH THE MOST RECENT ANSI REQUIREMENTS FOR ELEVATORS AND CHAIRLIFTS.**

**ALL SERVICE, REPAIR WORK AND TESTING SHALL BE PERFORMED IN COMPLIANCE WITH THE STATE OF NEW JERSEY UNIFORM CONSTRUCTION CODE 5:23, AND ALL REFERENCED CODES AND SUBCODES APPLICABLE DURING THE TERM OF THIS CONTRACT.**

**REPAIR INVOICING**

**AWARDED CONTRACTORS SHALL PROVIDE DETAILED INVOICING ITEMIZING RATE, MATERIALS BROKEN OUT REFLECTING COST OF MATERIALS AND 10% UPCHARGE. PROOF OF PURCHASE IS REQUIRED TO BE SUBMITTED WITH INVOICE. THE COUNTY WILL NOT PAY FOR TRAVEL COSTS.**

**SEE ATTACHED SCHEMATICS FOR THE PARK COMMISSION HUNT HOUSE CHAIR LIFT. SEE ATTACHED SPECIFICATIONS FOR THE ELEVATOR LOCATED AT THE MERCER COUNTY PROSECUTOR'S OFFICE**

**LOCATIONS AND DESCRIPTION**

**\*THE COUNTY RESERVES THE RIGHT TO ADD OR REMOVE UNITS FROM SERVICE AS NEEDED**

**1. PARK COMMISSION**

Hunt House and Hunt Barn  
197 Blackwell Road  
Hopewell, NJ 08525

**Contact Person: Herman Snyder  
(609) 303-0708**

**Wheel Chair Lift**

HANDI-LIFT **\*See Attached Schematic**

**2.PRINCETON COUNTRY CLUB**

1 Wheeler Way  
Princeton Junction, NJ 08540  
**Contact Person: Herman Snyder**  
**(609) 303-0708**

**Wheel Chair Lift**

**3. HOPEWELL VALLEY GOLF COURSE**

114 Pennington Hopewell Road  
Hopewell, NJ 08525  
**Contact Person: Herman Snyder**  
**(609) 303-0708**

**Wheel Chair Lift**

**4. TRENTON-MERCER AIRPORT**

**CRITICAL LOCATION: IN THE EVENT THAT 24 HOUR REMEDIAL SERVICE IS NOT MADE, THE COUNTY WILL DEEM THE CONTRACTOR IN DEFAULT OF THE CONTRACT**

1100 Terminal Circle Drive  
West Trenton, NJ 08628  
**Contact Person: Kurt Neinstedt**  
**(609) 882-1601 EXT 104**

**Elevator:**

Manufactured: OTIS ELEVATOR CO.  
3 PHASE 3 WIRE REVERSIBLE  
DRG # 257471-R  
MODEL# 10-NOE (J)

**5. TRENTON – MERCER AIRPORT**

340 SCOTCH ROAD  
EWING, NJ. 08628

**1 Elevator:**

Manufactured: Dover 2110  
2 Floors

**6. MERCER COUNTY COURT HOUSE**

175 S. Broad St.  
Trenton, NJ 08650  
**Contact Person: Karl Thomas**  
**(609) 989-6181**  
**(609) 649-2202**

**3 Elevators:**

SCHINDLER  
HYDRAULIC  
5 FLOORS

**7. MERCER COUNTY COURT HOUSE**

209 S. Broad St.  
Trenton, NJ 08650  
AB2023-36 ELEVATOR AND CHAIR LIFT PREVENTATIVE MAINTENANCE

**Contact Person: Karl Thomas  
(609) 989-6181**

**2 Elevators:** OTIS  
CABLE  
5 floors

**1 Freight Elevator:** OTIS  
Cable  
3 Floors

**Chair Lifts:** 3<sup>rd</sup> floor  
GARAVENTA  
Serial# 86-335-04-081

2<sup>nd</sup> floor  
GARAVENTA  
Serial# 86-335-04-080

Both are key operated and electric run

## **8. ADMINISTRATION BUILDING**

640 S. Broad St.  
Trenton, NJ 08650

**Contact Person: Karl Thomas  
(609) 989-6181**

**1 Freight Elevator:** OTIS, 6000 lb. capacity, Serial #74241, Type 2-505, Volt 4-40

**2 Passenger Elevators:** Two (2) (MCE Controller) Six Stop Traction Elevators

## **ADMINISTRATION BUILDING**

612 S. Broad St.  
Trenton, NJ 08650

**Contact Person: Karl Thomas  
(609) 989-6181  
(609)649-2202**

**1 Elevator:** CEMCO Hydraulic, equipped with 30 hp motor and manufactured by Electro-Hydraulic Power Unit

## **9. CORRECTION CENTER**

1750 River Road  
Hopewell, NJ 08560

**Contact Person: Warden Charles Ellis  
(609) 583-3545 x2214**

**Elevator:** SCHINDLER ELEVATOR



Model# 1106-00108-001  
2 Floors

#### **10. DEMPSTER TRAINING FIRE SCHOOL**

350 Lawrence Station Road  
Lawrenceville, NJ 08648

**Contact Person: John Newbon**  
**(609) 799-0110**

**1 Elevator:** CEMCO  
HYDRAULIC  
2 FLOORS

**1 Chair Lift:** NATIONAL WHEEL-O-VATOR  
MODEL NO.: BCA0-42  
SERIAL NO.: 11482  
RATED SPEED: 10 F.P.M.  
RATED LOAD: MAXIMUM 500 POUNDS  
CAR WEIGHT: 85 POUNDS  
SUSPENSION AND SUPPORT MEANS – SCREW DRIVE  
115 VOLTS A.C., 60 CYCLES 12.0 AMPS  
DATE OF MANUFACTURE: JANUARY 26, 1990

#### **10. MERCER COUNTY OFFICE OF THE PROSECUTOR**

1589 Lambertton Road  
Trenton, New Jersey

**Contact Person: Karl Thomas**  
**(609) 989-6181**

**1 Elevator:** THYSSENKRUPP TAC 20  
MODEL: LINEAR, SERIES 2012AM TAC 20/03  
VOLTAGE 46, HP20  
SERIAL NO. EX2515.

#### **11. MERCER COUNTY CRIMINAL COURT HOUSE**

400 South Warren Street  
Trenton, New Jersey

**Contact Person: Karl Thomas**  
**(609) 989-6181**

**7 Elevators:** ONE (OTIS) EIGHT STOP TRACTION M.R.L ELEVATOR  
TWO (OTIS) THREE STOP TRACTION M.R.L ELEVATORS  
FOUR (OTIS) SEVEN STOP TRACTION M.R.L ELEVATORS

#### **BASIS OF AWARD**

The Contract shall be awarded to the responsible, responsive contractor providing the lowest rate for preventive maintenance and repair grand total.

### **SCOPE OF WORK**

The work to be performed by the Contractor shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full maintenance services, and repairs of every description, including examinations, adjustments, tests and replacement of parts and equipment as required for all equipment covered under this contract.

It is **mandatory** for the successful contractor to complete an inspection at the beginning of the contract year, of all equipment in this contract with the objective of identifying equipment, items, parts showing considerable wear, deterioration or are exceeding their normal life cycle or effectiveness. The contractor must provide an itemized list of all equipment covered by this contract to each facility manager. This provision is stipulated to avoid any claim of responsibility outside the scope of full-service maintenance during the contract period due to aging elevator systems equipment relative to this contract.

### **REMEDIAL ACTION:**

*BIDDERS MUST HAVE TECHNICIANS ABLE TO RESPOND TO EMERGENCY CALLS (RESPOND TO THE COUNTY DESIGNEE) WITHIN ONE HOUR AND PROVIDE ONSITE REPAIR SERVICES WITHIN 24 HOURS. BIDDERS MUST HAVE THE ABILITY TO ORDER PARTS AND PROVIDE REMEDIAL SERVICES WITHIN 24 HOURS.*

### **EXPERIENCE:**

BIDDERS SHALL HAVE FIVE YEARS FIELD EXPERIENCE IN TROUBLESHOOTING AND MAINTAINING AND REPAIRING ALL SYSTEMS.

### **REPAIR AS A RESULT OF FAILURE TO PROVIDE PREVENTIVE MAINTENANCE**

**IF THE AWARDED CONTRACTORS HAVE NOT PERFORMED PREVENTIVE MAINTENANCE IN ACCORDANCE WITH SPECIFICATIONS AND MANUFACTURERS O&M MANUAL, CAUSING SYSTEM FAILURE AND OR NEED FOR REPAIR, THE REPAIR WORK SHALL BE PERFORMED AT NO COST TO THE COUNTY.**

**The Superintendent of Buildings and Grounds and the Park Commission designee will, in writing, advise the contractor to perform work due to deficiencies contained in the pre-maintenance list. The pre-maintenance list shall include itemized pricing for each deficiency in accordance with the "TIME AND MATERIAL HOURS" section of the specifications. The contractor shall correct such deficiencies within a time period agreed to by both parties and shall submit separate invoicing reflecting such work.**

### **TIME AND MATERIALS**

All quotes for work other than preventive maintenance and service shall include a cost breakdown submitted by the contractor as follows: labor rate, number of hours, materials list, and cost of materials (with evidence of same) with 10% markup on cost of materials. The contractor shall provide an hourly rate in the proposal page. The County does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked.

Parts, equipment and material prices: Shall be invoiced at actual wholesale plus markup. Copies of the contractor's own purchase invoices reflecting the actual costs shall accompany each invoice. Any repair with an associated down time of more than 24 hours shall require the contractor to provide to the County documented proof of parts order and overnight shipment (order receipt and overnight company acknowledgement receipt and invoice).

## **EQUIPMENT REPLACEMENT**

The County may install or replace parts of its elevator or chair lift systems over the life of this contract year. This replacement is separate from the pre-maintenance list, the inspections and full-service maintenance. The Contractor shall provide quotes based upon the hourly rate and parts and materials required for replacement. CAPITAL REPLACEMENT IS NOT COVERED UNDER THIS CONTRACT.

## **COMPETENCY OF CONTRACTOR**

The importance of maintaining this equipment in a safe and satisfactory operating condition demands that the Contractor provide satisfaction to Mercer County that the firm has actively been engaged for at least the past five years in the maintenance, service, repair and replacement of materials in equipment of similar manufacture, capacity, and operating characteristics as those covered by this contract. **Bidders must provide documented proof of qualifications and three references. Awarded contractor must have technicians located within Mercer County and must respond to emergency calls within one hour and provide onsite services within 24 hours.**

Contractor shall show that he has available under his direct employment and supervision, or through subcontractors, the necessary organization and facilities to properly fulfill all the services and conditions required under this specification. Contractor shall submit evidence of the following with his bid proposal:

1. That he has an organization capable of performing the work described that has been in continuous operation for at least the past five years.
2. That he shall use only skilled, competent, trained elevator personnel having a minimum of five years' experience in maintaining equipment included in this specification.
3. The names of the employees in the area responsible for this contract, their function in the company, their title, and the number of years' service with this firm or other firms.
4. The present address of the main operation facilities of this organization, the location of the engineering department, and the location of the facility that will serve this contract.
5. That the local facility, which must be located and able to respond on-site within one hour of an emergency call.

## **FULL SERVICE MAINTENANCE**

The Contractor shall regularly and systematically examine, adjust, lubricate, clean and when conditions warrant repair or replace the following items and components thereof and all other mechanical or electrical equipment:

1. The entire machine including housing, drive sheave, thrust, worm shaft bearings, brake assembly and component parts.
2. Motors, including auxiliary rotating systems, motor windings, rotating elements, couplings, bearings and commutators.
3. All sheaves and sprockets.
4. Controller: All components including relays, solid state components, resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices and computer devices.
5. Selector: All components including selector drive, cable, drum, sheaves, and all other mechanical and electrical drive components.
6. Motor brushes and brush holders.
7. Hoist way door interlocks, Hoist way door hangers and tracks, bottom door gibs, cams, rollers, and auxiliary door closing devices.
8. Hoist way limit switches, slowdown switches, leveling switches and associated cams and vanes.
9. Guide shoes, including rollers and/or gibs.

10. Automatic power operated door operators, door protective devices, car door hangers' tracks, and car door contacts.
11. Traveling cables
12. Elevator control wiring in Hoist way and machine room.
13. Governor including governor sheave and shaft assembly bearings, contact jaws and governor tension assemblies.
14. Car safety mechanisms and load weighing devices.
15. Hoist cables, governor cables, compensating chains, including adjustment or tension on all hoist ropes.
16. Buffers and piston packing
17. Fixture contacts, push buttons, key switches and locks, lamps and sockets of button stations (car and landing), hall lanterns and position indicators.
18. Emergency Call Box

The Contractor shall keep the guide rails free of rust. Renew guide shoe rollers as required to insure smooth and satisfactory operation.

The Contractor shall make adjustments to door operators, interlocks, closers, door hangers and safety edges.

All replacement parts shall be new and specifically designed and in compliance for the equipment on which they are to be used.

The Contractor shall furnish and use lubricants as recommended by the manufacture of the original equipment, or an approved equal.

The Contractor shall be responsible for keeping the exterior of the elevator machinery and other equipment parts subject to rust painted with heat resistant enamel. The motor windings shall be treated as needed, with proper insulating compound, as recommended by the motor manufacturer. Cleaning and refinishing of cab interior and exterior of Hoist way door frames are excluded from this contract.

The Contractor shall maintain all equipment in hoist ways, machine rooms, pits, and assigned contractor workspaces in a clean and orderly condition, free of dirt, dust and debris. Pits and machine spaces shall be kept dry and clean at all times.

The Contractor shall be responsible for upgrading equipment to meet changes in Code requirements as may be recommended or directed by insurance companies, Federal, State or Municipal authorities.

**The Contractor shall be responsible for notifying Mercer County in writing of the existence or development of any defects in or repairs required to the equipment, which he does not consider to be Preventive Maintenance under the terms of this contract. The Contractor shall furnish a written estimate of the cost to correct any such defects.**

The Contractor shall be responsible for giving immediate notice to Mercer County of any condition, which he discovers that may present a hazard to either the equipment or the passengers.

The Contractor shall maintain copies of current schematic wiring diagrams in each elevator equipment room. As changes are made to controllers or wiring connections, these changes shall be permanently recorded on the schematic diagram.

## **PREVENTIVE MAINTENANCE WORK**

The preventive maintenance specified herein is considered the minimum for all equipment; however, bidders shall perform all work as required by the recommended manufacturer's maintenance standards.

### **MONTHLY:**

1. Observe operation of elevator through its full range of floors served to test controls, safety devices and car leveling.
2. Check door operation, clean, lubricate and adjust tracks, check linkages, gears, wiring, motors, contacts, cams and closers.
4. Check and adjust selector, lubricate traveling assembly, check wiring, contacts, relays.
5. Check brushes and commutators. Inspect commutators for finish, grooving, eccentricity and mica level. If required, clean, turn or refinish commutator. Inspect brushes for tension, seating and wear - replace or adjust as required.
6. Visually inspect controller contacts and relays. Check adjustment and replace Components as required. Observe operation of signal and dispatching system.
7. Check car; clean, adjust and lubricate car door assembly, pivots, hangers. Test telephone or intercom system, emergency call system or alarm, normal and emergency lighting, fan, car station. Make necessary repairs.
8. Inspect buffers, rope hitches, couplings, keyways and pulleys. Check level in oil buffer-add oil as required. Adjust piston packing.
9. Re-lamp all position indicators, push buttons, and hall lantern assemblies

### **SEMI-MONTHLY:**

1. Perform general examination of machinery and lubricate as required. Empty drip pans and check reservoir oil level.
2. Observe brake operation and adjust as required. .
3. Clean and inspect controllers, selectors, relays, contacts, brushes, commutators and perform needed repairs.
4. Ride in the car and observe operation of doors, leveling, reopening devices, push buttons, signal lights, etc.

### **QUARTERLY:**

1. Check leveling operation. Clean and adjust leveling switches, magnets, selector drive. Repair or replace components as required for proper leveling.
2. Check Hoist way doors. Clean and lubricate door assemblies, adjust gibs, interlocks, vanes, linkage and up thrust eccentrics.
3. Inspect all fastenings and ropes for wear. Clean governor and hoist ropes, lubricate hoist ropes if needed. Inspect all rope hitches, shackles and equalize rope tension.
4. Inspect hoist reduction gear brake and brake drum, drive sheave and motor, check for bearing wear.
5. Inspect safety assembly parts, pivots, switches, etc.
6. Check and adjust clearance between safety jaws and guide rails.
7. Inspect governor and governor tension sheave.
8. Check car and counterweight guide shoes.

### **ANNUALLY:**

1. Thoroughly clean car and counterweight guide rails using a non-flammable solvent to remove lint, dust and excess lubricant.

2. Clean all overhead sheaves, car tops, door hangers, sills, counterweights and hoist way walls.
3. Clean controllers with vacuum device, check alignment of switches, relays, timers, etc., adjust and lubricate.
4. Check all resistance tubes and grids.
5. Check oil in overload relays.
6. Clean fuse holders and controller connections.
7. Perform tests of buffers, safeties, governors, slack rope devices, terminal stopping devices and fire fighters service in accordance with Code Rule 1002.2.
8. Perform tests of hydraulic equipment in accordance to requirements of Code Rule 1005.2.

### **MAINTENANCE SERVICE**

Maintenance under this contract shall provide a constant service to properly protect all equipment from deterioration and to provide peak performance resulting in a minimum of down time of any equipment. Not more than one elevator, in a bank, shall be put out of service at a time for routine maintenance. The time of day that each elevator can be shut down for routine service shall be scheduled with the building superintendent Karl Thomas 609-989-6181 or his representative. If for any reason an elevator should be out of service for more than the usual troubleshooting time of 30 to 60 minutes, the Contractor shall notify the Building Superintendent of the nature of the problem and when service is to be restored.

A record shall be maintained by the Building Superintendent of non-emergency items in need of correction, which come to the attention of building personnel, and he shall provide this list to the Contractor for necessary action during routine visits.

### **MAINTENANCE SERVICE RECORDS**

The Contractor shall provide and keep current suitable check charts for each piece of equipment. In addition to machine room check charts, the Contractor shall provide mechanic's time tickets recording work times and equipment being serviced.

**THE CONTRACTOR SHALL SUBMIT A WRITTEN MONTHLY REPORT TO THE SUPERINTENDENT OF BUILDING & GROUNDS INDICATING ALL WORK PERFORMED. THE REPORT SHALL CATALOG WORK BY FACILITY SUCH AS MAINTENANCE, EMERGENCY CALL BACKS AND SHALL INDICATE ANY OVERTIME FOR WHICH A CHARGE WILL BE MADE.**

### **MAINTENANCE RESPONSIBILITY**

The Contractor shall keep the elevators maintained to operate at the original contract speed, acceleration, retardation and performance characteristics. Door operation shall be kept in adjustment to maintain optimum door opening and closing times. Mercer County reserves the right to make inspections and tests when deemed advisable. If it is found that the elevators and associated equipment are deficient, either electrically or mechanically, the Contractor will be notified of the deficiencies in writing and it shall be his responsibility to make necessary corrections within thirty (30) days after his receipt of such notice. In the event that the deficiencies have not been corrected within thirty (30) days, Mercer County may terminate the contract and employ another contractor to make the corrections at the original bidder's expense.

Approximately six (6) months prior to the end of the contract term, a representative of Mercer County will make a thorough maintenance inspection of all equipment covered under this contract. At the conclusion of this inspection, the Building Superintendent shall give the contractor written notice of any

deficiencies found. The Contractor shall be responsible for correction of these deficiencies within (30) days after receipt of such notice.

### **CALL BACK SERVICE**

In the event of an equipment malfunction due to failure of equipment or controls, the Contractor shall dispatch a mechanic to the premises within one (1) hour after notice by telephone. The mechanic shall proceed at once and continue to make necessary repairs or adjustments to place equipment in safe and operating condition. This callback will be made at the hourly rate specified to Mercer County in the bid proposal.

### **OVERTIME**

During the term of the contract, any Building Superintendent may authorize the Contractor to use overtime to expedite major repairs or to respond to special situation trouble calls. This authorization will be granted only in those instances where the Building Superintendent has made a determination that such action is in the overall best interest of Mercer County. When this authority is granted, the County shall pay the overtime rate as specified in the bid proposal. Overtime shall be paid at 1.5 times the regular rate.

### **WORKING HOURS**

The preventive maintenance work outlined in this specification shall be performed during normal working hours of 7:30 AM to 4:30 PM, Monday through Friday, excluding County holidays.

### **SHUTDOWN**

The Contractor will do no preventative maintenance requiring equipment shut-down unless permission is first obtained from the Building Superintendent or other responsible person designated by the County.

### **TELEPHONE SERVICE**

The Contractor shall maintain a continuous telephone service where he can be reached twenty- four hours each day, seven days each week, including Sundays and Holidays.

### **SAFETY INSPECTION AND TESTS**

It shall be the responsibility of the Contractor to perform all equipment tests required by the American National Standards Institute and any and all federal, state and local requirements. As tests become due they shall be scheduled and performed. After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacture's recommendations.

**THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE BUILDING AND EQUIPMENT CAUSED BY TESTS IF SUCH DAMAGE IS A RESULT OF THEIR ACTS. FAILURE TO FOLLOW CORRECT PROCEDURES TO PREVENT DAMAGE AND FAILURE TO PERFORM PRETEST EXAMINATIONS SHALL BE CONSIDERED NEGLIGENCE BY THE CONTRACTOR.**

### **VIOLATIONS**

If notice of violations is given to the County by the State DCA Inspector, Contractor is responsible to correct those violations within the time indicated by the inspector. Failure to perform these repairs shall be cause for termination of the contract.

### **SAFETY PROGRAM:**

Observe all rules and regulations of the Federal, State, and local health officials, including regulations concerning construction safety and health standards. At the preconstruction meeting, submit to the

County for approval a written safety program that meets or exceeds the minimum requirements of the Contract and applicable State or Federal regulations. Include at a minimum the following:

1. **Description.** Describe in detail how the safety program is implemented and monitored. Provide guidelines for protecting personnel from hazards associated with Project operations and activities. Establish the policies and procedures for safety practices that are necessary for the Work to be in compliance with the requirements of OSHA and other State and Federal regulatory agencies with jurisdiction, rules, regulations, standards, or guidelines in effect at the time the Work is in progress.
2. **Certification, Responsibility, and Identification of Personnel.** Identify the qualified safety professional responsible for developing the safety program and provide that person's qualifications for developing the safety program including, but not be limited to, education, training, certifications, and experience in developing this type of safety program. Provide a certification, executed by the qualified safety professional that developed the safety program, stating that the safety program complies with the rules, regulations, standards, and guidelines in effect at the time the Work is in progress, of OSHA, and other applicable Federal, State, and local regulatory agencies having jurisdiction.

Identify a safety officer and designate the on-site supervisory-level personnel responsible for implementing and monitoring the safety program until Acceptance and having the authority to take prompt corrective measures to eliminate hazards, including the authority to stop work. Include documentation of training provided to the on-site supervisory-level personnel. For work that requires a competent person as defined by OSHA, ensure that the person is capable of identifying existing and predictable hazards and has the authority to take prompt corrective measures to eliminate the hazards, including the authority to stop work. Include documentation of the qualifications of such competent persons identified, including certifications received.

3. **Elements of the Program.** Include information and procedures for the following elements:
  - a. **Chain of Command.** Include the responsibilities of the management, supervisor, safety officer, and employees.
  - b. **Traffic Control Coordinator.** Include the name and contact information.
  - c. **Environmental Manager.** Include the name and contact information.
  - d. **Local Emergency Telephone Numbers.** Include police, fire, medical
  - e. **Procedures for Handling Emergencies.** Provide guidelines for handling emergencies, including emergency action plans for accidents involving death or serious injury, property damage, fires, explosions, and severe weather. Include the emergency contact information of the Contractor's personnel responsible for handling emergencies.
  - f. **Training Topics.** Include regulatory and jobsite toolbox meetings. Include the documentation from the training and an attendance sheet for each.
  - g. **Contractor's Safety Rules.** Include housekeeping procedures and personal protective equipment requirements.
  - h. **Employee Disciplinary Policy.** Include the violation forms.
  - i. **Safety Checklists.** Include project safety-planning, emergency plans and procedures, documentation, and protective materials and equipment.
  - j. **Forms.** Include OSHA 300 Log
  - k. **Security Policy Guidelines.** Provide a copy for the County.
  - l. **Hazard Communication Program.** Provide the following:
    1. The location of and instructions for understanding the MSDS. Ensure that the location and instruction are available to anyone within the Project Limits.



2. The person responsible for the hazard communication program and the method of informing personnel of the hazardous communication program. Include attendance sheets of hazard communication meetings.
3. When performing work that generates airborne crystalline silica, include engineering and work practice controls to limit exposure levels to at or below the permissible exposure limit according to 29 CFR 1910.1000 Table Z-3. Ensure that the program includes employee training and respiratory protection measures according to 29 CFR 1910.134 and control of the area when the permissible exposure limit is exceeded. Provide a trained and competent person, according to 29 CFR 1926.30, within the Project Limits at all times when performing work that produces airborne crystalline silica.

m. **Additional Requirements.** Provide additional procedures for Project specific topics including:

1. Compressed gas cylinders.
2. Confined spaces.
3. Cranes.
4. Electrical.
5. Equipment operators.
6. Fall protection.
7. Hand and power tools.
8. Hearing conservation.
9. Highway safety.
10. Lead.
11. Lock out/tag out.
12. Materials handling, storage, use, and disposal.
13. Night work.
14. Personal protective equipment.
15. Project entry and exit.
16. Respiratory protection.
17. Sanitation.
18. Signs, signals, and barricades.
19. Subcontractors.
20. Trenching.

The Contractor is responsible for implementing, monitoring, updating, and revising the safety program until Acceptance. Submit updates and revisions to the safety program to the County for approval when new information, new practices or procedures, or changing site and environmental conditions necessitate modifications to protect site personnel. Maintain a copy of the updated safety program, including the appropriate documentation associated with each element, within the Project Limits so that it is available to workers and other authorized persons entering the Project Limits. Provide program updates to County.

The Contractor is responsible for safety in all aspects, and as set forth in the Insurance and Indemnification Agreement, shall defend and indemnify the County for any failure or breach to comply with the rules, regulations, standards, and guidelines in effect at the time the Work is in progress, of OSHA, and other applicable Federal, State, and local regulatory agencies having jurisdiction pertaining to the Contractor's safety program.

## **CHANGE ORDERS:**

All change order requests shall be submitted by the contractor to the Owner's Representative or County Project Manager. Changes must be reviewed and authorized in accordance with P. L. 2017, c. 317, N.J.S.A. 40A: 11-16.7 et seq., as applicable, and N.J.A.C. 5:30- 11 et seq. The following rates shall apply in computing indirect costs and profit for adjustments in situations not involving differing or changed conditions covered by P.L. 2017, c. 317, N.J.S.A. 40A: 11-16.7 et seq. When the contract time is increased as a result of a change, the resulting change in contract amount will include the indirect impact cost of extended performance, computed in accordance with the terms of this article, and no further consideration of such costs arising from the specific modification will be given. The percentages for overhead and profit shall be negotiated and may vary according to the nature, extent and complexity of the work involved. The percentages shall be applicable for deleted work as well as additional work. When a change consists of both added and deleted work, the applicable percentages shall be applied to the net cost or credit. In any event, the percentages shall not exceed the following:

a. Overhead will be the sum of:

- (1) 15 percent of direct labor costs. NOTE: For the purpose of this article, the term "direct labor" shall include all foremen, equipment operators and skilled, semi-skilled and common laborers directly assigned to the specified operation. The term "direct labor costs" shall consist of the contract or actual payroll rate of wage per hour and fringe benefits paid for each and every hour that such employees are actually engaged in the performance of the work.
- (2) 15 percent of direct material costs. NOTE: For the purpose of this article, the term "direct material costs" shall consist of the actual costs of the materials including applicable tax and transportation charges.

- b. For rented equipment, an hourly rental rate will be used which will be determined by using the monthly rental rates taken from the current edition of the Rental Rate Blue Book for Construction Equipment and dividing it by 176. An allowance will be made for operating costs for each and every hour the equipment is actually operating in accordance with the rates listed in the aforesaid Rental Book. The contractor will be allowed only 65 percent of the rental rate on contractor-owned equipment.
- c. Bond premiums, insurance, payroll taxes, and travel subsistence, if applicable, will be allowed at actual cost for the equitable adjustment allowed.
- d. The prime contractor's profit on the subcontractor's work will be six percent of the subcontractor's costs. Subcontractor indirect costs will be computed in the same manner as for the prime contractor. The prime contractor agrees to incorporate this article in each of its subcontracts. NOTE: When more than one tier of subcontractors exists, for the purpose of markups, they shall be treated as one subcontractor.
- e. A profit of six percent, where profit is allowable by the terms of the applicable contract provision, shall be added to the contractor's total cost for the equitable adjustment allowed. Indirect costs will not be duplicated in direct costs.
- f. The General Contractor shall bill unit costs based upon the unit cost proposal provided with the bid.