

RESOLUTION NO. 27-17
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Bue Serr ON THE 15th
DAY OF May, 2017

A RESOLUTION ACCEPTING THE BID SUBMITTED BY KONE, INC. OF WEST CHESTER, OHIO FOR THE PERFORMANCE OF THE CITY MUNICIPAL BUILDING ELEVATOR MODERNIZATION – 2017 PROJECT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT IN CONNECTION THEREWITH.

WHEREAS, the City of Centerville advertised for bidders for the performance of the City Municipal Building Elevator Modernization – 2017 project according to specifications prepared by the City, and

WHEREAS, KONE, Inc. of West Chester, Ohio was the low and best bidder.


NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the bid submitted by KONE, Inc. of West Chester, Ohio for the performance of the City Municipal Building Elevator Modernization – 2017 project for the City of Centerville for a bid price of \$148,525.00, is hereby accepted, a copy of which is attached hereto, incorporated herein, and marked Exhibit “A”.

Section 2. That the City Manager is hereby authorized to do all things necessary to execute a contract with KONE, Inc. of West Chester, Ohio for the purchase of the equipment and services as stated above and subject to the requested revisions to the terms and conditions contained in the letter dated May 2, 2017 from KONE, Inc. and attached hereto as Exhibit “B”.

Section 3. This Resolution becomes effective upon its adoption.

PASSED this 15th day of May, 2017.



Mayor of the City of Centerville, Ohio

ATTEST:

Carin R. Andrews

Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio hereby certifies that the foregoing is a true and correct copy of Resolution Number 27-15 passed by the Council of the City of Centerville, Ohio on the 15th day of May, 2017.

Carin R. Andrews

Clerk of Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.

Department of Law
Scott A. Liberman
Municipal Attorney

BIDDER'S PROPOSAL

CITY MUNICIPAL BUILDING ELEVATOR – 2017

Submitted by: KONE, Inc.

Having read the specifications and examined the drawings included herein:

**City Municipal Building Elevator – 2017 (Project BI-3-1-17)
City of Centerville, Ohio**

for the construction of said project in Centerville, Ohio, and having also taken into account all addenda issued, the undersigned hereby propose to furnish all materials and to perform all labor, as specified and described in the said Specifications and as shown in the Plans for the said work, for the following sums:

A. STATEMENT BY ALL BIDDERS:

The receipt of the following Addenda to the Contract Document (drawings and specifications) is hereafter acknowledged.

Addenda No. N/A Date N/A

Addenda No. _____ Date _____

Addenda No. _____ Date _____

B. CONTRACT PREPARATION INFORMATION

The bid shall be broken down as follows and the grand total shall be the sum of all items.

CITY MUNICIPAL BUILDING ELEVATOR MODERNIZATION – 2017 in accordance with attached specifications.

\$ 148,525.00
Price complete

Completion Date: Refer to bid document 26 weeks after contract award

Make/Model of elevator bid: KONE KCM831 Elevator Controller

Location of parts/service personnel for elevator bid: Dayton & West Chester Ohio

Are there any deviations to the standard specifications provided herein? (Note: If your bid proposes 'an approved equal', you must submit a deviation sheet.)

YES _____ NO X _____. Any deviations to the specifications must be listed on a separate page and submitted with the bid.

BIDDER'S PROPOSAL CONTINUED

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NOTES:

Project completion date, location of parts/service (travel time for service technician) and / or deviations may be a consideration in the award of this contract.

For any information needed, not contained herein, contact Doug Spitler, Public Works Director, at (937) 428-4782 or Marty Tackett, Public Works Supervisor (937) 428-4783.

Bidders shall complete the information below and sign the bid. Failure to sign the bid shall result in rejection of the bid.

Bid submitted by: Ryan Schenk
printed name


signature

Company Name: KONE, Inc.

Address: 6323 Centre Park Drive
West Chester, OH 45069

Telephone No.: 513-755-6195 Fax No. 513-755-6097

E-mail ryan.schenk@kone.com

Federal Tax ID number: 36-2357423

Contact if other than individual submitting bid: Same
printed name

KONE, Inc.
Cincinnati Office



May 2, 2017

City of Centerville
100 West Spring Valley Road
Centerville, OH 45458

Re: City Municipal Building Elevator Modernization - 2017

KONE Inc.

6323 Centre Park Dr
West Chester, OH 45069
Tel (513) 755-6195
Fax (513) 755-6097
www.kone.com
ryan.schenk@kone.com

KONE appreciates this opportunity to provide our solutions and pricing for elevator modernization at the Centerville Municipal Building. Our local project team is very knowledgeable regarding this equipment and the facility having serviced your elevator continuously over the past 31 years.

KONE's stated pricing is based on the following clarifications:

- KONE assumes space will be provided onsite for storage of material and toolboxes. If adequate space is not available, we assume a Conex container will be provided and located close to the rear entry door.
- KONE assumes all work can be performed during regular working hours.
- The final State of Ohio inspection fees will be paid by the City of Centerville as this is billed direct to building owners. KONE will apply and pay for the alteration permit upfront.
- KONE will bill for thirty percent (30%) of the agreement amount upon contract acceptance as material down payment. Monthly progress bills will be issued thereafter until project completion to cover labor expended, subcontractor services and materials stored.

Terms & Conditions:

- Consequential Damages - In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to the contract.
- Liquidated Damages/Penalties (Section 5) - Combined liquidated damages specified in Section 5 shall not exceed \$100 per day. In no event shall cumulative liquidated damages exceed 5% of contract value.
- Insurance (Section 4.4.02.001) - KONE shall provide an Owners and Contractors Protective Liability Policy, which lists The City of Centerville, its officials, agents, employees and volunteers as Named Insured. This policy shall remain in effect until KONE's Work is completed and accepted by the City of Centerville. Limits to be \$2,000,000. KONE agrees to maintain Products and Completed Operations coverage for a period of three (3) years after the contract.

- Waiver of Subrogation (Section 4.4.04) - KONE shall provide a conditional waiver of subrogation, wherein the waiver shall not apply in the event of the City of Centerville's negligence.
- Insurance (Section 4.4.06) - KONE is unable to provide copies of its insurance policies. In lieu of providing full policy copies, KONE can provide the Schedule of Forms and Endorsements from all required insurance policies upon written request. The Schedule of Forms and Endorsements provides a listing of all forms and endorsements in each respective policy. The form number as well as the title of the form are included.
- Hazardous Material - Notwithstanding anything contained to the contrary within this bid or contract, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM) or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the City of Centerville's sole responsibility and expense.
- Section 5.4: The \$100 fee for non-compliance with clean-up shall only be assessed if KONE hasn't complied after first being provided with a 24-hour cure period.

Best Regards,
KONE, Inc.


Ryan Schenk
Account Executive