



375 Essjay Road, Suite 200, Williamsville, New York 14221
P 716.688.0766 F 716.625.6825

ADDENDUM NO. 3

CATTARAUGUS COUNTY
LITTLE VALLEY COUNTY CENTER
ELEVATOR IMPROVEMENTS

OCTOBER 6, 2022

OWNER

CATTARAUGUS COUNTY DPW
8810 Route 242
Little Valley, NY 14755

ARCHITECT/ENGINEER

Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, Inc.
375 Essjay Road
Suite 200
Williamsville, NY 14221
Phone: 716-688-0766
Fax: 716-625-6825

Project No. 307670

This Addendum is being issued to clarify the bid documents and shall supersede and supplement all portions of previously issued bid documents with which it conflicts. It shall be made an integral part of the construction documents.



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Project Cattaraugus County Little Valley County Center
Elevator Improvements

Addendum No. 03
Contract GC-55
M-56
E-57

Wendel Project No. 307670

Date October 6, 2022

ARTICLE - 1

DRAWING NO. _____
SPEC SECTION Bid Form #55 General Construction

DELETE: Bid Form DPW Bid #55 General Construction Contract.
ADD: Bid Form DPW Bid #55 General Construction Contract attached as part of this addendum which removes Long Term Maintenance (for future to be issued under separate cover).

ARTICLE - 2

DRAWING NO. _____
SPEC SECTION 140120

DELETE: Specification Section 140120 – Maintenance of Elevators.
ADD: Specification Section 140120 – Maintenance of Elevators attached as part of this addendum which removes Long Term Maintenance (for future to be issued under separate cover)

ARTICLE - 3

DRAWING NO. _____
SPEC SECTION 142100

Item 1.6 WARRANTY / MAINTENANCE SERVICES
B. Maintenance Coverage
C. Long Term Maintenance

REVISION: 1) Long term full comprehensive maintenance and related services will be requested by the Owner at a future date under separate cover.

DELETE: 2) Costs related to long-term maintenance shall NOT be included in the base bid quotation & indicated on the bid form in the space provided.

**BID FORM
DPW BID #55
GENERAL CONSTRUCTION CONTRACT**

To: John Searles
Cattaraugus County
303 Court Street
Little Valley, New York 14755

In compliance with your Advertisement for Bids, the undersigned:

(Name of firm, partnership or Corporation)

hereby proposes to furnish all supervision, labor, materials, plan, tools, equipment, transportation, overhead and profit, and other facilities related to, proper, for or incidental to the project at the Little Valley County Center Elevator Improvements, Little Valley, New York, in strict accordance with the Project Manual dated September 1, 2022 and the Drawings mentioned therein, and including any subsequently issued addenda for consideration of the following Lump Sum amount:

TOTAL LUMP SUM BID AMOUNT (INCLUDING MAINTENANCE):

DOLLARS: (\$ _____)

WORDS: _____

ALTERNATE #1 – Elevator Contractor Accelerated Schedule

DOLLARS: (\$ _____)

WORDS: _____

MAINTENANCE AGREEMENT:

INSTALLATION AND 1-YEAR WARRANTY DOLLARS: (\$ _____)

ELEVATOR MANUFACTURER AND TYPE (in words):

MAIN MACHINE: _____

CONTROL SYSTEMS: _____

PROPOSED EQUIVALENTS

The Contractor has included in the Base Bid the following kinds, types, brands, or manufacturers of materials in lieu of those named in the specifications. The Contractor understands that he includes these proposed equivalent items in the Base Bid at his own risk, as they are subject to the approval for the Architect. The Contractor certifies that the following constitute the extent of proposed equivalent items included in the Base Bid are those named in the specifications.

<u>ITEM</u>	<u>SPECIFICATION SECTION & PARAGRAPH(S)</u>	<u>PROPOSED EQUIVALENT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACH ADDITIONAL PROPOSED EQUIVALENT ITEMS TO BID FORM.

The Bidder agrees that this Proposal shall be good and may not be withdrawn for a period of forty-five (45) calendar days from the date of Bid opening. Furthermore, the undersigned will, within ten (10) days of written notice of acceptance of this bid, execute a contract in the form specified and submit specified Performance and Payment Bonds.

The Bidder understands that the Owner specifically reserves the right to reject any and all Bids and to waive any informality therein.

The undersigned agrees to complete the work in accordance with the time period specified in the Supplementary Instructions to Bidders.

Addendum Receipt: The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

Submittals as required by the Instructions/Supplementary Instructions to Bidders, shall be completed and delivered to the Architect, by the two (2) low bidders, with three (3) working days after the Bid opening.

Dated _____, 20__

Legal name of person, partnership or corporation

Sign Bid Here) By:

Name and Title

Legal Business Address:

Street

City and State

Phone Number

October 6, 2022



Little Valley Court House
303 Court Street, Little Valley, NY
Elevator Maintenance Specifications
Two (2) Traction Elevators



Prepared by
VDA
145 West 30th Street, 4th Floor | New York, NY 10001
Phone: 212-868-9090 | Fax: 212-868-9099
Email: glegregni@vdassoc.com

VDA No. 65629

SECTION 14 01 20

OWNERS FORM OF VERTICAL TRANSPORTATION

MAINTENANCE SPECIFICATIONS

FULL COVERAGE

FOR

TWO (2) TRACTION ELEVATORS

AT

LITTLE VALLEY COUNTY BUILDING

303 COURT STREET

LITTLE VALLEY, NEW YORK

DATE: October 6, 2022

VDA No. 65629/

Elevator Contractor _____

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EXHIBIT “A” 47

DIVISION 14 – CONVEYING EQUIPMENT

14 00 00 Conveying Equipment

14 01 00 Maintenance of Conveying Equipment

14 01 20 – Maintenance of Elevators – Full Coverage Contract and Specifications

_____ (hereinafter called the Contractor) shall furnish services to _____ hereinafter called the Purchaser's or Owner's Agent/Designee or Representative) on the following vertical transportation systems and related equipment located at the Little Valley County Building @ 303 Court Street, Little Valley, NY:

PART 1 - GENERAL CONDITIONS

1.1 INTENT

- A. The purpose of this specification is to state and define the required interim and guarantee maintenance and repair services to be provided by the contractor for vertical transportation systems identified.
- B. It is the intent of this specification to ensure all requirements, procedures, tests, inspections, service practices, component repairs, equipment renewals, system adjustments, filing procedures and recording documentation as referenced, mandated or otherwise implied herein are all inclusive, and to guarantee to the Purchaser that absence or omission of a particular item of work, service or procedure shall not alleviate the Contractor of the sole responsibility to provide such labor, expertise, materials, equipment, services or other procedures applicable to the agreement and practical requirements unless same is specifically excluded or prorated herein.
- C. Minimum standards and requirements for services to be rendered shall be performed in accordance with the O.E.M specifications, Maintenance Control Program and relative time periods. Where there is no specific requirement for a preventive maintenance procedure, the original equipment manufacturer (O.E.M.) standard shall be employed unless there is no relative documentation available. The absence of both a contract requirement herein and the O.E.M. design standard shall cause the contractor to engage the services of a qualified engineer to formulate the relative standards and incorporate same as an addendum to this agreement with the Professionals' Seal and Stamp.

1.2 DEFINITIONS OF TERMS

- A. The term "Purchaser" or "Owner," as used herein, refers to the person, organization, corporation, or other entity representing building ownership and the relative responsibilities under this contract.
- B. The term Purchaser's or Owner's "Agent," "Designee," "Representative" or references of similar import, as used herein, refers to any outside agent hired or retained by the Owner(s) for the

purpose of providing management services that has been deemed a legal representative of the Owner(s) or any person designated by the Owner(s) as the legal representative of the Owner(s) for the purpose of coordinating and purchasing this contract.

- C. The term “Property Manager” as used herein is an individual or company that is hired to oversee the day-to-day operations of a unit of real estate.
- D. The term “Authority,” “Governing Authority (GA),” “Authority Having Jurisdiction (AHJ),” or references of similar import, as used herein, shall mean the local government agency responsible for enforcement of vertical transportation safety codes and local laws or their designated representative, private inspection agency, consultant or other licensed designee.
- E. The term “Contractor,” “Elevator Contractor” or “Vendor” as used herein, refers to any persons, partners, firm, corporation or officer(s) of such companies having an agreement with the "Purchaser / Owner" to furnish qualified labor and materials for the execution of the services and maintenance work described herein.
- F. The term “Subcontractor,” as used herein, refers to any persons, partners, firm, or corporation having materials and/or labor for the execution of the work herein described.
- G. The term “Consultant,” as used herein, refers to VDA.
- H. The term “Agreement,” “Contract” or “Contract Documents,” as used herein, consists of this specific document, pages 1 to 48; and any alternates, addenda, or substitutions as may be referenced under exhibits or riders approved by the parties for the final execution of the Agreement.

1.3 ABBREVIATIONS AND SYMBOLS

- A. Abbreviations for associations, institutions, societies, reference documents and/or governing agencies, which may appear in the Contract Document, shall mean the following:

ADA	Americans with Disabilities Act
AHJ	Authority Having Jurisdiction
AIA	American Institute of Architects
ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
BOCA	Building Officials and Code Administrators International, Inc. (Basic National Building Code)
EPA	Environmental Protection Agency
GA	Governing Agency
NEC	National Electrical Code
OSHA	Occupational Safety and Health Administration

1.4 COVERAGE

- A. The entire vertical transportation system(s) shall be maintained as hereinafter described, in accordance with the following detailed terms. Trained employees of the Contractor will use all

reasonable care to keep the systems in proper adjustment and in safe operating condition, as specified herein and in accordance with all applicable codes, ordinances and regulations.

- B. The specifications are written in the singular with the understanding identical work, materials and equipment shall be provided for all vertical transportation units identified unless otherwise specified.
- C. With the exception of only those items specifically identified as being performed by others, the contract specifications are intended to include all engineering, material, labor, testing, and inspections needed to achieve work specified by the contract. Inasmuch as it is understood that any incidental work necessary is also covered by the contract specifications, the contractor is cautioned to familiarize himself with the existing equipment and job site conditions. Additional charges for material or labor shall not be permitted subsequent to execution of the Contractual Agreement for work, services or procedures covered herein.
- D. Maintenance coverage shall include, but is not limited to, preventive services, call-back services, inspection and testing services, repair, and/or direct replacement component renewal procedures.

1.5 HOURS OF WORK

- A. All scheduled work shall be performed during regular working hours of the regular working days of the elevator trade, 8:00 A.M. to 4:30 P.M., Monday through Friday, except union designated holidays. Contractor shall provide a list of union designated holidays to the Purchaser.
- B. Scheduled repairs and/or other major adjustment procedures necessitating removal of an elevator for an extended period of time must be scheduled through the Purchaser or Owner Designee.
 - 1. Owner retains the right to have such work completed during overtime hours with the understanding the Contractor shall pay for the regular labor portion and the Owner's / Purchasers' extraordinary obligation is extra premium labor costs only.
 - 2. Emergency Callback services shall be provided twenty-four (24) hours per day, seven (7) days per week including weekends and holidays as further specified herein.

1.6 SOLE RESPONSIBILITY

- A. The maintenance work shall be performed only by Qualified Technicians and Mechanics directly employed and supervised by the Contractor, who are experienced and skilled in maintaining vertical transportation units similar to those to be maintained under this Contract. Where required, the Qualified Technicians and Mechanics shall be Certified and/or Licensed in the Jurisdiction where the work will be performed. Contractor responsibilities shall not be assigned or transferred to any agent or subcontractor without the express consent of the Owner's Designee or Purchaser.
- B. It is mutually agreed that the Contractor shall not be under any obligation hereunder to make any repairs or replacements except those incidental to the normal operation of the machinery, and that the Contractor is not required under this Contract to make repairs or replacements necessitated by reason of malicious damage, fire, including non-elevator component electrical fire, which are the result of causes beyond Contractor's control. All repairs, if necessitated by this paragraph, will be performed at a fee not to exceed the agreed upon rate in effect at the time service is performed.

1. It is mutually agreed that the Contractor shall make any and all repairs or replacements damaged by Contractor's improper repair, negligent or willful acts or omissions at contractor's expense.

1.7 COMPENSATION

- A. Payment of interim and guarantee maintenance is included in the base bid.
 1. **Payment for Emergency Call-back services shall be included in the fixed monthly lump sum price for services rendered twenty-four (24) hours per day, seven (7) days per week, without extra charge to the Purchaser / Owner.**

1.8 EXTRA WORK

- A. The Contractor is required to provide separate materials, supplies, equipment, and personnel for Extra Work when such is deemed necessary by the Owner or Manager. Extra Work as used herein shall be defined as work which differs from that expressly or implied as required in these Specifications in their present form.
- B. Compensation for such Extra Work shall be determined by mutual agreement between the Owner and the Contractor on a lump sum basis. However, should the parties fail to reach such an agreement, the Contractor's compensation shall be increased by the following amounts and such amounts only:
 1. In the case of approved Extra Work performed by the Contractor's personnel, an amount for labor equal to the applicable labor rate(s) specified in herein shall be used for compensation. Material compensation shall be an amount equal to the actual net cost of the material required plus ten percent (10%) of such net material cost.
 2. In the case of Extra Work performed by a Subcontractor, an amount equal to the actual net cost in money of the labor and materials required for such Extra Work, plus ten percent (10%) of such net cost.
- C. As used in this numbered clause (and in this clause only):
 1. "Labor" means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work "required for Extra Work" and as to the portion of their time allotted to Extra Work; and the agreed upon billing rate.
 2. "Net Cost" shall be the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, core charges, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) on all parts, shop services and materials purchased by the Contractor solely for the use in performing its obligation hereunder provided, such purchase has received the prior written approval of the Owner as required herein. The Contractor shall promptly furnish to the Owner such bills of sale and other instruments as may be required by it, executed, acknowledges and delivered, assuring to it title to such materials, supplies, equipment, parts, and tools free of encumbrances.

3. "Materials" means temporary and consumable materials as well as permanent materials; and "cost of materials" means the price (including taxes actually paid by the Contractor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased from the manufacturer, producer or dealer (or if the Contractor is the manufacturer or producer thereof, the reasonable cost to the Contractor of the manufacture and production), plus the reasonable cost of delivering such materials to the Site of the Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any.
4. The Contractor shall submit all reports, records and receipts as are requested by the Agent so as to enable him to ascertain the time expended in the performance of Extra Work, the quantity of labor and materials used therein and the cost of said labor and materials to the Contractor.
5. The provisions of this Contract relating generally to Work, and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its performance shall also apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.
6. Itemized invoices for compensation due for Extra Work shall be submitted separately to the Property Manager for each authorized Extra Work item or approved lump sum proposal.

1.9 OWNER AND DUTIES OF THE OWNER'S REPRESENTATIVE

- A. In the performance of this Contract, the Contractor shall conform to all orders, directions and requirements of the Owners Representative and shall perform to the satisfaction of the Owners Representative at such times and places, by such methods and in such manner and sequence as they may require, and the work shall be at all stages subject to their inspection. The Owners Representative shall determine the amount, quality, acceptability, and fitness of all parts of the Work and shall interpret the Specifications and any orders for Extra Work. The Contractor shall employ no equipment, materials, methods, or persons to which the Owner's Representative objects. Upon request, the Property Manager/Owner's Representative shall confirm in writing any oral order, direction, requirements, or determination.

1.10 NOTICE BY AUTHORITY OR COMPANY TO REPAIR OR REPLACE

- A. The Contractor shall comply with all written recommendations of the governing authority or independent inspectors, consultants and insurance carriers employed by the Owner. However, Contractor is not required under this Contract to install new attachments or other parts and different from those now constituting the equipment, as recommended, or directed by insurance companies, Government Authorities, or otherwise.

1.11 OWNER ACCESS TO RECORDS

- A. The Owner shall have access to all records pertaining to invoices for time and material work. The

Contractor shall obtain for the Owner similar access to similar records and documents of Subcontractor's. Such access shall be given or obtained both before and within a period of one year after Final Payment to the Contractor; provided, however, that if within the aforesaid one year period, the Owner has notified the Contractor in writing of a pending claim by the Owner under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of his Subcontractor's relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the date of Final Payment with respect to the records and documents involved.

- B. No provisions in this Contract giving the Owner a right of access to records and documents is intended to impair or affect any right of access to records and documents which the Owner would have in the absence of such provision.
- C. Said documents and books of accounts shall be maintained by accordance with generally accepted accounting principles and shall be subject, at all times during the period referenced by the immediately preceding paragraph, to examination and audit by the Owner or its designated representatives during regular business hours. The Contractor shall also obtain for the Owner similar access to such records, documents, and books of account of his Subcontractor's as are referenced in this numbered clause.

1.12 CONTRACTOR'S WARRANTIES

- A. The Contractor represents and warrants:
 - 1. That it is financially solvent, that it is experienced in and competent to perform the type of services contemplated by this Contract, that the facts stated and shown in any papers submitted or referred to in connection with this Contract are true, and if the Contractor is a corporation, that it is authorized to perform this Contract;
 - 2. That it has carefully examined and analyzed the provisions and requirements of this Contract and inspected the Site of the Work, that from their own investigations has satisfied themselves as the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to them for such examination, analysis, inspection and investigation was adequate prior to acceptance of this Contract;
 - 3. That the Contract Documents are feasible of performance in accordance with all its provisions and requirements and that they can and will perform it in strict accordance with such provisions and requirements.
 - 4. That no officer, agent, or employee of the Owner is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder.
 - 5. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Owner, its commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (3) the general or local conditions which may in any way affect this Contract or its performance; (4) the price of the Contract; or (5) any other

matters, whether similar to or different from those referred to immediately above, affecting or having any connection with this Contract.

- B. Moreover, the Contractor accepts the conditions at the Site of the Work as they may be found to exist and warrants and represents that they can and will perform the Contract under such conditions and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at their own cost and expense, anything in this Contract to the contrary notwithstanding.
- C. The Contractor further represents and warrants that they were given ample opportunity and time and by means of this paragraph were requested by the Owner to review thoroughly all documents forming this Contract in order that they might request inclusion of this Contract of any statement, representation, promise or provision which they desired or on which they wished to place reliance; that they did so review said documents, that either every such statement, representation, promise or provision has been included in this Contract or else, if omitted, that they expressly relinquish the benefit of any such omitted statement, representation, promise or provision and are willing to perform this Contract without claiming reliance thereof or making any other claim on account of such omission.

1.13 BREAKDOWN, MALFUNCTION OR DAMAGE

- A. Immediately upon the Contractor's discovery of any damage or signs of disrepair, mechanical breakdown or malfunction of, or cracks or breaks in any item to be repaired hereunder, they shall advise the Owners Representative and the Contractor shall place such "Out of Order" or warning signs as are appropriate with necessary barricades or other required protection as directed by the Owners Representative. Such signs will be furnished by the Contractor upon request of the Owner and shall remain in place until necessary repairs are completed.

1.14 TRASH REMOVAL

- A. The Contractor shall arrange to dispose of all liquid and solid refuse produced under this agreement in a lawful, safe, and efficient and manner in accordance with EPA regulations and subject to the prior approval of the Owner's Representative at no cost to the Owner.
- B. The Contractor shall remove daily from the building, all garbage, debris, and other waste materials (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste materials not immediately removed shall be temporarily stored in a clean and sanitary condition, approved by the Owners Representative, in suitable garbage and waste receptacles, also approved by the Owners Representative and shall be kept covered except when filling or emptying them. The Contractor shall exercise care in removing such garbage, debris, and other waste materials from the Building. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Owner. No equipment or facilities of the Owner shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged, or disposed into or upon the streets bounding the Site of Work.

1.15 GRATUITIES/LOST AND FOUND

- A. No personnel employed in performing the Work shall solicit or accept gratuities, for any reason whatsoever, from passenger, tenants, customers, or other persons at the Site of the Work. Any articles found by such employees at the Site of the Work shall be immediately turned over to the office of the Property Manager. The Contractor shall instruct their employees (and shall cause any Subcontractor's to instruct their employees) in the provision of this clause.

1.16 USE OF PATENTED MATERIALS

- A. The right to use all patented material, composition of matter, manufacturers, apparatus, or appliances required in connection with this Contract shall be obtained by the Contractor without separate or additional compensation.
- B. The Contractor shall indemnify the Owner and their agents against and save them harmless from all loss and expense incurred in the defense, settlement or satisfaction of any claims in the nature of patent infringement arising out of or in connection with the Owner's use, in accordance with the preceding paragraph of this numbered clause, of such patentable subject matter or patented material, composition of matter, manufacturers, apparatus or appliances. If requested by the Owner, and if notified promptly in writing of any such claim, the Contractor shall conduct all negotiations with respect to and defend such claims without expense to the Owner.

1.17 GENERAL OBLIGATIONS

- A. Except with the prior written approval of the Owner, or as specifically authorized or required elsewhere herein, the Contractor shall not erect, maintain, or display any signs, posters, or advertising at the Site of the Work. Interior signs affecting public safety and security shall be in accordance with guidelines established by the Owner and shall be subject to the approval of the Property Manager.
- B. In order to effectuate the policy of the Owner, the Contractor shall comply with all provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations and orders which affect the Contract and the performance thereof, except where stricter requirements are contained in these Specifications, in which event the latter requirements shall apply. The Contractor shall apply for any permits, licenses, or variances in the name of or on behalf of the Owner, where required by law or by the immediately preceding sentence shall obtain express written approval from the Governing Authority.
- C. The Contractor shall provide qualified labor or other assistance on behalf of the Owner for work performed by other trades, professionals, inspectors, and Property Manager's personnel when conditions warrant or upon request of the Owner. The Property Manager shall approve all requests for the Contractor's labor assistance and, when applicable, shall approve requests for additional compensation by the Contractor under "Extra Work" provisions included herein.

1.18 COMMUNICATION

- A. **CUSTOMER REPRESENTATIVE:** A representative of the Contractor will be available to discuss with Manager the elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, proper use, and care of the Units.
- B. **REPORTS:** Contractor shall provide when requested, detailed reports of the previous months activities including details by unit of all callbacks, repairs, testing, preventive maintenance along with dates, reason for car out of service, time taken out of service, task performed (PM, callback, repair, etc.), resolution to any problems, time placed back in service, total time out of service and a listing of all credits to be issued as a result of non-compliance with the requirements of this specification.

1.19 SUBSEQUENT EQUIPMENT MODERNIZATIONS/ALTERATIONS/UPGRADINGS

- A. Full comprehensive service and repair coverage shall be included under the terms of this agreement when equipment and/or component systems represented herein are modified or upgraded.
- B. Such changes in equipment necessitating continuing full maintenance coverage may be initiated by the Owner under a separate voluntary extra cost upgrading agreement with or without this Contractor's permission or direct authorization and involvement before the work is performed.
- C. All non-elective changes or modifications necessitated due to obsolescence, parts unavailability or the Contractor's inability to maintain these systems in accordance with the contract specifications shall be fully covered under this agreement regardless of application, method or cost assignment for the life of the contract.
- D. Modernized or otherwise upgraded systems and parts thereof shall automatically be included under the terms of this full comprehensive agreement whether such components are specifically identified or not without extra cost to the Owner.

1.20 NOTICE BY AUTHORITY OR COMPANY TO REPAIR OR REPLACE

- A. The Contractor shall comply with all written recommendations of the governing authority or independent inspectors, consultants and insurance carriers employed by the Owner. However, Contractor is not required under this Contract to install new attachments or other parts and different from those now constituting the equipment, as recommended, or directed by insurance companies, Government Authorities, or otherwise.

1.21 RECORD KEEPING

- A. A complete permanent record of inspections, maintenance, adjustment, lubrication, and call-back service, including a Maintenance Control Program (MCP) shall be kept in the machine room or other designated location at the site of work, per the requirements of the prevailing local AHJ and/or ASME A17.1. These records are to be available to the Owner's Designee at all times. The records shall indicate the reason the mechanic was in the building, arrival and departure time, the

work performed, etc., and these records will be property of the Owner. Record keeping requirements shall include Contractor assigned maintenance personnel and scheduled preventive maintenance procedures, inspections, tests and third party assisted examinations. Records shall be kept on site for the life of the contract. Upon request at the termination, a copy of the records shall be provided to the Owner. The contractor will interface and utilize the Owners web-based maintenance software and shall maintain up to date records of all activities related to the elevators. The owner will provide all necessary system training.

1.22 RECORD DRAWINGS

- A. Contractor shall provide and maintain two (2) complete sets of updated electrical wiring diagrams and control schematic drawings on file with the building and they are to become the property of the Owner for each group and/or individual system.

1.23 REPORTS BY CONTRACTOR

- A. The Contractor shall, at any time during the term of this Contract, upon written request of the Owner, render a report of inspections, repairs or replacements made by the Contractor at the premises herein, itemized as to parts installed or services performed and supply samples of lubricants, compounds, or other materials employed.
 - 1. Contractor shall prepare and issue all required forms and/or reports relative to examinations, tests, and inspections as specified herein.

1.24 PRICE ADJUSTMENT

- A. Labor Contracts and Overtime:
 - 1. It is further understood and agreed that the Contractor shall furnish to the Owner in duplicate, a copy of their current labor contract and any subsequent labor contracts effective during the term of this Contract pertaining to his elevator maintenance personnel, and the Contractor further agrees to furnish any additional information concerning overtime charges to the Owner at any time upon request.
- B. Upon submission of proof, satisfactory to the Owner, that the Contractor's actual labor and/or material costs for performance of service have changed, the monthly price for service coverage shall be adjusted in an amount equal to the established variance based on the following formula:
 - 1. Eighty percent (80%) of the current fee shall be used to represent the labor portion of the contract.
 - 2. Twenty percent (20%) of the current fee shall be used to represent the material portion of the contract.
- C. The current labor portion of the contract shall be increased or decreased by the percentage of increase or decrease of the current straight-time hourly rate for a mechanic, compared with same rate used for the previous year's labor portion of the agreement.

1. The initial base labor cost amount is \$_____. This represents the cost of the maintenance Mechanic's hourly wage with associated cost fringe benefits. (No additional overhead or profit.)
- D. The current materials portion of the contract shall be adjusted based on the established monthly difference in the "Producer Commodity Prices for Wholesale Metals and Metal Products Index" as published by the United States Department of Labor, Bureau of Labor Statistics during the month within such adjustment occurs for comparison.
 1. Using _____ 20_____ as the base month, the material factor is _____. Date and Material Index

1.25 INSURANCE COVERAGE

- A. The Contractor refer to the Owner's insurance requirements as identified in the front end specifications, Section D, General Provisions.

PART 2 - PRODUCTS AND SERVICES

2.1 SCHEDULED PREVENTIVE MAINTENANCE LABOR

- A. Contractor shall provide scheduled systematic examinations, adjustments, cleaning and lubrication of all machinery, machinery spaces, hoistways and pits. The Contractor shall include a minimum of **Four (4) hours** per month, on site that is to be dedicated to routine preventive maintenance. **Owner/Managing agent shall be credited the hourly billable service costs for any hours not provided under this agreement per month on a per hour cost basis plus 15% for wear and tear as listed in Exhibit A.**
- B. The Contractor shall formulate its proposed schedule for the forthcoming month incorporating the "minimum" preventive maintenance requirements specified herein for all units.
- C. The schedule shall consist of the anticipated "out of service" times for each unit and the procedure to be performed.
- D. Deviations from this master schedule as desired by Contractor or mandated by other building and equipment conditions shall be reported to the Property Manager for approval.
- E. When conditions warrant or the Property Manager requests a revised schedule be submitted for the balance of the year, the Contractor shall prepare same incorporating the record history of preventive maintenance procedures accomplished prior to the revision.
- F. Prior to commencement of each site visit, the Contractor shall obtain a list of complaints or other recorded vertical transportation problems from the Management representative for building services.

- G. Corrective actions shall be implemented based on the severity of the complaint, required extra work repairs and scheduled maintenance procedures as approved by the Property Manager or Designee.
- H. Prior to leaving each site visit, the Contractor shall review with the Property Manager or Designee the corrective action taken on each item listed in "A" above. The Contractor shall provide a written report when requested.
- I. The Contractor shall assign a manager representative who shall be in charge of all Contractor personnel and services provided under this Agreement. The manager shall have the overall responsibility on a 24-hour, seven days per week basis.
- J. The Contractor shall assign a manager's assistant(s) or other representatives to ensure the Contractor is properly represented at all times, 7 days per week, 24 hours per day.
- K. The Contractor's manager, assistant manager, superintendent, supervisor and/or foreperson shall each be authorized by the Contractor to receive and put into effect promptly all orders, directions, or other instructions from the Owner's designated representatives when they are in charge of operations at the building, provided such instructions do not adversely affect the Agreement nor the safe operations of the equipment or the Contractor's personnel and public safety.
- L. The Contractor's manager representative shall formulate a chain of command and time schedule for approval by the Owner's representatives. During normal working hours, coordination of services shall be directed through an on-site representative or, when conditions warrant, a designated assistant.
- M. Requirements for scheduling procedures, recording events, personnel employed, or other documentation shall be the responsibility of the designated Contractor's representative when the manager or his assistant is not on site or available to fulfill the mandated requirements.
- N. If for any reason the Owner/Owners managing agent notifies the contractor that maintenance services are not allowed/required for any said month(s), the contractor shall not be penalized for not performing their required hours for that period.

2.2 MAINTENANCE OF ELEVATORS

- A. The Contract Sum includes compensation for all maintenance of all vertical transportation as set forth in this Agreement and such maintenance shall consist of the services outlined herein as a minimum. Incomplete descriptions and/or omissions shall not abrogate Contractor's responsibility to provide full comprehensive all-inclusive full coverage maintenance service.
 - 1. In performing complete maintenance, Contractor shall use all reasonable care to keep the vertical transportation systems in proper, safe, and efficient operating condition, twenty-four (24) hours per day, seven (7) days per week, including legal holidays. Contractor shall furnish all labor, materials, supplies, parts, equipment, temporary barricades, warning signs, and do all things necessary or proper for or incidental to such maintenance. Maintenance hereunder shall be deemed to include such removal and replacement of equipment and materials as may be necessary or desirable to afford access to the equipment for maintenance or repair. All maintenance shall be at least in accordance with the provisions of law, as well as with governmental rules, regulations, and orders applicable.

Whenever services are rendered under this Agreement, it shall be Contractor's responsibility to contact Owner to report the kind of service rendered.

2. Contractor shall maintain each device in proper adjustment for efficient smooth, and quiet operation. Vertical transportation equipment manufacturer's approved lubricants and cleaning materials or the equivalent approved by Owner shall be furnished by Contractor.
3. The preventative maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by this Agreement requires additional preventative maintenance for safe reliable operation, as specified by the manufacturer or by ASME A17.1 standards, Contractor shall perform the required additional preventative maintenance and all required testing without added cost to Owner.
4. Contractor shall perform maintenance service for each vertical transportation system at the minimum frequencies indicated hereunder, subject to a time schedule submitted to and approved by Owner, the AHJ code requirements and in accordance with ASME A17.1. The "Schedule of Inspections, Checks and Services", indicates the minimum maintenance routines required to be performed. Compensation for such maintenance routines shall be included in the Contract Sum. Any revisions of an agreed upon maintenance time schedule must have the prior written approval of Owner. Owner shall have the right to revise an established maintenance time schedule by giving Contractor notice and at no additional cost to Owner for work performed during regular working hours.
5. Schedule of Inspections, Checks and Services:
 - a. Prior to commencement of services, Contractor shall formulate a schedule for the forthcoming year incorporating the "minimum" requirements specified herein for all units in a format developed in accordance with the mandated ASME A17.1 Maintenance Control Program. (MCP) For Cart conveyors, Pflow lifts and other equipment that is not covered by ASME A17.1, the Contractor shall formulate a schedule in accordance with manufacturer's specifications and codes adopted by the AHJ for the specific equipment. In addition, a written MCP as outlined in A17.1 shall be provided to the Owner within ninety (90) days from the start of this contract.
 - b. This schedule shall consist of the anticipated "out of service" times for each unit and the procedure to be performed. Contractor shall furnish the required outage time and duration prior to the equipment being removed from service. The schedule and associated downtime shall be confirmed and accepted by Owner prior to commencement of the work. At no time shall a device be left offline for an extended period of time without prior approval from Owner.
 - c. Preventative maintenance and/or testing procedures for vertical transportation equipment shall be performed on one (1) unit at a time within the same site during the normal working hours of Contractor as approved by Owner.
 - d. Deviations from this master schedule as desired by Contractor or mandated by other Site and equipment conditions shall be reported to Owner for approval.
 - e. When conditions warrant or Owner requests a revised schedule be submitted for the balance of the year, the Contractor shall prepare same incorporating the recorded history of preventative maintenance procedures accomplished prior to the revision.
 - f. Contractor shall make as a minimum, the following scheduled inspections, checks and services to each of the vertical transportation systems and all of their individual components, and at the indicated frequencies as further specified:
 - g. Scheduled Requirements:
 - 1) See Owner - Investigate and correct all complaints.

- 2) Operate Vertical Transportation Systems: (From inside the car under normal operation.)
 - a) Check for any unusual noise or operation function.
 - b) Check floor stopping accuracy/leveling/pre-door opening.
 - c) Check alarm bell/stop switch.
 - d) Check door protection/operational appurtenances.
 - e) Perform necessary, immediate repairs/adjustments.
 - f) Check operating and signal equipment.
 - g) Check emergency communication system.

- 3) Machine Room and Secondary:
 - a) Observe controllers and relay panels. Check contactors for burning and wear. Inspect wiring and physical condition of components for deteriorations, heating, and contamination. Review hydraulic control valves and associated apparatus.
 - b) Motors and/or Generators - Check for proper lubrication of bearings. Inspect brushes and commutation with car in operation. Check each unit for noise, vibration, overheating and clearances between rotating elements and poles.
 - c) Hoisting Machines and Brakes - Check all lubrication provisions, empty drip pans, and wipe down equipment. Observe worm gears for back lash and thrust play where applicable. Inspect brake components for wear and operation. Observe physical conditions in standing and operating modes.
 - d) Drive Sheaves and Wire Ropes - Observe physical conditions in standing and operating modes.
 - e) Overspeed Governor and Auxiliary Sheaves - Check for any unusual noise, vibrations, or other physical deteriorations.
 - f) Perform necessary immediate repairs/adjustments.

- 4) Minimum Monthly (12 times a year)
 - a) Perform general inspection of machinery, traction motor, generator, brushes, gear box, pulleys, brakes, governor, selectors, or floor controllers. Lubricate as required.
 - b) Empty drip pans, discard oil, check reservoir oil level and add oil as needed.
 - c) Inspect and lubricate machinery, contacts, linkage, and gearing.
 - d) Clean and inspect controller, selectors, relays, connectors, contacts.
 - e) Ride car and observe operation of doors, leveling, reopening devices, and smoothness.
 - f) If rails are lubricated, check condition and lubrication. Service lubricators.
 - g) Check operation of all hoistway door interlocks.
 - h) Inspect all lighting associated with the vertical transportation systems, including, but not limited to pit lights, equipment room lights, shaftway lights, floor indication lights, car and hall station push button lights, interior and exterior direction lights, arrow lights, signal lantern lights,

underfloor lights, cab, entrance and roof lights. Replace as needed. The Contractor shall relamp all inoperative lights and so indicate in the checklist of the "Service Maintenance Form" specified hereinafter. Check all alarms and maintain in proper working order. In addition, all car lighting, indicator, and other incandescent lighting is to be relamped within the first two months of the Term and every year thereafter.

- i) Check fire service signals and operations and update monthly testing log.
 - j) Remove litter, dust, oil and other extraneous materials from all machine room equipment, door saddles and other areas of the elevators not accessible from elevator lobby.
 - k) Clean trash from pit and empty drip pans, discard oil. Examine plunger seals and correct excess leakage.
 - l) Confirm two-way communications is operable and clear communication to call center designated by Owner/Purchaser is functioning correctly within AHJ requirements.
- 5) Minimum Quarterly (4 times per year)
- a) Observe operation of vertical transportation systems throughout its full range and at all floors it serves to test controls, safety devices, leveling, re-leveling, and other devices.
 - b) Check door operation. Clean, lubricate and adjust brake checks, linkages, gears, wiring, motor, check keys, set screws, contacts, bells, chains and cams.
 - c) Inspect interior of cab. Test telephone or communication system, normal and emergency lights, fan, emergency call system or alarm, miscellaneous hardware, control panel and emergency lights.
 - d) Inspect hoistway and pit. Clean and lubricate equipment as required. Service guide rail lubrication.
 - e) Observe operation of motor, generator, brakes, governor, traction machinery and sheaves.
 - f) Test manual and emergency control applicable to systems.
 - g) Check oil level in car and counterweight oil buffers, oil hydraulic systems, add oil as required.
 - h) Visually inspect controller, selector, contacts, and relays. Check adjustments and replace contact as required.
 - i) Check hallway doors. Clean, lubricate and adjust tracks, hangers and upthrust, eccentrics, linkage, gibs and interlocks.
 - j) Clean, adjust and lubricate car door or gate tracks, pivots, hangers, car grille and stile channels.
 - k) See Owner. Correct all complaints and conditions recorded. Perform necessary immediate repairs and adjustments.
 - l) Operate Vertical Transportation Systems: (From inside the car under normal operations)
 - i. Check for any unusual noise or operation function.
 - ii. Check floor stopping accuracy/leveling/pre-door opening.
 - iii. Check alarm bell/stop switch.

- iv. Check door protection/operational appurtenances.
 - v. Check all operating and signal fixtures for illumination and audible functions.
 - vi. Check interior ventilation provisions, emergency lighting, light controls, and auxiliary equipment.
 - vii. Check and observe door operations. Inspect door alignment, guides and closing pressure. Adjust door timing features as required.
- m) Machine Room and Secondary:
 - n) Observe controllers and relay panels. Check contactors for burning and wear. Inspect wiring and physical condition of components for deteriorations, heating, and contamination.
 - o) Service and calibrate seismic switch.
 - p) Check all controller resistance tubes, grids and connections for obvious deficiencies.
 - q) Remove controller fuses. Clean fuses and holders.
 - r) Inspect selector and/or encoder drive components and operating functions. Lubricate components per the O.E.M. specifications.
 - s) Motors and/or Generators - Check for proper lubrication of bearings. Inspect brushes and commutation with car in operation. Check each unit for noise, vibration, and heating. Check brush tensioning and wear. Perform a visual inspection of armature, field coils and interpole windings, connections, leads and commutator risers for physical deteriorations and damaged insulation.
 - t) Hoisting Machines and Brakes - Check all lubrication provisions, empty drip pans, and wipe down equipment. Observe worm gears for back lash and thrust play. Inspect brake components for wear and operation. Check all machine component fastenings to include drive sheave and ring gear bolts, machine hold-downs, couplings, brake drum pulleys, isolation mounts and covers. Inspect brake linings and drum surfaces.
 - u) Drive Sheaves and Wire Ropes - Observe physical conditions in standing and operating modes. Inspect position of wire ropes in traction drive sheave grooves. Monitor rope slippage under normal operating modes. Inspect all speed monitoring and control apparatus.
 - v) Coded Belts - Observe physical conditions in standing and operating modes. Inspect position of coated belts in traction drive sheave grooves. Monitor rope slippage under normal operating modes. Inspect all speed monitoring and control apparatus as outlined by the O.E.M. Ensure any coated belt monitoring device is functioning properly.
 - w) Overspeed Governor/Auxiliary Sheaves - Check for any unusual noise, vibrations, or other physical deteriorations. Ensure seals and tags are properly affixed and legible. Lubricate governor(s), selector drives and auxiliary sheave components in accordance with O.E.M. specifications.
- 6) Car Top:

- a) Clean, lubricate and adjust master door operator when conditions warrant. Adjust clutch/vane to pick-up roller clearances.
 - b) Inspect car guides for wear and alignment. (Lubricate sliding shoe systems.) Adjust guide tensioning and observe operation.
 - c) Inspect car and counterweight cable hitches. Replace worn or noisy rollers. Adjust cab steadiers.
 - d) Inspect counterweight safety mechanism and component hitch connections.
 - e) Inspect counterweight derailment system.
 - f) Inspect counterweight assembly, alignment, and cable tensioning/wear.
 - g) Inspect door engaging equipment, car and shaftway door top track assemblies, safety interlock switches and operating linkages for physical wear, dirt, or other deteriorations. Clean, lubricate, repair, and adjust systems when conditions warrant.
 - h) Observe condition of upper slow-down, directional, and final limit switch devices.
 - i) Inspect wire rope or coated steel belt conditions and equalization at a minimum of six (6) points in shaftway.
 - j) Inspect hoistway landing, leveling, and encoding equipment for alignment, operation, and physical condition.
 - k) Inspect top of car operating station, emergency exit cover, work lighting, auxiliary safety switches, tapes, tape readers, and appurtenances.
- 7) Pit Area:
- a) Clean and lubricate governor tension sheave assembly. Check weighted clearance. Inspect cable condition.
 - b) Observe condition of buffer equipment and mountings, strikers, plates, switches and blocking.
 - c) Check stop switch and lighting provisions. Inspect and service oil hydraulic return systems.
 - d) Inspect compensation equipment. Lubricate applicable component parts and check electrical or other safety provisions for physical deteriorations.
 - e) Inspect bottom car guides for wear, alignment, and tensioning. Replace worn or noisy rollers.
 - f) Inspect bottom of car, safety mechanism, electrical traveling cables and component hitch connections.
 - g) Observe condition of bottom terminal slow-down, directional, and final limit switch devices, pit area and remove all trash and debris.
 - h) Check counterweight runby clearance.
- 8) Miscellaneous:
- a) Check all indicating lights, lanterns, gongs, audible and visible signals for proper operation.
 - b) Check all hall push buttons for proper operation.

- c) Verify that mandated emergency operation testing has been performed per local law requirements, governing authority regulations and as directed under this Agreement.
 - d) Record all inspection and lubrication procedures completed in machine room log and issue copy of check sheets or other recorded data to Owner with written recommendations for work procedures to be done by others or as an extra cost to Owner by Contractor.
- 9) Perform immediate repairs/adjustments. Notify Owner and schedule major procedures necessitating extended out-of-service time within forty-eight (48) regular working hours of the preventative maintenance inspection with Owner's prior consent and approval.
- 10) Minimum Semi-Annual (Two [2] times per year)
- a) Check leveling operation. Clean and adjust leveling switches, hoistway vanes, magnets, and inductors. Repair and/or adjust for proper leveling.
 - b) Inspect car-safety mechanism, clean and keep free of rust and dirt, and lubricate, as necessary.
 - c) Monitor sequence of operation and compare same to the O.E.M. design specification. Check and record individual car performance levels:
 - i. Door open cycle time.
 - ii. Door close cycle time.
 - iii. Long door non-interference dwell time.
 - iv. Short door non-interference dwell time.
 - v. Reduced door non-interference dwell time.
 - vi. Floor to Floor (Brake to Brake) time.
 - vii. Brake-to-Brake (Flight) time.
 - viii. Door closing pressure.
 - ix. Speed up direction.
 - x. Speed down direction.
 - d) Check fire control Phase I and II manual operations and signals to include Alternate Floor Recall.
 - e) Check all safety switches for doors, gates, or other passenger protection devices.
 - f) Ensure hoistway doors are properly aligned, set and self-closing.
 - g) Check emergency cab interior lighting system and communication device operations.
 - h) Check car door locking, safety switches and passenger protections for proper operation.
 - i) Observe vertical transportation system operation for quality of ride, acceleration, deceleration, noise, and floor stopping accuracy. Pre-opening, re-leveling or other operational features checked from inside each car.
 - j) Perform immediate minor adjustments or repairs to maintain O.E.M. performance standards.
 - k) Prepare a written report for all examinations performed and issue same to Owner.

11) Minimum Annual

- a) Check controllers and selectors. Clean with blower, check alignment of switches, relays, timers, contacts, hinge pins, and other controller components, adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays, settings, and operation of overloads. Clean and inspect fuses and holders and all controller connections. Verify operation of Seismic Protection Systems, Emergency Evacuation Systems and/or Battery Lowering and replace batteries, if needed.
- b) In hoistway, examine guide rails, cams and fastenings, hoist and governor wire ropes and counterweight. Inspect and test limit and terminal switches. Check and adjust car shoes, gibs or roller guides. Adjust or replace as needed. Lubricate hoist wire ropes in accordance with ASME A17.1.
- e) Clean all overhead beams, sills, bottom of platform, car tops and hoistway walls-
- d) Clean car light fixtures.
- e) Thoroughly clean car and counterweight guide rails using a nonflammable or high flash point solvent to remove lint, dust, and excess lubricant in accordance with ASME A17.1 prevailing standards and/or AHJ requirements.
- f) Thoroughly clean the machine room, pit, top and bottom of car and all other vertical transportation system components and areas.
- g) Dismantle machine brake assembly. Inspect all pivot pins, bushings, collars, sleeves, guides, bearings, or other operating apparatus for wear. Replace worn component parts, provide new spacers, washers, fittings, etc., to ensure unrestrictive operation. Readjust assembly in accordance with O.E.M. design criteria.
- h) Drain and flush machine housings, oil hydraulic storage tanks, bearings, and lubrication parts. Inspect all exposed equipment for wear. Replace worn or damaged bearings, seals, packings, and gaskets.
- i) Blow out or vacuum windings in rotational equipment, inspect apparatus for internal damages, overheating or other deteriorations. Clean and service contaminated brush riggings, inspect bearings and shafts for wear. Apply insulating varnish to exposed windings and ensure all leads, connections or other electrical apparatus are properly insulated. Inspect grounding provisions and take necessary actions to correct deficiencies. Adjust brush settings, compounding and/or other apparatus to ensure proper operation and efficiencies are maintained.
- j) Provide standby labor for emergency power testing including full operational functions.
- k) Record all Periodic Testing procedures completed under the annual preventative maintenance program per ASME A17.1 Part 8 Standards and issue Owner a report incorporating extraordinary repairs/adjustments necessary, suggested modifications, component upgrading or other recommendations for improved safety, reliability, and performance.
- l) Master Maintenance Schedule (ASME A17.1 Part 8 Standards):

- i. Prior to commencement of services, the Contractor shall formulate its proposed schedule for the forthcoming year incorporating the "minimum" requirements specified herein for all units.
- ii. The schedule shall consist of the anticipated "out of service" times for each unit and the procedure to be performed.
- iii. Deviations from this master schedule as desired by Contractor or mandated by other site and equipment conditions shall be reported to Owner for approval.
- iv. When conditions warrant or Owner requests a revised schedule be submitted for the balance of the year, the Contractor shall prepare same incorporating the recorded history of preventative maintenance procedures accomplished prior to the revision.

12) Bi-Annually (Every-Other-year)

- a) Perform a thorough shaft cleaning.

2.2 MAINTENANCE OF ELEVATORS

- A. At no additional cost to Owner, Contractor shall provide full comprehensive repair, replacement, adjustment, and related service coverage for all component systems including spare or replacement parts unless specifically excluded herein. Failure to provide a particular component, service or other procedure does not limit Contractor's obligation or liability to provide the necessary work or service.
 1. Contractor shall perform complete maintenance of the elevators ensure they may be operated safely in accordance with performance standards and other criteria specified in this agreement. Coverage shall be for twenty-four (24) hours per day, seven (7) days per week except for scheduled preventative maintenance and safety test procedures approved by Owner.
- B. Contractor shall furnish all materials, labor, supplies, parts, equipment barricades, warning signs, semi-permanent structures, or other apparatus necessary or proper for and incidental to maintenance procedures.
- C. Contractor shall be responsible for clearing and paying for any violations and fines related to the Equipment. Violations shall be cleared within the time limits imposed by the AHJ.
- D. Contractor shall be responsible for keeping the exterior of the machinery and any other parts of the equipment free from rust.
- E. The following list of equipment is provided as a means to establish the full comprehensive intent of this agreement. Coverage shall include all associated parts, apparatus and procedures whether specifically defined or not and shall include the necessary hoisting, rigging or other procedures required for execution of the repair, replacement, adjustment, and service of equipment covered under this agreement.

1. Automatic door systems, power operated door systems and manual door/gate systems complete
 - a. Power operator and engagement linkages
 - b. Car door top track and hanger roller assemblies.
 - c. Car doors and gate, eccentrics, stops, bumpers and related operating mechanisms for multiple speed or multiple panel doors and gates.
 - d. Car gates, bottom guides, retainers, fire stops, gibs, entrance sills and threshold plates, gate handles and protection guards.
 - e. Electrical safety switches and activation mechanisms, door protective and/or retracting devices, and power door operators.
 - f. Electromechanical safety interlock assemblies, related operating mechanisms, clutch, vane, or other master system engaging devices, linkages, zoned locking devices, and self-closing devices.

2. Car frame, platform and car safety devices complete
 - a. Crosshead, stiles, hitch plates, anti-spin devices, tie rods, supports and related structures.
 - b. Car guides, car rollers, shoes, stands, spindles, gibs, rollers and tensioning devices.
 - c. Sub-platform, under car platform fireproofing, car sills with support cradles, load weighing devices, top/side exit access operating/safety hardware, cab steadiers and electrical switches.
 - d. Car fans, blowers, and cab ventilation systems.

3. Hoisting machinery, and rotating power drives with mounting supports and beams, raised platforms and weighted foundations and structures complete
 - a. Geared traction and winding drum units, gearless traction, and related systems complete.
 - b. Worms, gears, shafts, couplings, drive sheaves, deflector sheaves, 2:1 sheaves, bearings, support/mounting apparatus, brake assembly, rotating elements and all associated castings, guards, retainers, and hardware.
 - c. Integral and free-standing brake units, drums, discs, pulleys, shoes, linings, pads, pins, sleeves, plungers, coils, caps, adjustment devices and hardware complete.
 - d. AC and DC motors, motor generators, rotating regulators and exciters; armatures, field coils, pole pieces, interpoles, commutators, brush riggings, brush holders, carbon brushes, stator windings, fan or other ventilation mechanisms, bearings, bushings, shafts, caps, packings, seals, junction boxes, leads, connectors and related wiring.

4. Controls, selectors, solid state power drives, encoding devices, transformers with related wiring, conduit, and circuitry complete
 - a. Relays, contactors, switches, capacitors, resistors, fuses, circuit breakers, overloads, power supplies, regulators, tach generators, arc shields, shunts, holders, and hardware.
 - b. Circuit boards, transmitters, encoders, transformers, rectifiers, transistors, solid state switching devices, insulators, timing devices, suppressors, and computer apparatus.

- c. Filters, fans, blowers, control cabinet air conditioning, wiring, studs, terminal blocks, plug connectors, CRTs or other diagnostic devices, keyboards, and printers.
 - d. Cabinets, frames, isolation pads, isolation transformers, chokes, diagnostic tools, status indicators, solid state, and hard wire circuitry.
 - e. Verify operation of Emergency Evacuation Systems annually and/or Battery Lowering and replace batteries, if required.
5. Car and counterweight safety systems
- a. Overspeed governors and electromechanical safety devices, wire ropes and tensioning devices with related hitch and connection apparatus complete.
 - b. Car and counterweight safety devices, drums, rods, linkages, clamps, and hardware.
 - c. Rope grippers and similar apparatus used for compliance with ASME A17.1 Rule 2.19
6. Hoistway and pit equipment
- a. Guide rails, fishplates, brackets, inserts and related hardware to include jack bolts or other special mechanisms for mounting and alignment.
 - b. Wire ropes, chains and cables with guards used for suspension, compensation, safety, and selector encoding with related hitch and connection hardware complete.
 - c. Corridor entrance top track and hanger rollers, toe guards, fascias, dust covers, sills, stops, bumpers, eccentrics, retainers, and bottom guides.
 - d. Overhead machine room, secondary and 2:1 wire rope sheaves, shafts, bearings, bushings, seals, mounting supports, lubrication devices, guards, and hardware complete.
 - e. Electrical wiring and conduit, electrical traveling cables, electrical limits, slow-downs, activating cams, switches, vanes, inductors, tapes, readers, leveling and encoding systems complete with all related hardware and wiring.
 - f. Compensation sheaves, shafts, frames, guides, switches, rollers, cams, guards, "S" hooks, guidance systems and all related hardware.
 - g. Counterweight assemblies, guides, rollers, stands, strike plates, safeties, and hitch devices.
 - h. Car and counterweight buffers, stands, strikes, blocking, platforms, extension devices, mounting hardware and appurtenances.
 - i. Pit safety switches, cable tensioning devices, access ladders, light switches, lighting assemblies, bulbs, and guards.
7. Operating and signal fixtures with electrical wiring
- a. Car operating panels, push buttons, stop switches, audible signals, keyed or other control switches, visual signals, jewels, and indicators with electrical wiring.
 - b. Car position indicators, riding lanterns, signal annunciators, visual and audible signals complete.
 - c. Corridor push button stations, hall lanterns, hall position indicators, keyed switches, access controls, electrical wiring and traveling cables complete.
 - d. Emergency lighting systems, emergency communication devices, and signal systems complete including batteries.

- e. Corridor and lobby fixtures with remote controls and operational monitoring devices, starter panels, emergency power selectors, telltale panels, location indicators, security controls and monitors.
 - f. Remote monitoring systems, controls, monitors, printers, and related apparatus.
8. Inspect all lighting associated with the vertical transportation systems, including, but not limited to pit lights, floor indication lights, car and hall station push button lights, interior and exterior direction lights, arrow lights, signal lantern lights, underfloor lights. Relamp as needed.

2.3 CLEANING

- A. The Contractor shall during the course of all examinations, remove and discard immediately all accumulated dirt and debris from the car top(s), upper and lower escalator machinery areas and pit area(s). Prior to each annual anniversary date of this Agreement, Contractor shall thoroughly clean down the entire hoistway and wellway of all accumulated dirt, grease, dust, and debris at a minimum each year.

2.4 PAINTING

- A. The Contractor shall keep the exterior of the machinery and any other parts of the equipment subject to rust properly painted, identified and presentable at all times. Motor windings and controller coils shall be periodically treated with proper insulating compound per O.E.M. recommendations or otherwise as needed. Painting of the machine room floor will be painted when both parties determine that the floor is in poor condition. The machine room floor shall be painted, when required, with a good quality deck enamel.

2.5 INSPECTIONS / TESTS

- A. The Contractor shall conduct Safety, Efficiency and Maintained Conditions surveys, inspections and tests as follows:
 - 1. Semi-Annual quality control evaluations by a qualified supervisor to ensure and confirm the services and procedures as specified herein are properly executed relative to maintenance and performance standards for the systems serviced.
 - 2. Mandated inspections and testing in accordance with the latest ASME A17.1 standards applicable per local law and/or as required by the AHJ. to include annual step index/loaded gap testing. Annual step indexing/loaded gap testing shall be performed even if the AHJ does not require such testing. Inspections and test shall be included in the total fee.
 - 3. Filing of all procedures and preparation of reports within the required time periods for the examination(s) rendered shall be performed by the third-party witnessing agency.
 - a. The Owner will engage the services of a third-party qualified and certified agency for the sole purpose of witnessing mandated inspections and tests performed by the

Contractor per the requirements of the local AHJ. The Contractor shall conform to the third-party agency schedule and provide qualified labor at no additional charge to Owner.

4. Payment of all relative fees per the AHJ shall be by the Owner.
 5. As required, the Contractor shall correct noted deficiencies in addition to preparation and filing of appropriate Affirmation of Correction(s) within the stipulated timeframe as required by the AHJ. Applicable fees associated with this filing shall be covered under the terms of the agreement.
 6. Where required work necessary to resolve aforementioned deficiencies is not covered under the terms of this agreement, Contractor shall submit proposals in a timely fashion in an effort to meet applicable correction deadlines within five (5) business days on critical items otherwise, within fourteen (14) business days in an effort to meet applicable correction deadlines.
 7. Proposals shall indicate the material and labor costs in addition to anticipated time of completion from approval of proposal(s) by Owner.
 8. If applicable, independent testing of Fire Emergency Operating Systems and/or Emergency Power System tests in accordance with local law requirements and ASME standards.
 9. The Owner retains the right to have these tests performed on a not-to-interfere basis at any hour of the day and any day of the week; and the cost for overtime work shall **be limited to the premium labor portion for work performed on an overtime basis.**
 10. Contractor shall maintain a record of ASME code-required safety tests, fireman's service tests, telephone/intercom tests and emergency power tests on site.
- B. The Contractor shall conduct testing procedures in accordance with ASME A17.1 standards at intervals specified and indicated in ASME A17.1, Appendix N Complete and execute all governing authority filing procedures including payment of all associated fees or other charges where mandated by local authorities, and forward confirmation of all authority required filings to the Manager within ten (10) working days of the date the test procedure was completed. Any fines incurred for failure to complete required testing or for filing irregularities will be paid by the Contractor.
1. Annual Electric Traction Elevator Safety Test
 - a. Contractor shall perform an Annual Electric Traction Elevator Safety Test conforming to the requirements contained in ASME A17.1 Category 1, Inspection and Test Requirements on all Traction Elevators covered by this Contract.
- C. The Owner may engage the services of a third-party qualified and certified agency for the sole purpose of mandated inspections of the equipment per local code authority requirements. The Contractor shall conform to the third-party agency schedule and provide qualified labor to assist in these inspections (including assistance in gaining access to hoistways, pits and machine rooms) at no additional charge to Owner.
- D. The Contractor shall be responsible for the payment of any fines or retesting fees and all applicable labor should an inspection failure be as a result of any component or system covered under this maintenance agreement. Should an inspection failure be the result of both a component or system covered under this Contract and a related building system that is the responsibility of the Owner, the cost of re-inspection shall be proportionally split between the Contractor and Owner.

1. The Contractor shall file for and obtain any abatement necessary should any violation noted by an inspector be found to be cited in error with the applicable code.
2. It shall be the Contractor's responsibility to contact the Property Manager to establish mutually convenient dates for the performance of the inspections and tests. Where possible, these inspections and tests shall be scheduled so as to coincide with the Contractor's regular maintenance inspections on a "not to interfere" basis.
3. Any deficiencies discovered as a result of the inspections and testing, whether witnessed by an Owner's Representative or not, shall be characterized as follows:
 - a. Condition I - "Immediate"
 - b. Condition II - "Priority"
 - c. Condition III - "Routine"
 - 1) Condition I - "Immediate" shall be utilized for life safety or other immediate deficiencies that adversely affect normal, safe operations and mandate removal of the unit from service at the time of testing. Upon the occurrence of the aforementioned, the Contractor shall notify the Owner verbally and provide a written confirmation prior to 10:00 AM on the next regular business day. Work required to correct such deficiencies shall be proposed immediately and, upon approval and completion, notification given to the Owner to witness the re-inspection procedure.
 - 2) Condition II - "Priority" shall be utilized for those deficiencies which could become life threatening or further impair the safe operation of vertical transportation systems. Condition II "Priority" deficiency classifications shall be applied to units and/or conditions that will create critical service interruptions. Required repairs, replacements and adjustments shall be proposed for corrective actions and re-inspection within forty-eight (48) hours of recording the deficiency. The Property Manager will approve the extra work proposals and coordinate this mandated work based on the severity of the reported condition and building operations.
 - 3) Condition III - "Routine" shall be utilized for deficiencies that may be addressed as soon as possible. Such conditions and/or deficiencies shall not be considered as safety infractions or conditions that will otherwise cause unscheduled removal from service of units or create conditions that will hamper regular building operations. The Contractor shall issue itemized proposals for recommended extra work procedures within two (2) weeks of recording the deficiency.
4. When repairs, adjustments or other equipment replacements are instituted over an extended time period, the Contractor shall update reports and ensure outstanding deficiencies are indicated on any new inspection or test procedures that may be undertaken prior to the satisfactory completion of work previously specified.
5. The Owner and/or designated representatives shall retain the right to witness all re-inspection and/or test procedures as required to expunge the outstanding deficiencies.

2.6 CALLBACK SERVICE (24 HOURS, 7 DAYS PER WEEK)

- A. Provide call-back service which consists of promptly dispatching qualified employees in response to requests from the Owner or designated representative, by telephone or otherwise, for

emergency adjustment or minor repairs on any day of the week, at any hour, day, or night. If repairs cannot be made immediately, the mechanic shall notify the Owner's Representative as to the reason why and provide supplemental information regarding the restoration of services.

1. Call-back service in response to passenger entrapments shall be provided within one (1) hour during regular working hours and within one (1) hour during overtime periods.
2. Call-back services for out-of-service units that have been secured by the Owner's Representative shall be provided within one (1) hour during regular working hours and within two (2) hours between 6:00 a.m. and 8:00 a.m. and 4:30 p.m. and 6:30 p.m. Monday through Friday, except holidays.
3. Call-back services for out-of-service units that have been secured by the Owner's Representative shall be provided within three (3) hours at all other times not specified above in "1" or "2."
4. Call-back services for non-essential system malfunctions that do not constitute an operational or other safety condition shall be provided during normal working hours of regular working days within four (4) hours of the request for service.

2.7 OWNER'S RIGHT TO MONITOR CONTRACTOR SERVICE AND PERSONNEL

- A. In addition to the Contractor's management and supervision of services specified herein, the Owner shall retain the right to monitor the actions of the Contractor and services rendered.
- B. The Owner may employ direct labor for management supervision or indirect outside consultants, inspectors, engineers or other qualified personnel to monitor the maintenance services provided by the Contractor with the understanding that such actions do not limit the Contractor's responsibilities for management of services or supervision of personnel. Contractor shall assist with these equipment reviews.
- C. When conditions warrant, in the opinion of the Owner, the Contractor shall provide the necessary labor and/or materials, at no additional cost, to assist the Owner or his representatives to evaluate the services rendered, work performed and equipment conditions.
- D. There shall be no extra charge to the Owner for normal coordination of services, scheduling procedures, reporting requirements, or other service management and supervision mandated under the terms of this Contract to include assistance labor as specified above when assigned personnel are removed from normal duties without replacement by additional personnel for such assistance to the Owner.
- E. In the event the Contractor changes assigned management or supervisory personnel, the Owner shall retain the right to interview and evaluate all new personnel assigned for direct or indirect management and supervision of this Contract work.
- F. In the event the Contractor union affiliated personnel fail to perform their duties satisfactory to the Owner or display an attitude that is not conducive to good relationships or proper servicing of the elevator systems, the Owner may request a position reassignment based on submission of substantial evidence that such Contractor employee is not serving the best interests of the building and/or the Contractor in performing services specified herein. The Contractor shall honor said request within twenty-four (24) hours of notification and provide labor satisfactory to the Owner.

- G. The Owner reserves the right to purchase related vertical transportation system services, attachments or other appurtenances not covered under the terms of this Contract from other than the Maintenance Contractor. The Contractor shall cooperate and assist the Owner in coordination of such projects or acts to insure safe and adequate transportation is provided. When conditions warrant, in the opinion of the Owner, the Contractor shall provide technical assistance to the Owner upon request.

2.8 CONFIDENTIALITY

- A. The Owner may provide information to enable Contractor to render services hereunder, or Contractor may learn information about property or develop such information from Owner. Contractor agrees:
1. To treat, and to obligate Contractor's employees, subcontractors, and suppliers to treat as confidential all such information whether or not identified by Owner as confidential.
 2. Not to disclose and such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of Owner to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining Owner's written approval, except to the extent necessary in connection with performing services or when required by law.
 3. Contractor shall not, in the course of performance of this Agreement, or thereafter, permit the use of Owner's name or the name of any affiliate of Owner, or the name, address or any picture or likeness of or reference to the property in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of Owner.

2.9 OBSOLESCENCE

- A. For the purpose of this contractual contingency, Component Obsolescence shall be defined as the inability to purchase and/or otherwise repair, rebuild or refurbish parts of the system no longer produced by the original equipment manufacturer or a third-party after-market supplier in the same form, fit and/or function. . Claims of component obsolescence shall not be allowed when replacement parts, components or assemblies of equivalent design and functionality are available in the market. Claims of component obsolescence shall not be allowed when components can be repaired or rebuilt.
1. The exception to the above shall be the full warranty and replacement of any controller drive(s), proprietary or non-proprietary which shall be replaced at no cost to the owner, if for any reason the drive(s) is no longer manufactured, but can still be obtained or repaired, either through the original manufacturing company or a third party provider. If the drive(s) are no longer manufactured and no longer available through the original manufacturing company or a third party provider and cannot be repaired, the drive(s) will then be considered obsolete and the owner shall be responsible for 30% of the cost of the drive(s) but shall not be charged any labor costs.
- B. In the event of component obsolescence as defined in paragraph A above, the condition shall be reported to the Owner with the following information:

1. Alternative equipment or component parts renewal options for restoration of the system due to obsolescence.
 2. Procurement and installation time for restoration of system service.
 3. Any local law or safety code requirements that will be triggered by the alternative equipment or component renewal (i.e., including filing, tests, and approvals).
 4. Certification by the manufacturer of the replacement parts that the parts meet or exceed the original equipment design intent including, but not limited to, durability, reliability, maintainability, longevity, and safety.
- C. Payment for obsolescence work shall be based on the extra cost to the contractor only.
1. Labor cost over and above the time necessary for standard equipment and component renewal or repair procedures.
 - a. Contractual hourly rate schedule as provided under Exhibit “A” shall be used to compute the extraordinary labor charge, if applicable.
 - b. 30% of the actual material cost deemed obsolete (with no mark-up) will be paid to the contractor by the Owner.
 - c. If the part can be custom made, in the same form, fit and function, the Owner will pay up to 40% of the cost of that part. The Owner shall not be responsible for labor cost associated with this repair or fabrication.
 - d. At Owner’s option, a lump sum extra cost price may be employed in lieu of time and material as indicated above.
 2. Subsequent to the Owners authorization to proceed with an alternative obsolescence repair and approval of the relative extra cost, if any, the contractor shall immediately perform such work and restore operating services.
- D. The Owner shall retain the right to competitively bid obsolescence repairs and replacements; and, such work as performed by another qualified contractor shall not diminish or otherwise alter the coverage provided under this agreement subject to the following:
1. The maintenance contractor has the right to inspect work performed by others; and, when conditions warrant, reject obsolescence procedures that increase their contractual liability. The maintenance contractor shall provide written notification of acceptance or rejection.
 2. Should the contractor reject an obsolescence repair made by others, the Owner may have a qualified third party professional engineer evaluate the work and render a decision regarding the acceptability of the prevailing conditions or the Owner may terminate the maintenance contract and award the maintenance work to another Contractor at the Owner’s sole discretion.
- NOTE:** No other claim for obsolescence of any kind will be considered by the Customer during the course of this agreement.
- A. All non-elective changes or modifications necessitated due to obsolescence, parts unavailability or the Contractor’s inability to maintain these systems in accordance with the contract specifications shall be fully covered under this agreement regardless of application, method or cost assignment for the life of the contract.

2.10 SCHEDULED SERVICE PROCEDURES

- A. Maintenance requirements, in addition to scheduled and emergency repairs, renewals and testing, shall include but are not limited to:
1. Examination of wire ropes and/or suspension belts to maintain proper tensioning and legal bottom clearances on a monthly basis for shortening and adjusting ropes as required and performance of all reshackling procedures per ASME A17.1 and/or ASME A17.6 standards and local laws in conjunction with maintenance of related slack cable devices, machine limits or other safety equipment.
 2. Examination, repair, and replacement of all electrical wiring, traveling cables, conduits, connections and related apparatus extending from the main line power supply switch in the machine or other power supplies in hoistways.
 3. Maintenance of pit, hoistway and machine room lighting to include relamping, wiring and switch controls.
 4. Mandated inspections and relative labor requirements for third party examinations and/or test procedures as approved by the purchaser.
 5. Testing to identify lost motion between the main motor, shaft and drive sheave will be conducted on an annual basis and will proceed as follows:
 - a. An original equipment encoder is mounted on the motor shaft. The shaft is coupled to the sheave and drum arrangement at the opposite end. If the output of the existing encoder is monitored and power applied to the rotor while the sheave and drum are held stationary by the brake, lost motion can be identified.
 - b. Dither board (or equivalent): a device giving a visual signal of motor encoder pulses. This device is inserted on the circuitry between the motor and the digital signal processor.
 - c. Apply current to motor shaft in both directions and monitor encoder pulses.
 - d. Zero pulses on the application of torque are expected. This expectation was validated by testing machines that have been repaired. The detection of any encoder signals is taken to indicate relative motion and signal the need for repair.
 6. Routine maintenance and mandated annual servicing of elevator hoisting machine brakes in accordance with Part 8 of A17 as modified by Appendix K of the New York City Building Code.
 - a. Contractor shall note the date of the annual brake servicing and the company performing same in the Maintenance Control Program (MCP).
 - b. Contractor shall attach a metal tag to the car controller indicating the date of the servicing and the company performing same.
- B. Monthly Firemen's Recall Service
1. Monthly Firemen's Recall Service Tests following the ASME Code A17.1/A17.2 requirements must be performed monthly and Test Logs kept current and stored in an accessible location in the Elevator Machine Room / Space, and/or per the requirements of the Local AHJ.

PART 3 - EXECUTION AND SUPPLEMENTAL REQUIREMENTS

3.1 PERFORMANCE TIMES, LEVELING AND CONTRACT SPEED

A. The control system shall be maintained to provide smooth acceleration and retardation. Contractor must maintain elevators in accordance with the original equipment manufacturer (O.E.M.) design performance specifications (including floor-to-floor times, door timing, rated speed, group supervisory system, etc.). The door close pressure must never exceed thirty (30) footpounds. The following performance schedule shall be adhered to:

1. Contract Speed: The contract speed shall be provided for up direction travel with full-capacity load in the elevator car. The speed in either direction under any loading condition shall not vary more than 3% on digital drives; 10% up to /20% down on hydros without closed loop valves of down valves and 5% of the contract speed.
2. In accordance with the ASME A17.1 Code, the elevators shall be maintained and adjusted to safely lower, stop and hold the car with a load of 125% of the rated capacity.
3. Leveling Accuracy: The elevator shall be adjusted to provide accurate leveling within 1/4" ± of the floor level without releveling regardless of load.

a. Door Operating Times

Door Type	Opening	Closing
SS 42" front opening	2.3 seconds	4.0 seconds
SS 42" side opening	2.5 seconds	5.0 seconds

- b. Door dwell time for hall calls: 4.0 seconds with Advance lantern signals.
- c. Door dwell time for hall calls: 5.0 seconds without Advance lantern signals.
- d. Door dwell time for car calls: 3.0 seconds
- e. Reduced non-interference dwell time: 1.0 – 1.5 seconds

3.2 PARTS INVENTORY AND WIRING DIAGRAMS

A. The Contractor shall maintain parts cabinets and an inventory of spare parts at the site of the work for scheduled preventive maintenance procedures and common call-back service repairs. Such parts shall include but are not limited to contacts, coils, solid-state boards, relays, resistors, timing devices, computer devices, interlock safety switch and linkage parts, bottom guides, door closers, fuses, bulbs, car guides and an assortment of hardware.

B. The Contractor shall maintain and continually update wiring diagrams and control schematics to ensure "as built" documents remain on site and the property of the Purchaser per the maintenance agreement.

3.3 STANDBY SERVICE/MINIMUM STAFFING REQUIREMENTS

- A. "Standby service" is defined as that time during the day or night that Contractor's personnel will be assigned to and working at the building for preventative maintenance procedures or other services described herein. Minimum staffing shall be in accordance with Exhibit A.
- B. In addition to the minimum staffing requirements described herein, the Contractor shall be required to increase the staffing levels as deemed necessary to guarantee the adequate performance of his duties within the standards set forth in this specification.
 - 1.
 - 2. During standby service periods, the Contractor shall respond to a notification of elevator or escalator malfunctions within fifteen (15) minutes and restore proper operation of the unit(s) as soon as possible.
 - a. Should emergency repairs require more than four (4) hours, the Contractor representative must notify the Property Manager in person, via telephone or other immediate communication and provide an estimated time of performance for reactivation of the unit.
 - b. If repairs and/or other maintenance procedures require more than eight (8) hours or must be carried over to the next regular business day, the Property Manager may elect to have such work performed on a continuing basis and pay the premium labor portion for all overtime work performed.
 - 3. During standby service periods, the Contractor shall repair or replace, as required, audio or visual signal devices, interlock safety switch and linkage parts, bottom guides, door closers, fuses, bulbs, car guides and an assortment of hardware signal lights, demarcation lights or other similar apparatus within eight (8) hours of notification of condition.

3.4 MATERIALS AND WORKMANSHIP

- A. All materials and parts are to be new and of the best quality of the kind specified. Installation of such materials shall be accomplished in a neat workmanlike manner. In case the Contractor should receive written notification from the Owner stating the presence of inferior, improper, or unsound materials or workmanship, the Contractor shall, within twenty-four (24) hours proceed to remove such work or materials and make good all other work or materials damaged thereby. If the Owner permits said work or materials to remain, the Owner shall be allowed the difference in value or shall, at its election, have the right to have said work or materials repaired or replaced as well as the damage caused thereby, at the expense of the Contractor, at any time during the Contract term; and neither payments made to the Contractor, nor any other acts of the Owner shall be construed as evidence of acceptance and waiver.

3.5 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the Owner's property from injury or loss arising out of this contract. The Contractor shall make good any such damages, injury or loss, except such as may be directly caused by agents or employees of the Owner. The Contractor shall provide all barricades required to protect open hoistways or shafts per OSHA regulations. Such protection shall include any

necessary guards or other barricades for employee protections during and after the maintenance procedure. In addition, Contractor shall maintain an adequate safety program following the industry guidelines and practices

3.6 VIOLATIONS

- A. In the event that a summons or notification of violation or other process is issued to Purchaser/Owner by or on behalf of a governmental authority or its agents having jurisdiction over the building for violation of any law, code, ordinance, rule or regulation pertaining to the maintenance, repair or replacements of the Owner's vertical transportation system and/or its component parts or conditions pertaining thereto, which are the responsibility of the Contractor to maintain, repair or replace under the Contract, the Contractor agrees to indemnify and hold Owner, its officers, agents, servants and employees harmless from and against Owner, and Contractor agrees that it will, at its own cost and expense, answer such process and defend Owner before any administrative tribunal or court having jurisdiction over the matter and shall comply with and pay any judgment, award or fines imposed, and Contractor shall timely correct and cure any violation condition and certify correction/cure of such condition(s) to the adjudicating body and/or issuing governmental authority, as may be required, and shall timely prepare and file the necessary certification, affidavit and supporting proof necessary to obtain removal, correction, discharge, or dismissal of the violation on the agent records.

3.7 CHANGES IN SCOPE

- A. The Purchaser's/Owner's Representative may at any time, by written order, make changes within the general scope of this Contract in the work and service to be performed. If any such cases cause an increase or decrease in the Contractor's cost of, or the time required for, the performance of this Agreement, an equitable adjustment shall be made, and the Contract modified in writing accordingly. If the Purchaser's/Owner's Representative and Contractor fail to agree upon the adjustment to be made, the Purchaser's/Owner's Representative reserves the right to solicit bids from other vendors for the performance of the additional work.
- B. When the Purchaser's/Owner's Representative removes one or more elevators named in this Contract from service in order to perform work on such elevators that is outside the scope of this Contract, the monthly payments due the Contractor and the minimum maintenance hours required to be provided by the Contractor will be reduced accordingly. The Contractor shall be notified, in writing, by letter or Contract change order, at least three (3) full working days in advance of the elevator(s) being removed from, or returned to, service. If the elevator(s) is to be removed from service for thirty (30) consecutive calendar days or less, the Purchaser/Owner may negotiate an equitable adjustment with the Contractor and make the necessary adjustments on the monthly invoice authorizing payment. If the elevator(s) is to be removed from service for more than 30 consecutive calendar days, the Purchaser/Owner may issue a modification to the Contract and negotiate an equitable adjustment in the Contract price in accordance with this Section. The period for reducing payments will begin on the effective date specified in the notice and will continue through the day before the elevator(s) is returned to covered service.

PART 4 - RIDER "A"

The following represents performance criteria and associated penalties for failing to meet these contract fulfillment requirements. Contractor shall on a quarterly basis provide owner and owners consultant a copy of contractors reports that outline the compliance of each of these established criteria. Contractor shall submit reports within 10 business days of the end of each quarter (based upon the contract start date).

4.1 CONTRACTUAL REQUIREMENT GUARANTEE

- A. The Owner may elect to have the Contractor's work and equipment's performance reviewed by the Owner's Agent or Owner's Consultant to ensure the Contractor is providing contract fulfillment in accordance with the performance criteria stipulated in the contract. If the Owner's Agent or Owner's Consultant determines that the contractual requirements and Contractor's intent are not meeting expectations, the Owner's Agent may "hold-back" the monthly payment to the Contractor until the Owner's Agent or Owner's Consultant verifies that the equipment reliability and quality of work meets the minimum standards outlined in the contract. The Owner or Owner's Agent may elect for the Contractor to pay for any re-inspection fees incurred as a result. Should two (2) consecutive inspections by the Owner's Agent or Owner's Consultant (two [2] consecutive inspections within one [1] year but more than sixty [60] days apart) indicate that the contractual requirements are not being met in accordance with the contract, the Owner or Owner's Agent has the right to immediately cancel the Contract without penalty, prejudice or right to cure in order to pursue any other available remedy.

4.2 MINIMUM HOUR GUARANTEE

- A. The Contractor's failure to provide the specified Minimum Hours for dedicated routine preventative maintenance on a monthly basis, the Owner or Owner's Agent may elect to enforce a refund for the unexpended hours at the "Straight-Time Rate, Hourly Selling Price" for a Maintenance Mechanic listed in the Schedule of Initial Base Hourly Rates. The amount of the refund shall be deducted from the monthly maintenance fee in the month(s) following the semi-annual anniversary date of the Contract or refunded by check at the option of the Owner or Owner's Agent. The amount shall be determined as part of the quarterly review of reports provided by the contractor and reviewed by Owner/Owner's Agent.
- B. If the Contractor fails to provide the required Monthly Minimum Hours for dedicated routine preventive maintenance for six (6) months, the Owner has the right to immediately cancel the Contract without penalty, prejudice or right to cure in order to pursue any other available remedy.

4.3 TESTING GUARANTEE

- A. Traction Elevators – Failure complete the code-required annual no-load and/or five-year full-load safety test(s) as required by the local AHJ within 30 days of the appropriate anniversary date or

code compliance date will result in the Contractor refunding \$250.00 per traction elevator not in compliance. Payment for liquidated damages shall be by deduction from the normal maintenance billing. If a non-compliance refund for overdue safety test(s) occur for two (2) consecutive thirty (30) day periods, the Owner has the right to immediately cancel the Contract without penalty, prejudice or right to cure in order to pursue any other available remedy and has the right to deduct any compiled testing refund amounts from the remaining balance.

- B. The Contractor shall not be penalized for failure to complete the code-required testing in the event the local AHJ inspector does not have the availability. In such occurrence, the contractor must provide written documentation to the Owner or Owner's Agent as proof of the request.
- C. Any tests past due prior to the execution of this agreement are not the responsibility of the Contractor and shall not be penalized.

4.4 RELIABILITY GUARANTY

- A. Contractor shall correct any system malfunction which requires the removal of a unit from normal operating service within forty-eight (48) hours of the initial failure.
- B. If the unit is not returned to service within the specified time allotment, the Contractor shall reduce the subsequent monthly maintenance charge for the unit by amount equal to five percent (5%) of the total monthly unit price for each twenty-four (24) hour period the unit is out of service from the date of system malfunction.
 - 1. However, Contractor shall not be penalized for pre-approved and scheduled maintenance repairs, tests or other conditions necessitating unscheduled major work procedures, resulting from a cause excluded by any other provision of this Agreement, or repairs to items not covered under this Agreement.
 - 2. Contractor shall not be penalized in the event the Contractor notifies the customer within twenty-four (24) hours that the part(s) required to repair the elevator(s) is unavailable or unable to procure, or that the part required to repair the elevator is unavailable or difficult to procure. Contractor must provide records showing that they are diligently making an effort to procure the part(s) within thirty-six (36) hours of the elevator(s) being left shutdown. A total of \$50.00 credit will be applied for delays to force majeure situation beyond the Contractor's control.

4.5 INSPECTION CORRECTION GUARANTEE

- A. Contractor shall correct any AHJ inspection related Violation(s) required items within sixty (60) days from documented notification to the contractor.
- B. Failure to complete the code-required inspection corrections within 60 days of the notification or issuance or violation will result in the Contractor refunding \$150.00 per unit not in conformance and any associated re-inspection fees. Payment for liquidated damages shall be by deduction from the normal maintenance billing. If refund for overdue safety test(s) occur for two (2)

consecutive thirty (30) day periods, the Owner has the right to immediately cancel the Contract without penalty, prejudice or right to cure in order to pursue any other available remedy.

- C. Contractor shall correct any Owner's Consultant inspection related QEI Violations or Deficiencies within ninety (90) days from notification or issuance of report.
- D. Failure to complete the Owner's Consultant inspection related QEI Violations or Deficiencies within 90 days of the notification or issuance or report will result in the Contractor issuing a refund of \$500.00 per unit not in conformance and any associated re-inspection fees. Payment shall be by deduction from the normal maintenance billing. If refunds for inspection related Violation/Deficiencies occur for two (2) consecutive periods, the Owner has the right to immediately cancel the Contract without penalty, prejudice or right to cure in order to pursue any other available remedy.
 - 1. However, Contractor shall not be penalized for QEI Violation/Deficiencies not completed with the ninety (90) days if contractor can provide a scheduled for maintenance, repairs or said violations to be completed within one-hundred-twenty (120) days due to delays in equipment or material orders. If upon the one-hundred-twenty (120) days, the outstanding issues have not been completed, the Owner has the right to immediately cancel the Contract without penalty, prejudice or right to cure in order to pursue any other available remedy.

EXHIBIT "A"

SCHEDULE OF INITIAL BASE HOURLY RATES FOR CONTRACTOR'S PERSONNEL

VDA No. 65629	Straight Time Rate Hourly Selling Price	Premium Time Rate	Time and one-half Rate Hourly Selling Price	Double Time Rate Hourly Selling Price
Maintenance Mechanic	\$	\$	\$	\$
Repair Mechanic	\$	\$	\$	\$
Modernization Mechanic	\$	\$	\$	\$
Helper	\$	\$	\$	\$
Repair Team	\$	\$	\$	\$
Technician, Troubleshooter	\$	\$	\$	\$
Foreman	\$	\$	\$	\$