

DAVID L. LAWRENCE CONVENTION CENTER

REQUEST FOR PROPOSAL

RFP01-10

Elevator / Escalator Maintenance Contract

**THE DAVID L. LAWRENCE CONVENTION CENTER
REQUEST FOR PROPOSAL**

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ANNOUNCEMENT

Notice is hereby given that SMG, the operator of the David L. Lawrence Convention Center (Operator) on behalf of the owner, the Sports and Exposition Authority (Authority) is seeking proposals from qualified Respondents for the provision of ELEVATOR AND ESCALATOR MAINTENANCE at the David L. Lawrence Convention Center (Center).

All comments and questions concerning the Request for Proposals and the corresponding procedures and requirements must be addressed in writing, via facsimile, mail, or e-mail to the following:

Assistant General Manager
David L. Lawrence Convention Center
1000 Fort Duquesne Blvd.
Pittsburgh, PA 15222
Fax - 412-325-6104
E-mail - cmolinari@pittsburghcc.com

One complete set of Proposal Documents may be obtained by interested parties at no cost from the above address. Additional copies may be obtained for the cost of \$10.00 for reproduction, shipping and handling.

Sealed Responses will be received until February 16, 2010 at 1:00 PM local time at the David L. Lawrence Convention Center, 1000 Fort Duquesne Blvd., Pittsburgh, PA 15222. Operator reserves the right to reject responses if not submitted by the time, date, and at the place designated in the RFP. Any and all responses may be rejected if deemed in Center's best interest.

Authority wishes to achieve minority and women business enterprise participation in its contracts. To that end respondents shall endeavor to meaningfully engage certified minority and women owned firms.

Participation by minority and women owned firms must be identifiable by specific task.

ARTICLE 1
INTRODUCTION

1.1 PROJECT DESCRIPTION/LOCATION

The David L. Lawrence Convention Center is located in Pittsburgh Pennsylvania. Opened in phases beginning in 2002, the facility boasts 1.3 million square feet of space, including a 313,400 square foot exhibit facility and 53 meeting rooms.

ARTICLE 2
CRITICAL DATES

2.1 The following are the critical dates:

Respondents Notification	January 22, 2010
Building Tour	February 2, 2010
Response Due Date	February 16, 2010
Selection*	March 18, 2010
Contract Commencement*	April 1, 2010

(* Due to uncertainties in the evaluation and selection process, the dates shown are tentative and reflect optimal circumstances.)

ARTICLE 3
SCOPE OF SERVICES

3.0 SCOPE OF SERVICES

1. Bidders Instructions
2. Maintenance Specification
3. Bid Form
4. Schedule A
5. General Conditions

BIDDING INSTRUCTIONS

Instructions to Bidders:

Submission of Bid:

Bids must be submitted on the bid form issued with the specifications by Boca Group and DAVID LAWRENCE CONVENTION CENTER and should be in strict accordance with the specifications.

Each Bidder shall submit his bid on BID/PROPOSAL FORMS issued to qualified bidders. All blank spaces for bid prices must be filled in, in ink or typewritten.

If an individual submits a proposal/bid, he or his duly authorized agent must sign his name. If a firm, association or partnership submits a proposal/bid, the name and address of each member must be given and the proposal/bid authorized. If a proposal/bid is submitted by a company or a corporation, the company or corporate name and business must be given, and the proposal/bid signed by an official or fully authorized agent.

Power of Attorney authorizing agents or others to sign proposals/bids must be properly certified and must be in writing and submitted with the proposal/bid.

Bidders are required, prior to submitting any proposal, to read the specifications, proposal, addenda, contract and proposal/bid forms carefully, to visit the site of the work, to examine carefully local conditions, to inform themselves by their independent research, tests and investigations of the difficulties to be encountered and judge for themselves of the accessibility of the work, and all attending circumstances affecting the cost of performing the work or time required for its completion, and obtain all information required to make an intelligent proposal/bid.

Any Bidder filing his/her bid represents and warrants that he has prepared his bid in accordance with the requirements of all pre-bid documentation and with knowledge and understanding of the terms and provisions thereof; that he has reviewed, studied and examined the bid prior to the signing and filing the same, and that he was cognizant of the terms of his proposal, had verified his calculations and found them to be correct, and agrees to be bound thereby. Failure to comply with all provisions will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the contract.

Submission of bid will be considered evidence that the bidder is conversant with local facilities and conditions, the requirements of the documents and of pertinent state and local codes, state of labor and material markets and has made due allowance in its bid for all contingencies. Should bidder's investigation of local codes or rules reveal stipulations contrary to the specifications, bidder must advise Boca Group in writing prior to the due date.

Should a bidder find any discrepancies in or omissions from any of the specifications or be in doubt as to their meaning, bidder shall contact Boca Group for clarifications in writing prior to bid-date.

No oral explanation in regard to the meaning of the specification will be made and no oral instructions will be given before the award of the

contract. Bidders should act promptly and allow sufficient time for a reply to reach them before the submission of their bids. Any required interpretation will be in the form of an addendum to the specifications that will be forwarded to all bidders by Boca Group.

If the Bidder desires to furnish any item different from that specifically mentioned in the specifications, bidder shall notify Boca Group, in writing, of bidder's intentions prior to the submission of its bid and shall supply information, data, pictures, cuts, designs, etc., of the materials bidder desires to furnish so as to enable the Consultant to decide whether or not the article intended to be furnished by the bidder is, in fact, the equal of the specified. Any deviation from the specifications shall be stated by the bidder as an exception to the specifications in transmittal letter submitted together with, and as part of its bid.

Firm Bid

All prices quoted shall be firm and no escalation in price will be permitted if the contract is awarded within 120 days from submission of bid.

Withdrawal or Rejection of Bids:

DAVID LAWRENCE CONVENTION CENTER reserves the right to reject any and all bids and to waive all informalities and is not bound to accept the low bid. Any bidder may withdraw its bid prior to the scheduled time for receipt of bids. Prices quoted in the bid shall be guaranteed for a period of 120 days after the date of the bid.

Addenda:

Addenda issued before the bid due date shall be considered a part of the specifications and their receipt shall be acknowledged by the bidder in the space provided on the bid form. No interpretation of the meaning of the drawings, specifications or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretation should be in writing, addressed to: DAVID LAWRENCE CONVENTION CENTER and BOCA Group, and to be given consideration must be received five (5) days prior to the date filed for the opening of bids. Any and all such interpretations and all supplemental instructions will be in the form of written addenda to the drawings and specification which, if issued, will be mailed or delivered to all prospective bidders at the respective addresses furnished for such purpose.

Failure of any Bidder to receive any such addenda or interpretations shall not relieve any Bidder from any obligation under their bid as submitted.

All addenda so issued shall become a part of the contract documents.

Demonstration of Similar Work:

Each bidder may be requested to demonstrate to DAVID LAWRENCE CONVENTION CENTER and/or Boca Group completed jobs similar to the one herein specified.

Voluntary Alternate Quotations:

Bidders may offer any alternate suggestions or quotations for consideration. Such alternates should be outlined in a cover letter accompanying the executed bid form.

Evaluation of Proposals:

DAVID LAWRENCE CONVENTION CENTER and/or Boca Group analysis and evaluation of proposals for the purpose of making the contract will include the following (not necessarily listed in the order of importance):

- A. Total cost of the project.
- B. Completeness of the bidder's proposal, including all information and material required to be submitted therewith.
- C. Company performance capability in the Pittsburgh area.
- D. Completion schedule.

Conditions and Sequence of Work:

Required Scheduling for Work to Proceed as follows:

- | | | |
|----|---------------------------|-------------------------------|
| A. | February 16, 2010; 1:00pm | Receipt of Bids |
| B. | March 18, 2010* | Award of Elevator Maintenance |
| | Contract | |
| C. | April 1, 2010* | Contract Commencement |

* Due to uncertainties in the evaluation and selection process, the dates shown are tentative and reflect optimal circumstances.

Bid Effective Period:

Contractor's entire bid submittal package including pricing shall be valid for a minimum of one hundred and twenty (120) calendar days from the established bid due date. Should the project not be awarded within the one hundred and twenty (120) calendar day period, it shall be the Contractor's responsibility to inform the Owner and Consultant of any adjustments to the bid package deemed necessary, in writing. Should the Contractor fail to notify the Owner and Consultant of any adjustments necessary to the bid package within five (5) calendar days after the one hundred and twenty (120) calendar day period, the Contractor waives all rights to make adjustments to the bid package.

ELEVATOR MAINTENANCE CONTRACT SPECIFICATIONS
(FULL SERVICE)

Notification date: January 22, 2010

.....
Having its principal office at
.....

.....
(Hereinafter called the "Contractor")

Will furnish service to:
SMG
Managing Agent for the
David Lawrence Convention Center

(Hereinafter called the "Owner")

On
SEVENTEEN (17) HYDRAULIC ELEVATORS
FOURTEEN (14) ESCALATORS

(See Attached Appendix "A")

At

1000 Fort Duquesne Boulevard
Pittsburgh, PA 15222

1.0 GENERAL TERMS

The services to be performed by the Contractor under this Contract shall consist of furnishing all material, labor, tools and equipment necessary to provide inspection and maintenance. Only trained employees of the Contractor will be used to insure safe operating equipment, in accordance with all applicable Federal, State and Local laws, ordinances and regulations.

1.1 CONTRACTOR QUALIFICATIONS

- A. The importance of maintaining the equipment herein covered in a safe and efficient operating condition at all times demands that service be performed by an elevator contractor who has satisfactorily maintained equipment of similar grade to the degree specified herein.
- B. In order to demonstrate that the Contractor can properly fulfill all of the services and conditions of this Agreement, the Contractor shall furnish Bidder's Qualification Statement with his bid to the Owner showing that he has:
 - 1. A current license to perform the work in conformance with the provisions of the State Business and Professions Code. License number shall be set forth in all bids and contracts.
 - 2. Satisfactorily maintained five (5) other contracts of similar nature and magnitude.
 - 3. Adequate capital and satisfactory business standing as required by the work.
 - 4. The requisite organization of skilled and experienced elevator mechanics direct employment and supervision. A journey level mechanic or above shall perform all work. Helpers may be used only to assist the journey level mechanic. They may not work alone for any reason.
 - 5. Radio communication capabilities on a 24-hour per day, 365-day per year basis so staff can be reached and assurances made that they will reach the site within the timeframe stipulated in this agreement.
- C. Contractor shall certify that a member of their supervisory personnel, regularly engaged in inspection and supervision, will have a minimum of ten (10) years of hands on experience performing routine maintenance duties. The mobile phone number of this supervisor shall be made available to the Owner. Contractor must guarantee that the designated supervisor will respond to any calls or voice messages received within no more than one business day. In the event that the Owner requests that the supervisor come to the jobsite for any reason, the supervisor or another member of Contractor's management staff must make such a visit within 24 hours, or as otherwise specified by Owner.
- D. The Owner reserves the right to investigate the quality of maintenance performed by the Contractor on equipment similar to that included herein, and to refuse consideration of the Contractor's bid if the report is unsatisfactory or if the bidder's organization and qualifications are inadequate to undertake the work specified.
- E. Contractor shall be an equal opportunity employer and shall conform to all Affirmative Action and other applicable requirements; accordingly, Contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, or sex in any manner prohibited by law.
- F. Contractor shall be responsible for the acts of its employees and agents while on the Owner's premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons located on the Owner's premises. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its agents or employees. Contractor shall promptly repair any damage that it, its employees or agents may cause to the Owner's premises or equipment; on Contractor's failure to do so, the Owner may repair such damage and Contractor shall reimburse the Owner promptly for the cost of repair.

- G. Contractor shall pay prevailing wage rates according to local industry standards.

1.2 EXTENT OF WORK

- A. The work described in this Contract involves the service, inspection, examination, cleaning, lubricating, repairing, renewing and replacement of parts and equipment to maintain the Elevators and Escalators in a safe and first-class operating condition conforming to the standards acceptable throughout the industry.

The work shall be performed by the Contractor, and unless otherwise specified, applies to all parts of the equipment listed above, complete and in its entirety including, but not limited to, all controllers, selectors, contacts, oil buffers, pumps and valves, coil resistors, fuses for operating circuits and for motor circuits, magnet frames, cams, car door and hoistway door hangers, tracks and guides, car guide rails, door operating devices, interlocks and contacts, push buttons, traveling cables, electronic tubes, hall lanterns and indicators, all wire ropes and cables, shackles, springs, bulb replacements in signal systems, programmers, or other electronic control systems, all other elevator signal and accessory equipment including all fan and ventilating for elevator care and all escalator parts complete and in its entirety including but not limited to the escalator section of this Contract.

- B. The maintenance under this Contract shall provide a constant high quality service to properly protect all elevator equipment from deterioration and provide constant peak performance of all elevators. It is understood that the maintenance work required by this Contract will be performed by the highest classification of mechanic. During regular working hours contractor must respond in a timely manner to service calls.
- C. Contractor shall provide a mechanic at a minimum of: one (1) hour per elevator per month for passenger elevators, two (2) hours per elevator per month for service/freight elevators and four (4) hours per escalator per month for preventative maintenance.
- D. Any manpower specified herein shall be the minimum provided; Contractor shall be responsible to provide whatever manpower necessary to meet the requirements of the Contract.

1.3 HOURS AND MANNER OF WORK

- A. All preventative maintenance, repairs, routine adjusting and service procedures will be performed during a regular eight hour work day at the discretion of the contractor between the hours of (6 a.m.-6 p.m. Monday through Friday). Should shift work be required to complete an approved project, the second shift will start no later than 4:00 p.m. and cease no later than 12:00 midnight. Shift work will not be authorized for Saturdays, Sundays or holidays unless approved by the Owner. Any work which will result in additional billing outside of this contract must be approved in advance by owner.
- B. The Owner shall be notified prior to the removal of elevators from normal service that requires the elevator to be out of service for more than 30 minutes.
- C. Elevator maintenance personnel assigned by the Contractor to perform preventative

maintenance or any other work must report to the Owner's designated agent prior to beginning any work on site. At the time the work is complete, Contractor's personnel should inform Owner's designated agent that they are leaving, and give a brief verbal summary of work completed.

1.4 LUBRICATION

- A. Contractor shall lubricate as needed, but at least twice a month all of those mechanical parts recommended to be lubricated by the original manufacturer of the elevator equipment or to otherwise lubricate as often as and in the manner specified by said manufacturer.
- B. Lubricants shall consist of oils, greases and compounds furnished by the Contractor. The lubricants shall be of the highest quality, the consistencies of which shall be proper for the purposes employed and for the parts to which applied. It being understood and agreed between the parties hereto that abrasive bearing lubricants shall not be employed except on new parts installed and only if and for the period recommended by the original manufacturer of the elevator equipment. Where abrasive bearing lubricants have been employed in conformity hereto, they are to be thoroughly removed by cleaning after the working-in-period has elapsed.

1.5 CLEANING

Elevator machine rooms shall be kept in clean and orderly condition. Contractor shall, during the course of all examinations, remove and discard immediately, all accumulated oil, grease, dirt and debris from machine spaces, car tops and pit areas once per month. Prior to each anniversary date of this Contract, Contractor shall thoroughly clean down the entire hoistway of all accumulated dirt, grease, dust and debris. All waste shall be discarded in compliance with all laws and codes. Cleaning compounds, waste, cloths and other materials necessary are to be supplied by the Contractor and shall be kept properly sealed to prevent leakage and stored in metal cabinets. It is understood and agreed between the parties that cleaning agents employed shall not be flammable or noxious. The elevator machine room(s) shall be painted once a year immediately prior to the anniversary date of this Contract.

1.6 EMERGENCY CALL BACK SERVICE

- A. The Contractor shall provide 24 hour per day, 7 days per week call back service without additional charge. This consists of dispatching qualified employees in response to emergency calls from the owner by telephone or otherwise, for adjustments or repairs on any day of the week, at any hour of the day or night.
- B. Emergency repairs shall be made in a timely manner to restore the elevators to operating order. If repairs cannot be made immediately, the mechanic or Contractor representative shall notify the building manager or superintendent as to the reason. In no event will the period from the initial verbal notification to the Contractor of a service complaint, to the time of arrival at the building of the Contractor's personnel, exceed two (2) hours or, in the case of any person trapped in an elevator, one (1) hour.
- D. Overtime call backs shall be included at no additional cost if:

- People are trapped
- Half of the units or more in a group are out of service
- A dispatching system malfunctions

1.7 INSPECTION, EXAMINATION, AND ADJUSTMENT OF EQUIPMENT

- A. Contractor shall, on a weekly basis inspect, examine, clean and adjust as necessary all mechanical and electrical parts subject to loosening, wearing, and/or burning out by reason of movement, contact or load, mechanical or electrical, which shall include all controller parts, pumps, valves, contacts, switches, relays, resistance, wiring of all circuits, magnet frames, floor leveling and safety devices, counterweights, rixon hinges, car door hangers and guides, hall push-buttons, cab lighting, signal devices, gates, car panels, wire ropes, conductor cables, emergency signal controls and other electrical and mechanical parts.
- B. The Contractor is to make any and all inspections and adjustments to the elevator system in accordance with the manufacturer's recommendations. Maintenance procedure charts shall be located in each elevator machine room. Each check chart in the machine room(s) must be kept up to date so as to reflect the scheduled items of maintenance. Upon completion of the maintenance, the Contractor must initial the check chart to indicate what work has been completed. Contractor shall provide additional charts as needed. In addition to the check chart located in the elevator motor room(s), Contractor shall furnish work tickets to the Owner which will indicate all the malfunctions of the elevators and the corrective work performed by the Contractor. The work tickets shall specify due dates and time in which the work was performed and shall be signed by the Contractor's mechanic.
- C. All regularly scheduled inspections shall also be recorded or signed by the Contractor's mechanic. Work tickets shall also show time arrived and departed from the job.

1.8 MONTHLY REPORTS

The Contractor must submit a monthly report to the Owner no later than the 10th day of each month covered by this contract, covering the prior month's contract activity. The report should chronicle all the outages, whether for maintenance, repair or modernization and should indicate the date and time of outage and the reason for the outage. A written explanation should be provided for each duplicate callback, for each entrapment, for each accident and for each repair that involves the unscheduled shutdown of an elevator.

1.9 RECORDS

- A. Contractor shall maintain complete and accurate accounting records, in a form in accordance with standard accounting practices, to substantiate Contractor's charge hereunder. Such records shall include payroll records, job cards, attendance cards and job summaries, and the Contractor shall retain such records for a period of six (6) years from the date of final payment hereunder. Owner shall have access to copies of such records which shall be granted upon request of Owner for purposes of audit during normal business hours during the term of this Contract and during the respective periods in which Contractor is required to maintain such records as herein provided. If such audit reveals an overcharge by Contractor, then, in addition to immediate refund and other

remedies hereunder and at law or equity, Contractor shall pay Owner's cost of the audit.

- B. Contractor shall, at any time during the term of this Contract, upon written request of the Owner, promptly submit to Owner a complete report of inspections, repairs or reinstallation of parts or services performed and supply samples of lubricants, compounds, or other materials employed, at no cost to Owner.

1.10 PERIODIC EXAMINATION

All safety devices, governors, wire ropes and conductor cables, shall be calibrated and/or tested periodically, in accordance with ANSI/ASME-A17.1, A17.2, A17.3, American National Standard Safety Code for Elevators as the same may be amended, supplemented or substituted, and in accordance with all applicable laws and codes. All necessary material and labor to make these tests shall be furnished by the Contractor. Any additional testing required by local authorities shall be included.

1.11 MAINTENANCE CODE REQUIREMENTS

Notwithstanding anything to the contrary herein, Contractor shall perform all maintenance as per the requirements of the currently applicable elevator code as modified by local jurisdictional authority, including installation of required code data plates on all elevators where they are currently not provided. Contractor must update or replace code data plate as required for component replacements or upgrades as per code requirement.

Contractor shall provide the required written Maintenance Control Program and Maintenance Records as required by the above referenced Section 8.6. Maintenance Records must be kept in the machine room.

SPECIAL INSPECTION AND TEST REQUIREMENTS

- A. Contractor shall provide labor, tools and materials as needed to accomplish complete inspections and tests as required without additional charge.
- B. Contractor shall complete all deficiencies identified during the inspection within 30 days. Any items not covered under the contract must be submitted in a written proposal within 7 days, and corrected immediately upon acceptance of the proposal.
- C. Contractor shall also provide all necessary labor for smoke detector tests, fire testing, including main and alternate floor recall, and emergency power testing. These tests will be performed outside of the normal working hours at no additional cost to Owner.

1.12 TRAVEL

It is understood that no travel time shall be charged under this Contract for normal working hours or for emergency call back service.

1.13 GENERAL SCOPE REQUIREMENTS

- A. All replacement parts shall be new and specifically designed for the elevators, escalators, or other devices on which they are to be used.

- B. The Contractor shall be responsible for keeping the exterior of the elevator machinery and any other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed, with proper insulating compound as recommended by the motor manufacturer.
- C. The Contractor shall maintain all elevator equipment in hoistways, machine rooms, secondary levels, and pits and assigned Contractor work spaces in a clean orderly condition, free of dirt, dust and debris. Pits and machine spaces shall be kept dry and clean.
- D. When the Contractor becomes aware of a maintenance deficiency or necessary repair or replacement (either through observation, notification from the Owner, or from a Consultant's report) that is specifically excluded from the scope of this Contract, the Contractor shall notify the Owner in writing within 20 business days that, in its opinion, the correction of that deficiency or the repair or replacement is not covered, along with a proposal to correct the problem. Proposal must include a breakdown of material and labor cost, including number of hours included in the labor cost and hourly rate charged, and detailed documentation of why the proposed repair is not covered under the Contract, including photographic or other evidence where applicable. The terms and conditions of this Contract take precedence over those of any proposal signed between the parties for non-covered work during the term of this Contract, and the specified hourly rates shall apply in all cases. The Owner reserves the right to make the final determination concerning whether the deficiency is covered under this Contract. Correction of any existing deficiencies or known defects in the equipment is the Contractor's responsibility unless the particular deficiency was specifically excluded in writing in this Contract. Unless otherwise stated in this Contract, Contractor accepts responsibility for the existing condition of the equipment and correction of existing deficiencies or defects without exception.
- E. On due notice from the Owner, the Contractor will comply with violations, citations or orders to comply by any inspecting authority for repairs as covered herein, provided such violations did not exist prior to the date of this Contract.
- F. The Contractor shall be responsible for giving immediate notice to the Owner of any condition it discovers that may present a hazard to either the equipment or passengers.
- G. If the Consultant recommends that an item or items should be repaired or replaced, the Contractor will do so within the stipulated period of time.

1.14 SCOPE OF WORK (REPAIRS AND REPLACEMENTS)

The Contractor will furnish all material and replacement parts, and shall provide all labor, supervision, tools, supplies and other expenses necessary to perform a full maintenance service program, and repairs of every description, including inspections, adjustments, cleaning, tests as herein specified for all equipment under this Contract.

The Contractor will use competent trained personnel directly employed and supervised by the Contractor. They shall be qualified to keep the elevator and/or escalator equipment properly adjusted and will use all reasonable care in maintaining the equipment in a proper and safe operating condition. They shall regularly and systematically examine, adjust, lubricate and clean; and when conditions warrant, repair or

replace any mechanical, electrical, moving or stationary parts as listed, providing the specific item is incorporated within, or a segment of the elevator unit. The Contractor hereby takes full responsibility to repair or replace to manufacturer's standards all components of the elevator and/or escalator equipment not specifically excluded, including, but not limited to, the following:

All Elevators:

- A. Controller, Selector, Dispatching Equipment: All relays, rectifiers, solid state components, resistors, condensers, transformers, contacts, conductors, dash pots, timing devices, selector switches, computer devices, steel selector tape, mechanical and electrical driving equipment, coils, solenoids, resistance grids, magnets and inductors, switch assemblies, and springs, microprocessors, transducers and printed circuit boards, wire and cable, arc deflectors, fuses, electronic tubes.
- B. Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices, tracks, cams, rollers, locks and contacts, air cord, chains, pivot and pivot pins, hinges, auxiliary hinges, gate switches and sight guards.
- C. Automatic power operated door operators, car door hangers, car door contacts, door protective devices, tracks, door clutch mechanism, closers and closer arms, load weighing equipment, car safety units, platform, elevator car guide shoes, gibs or rollers, car door gibs and sills, elevator car tops, car gates (vertical and collapsing).
- D. Gates, all car and hoistway door equipment including manual or powered vertical bi-parting doors, cams, car switches, annunciators, and parking devices.
- E. Replace and repair, as required, traveling conductor cables including car, hoistway and machine room wiring, including the conductors extending from the main line switches to the controllers.
- F. Contractor shall be responsible to relamp all lighting fixtures in the pit, machine room, hoistway on top of and underneath the elevator car.
- G. Fixture contacts, pushbuttons, key switches, locks, lamps and sockets of button stations (car and hall) lanterns, position indicators (car and hall), direction indicators, relamp signal equipment including hall lanterns, position indicators, car and hall stations, traffic directory stations, lobby indicator panels, cab annunciator systems, intercom systems and other in-car communication devices, alarm bells and elevator monitoring system. Maintain and replace as needed all backup batteries for elevator components, including those for in-car communication, emergency car lighting, and lowering of hydraulic elevators. All cab ventilation systems, including ventilation fans and associated switches are to be covered by the Contractor.
- H. Furnish and utilize lubricants, consisting of oils, greases, and compounds, blended specifically for elevator equipment. They shall be of the highest quality and consistency for the purposes employed, and the parts, to which applied. Cleaning compounds, waste clothes, and other materials, are to be supplied with the understanding that the cleaning agents employed shall not be flammable nor noxious. This material shall always be stored in approved metal containers provided by the Contractor.
- I. Guide rails shall be kept free of rust and dust. Where roller guides are used, rails shall be kept dry and properly lubricated when sliding guides are used. Replace guide shoe rollers and gibs as required to insure smooth and satisfactory operation. Periodically examine

rail brackets for tightness of bolts and nuts. File any rough surface, or gouge which may appear due to action of the safety devices.

Hydraulic Elevators:

- A. Pump unit, impellers, shafts, bearings, seals, operating valves, leveling valves, manifolds, mufflers, manual lowering valves, strainers, reservoir, solenoids, transmission sheaves, drive belts.
- B. Motor, stator windings, rotors, slip rings, motor bearings
- C. Plunger, packing, wiper rings, lantern rings, O rings
- D. Repair, renew or replace oil hydraulic tanks, valve screens, filters, pumps, motors, belts, fittings, above ground piping and supports, packing, "O" rings, cylinder head assemblies, pistons and isolation equipment.
- E. All piping, fittings and accessories (such as vibration dampers, silencers, etc.), between the pumping plant and the jack unit. Underground piping not included. Power plant (complete), consisting of its enclosure, pump, motor power transmission elements between the pump and motor, valves (of every kind), strainer, mufflers, gaskets, and all other accessories.
- F. The Contractor will supply necessary hydraulic fluid.
- G. The Contractor will repair or replace operating valves, motors, motor windings, pumps, pump motors, leveling valves, hydraulic fluid tanks, hydraulic motors, and entire jack unit excluding underground cylinders and piping.
- H. Hydraulic pressure tests as required by Code are included in this agreement. Any additional elevator tests required by the State authority having jurisdiction over the elevators are included in this contract.
- I. Car buffers, car guide rails, top and bottom limit switches, leveling switches and associated cams and vanes, electronic components and steel tape assemblies.
- J. Roped Hydraulic Elevators: Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws, switches, governor tension sheave assembly, sheaves, sheave bearings and assemblies.
- K. Roped Hydraulic Elevators: Renew all hoist ropes and governor ropes, as often as is necessary to maintain an adequate factor of safety. Equalize the tension on all hoisting cables. The Contractor shall also shorten the wire ropes as required to maintain the legal equipment clearances. Whenever wire ropes are replaced or shortened, only wedge-type shackles shall be used if applicable. Any modifications or permits necessary to achieve this result shall be the responsibility of the Contractor.
- L. Roped Hydraulic Elevators: Examine all safety devices and governors and conduct annual no load tests. Each fifth year, perform a full load, full speed test of safety mechanism, overhead speed governors, and car buffers. Car balance shall be checked and the governor recalibrated and sealed for proper tripping speed and tagged. All tests will be conducted in accordance with the provisions of the American National Safety Code for Elevator and Escalators ANSI/ASME A17.1 Current Edition as the same may be

amended, supplemented or substituted, and in accordance with all applicable laws and codes.

Escalators:

- A. Control Wiring Harness, Main Disconnect to Controller Wire, Controller to Motor Wire.
- B. Relays, Magnet Coils, Magnet Frames, Contacts, Shunts, Springs, Fuses, Insulators, Resistors, Switches Rectifiers, Condensers, Capacitors, Timing Devices, Solid State Devices, Overload Heaters, Transformers, Reverse Phase Devices, Auxiliary Brake, Emergency Brake.
- C. Brake Setting, Linings, Shoes, Magnet Coils, Link Pins, Bushings, Plungers, Adjustment Screws.
- D. Worm Shaft Bearings, Thrusts, Bearings, Inner Bearings, Worm Gears, Gear Oil, Seals, Stators, Windings, Rotating Elements, Mounts, Motor Thermal Protection Switch, Escalator Drive Machines, Commutators, Rotating Elements.
- E. Tractor Rollers, Drive Rollers, Drive Sheaves, Hand Rail Tracks, Bend Guides, Entry Devices.
- F. Assemblies, Stop Wheels, Rollers and Bearings, Treads, Cleats, Riser Surfaces, Chains, Chain Rollers, Axle Pins, Bushings. Spacing with Combs as necessary.
- G. Proper step indexing with Combplate Teeth, Upthrust Switches, Stop/Start Key Switches, Deck Plates, Machine Room Covers, Combs, Combplates, Landing Plates.
- H. Step Chains, Handrail Drive Chains, Main Drive Chains, Counter Shaft Chains, V-Belts, Springs, Step Wheels, Frame and Sprockets, Steps, Risers, Rollers, Demarcation Strips, Step Tracks, Handrails Tracks, Drive Belts, Timing Belts, Tension Devices, Lubricators, Comb Lighting, Under Steps..
- I. Non-Reversal Devices, Main Drive Chain Switches, Pawls, Sprockets, Sliding Plates, Skirt Guard Safety Switches, Micro Switches, Stop Buttons, Start/Stop Key Switches, Step Safeties, Pulleys, Gears, Limits, Upthrust Safety Switches, Safety Switches, Guard Safety Switches. Adjust step to Skirt clearance as necessary. Tension Carriages, Settings on Springs.
- J. Check Skirt to Step clearances, Tread and Tooth indexing.
- K. Adjust for smooth operation and synchronized speed as necessary.
- L. The Contractor will supply necessary oils, grease and other lubricants, cleaning materials and cotton waste.
- M. At least once every two years, and more frequently if required by job conditions or by Owner's consultant or city inspector, Contractor will perform a total clean down of escalator equipment, including pits and pans, balustrade interiors, and including waxing handrails.
- N. Every other week, the Contractor shall systematically examine, adjust, lubricate, as required, and if in the Owner's Opinion, conditions warrant, repair or replace: Controller,

Brake, Drive Motor/Gear Box, Hand Rail Drive, Steps, Combplates, Skirts, Handrails, Safety Devices and Chains.

- O. The contractor will provide a team twice per year, at no additional expense, to pull escalator steps for third-party maintenance evaluations.
- P. Contractor shall perform all necessary tests as required by the authorities having jurisdiction.

1.15 SPECIAL OVERTIME PROVISIONS FOR COMMERCIAL BUILDINGS

The work detailed in the following list shall be performed during the building's off-hours. There shall be no additional charge for this work; all costs including, but not limited to, the overtime labor cost shall be included in the monthly maintenance price.

- All wire rope replacements
- All work that requires burning
- Any work that would result in a level of noise incompatible with conducting business in the building

1.16 PERFORMANCE TIMES, LEVELING, AND CONTRACT SPEED

- A. The control system shall be maintained to provide smooth acceleration and deceleration. The Contractor must maintain elevators in accordance with the manufacturer's performance specifications (including floor-to-floor times, door timings, rate speed, group supervisory system, etc.).
- B. The Contractor shall be required to maintain these performance criteria (at minimum) during the entire term of any free, guaranteed or Contract maintenance period.

1. Pre-Door Opening	Manufacturer's Standards
2. Leveling Accuracy	±1/4 inch
3. Floor-to-Floor Performance Time*	#1-4,6,7 – 19.5; #8,9 – 14.5; #5,10 – <u>15.5; Glass – 20.0; SE – 22.0</u> Seconds
4. Door Opening Time	<u>2.4</u> Seconds
5. Door Closing Time	<u>#1-7 – 3.6; #8,9, Glass 3.0</u> Seconds
6. Long Door Open Dwell Time	<u>5.0</u> Seconds
7. Short Door Open Dwell Time	3.0 Seconds
8. Nudging Time	No less than 20 Seconds
9. Door Closing Force	No more than 30 Pounds

*The Floor-to-Floor Performance Time is defined as the time elapsed from the time the elevator doors begin to close until the elevator doors are three-quarters open on a one floor run.

- C. Door opening and closing speeds shall be adjusted for ideal and maximum performance commensurate with door width and height.

- D. All door open dwell times are subject to Owner discretion and direction. Under no circumstances shall performance times violate any provisions of the Code.

1.17 RIDE QUALITY

Maintain adjustment of elevator equipment to comply with the following:

- A. Noise levels inside the car shall not exceed the following:
 - 1. Car at rest with doors closed and fan off – 40 dba.
 - 2. Car at rest with doors closed and fan running – 55 dba.
 - 3. Car running at high speed and fan off – 50 dba.
 - 4. Door in operation – 60 dba.
- B. The maximum horizontal peak-to-peak vibration (using the ISO-weighted filter) shall not exceed 20.0 milli-g in either the front-to-back or side-to-side direction, under any circumstances or conditions, from the time the elevator begins to move until it comes to rest.
- C. The maximum vertical peak-to-peak vibration (using the ISO-weighted filter) shall not exceed 15.0 milli-g under any circumstances or conditions, from the time the elevator begins to move until it comes to rest.
- D. Once per year, the Contractor is required to provide a ride-quality analysis printout identifying measured vibration in the X, Y, and Z directions in mili-g units throughout a complete run of the elevator in the up direction and in the down direction. Data shall be filtered using the appropriate filter mentioned herein. Results must confirm that the maximum peak-to-peak vibration and noise levels do not exceed the values required herein, or else corrections shall be made and the ride-quality retested. Analysis must also include noise, velocity, acceleration, and jerk rates.

1.18 SUPERVISORY SYSTEM

- A. The group supervisory (dispatching) system shall be checked and tested quarterly to insure that all circuits and time settings are properly adjusted, and that the system performs as designed and installed by the manufacturer.
- B. Contractor shall submit to Owner a full description of the test of the supervisory system, and results of such test. The test shall include observations, adjustments and report of proper indications of cars in group, method of assignment, cars automatically removed from group as a result of individual malfunction, main floor demand setting, priority and security setting, preferred service response, peak traffic recognition and time clock settings for this purpose, car and hall call circuitry, direction performance operation, door dwell timing device settings, main floor loading times and sequence, and conditions which expedite or delay normal dispatch times.

1.19 TESTING

The Contractor shall perform all required routine and/or periodic tests, including annual and five year tests, as mandated by the authorities having jurisdiction and the applicable codes, on all devices of any type covered under this Contract. This includes required testing of fire service

operation and annual emergency power testing if applicable. Any additional testing required by local authorities shall be included. Contractor shall include any necessary paperwork, machine room or other logs, filing fees, tagging of devices, and/or notifications to the appropriate authorities without additional charge.

1.20 SPARE PARTS

- A. The Contractor shall provide and maintain a supply of contacts, coils, leads and generator brushes, lubricants, wiping clothes, and other minor parts in each elevator machine room for the performance of routine preventative maintenance. All spare parts shall be kept in locked metal storage cabinets provided by the Contractor. Major repair or replacement parts shall be kept within a 25 mile radius of the site and shall be deliverable within 24 hours.
- B. Contractor shall guarantee that they can obtain all necessary spare parts.
- C. Contractor shall provide a list on its own letterhead, with its bid, of its guaranteed on-site inventory, attached as Schedule "B".

1.21 MANUFACTURER'S SUPPORT AVAILABILITY

Contractor must not be bound by support barriers with any original equipment manufacturer. Contractor should submit a statement regarding their ability to gain technical support and/or parts for each type of elevator equipment serviced under this contract. This should include, but not be limited to, controls, door equipment, emergency communication systems, rotating equipment, pump and power units.

1.22 WIRING DIAGRAMS

- A. Contractor shall maintain one (1) complete set of "as-built" field wiring and straight line wiring diagrams in each machine room, showing all electrical circuits in hoistway as well as the machine room, showing also any changes or update of circuits. This set of diagrams shall be kept in clean and legible condition and shall be properly protected and stored in the elevator machine room--uniformly these diagrams shall be the property of the Owner.
- B. The Contractor shall maintain a complete duplicate set of updated electrical wiring diagrams on file with Owner's management; these diagrams shall be the property of the Owner.

1.23 PAINTING

The Contractor shall keep the exterior of the machinery and any other parts of the equipment subjected to rust and paint deterioration properly painted, identified and presentable at all times. Motor windings and controller coils shall be periodically treated with the proper insulating compound.

1.24 ITEMS EXCLUDED FROM CONTRACT

The following additional items of elevator equipment are excluded:

Car enclosure (including removable panels, suspended ceiling, light diffusers, etc.), car door panels, hoistways enclosures, hoistway door panels, hoistway door frames and sills, fluorescent light tubes and car frames, cleaning and refinishing of the interior of the cars and exterior of hoistway door frames, the mainline switch and mainline fuses, cab lighting, underground hydraulic jack cylinders and all underground piping, repair or replacement of life safety systems such as fire recall and smoke sensing devices. Also excluded shall be any other item, action or occurrence caused by negligence, misuse, abuse or vandalism, provided contractor gives immediate timely notification to the client of such an occurrence, new attachments or upgrades that may be recommended by governmental authorities and/or insurance companies. Underground piping, renewal or refinishing of balustrades and power lines to escalators shall also be excluded.

1.25 INDEMNITY

- A. Contractor and its employees engaged in performance of the Work shall at all times be deemed to be performing as independent Contractors and not as agents or employees of the Owner and the acts and omissions of such employees shall be deemed to be those of the Contractor. The Contractor hereby agrees to indemnify and hold harmless the Owner of the premises and its managing agency, the Owner's employees, and the Consultant, Consultant's employees and Consultant's subsidiaries from and against all liability claims, demands, losses, judgments, costs, and expenses, on account of injury to persons, including death resulting therefrom and damage to property, arising out of the performance, or incidental to, or in any way resulting from the acts or omissions of the Contractor or Contractor's employees and agents while acting within the scope of their employment.
- B. The Contractor shall, at his or its own expense, defend any and all actions at law brought against the Owner or any other indemnitee hereunder based thereon and shall pay all attorney fees and all expenses and promptly discharge any judgments arising therefrom. These conditions shall also apply to any subcontracted operations.
- C. All damage or loss to the property, caused in whole or in part by the Contractor, any subcontractor, and sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, at absolutely no cost to Consultant or Owner. Consultant and Owner may take any and all steps each may deem appropriate to avoid, prevent or remedy any situation; all of which shall be at the Contractor's expense. Contractor shall indemnify and hold harmless Owner and its directors, officers and employees with respect to any claim arising from its work, installation or supervision hereunder.

1.26 INSURANCE COVERAGE

- A. The Contractor shall not commence work under this Contract until it has obtained the following insurance. Contractor shall at all times carry insurance with limits not less than described as follows:

◇ Types and respective minimum limits of coverage shall be as follows:

Comprehensive General Liability

-Bodily Injury	\$5,000,000 each occurrence
-Property Damage	\$5,000,000 each occurrence

Comprehensive Automobile

-Liability	\$ 300,000 each person
-Bodily Injury	\$ 500,000 each occurrence
-Property Damage	\$ 300,000 each occurrence

Workman's Compensation

Statutory Limitations

- ◇ The insurance coverage required herein shall be executed with companies satisfactory to the Owner and written for not less than the above limits, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations.
- ◇ Contractor hereby waves any right of subrogation against the additional insureds. Certificates in form approved by Owner, evidencing the premiums therefore have been paid, shall be delivered to the Owner simultaneously with the execution of any contract prior to performing any work, and within fifteen (15) days prior to expiration of such insurance, like certificates shall be delivered to the Owner evidencing the renewal of such insurance together with evidencing satisfactory to the Owner of the payment of the premium. All certificates must contain a definite provision that if such are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, written notice will be mailed to the Owner by registered mail ten (10) days prior to such cancellation or change. Owner, Owner's Managing Agent and Owner's mortgagee(s) and regulatory agencies, and any other entities requested by the Owner, shall be named as additional parties insured on all policies. In no event will the "deductible" on any liability policy exceed \$5,000.00.

B. The Owner agrees to give the Contractor notice within a reasonable time (Sunday and holidays exempted) of any accidents, alteration or change affecting the equipment covered by this Contract and of any change of ownership. It is understood and agreed that the Contractor will notify the Owner immediately when any equipment becomes unsafe or operating in a manner which might cause injury to anyone using said equipment and it is further understood and agreed that the Contractor will immediately remove any equipment from service when the equipment becomes unsafe or operating in a manner which might cause injury to anyone using said equipment.

1.27 BILLING RATES

See attached Maintenance Contract Schedule "A" for rates to be charged for all work not covered under the scope of this contract. These rates shall escalate on each anniversary of the commencement date of this contract according to the straight time increase in labor cost compared to the previous year, but notwithstanding anything to the contrary, the maximum annual increase shall not be more than four percent (4%) per year.

If a Maintenance Contract Schedule "A" is not attached to this contract, the schedule that was submitted with the Contractor's original bid shall be in effect for this contract.

1.28 ESCALATION

- A. Contractor shall provide to Owner, at or before the commencement of this Contract, a separate statement of Contractor's labor cost, material costs and total costs for the performance of this Contract. Upon submission by Contractor to Owner satisfactory evidence that the Contractor's actual labor and/or material costs for the performance of this Contract have increased, the Contractor's compensation under this Contract shall be increased annually on each anniversary date succeeding the effective date of this Contract as follows:
1. Labor cost shall constitute 80% of contract price.
 2. Material cost shall constitute 20% of contract price.
 3. 80% of total contract price shall be increased by the actual percent increase in the straight time direct labor cost.
 4. 20% of total contract price shall be increased by the percent increase in material cost.
- B. The increase in material costs shall be the difference of the index of "Wholesale Metal Products", published by the U. S. Department of Labor, Bureau of Labor Statistics, in the base year and the year in which the increase is to be calculated. The monthly index to be used for the base year is the index for the month in which this Contract becomes effective.
- C. Notwithstanding anything to the contrary, the maximum annual increase shall not be more than four (4) percent of the total contracted payment for the preceding contract year.

1.29 KEEPING GOOD RELATIONS

Contractor agrees that it shall not at any time prior to or during the term of this Contract, either directly or indirectly use any sub-contractors and/or labor and/or materials which would or will create any difficulty with other contractors and/or subcontractors and/or labor engaged by Contractor or Owner or others in the construction, maintenance and/or operation of the development or any part thereof.

1.30 ASSIGNMENT

- A. Contractor shall not assign this Contract or any interest therein or delegate any duties hereunder without the prior written consent of the Owner in each instance.
- B. The violation by Contractor of any of the covenants, agreements, terms, provisions and conditions contained in this section shall be deemed a substantial default by Contractor under the terms of this Contract.

1.31 COMPLIANCE WITH LAW

- A. Contractor shall obtain any and all government permits and licenses required for the proper and lawful conduct of the Contractor's business at Contractor's sole cost and

expense. If the failure to secure such license and/or permit would, in any way, affect Owner, contractor, at contractor's sole expense, shall be responsible to clear all violations and pay all fines imposed, and shall at all times comply with the terms and conditions of each such license or permit.

- B. Contractor shall, in the conduction of its operation, comply with all applicable laws, orders and regulations of any governmental agencies and authorities having jurisdiction in these matters, at no additional cost to the Contract.
- C. Contractor shall provide Owner with a proposed schedule of inspections, tests and maintenance for the coming years; such schedule to be provided on each subsequent anniversary date. Schedule shall incorporate minimum requirements as specified herein. Such schedule shall include anticipated times when units will be taken out of service and duration of same. If for any reason this schedule is modified at any time, Management shall be notified.
- D. Contractor shall comply with regulations of all other governmental agencies having jurisdiction, and written recommendations of Owner's insurance carrier or independent elevator consultant for repairs as covered herein.

1.32 SUBCONTRACTING

Contractor shall not subcontract any work or responsibility in this Contract, except items that are out of normal scope, such as hoist motor and generator repairs, without the prior written consent of Owner.

1.33 NON-WAIVER PROVISIONS

The failure of Owner to insist, in one or more instances, upon the strict performance of any of the covenants, terms, provisions or conditions of this Contract or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, conditions or election, but the same shall continue and remain in full force and effect. No waiver by Owner of any covenant, agreement, term provision, or conditions of this Contract shall be deemed to have been made unless expressed in writing and signed by Owner.

1.34 MECHANICS' LIEN

- A. Contractor agrees that if any mechanic's lien is filed against the building for work done, services claimed to have been rendered or materials claimed to have been furnished in connection with or pursuant to the provision of this contract, that Contractor shall cause such mechanic's lien to be discharged within 30 days after filing, at Contractor's expense by discharge or bonding, and proof of same shall be provided by Contractor to Owner.
- B. Contractor will hold Owner, its directors, officers, agents and employees harmless against any such lien and any expenses or fees, including reasonable attorney's fees, incurred in connection therewith. Upon Contractor's failure to comply herewith, the same may be furnished by Owner at Contractor's sole expense.

1.35 CAPTIONS

The captions and sections identifications are inserted only as a matter of convenience and for reference, and in no way define or limit neither the scope of this contract nor the intent of any provision thereof. It is understood that wherever terms as “adequate” or “as required” or “as necessary” or “if necessary” are indicated in the specifications, these terms shall be construed to mean “as agreed by Owner and Contractor and in accordance with industry and/or manufacturer’s standards”.

1.36 MISCELLANEOUS

- A. This Contract and its attachments shall constitute the entire agreement between the parties.
- B. This Contract can be modified only by written agreement of both parties and in all respects shall be governed by the laws of The State of Pennsylvania and Federal law. As used herein, “day” shall mean calendar days unless otherwise expressly provided.
- C. This Contract shall insure to the benefit of and be binding on the successors of Contractor and the successors and assigns of Owner.

1.37 ADDITIONAL COVERAGE

- A. All other materials, solid-state components, equipment, etc. not mentioned above which are part of the elevator or escalator installation are included in this agreement.
- B. Any types of devices whose components are not specifically identified but are identified in the list of devices covered under the scope of this agreement, such as wheelchair lifts, sidewalk elevators, etc., shall be covered by the Contractor without additional charge for maintenance, inspection, testing, repair and replacement of all components not specifically excluded herein.

1.38 PAYMENT

- A. The Owner agrees to pay the Contractor for service herein stated . . . **DOLLARS (\$) WHICH INCLUDES APPLICABLE TAX** which shall be separately identified on each bill every month during the term of this Contract. The term of this Contract is for (**. . .**) **YEARS** from , **200. . .** and continuing thereafter on a month to month basis until this agreement is terminated by 30 days written notice given by either party.

1.39 NON-PAYMENT

The Owner may have the elevators’ performance checked periodically by an independent elevator consultant to ensure the Contractor is performing in accordance with the terms and conditions of this Contract. If the Consultant determines that Contractor is not performing its obligations

hereunder, then, in addition to all other rights and remedies reserved to Owner herein or at law or equity, including the right of cancellation Owner may retain the monthly payments to Contractor until the deficiencies are fully cured and Contractor shall pay to Owner the cost of retaining consultant.

1.40 CANCELLATION

- A. Owner has the right to cancel this maintenance agreement at any time at its discretion with 30 days written notice to the contractor for the duration of this contract, including the month-to-month period following the expiration of the initial five-year period.
- B. Owner reserves the right to terminate this Contract upon at least 5 days written notice to Contractor of Owner's election to have major repair, alteration or upgrade work performed on any elevator to the extent that this work shall be competitively bid.
- C. In addition to the rights provided hereunder, Owner shall have the right to cancel this Contract immediately, by oral or verbal notice subject to written confirmation, upon the occurrence of any of the following contingencies:
 - 1. Bankruptcy of the Owner or Contractor;
 - 2. Mortgage Foreclosure;
 - 3. Condemnation, Destruction or Transfer or Conveyance of Title to the property in which the subject equipment is located.
 - 4. The premises in which the subject equipment is located is rendered unusable in the opinion of the Owner.

1.41 PERFORMANCE GUARANTEE

- A. If any unit is out of service due to equipment failure longer than two (2) consecutive working days for any non-scheduled reason, the monthly maintenance cost of that unit will be credited to the next monthly billing. All repairs shall be pre-scheduled in writing.
- B. If the contractor does not respond within the time frames specified in sections 1.1.C and 1.6 of this contract, the following month's billing will be credited in the amount of \$500 for each event.
- C. If, during 30 consecutive days, the Owner experiences three (3) call backs on the same unit for the same problem, the monthly maintenance cost of that unit will be credited to the next monthly billing.
- D. No penalty shall be assessed under items A and C of this section if damage is caused by vandalism or any other cause excluded elsewhere in this contract.
- E. If, during any month, the contractor fails to perform the minimum number of hours of "Preventive Maintenance", as indicated on Contractor's Bidform (attached)/as specified herein, Owner may deduct from the following month's payment the amount of deficient hours times the then current labor rate for the contract. (Note that hours spent on repair work, and other time spent by the Contractor's personnel on activities not specifically dedicated to "preventive maintenance", will not be included in the calculation of "monthly maintenance hours".)

- F. From time to time, the Owner shall employ a Consultant to inspect the vertical transportation equipment. The Contractor shall correct, repair or replace items noted on Consultant's deficiency list within the timeframe stipulated. In the event that the Contractor fails to comply with Consultant's timeline in addressing the deficiency list accordingly, Owner may deduct the monthly service charge for the effected elevator(s) from each subsequent month's billing until the deficiencies are corrected.
- G. Contractor must perform all tests mandated by the authorities having jurisdiction prior to the expiration date, or liquidated damages in the amount of \$100 per day per device shall be charged to the Contractor. Contractor must provide a status report to the Owner when the tests are completed.
- H. Any items identified in a periodic inspection form or reported as a potential periodic inspection violating condition must be corrected within 45 days. Contractor must certify in writing within the 45 days that all items are completed, or liquidated damages in the amount of \$100 per day per device will be charged to the Contractor. Contractor must also perform any filings required by the Department of Buildings, including but not limited to Affirmations of Correction, stating that all unsatisfactory items, deficiencies, and/or violating conditions have been corrected within the timeframes stipulated by the Department of Buildings, or liquidated damages in the amount of \$100 per day per device will be charged to the Contractor.

END OF MAINTENANCE CONTRACT SPECIFICATIONS

APPENDIX "A"
EQUIPMENT INVENTORY

Lawrence Convention Center	GLASS ELEVATOR BANK	ELEVATOR NO.S 1-2
Current Usage	Passenger	Passenger
Number of Elevators	1	2
Capacity	4,500 lbs.	3,500 lbs.
Speed	135 FPM	150 FPM
Floors Served	2 – 4 ; 2R – 4R	1 – 3
Number of Entrances	6	3
Dispatch Operation	Simplex	Duplex
Installation Type	Hydraulic	Hydraulic
Power Unit Manufacturer	EECO	EECO
Power Unit Year Installed	2003	2003
Controller Manufacturer	MCE	Schindler
Controller Model	HCM – 1000	MH II
Controller Type	Microprocessor	Microprocessor
Controller Year Installed	2003	2003
Motor Control	Submersible	Submersible
Door Operator Manufacturer	Schindler	Schindler
Door Operator Model	QKS	QKS
Entrance Width and Height	42" x 84"	60" x 96"
Car Door Type	Center Opening	2-Speed Center Opening
Hall Door Type	Center Opening	2-Speed Center Opening
Fixtures ADA Compliant	Yes	Yes
Date of Installation	2003	2003
Past Modernization	No	No

EQUIPMENT INVENTORY

Lawrence Convention Center	ELEVATOR NO.S 3 & 4	ELEVATOR NO.S 5 (Garage)
Current Usage	Passenger	Passenger
Number of Elevators	2	1
Capacity	3,500 lbs.	3,500 lbs.
Speed	150 FPM	100 FPM
Floors Served	1 – 3	1 – M
Number of Entrances	3	2
Dispatch Operation	Duplex	Simplex
Installation Type	Hydraulic	Hydraulic
Power Unit Manufacturer	EECO	Schindler
Power Unit Year Installed	2003	2003
Controller Manufacturer	Schindler	Schindler
Controller Model	MPH2	MPH2
Controller Type	Microprocessor	Microprocessor
Controller Year Installed	2003	2003
Motor Control or Pump Type	Submersible	Submersible
Door Operator Manufacturer	Schindler	Schindler
Door Operator Model	QKS	QKS
Entrance Width and Height	60" x 96"	60" x 84"
Car Door Type	2-Speed Center Opening	2-Speed Center Opening
Hall Door Type	2-Speed Center Opening	2-Speed Center Opening
Fixtures ADA Compliant	Yes	Yes
Date of Installation	2003	2003
Past Modernization	No	No

EQUIPMENT INVENTORY

Lawrence Convention Center	ELEVATOR NO.S 6 - 7	ELEVATOR NO.S 8 – 9	ELEVATOR NO. 10 (Garage)
Current Usage	Passenger	Passenger	Passenger
Number of Elevators	1 & 1	2	1
Capacity	3,500 lbs.	3,500 lbs.	3,500 lbs.
Speed	100 FPM	150 FPM	100 FPM
Floors Served	3 – 4	1, M, 2, 3R	1 – M
Number of Entrances	2	4	2
Dispatch Operation	Simplex	Duplex	Simplex
Installation Type	Hydraulic	Hydraulic	Hydraulic
Power Unit Manufacturer	Schindler	Schindler	Schindler
Power Unit Year Installed	2003	2003	2003
Controller Manufacturer	Schindler	Schindler	Schindler
Controller Model	MPH2	MPH2	MPH2
Controller Type	Microprocessor	Microprocessor	Microprocessor
Controller Year Installed	2003	2003	2003
Motor Control or Pump Type	Submersible	Submersible	Submersible
Door Operator Manufacturer	Schindler	Schindler	Schindler
Door Operator Model	QKS	QKS	QKS
Entrance Width and Height	60" x 96"	42" x 84"	60" x 84"
Car Door Type	2-Speed Center Opening	Center Opening	2-Speed Center Opening
Hall Door Type	2-Speed Center Opening	Center Opening	2-Speed Center Opening
Fixtures ADA Compliant	Yes	Yes	Yes
Date of Installation	2003	2003	2003
Past Modernization	No	No	No

EQUIPMENT INVENTORY

Lawrence Convention Center	FREIGHT ELEVATORS #1-2		FREIGHT ELEVATORS #3-4	
Current Usage	FE1 (freight)	FE2 (freight)	FE3 (freight)	FE4 (freight)
Number of Elevators	1	1	1	1
Capacity	12,000 lbs.	12,000 lbs.	12,000 lbs.	12,000 lbs.
Speed	100 FPM	100 FPM	125 FPM	125 FPM
Floors Served	1 – 4	2 – 4	3	3
Number of Entrances	4	3	4 (3F; 1R)	4 (3F; 1R)
Dispatch Operation	Simplex	Simplex	Simplex	Simplex
Installation Type	Hydraulic	Hydraulic	Hydraulic	Hydraulic
Power Unit Manufacturer	Minnesota	Minnesota	Minnesota	Minnesota
Power Unit Year Installed	2002	2002	2002	2002
Controller Manufacturer	MCE	MCE	MCE	MCE
Controller Model	HCM 1000	HCM 1000	HCM 1000	HCM 1000
Controller Type	Microprocessor	Microprocessor	Microprocessor	Microprocessor
Controller Year Installed	2003	2003	2002	2002
Motor Control or Pump Type	Dry Pump	Dry Pump	Dry Pump	Dry Pump
Door Operator Manufacturer	Peele	Peele	Peele	Peele
Door Operator Model	Bi-Parting	Bi-Parting	Bi-Parting	Bi-Parting
Entrance Width and Height	7' x 9'	7' x 9'	7' x 9'	7' x 9'
Car Door Type	Bi-Parting	Bi-Parting	Bi-Parting	Bi-Parting
Hall Door Type	Bi-Parting	Bi-Parting	Bi-Parting	Bi-Parting
Fixtures ADA Compliant	N / A	N / A	N / A	N / A
Date of Installation	2002	2002	2002	2002
Past Modernization	No	No	No	No

EQUIPMENT INVENTORY

Lawrence Convention Center	SERVICE ELEVATOR #1	SERVICE ELEVATOR #2
Current Usage	SE1	SE2
Number of Elevators	1	1
Capacity	8,000 lbs.	8,000 lbs.
Speed	100 FPM	100 FPM
Floors Served	2 – 4	1 – 4
Number of Entrances	3	4
Dispatch Operation	Simplex	Simplex
Installation Type	Hydraulic	Hydraulic
Power Unit Manufacturer	Minnesota	Minnesota
Power Unit Year Installed	2002	2002
Controller Manufacturer	MCE	MCE
Controller Model	HCM 1000	HCM 1000
Controller Type	Microprocessor	Microprocessor
Controller Year Installed	2003	2003
Motor Control or Pump Type	Dry Pump	Dry Pump
Door Operator Manufacturer	Schindler	Schindler
Door Operator Model	QKS	QKS
Entrance Width and Height	6' x 8'	6' x 8'
Car Door Type	2-Speed Center Opening	2-Speed Center Opening
Hall Door Type	2-Speed Center Opening	2-Speed Center Opening
Fixtures ADA Compliant	N / A	N / A
Date of Installation	2002	2002
Past Modernization	No	No

ESCALATOR EQUIPMENT SHEET

Esc # City Id	Manufacturer	Model	Year Installed	Floors Served	Typical Direction	Step Width (In)	Rated Speed (Fpm)	Actual Speed (Fpm)	Type Of Balustrade	# Of Flat Steps
5-6	Schindler	SWE	2003	1-2	Down/Up	40"	100	100/103	Glass	2
7-8	Schindler	SWE	2003	2-3	Down/Up	40"	100	101/102	Glass	2
9-10	Schindler	SWE	2003	2-3	Down/Up	40"	100	101/100	Glass	2
11-12	Schindler	SWE	2003	1-2	Down/Up	40"	100	100/102	Glass	2
17-18	Schindler	SWE	2003	3-4	Down/Up	40"	100	102/102	Glass	2
21-22	Schindler	SWE	2003	3-4	Down/Up	40"	100	101/102	Glass	2
Terrace	Schindler	SWE	2003	4-5	Down/Up	40"	100	OSS	Glass	2

ACCEPTED AND AGREED BY:

For the Contractor:

Name:

Title and Date:

Company:

Address:

.....

Authorized
Signature:

For the Owner:

Name:

Title and Date:

Company:

Address:

.....

Authorized
Signature:

DAVID LAWRENCE CONVENTION CENTER BID FORM

JAN. 22, 2010

1. The undersigned hereby declares the following:

A. That they have visited all the site at 1000 Ft. Duquesne Blvd., Pittsburgh, PA 15222 and that they have become familiar with the local conditions affecting the cost of the work.

B. That they have examined all specifications and contract documents regarding the above mentioned property.

C. That they will do and perform all work described in the specifications as provided for in the contract documents, and will provide all labor, materials, tools, equipment, insurance, and fees required to perform that work.

D. That they have evaluated the existing mechanical and electrical conditions to determine if mechanical and electrical requirements of proposed new equipment are met, and that any discrepancy or variance noted was brought to the attention of the owner and consultant.

2. Submission of this bid indicates the awareness and full acceptance of existing conditions by the undersigned.

3. Monthly bid price for maintenance for a Five Year full service maintenance contract on Seventeen (17) Hydraulic Elevators and Fourteen (14) Escalators as per specifications dated, October 28, 2009 (including sales tax):

\$ _____
per month

4. Monthly bid price for maintenance for a Three Year full service maintenance contract on Seventeen (17) Hydraulic Elevators and Fourteen (14) Escalators as per specifications dated, October 28, 2009 (including sales tax):

\$ _____
per month

Name of Bidding Company: _____

Address of Bidder: _____

Signature: _____

Print Name: _____

Print Title: _____

Federal ID Number: _____

Telephone Number: _____

Fax Number: _____

Date: _____

MAINTENANCE CONTRACT SCHEDULE "A"

Name of Elevator Contractor: _____ Date: _____

BILLING RATES

The following unit costs for labor shall be used for all work not covered under the scope of this Contract:

	STRAIGHT TIME	OVERTIME	PREMIUM TIME	STANDBY
Mechanic	_____	_____	_____	_____
Helper	_____	_____	_____	_____
Repair Team	_____	_____	_____	_____

ARTICLE 4

4.2 SUBMISSION OF RESPONSES

- 4.2.1 Submit two (2) properly executed, bound Responses in 8 1/2" x 11" or 14" format in a sealed opaque envelope or package. The envelope or package shall be identified with the Respondent name and address, and the proposal due date to the following address:

Assistant General Manager
David L. Lawrence Convention Center
1000 Fort Duquesne Blvd
Pittsburgh, PA 15222

- 4.2.2 Sealed responses shall be submitted no later than 1:00PM on February 16, 2010. Responses received after that time and date will be returned unopened. The Respondent shall assume full responsibility for timely delivery at the location designated for the receipt of Responses.
- 4.2.3 Submission of a Response signifies careful examination of the RFP and complete understanding of the nature, extent and location of the Work to be performed.
- 4.2.4 Oral, telephonic or telegraphic Responses are invalid and will not receive consideration.
- 4.2.5 All Responses shall be typewritten or computer printed without erasures or deletions.

4.3 NO CONTACT POLICY

- 4.3.1 Prior to the Response Due Date and after receipt of Proposals by Operator, and until the award of this Contract, no Respondent, subcontractor to Respondent shall contact or communicate, in any manner, with the following parties concerning matters directly related to this Contract:
- a) Any member of Center staff, any employee or agent thereof, except in the manner described herein.
 - b) Any member of the Authorities, any employee or agent thereof.
 - c) Any elected official or employee of the State of Pennsylvania, Allegheny County or City of Pittsburgh.

d) Any official of SMG, including corporate staff.

4.3.2 Any contact that violates any of the above instructions shall be grounds for disqualification and/or rejection of a Response, and in the case of a subcontractor, the preclusion of that subcontractor providing services for the Project. Each Respondent is responsible for notifying its prospective subcontractors of these instructions.

4.3.3 All comments and questions (requests for information) concerning this Request for Proposal and the corresponding procedures and requirements must be addresses in writing, via facsimile, mail, or e-mail to the following:

Assistant General Manager
David L. Lawrence Convention Center
1000 Fort Duquesne Blvd.
Pittsburgh, PA 15222

Fax - 412-325-6104
E-mail - cmolinari@pittsburghcc.com

Operator will respond to all comments and questions in writing within five (5) days of the request being submitted. All requests for information must be received by Center at least seven (7) days prior to the Response Due Date in order to receive consideration. Operator will not be responsible for comments and/or answers received in any manner other than as described above.

ARTICLE 5
CONSIDERATION OF RESPONSES

5.1 SELECTION PROCESS AND CRITERIA

Each Response will be reviewed and award will be made according to the following process:

- 1) General Qualifications of Firm
- 2) Pricing
- 3) MBE and WBE participation
- 4) References

5.2 REJECTION OF RESPONSES

Operator shall have the right to reject any or all Responses, for any reason at any time, reject a Response not accompanied by the data required by the RFP, or reject a Response which is in any way incomplete or irregular, with no liability for cost incurred.

5.3 ACCEPTANCE OF A RESPONSE

It is the intent of Operator to award a contract to one firm that, in Operator's judgement, is the most qualified and responsive Respondent, provided the Response has been submitted in accordance with the requirements of the RFP. Operator shall have the right to accept the Response which, in Operator's judgement, is in Center's best interest.

5.4 LIABILITY FOR COSTS

Operator will not be liable for any costs incurred in the preparation and presentation of the Response, or the negotiation and finalization of a contract.

5.5 OWNERSHIP OF MATERIALS

All materials submitted in response to the RFP shall become the property of Center and no materials so submitted will be returned to the Respondent.

ARTICLE 6
FORM OF AGREEMENT BETWEEN OPERATOR AND CONTRACTOR

The successful Respondent will be required to enter into a written contract with Operator and Owner. For informational purposes, several of the pertinent matters of the Agreement have been included below:

- 6.1.1 The Response of the awarded Contractor, along with any addendum or amendments thereof, shall be incorporated into the Agreement.
- 6.1.2 Operator shall have the right to terminate this Agreement or any part of this Agreement, at any time upon thirty (30) days written notice.
- 6.1.3 Indemnification: The Contractor shall defend, indemnify, and save harmless the Authorities, their Chairman, Members, Officers, and employees of, from, and against all claims, suits, judgements, expense, and costs of every kind and description, by reason of injury to persons or damage to property, resulting or alleged to result from any act or omission of the Contractor or his employees or agents.
- 6.1.4 Operator will provide administration of the Agreement.
- 6.1.5 Corporate Authority: All Pennsylvania corporations must obtain a Certificate of Incorporation and a Certificate of Good Standing from the Office of the Secretary of State prior to conducting business in the State of Pennsylvania. If a firm is incorporated in a State other than Pennsylvania, the firm must obtain a Certificate of Authority to do business from the Office of the Secretary of State prior to receipt of final contract award or utilization as a subcontractor.
- 6.1.6 Conflicts of Interest: The Contractor must state in its proposal, as of the date of the Response that it knows of no conflicts of interest which would be created by its contract for the project. It will be the continuing duty of the selected Contractor to report all potential conflicts of interest to Operator.
- 6.1.7 Prevailing Law: The Contractor and subcontractors must comply with all local, state, and federal laws, rules, and regulations applicable to this Agreement and to the services performed hereunder.

6.1.8 Subcontracting: The Responses must contain a list of all firms which will participate in this project as a result of this Agreement as described in Section 4.1. Although Respondents need not have a formal contract with proposed subcontractors at the time the Response is submitted, the Respondent may not change the composition of the team without written authorization of Operator. Additionally, Operator reserves the right of approval of all proposed subcontractors. Significant changes in the composition of the Project Team may constitute grounds for voiding the selection and commencing negotiations with the next highest ranked firm.