

RFP Number 22-03: Elevator Modernization
Leon County Research and Development Authority
Submission Deadline: August 23, 2022 @ 1:00 p.m.



REQUEST FOR PROPOSALS
ELEVATOR MODERNIZATION
RFP NO. 22-03

PROPOSAL DUE DATE
AUGUST 23, 2022

**REQUEST FOR PROPOSALS (“RFP”)
ELEVATOR MODERNIZATION
AT INNOVATION PARK
July 22, 2022**

The Leon County Research and Development Authority (“Authority”) is requesting proposals for the provision of Elevator Modernization at Innovation Park, Talcor Commercial Real Estate Services, Inc. (“Talcor”) is providing support to the Authority relative to this solicitation. The award shall be made to the responsible Proposer taking into consideration the evaluation factors set forth in the Request for Proposals (RFP) and, if necessary, obtaining best and final offers.

The Authority will receive all proposals. A committee appointed by The Board of Governors (“Board”) will evaluate all proposals which may conduct negotiations and make a final recommendation to the Board for award of the contract.

A. Services Sought.

1. Location.

The Authority is requesting proposals from qualified firms (“Proposers”) for the provision of Elevator Modernization at Innovation Park. It is the Authority’s intent to award one contract for modernization of two (2) elevators located in the Don Fuqua Complex Atrium and Johnson Building at Innovation Park. Only one (1) elevator shall be out of service at any time during modernization services.

2. Scope of Services and Approach to Scope of Services.

- a. The successful Proposer shall be required to provide the Elevator Modernization outlined in Exhibit “A” attached hereto (“Basic Services”) for the above referenced Location.
- b. The successful Proposer shall be required to furnish all equipment, machinery, transportation and other implements necessary to execute the contract. Proposer’s Proposal should include an outline of the type of equipment, which the Proposer intends to use to ensure Proposer has sufficient equipment and supplies for the provision of services contemplated in this request for proposals.
- c. The Proposer should propose a plan as to how the Basic Services and any suggested and/or enhanced services will be performed. The plan should include the number of personnel, which will be used to execute the services and when the services will be performed, and estimated time to complete each service. The Proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be approved by the Authority. In the event Proposer plans to subcontract any portion of the work, Proposer shall indicate in its plan the identity of the subcontractor(s) and the role of said subcontractor(s).

- d. The successful Proposer shall maintain that all employees have been trained in appropriate safety measures to ensure Proposer's employees are performing their work in a safe manner.

3. Qualifications of Proposer.

- a. The Proposer shall state their qualifications as a professional Elevator Modernization firm, by completing and submitting Attachment
- b. If any services are expected to be subcontracted, the Proposer shall also provide all of the above information for the subcontractor(s).

4. References/Client List.

- a. The Proposer shall provide a list of five (5) client references, at least three (3) of which shall be current clients, for whom the same or similar type of services as those sought in this RFP have been or are being provided. The Proposer shall provide the location of the properties served, a contact person, electronic mail address, if available, and telephone number for each. The Authority reserves the right to contact clients for reference checks.
- b. In the event the Proposer plans to subcontract any services, the above information shall be provided as it relates to the subcontractor(s) and the services that will be performed by such subcontractor.

5. Term of Agreement.

The agreement will begin October 6, 2022. The terms of the agreement for Elevator Modernization will be negotiated with the selected proposer. The contract will be monitored for acceptable services rendered throughout the contract term. The Authority will have the option to cancel the contract in whole or in part during the contract term, for any reason or no reason, without penalty, upon notice. The Proposer will not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

6. Payments.

- a. For payment due for Basic Services the Proposer shall submit invoice upon the completion of each phase of the project for the percentage of the total base lump sum bid amount as defined below less 5% retainage. Invoice amounts shall be based on the Proposer's services as rendered.
- b. Phases and percentage of total base lump sum bid amount to invoice:
 - i. Equipment Submittals 25%
 - ii. Delivery of Equipment 25%
 - iii. Completion of First Elevator 25%
 - iv. Completion of Second Elevator 25%
- c. The Proposer shall provide an invoice which provides detailed billing for services provided no later than thirty (30) calendar days after the completion of

each phase. Invoices received after this time has elapsed may be considered null and void.

- d. Proposer shall submit an invoice for the cumulative retainage following 30 days after completion of the final phase, and all issues, if any, have been resolved to the reasonable satisfaction of the Authority.
- e. Unless specified otherwise, the invoice shall be addressed as follows:

Leon County Research and Development Authority
c/o TALCOR Commercial Real Estate Services, Inc.
1018 Thomasville Rd, Suite 200A
Tallahassee, FL 32303
- f. Payments shall be paid to the Proposer within thirty (30) days contingent upon the receipt by Talcor of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the Authority and the condition that the Proposer has accomplished the services to the satisfaction of the Authority.

B. Proposal Process.

1. Mandatory Pre-submittal Conference

A mandatory pre-submittal meeting and walk-through of the job site will be conducted with interested proposers (and their subcontractors) by appointment only on August 9, 2022, at the Leon County Research and Development Authority's Morgan Building Conference room, 2035 E Paul Dirac Drive, Tallahassee, Florida. Please contact Stephanie Shoulet at the email address below to setup an appointment.

2. Contact Information

Each Proposer shall examine the RFP documents carefully and inspect the property subject to this RFP. Questions concerning the RFP terms, conditions and technical specifications will be accepted in writing through 2:00 PM, August 16, 2022. Requests must be transmitted via email. No Proposer may rely upon any oral responses. Answers to such questions will be posted on the Authority's website. Such written questions and requests shall be directed to the following Authority Contact person:

Authority Contact:

Stephanie Shoulet, Talcor Commercial Real Estate Services, Inc.
stephanie@talcor.com

- a. All registered Proposers will be sent any addenda or clarifications issued in response to this RFP. It is the responsibility of the Proposer to register its name and contact information with Stephanie Shoulet in order to receive said addenda or clarifications.

- b. Only communications from the Proposer which are in writing and signed by a person(s) authorized to contractually bind such Proposer will be recognized by the Board as duly authorized expressions on behalf of the Proposer.
- c. From the time this RFP is issued until a final decision is made by the Board as to the award of a contract to a Proposer, Proposers are instructed to:
 - i. Only contact the Authority Contact, identified hereinabove, regarding this RFP, the Proposer's Proposal or another Proposer's Proposal in writing; provided any such contact shall be limited to questions regarding the process of this RFP and shall not relate to the merits of the Proposer's Proposal or another Proposer's Proposal; and
 - ii. Other than discussions held during the Mandatory Pre-Submittal Conference and public meetings of the Board, or of the Evaluation Committee, no contact or communication in person, by telephone, e-mail, through an intermediary, or otherwise with any member of the Board or any other representative of the Authority, other than Authority Contact, regarding this RFP, the Proposer's Proposal or another Proposer's Proposal shall occur.
- d. Any contact or communication in violation of the provisions above shall be cause for rejection of the Proposer's Proposal.

3. Proposal Deadline.

Proposals must be received by the Authority by 1:00 PM, August 23, 2022 ("Submission Deadline"). Proposals may be mailed or hand-delivered to the address below:

Mail or hand-deliver to:

Leon County Research and Development Authority
Attn: Ron Miller
2051 E. Paul Dirac Drive, Suite 100
Tallahassee, FL 32312

Mark on the outside of the envelope and on any carrier's envelope: "PROPOSAL FOR ELEVATOR MODERNIZATION AT INNOVATION PARK, August 23, 2022, 1:00PM".

Due to pandemic restricted office hours, hand-delivered Proposals will only be accepted on the day of the Submission Deadline after 9:00am and before 1:00pm, or by appointment only if on days prior to the Submission Deadline. Please email rmiller@inn-park.com to make an appointment.

4. Submission of Proposal.

- a. Proposals must arrive at the above address no later than Submission Deadline to be considered.
- b. It is the Proposer's responsibility to assure that their Proposal is delivered to the proper location no later than the Submission Deadline.

- c. The Authority Contact, whose duty it is to open the Proposals, will open the Proposals as soon as practicable after the established Submission Deadline.
- d. Proposals received later than the Submission Deadline will not be considered, will be marked "Too Late" and may be returned unopened to the Proposer.
- e. The Authority and Talcor are not responsible for the premature opening of a Proposal not properly addressed and identified by the RFP title and submission deadline on the outside of the envelope/package.
- f. The Proposer shall submit an ORIGINAL and two (2) copies of the proposal on or before the Submission Deadline. Proposals will be retained as the property of the Authority. The Original of your Proposal must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding Proposer; all other copies may be photocopies.
- g. Proposer Registration - Potential Proposers MUST officially register before August 23, 2022, and as soon as possible, in order to be placed on the Registered Proposers list for the solicitation (see Attachment 9). This list is used for communications to prospective Proposers. Also, Proposers should be aware that solicitation documents obtained from sources other than the Authority Contact may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Proposer may cause a Proposer's Proposal to be rejected as non-responsive.
- h. Special Accommodation - Any person requiring a special accommodation at the Opening of Proposals because of a disability should inform the Authority Contact no less than three (3) workdays prior to the proposal deadline.
- i. All expenses associated with the submittal of a proposal will be borne solely by the Proposers.

5. General Conditions.

- a. Proposers must be available for interviews by the Evaluation Committee, and/or the Board if required.
- b. The contents of the Proposal of the successful Proposer will become part of the contractual obligations except as may be modified by subsequent negotiations.
- c. Proposals must be typed or printed in ink. All corrections made by the Proposer to their Proposal prior to the Opening of Proposals must be initialed and dated by the Proposer. No corrections will be allowed to be made to Proposals after the Opening of Proposals.
- d. The Authority reserves the right to reject any or all Proposals, in whole or in part, when such rejection is in the best interest of the Authority. Further, the Authority reserves the right to withdraw this solicitation at any time prior to the final award of the contract.

- e. Equal Opportunity/Affirmative Action Requirements - The Proposer shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief. For federally funded projects, in addition to the above, the Proposer shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein. In addition to completing Attachment 3, the Equal Opportunity Statement, the Proposer shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.
- f. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - The Proposer must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency and meet all other responsibility matters as contained in the certification form attached as Attachment 4.
- g. Fictitious Name Registration - If the Proposer is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Proposal.
- h. Unauthorized Alien(s) - The Proposer shall be responsible for assuring that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Authority shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of the contract entered into by the Authority as a result of this RFP. As part of the response to this RFP, please complete and submit Attachment 5 -- the “Affidavit Certification Immigration Laws.”
- i. Addenda to Specifications - If any addenda are issued after the initial specifications are released, the Authority will post the addenda on the Authority’s website at <http://innovation-park.com/opportunities/>.

It is the responsibility of the Proposer prior to submission of any Proposal to check the above website or contact the Authority Contact at (850) 224-2300 to verify any addenda. The receipt of all addenda must be acknowledged on the Proposal sheet.

6. Schedule

The following table lists the important dates/times and actions relative to this solicitation. If the Board finds it necessary to make changes to the actions, dates, and/or times, such changes will be accomplished by written addendum to this solicitation and posted on the Authority’s website. All times are local times in Tallahassee, Florida.

<u>Events</u>	<u>Date/Time</u>
Release/Issuance of RFP	July 22, 2022
Mandatory Pre-Submittal Meeting	August 9, 2022 by Appointment
Questions for Clarification Deadline	August 16, 2022 at 2:00 PM (EST)
Submission Deadline	August 23, 2022 at 1:00 PM (EST)
Evaluation Committee's Recommendation for Contract Award	August 30, 2022 (tentative)
Authorization of contract by Board of Governors of Authority	October 6, 2022
* Notice of meetings of the Evaluation Committee will be posted on the Authority's website at http://innovation-park.com/opportunities/	

7. Evaluation

Proposals will be reviewed and evaluated based upon the following criteria:

- a. Completeness of proposal, approach to Scope of Services.
- b. Qualifications of Proposer and qualifications of personnel selected to perform the services.
- c. Past performance on contracts for similar services with respect to such factors such as costs, quality of work and ability to perform.
- d. Price and schedule.
- e. Local Preference in Purchasing and Contracting
 - i. Preference in Requests for Proposals. In letting of contracts for procurement of contractual services for which a request for proposals is developed with evaluation criteria and a point ranking system is used, additional points shall be added to the total score for a local preference, as follows:
 - (1) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five (5) points.
 - (2) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three (3) points.
 - ii. Local business definition. For purposes of this section, "local business" shall mean a business which:
 - (1) Has had a fixed office located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by LCRDA; and
 - (2) Holds any business license required by Leon County and, if applicable, the City of Tallahassee; and

- (3) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
 - iii. Certification. Any vendor claiming to be a local business as defined shall so certify in writing to LCRDA. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed (Attachment 8). LCRDA shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a vendor meets the definition of a "local business."
- f. Minority, Women and Small Business Enterprise (MWSBE) Preference
 - i. Preference in Requests for Proposals. In letting of contracts for procurement of contractual services for which a request for proposals is developed with evaluation criteria and a point ranking system is used, a preference of five (5) points shall be added for a certified MWSBE.
 - ii. Certification. Any vendor claiming to be an MWSBE shall attach evidence of certification from the Tallahassee-Leon County Office of Economic Vitality, or the State of Florida.

Although not required, a point ranking system may be used to aid in the evaluation process. If a point ranking system is not used, Local and MWSBE Preferences shall be considered in the evaluation process.

8. Contract

The successful Proposer will be required to enter into a contract with the Authority in substantially the same form as the sample contract provided in Exhibit B. A separate maintenance agreement will be awarded in substantially the same form as provided in Exhibit A. By submitting a Proposal, the Proposer acknowledges and agrees to comply with the following if they become the Proposer chosen by the Board:

- a. Hold Harmless - The Proposer shall agree to indemnify and hold harmless the Authority from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Proposer, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Proposer, including but not limited to costs and a reasonable attorney's fee. The Authority may, at its sole option, defend itself or allow the Proposer to provide the defense. The Proposer shall acknowledge that ten dollars (\$10.00) of the amount paid to the Proposer is sufficient consideration for the Proposer's indemnification of the Authority.
- b. Audits, Records, and Records Retention: The Proposer shall agree as follows:
 - i. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided under this contract.

- ii. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
 - iii. Upon completion or termination of the contract and at the request of the Authority, the Proposer will cooperate with the Authority to facilitate the duplication and transfer of any said records or documents during the required retention period as specified hereinabove.
 - iv. To assure that these records shall be subject at all reasonable time to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Authority.
 - v. Persons duly authorized by the Authority and Federal auditors, pursuant to 45 CFR Part 92.36(I)(10), shall have full access to and right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
 - vi. To include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- c. Insurance - Attention is directed to the insurance requirements below. Proposers should confer with their respective insurance carriers or brokers to determine in advance of Proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. Proposers who fail to comply strictly with the insurance requirements may be disqualified from award of the contract.
- i. The Proposer shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, or employees.
 - ii. Minimum Limits of Insurance – The Proposer shall maintain limits no less than the following:
 - (1) General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with a \$2,000,000 annual aggregate. Contractor's insurance shall include Authority as an additional insured as provided herein below.
 - (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for non-owned,

- hired automobile. Contractor's insurance shall include Authority as an additional insured as provided herein below. The requirements of this provision may be waived upon submission by Contractor of a written statement that no automobiles are used to conduct business.
- (3) Worker's Compensation and Employers Liability: Insurance covering all employees meeting statutory requirements in compliance with the applicable state and federal laws. In lieu of naming Authority as an additional insured, Contractor shall provide to Authority a waiver of all rights of subrogation against Authority with respect to losses payable under such workers' compensation policy(ies).
- iii. Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions applicable to any of Contractor's policies required above shall be declared to and approved by Authority. Thereafter, at the request of Authority, Contractor shall cause its insurer to reduce or eliminate such deductibles or self-insured retentions as they may apply to Authority, its agents, officers, officials, employees and volunteers or, in lieu of such reductions or eliminations, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
- iv. Other Insurance Provisions – The policies are to contain, or be endorsed to contain, the following provisions:
- (1) General Liability and Automobile Liability Coverages (Authority and its agents are to be named as Additional Insured).
- (2) The Authority, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Proposer, including the insured's general supervision of the Proposer; products and completed operations of the Proposer; premises owned, occupied or used by the Proposer; or automobiles owned, leased, hired or borrowed by the Proposer. The coverage shall contain no special limitations on the scope of protections afforded the Authority, its officers, officials, employees, agents or volunteers.
- (3) The Proposer's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, agents or volunteers shall be excess of the Proposer's insurance and shall not contribute with it.

- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its officers, officials, employees, agents or volunteers.
- (5) The Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (6) All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
- (7) Acceptability of Insurers - Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- (8) Verification of Coverages - The Proposer shall furnish the Authority with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

d. Ethical Business Practices

- i. Gratuities - It shall be unethical for any person to offer, give, or agree to give any Authority employee, or for any Authority employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or response therefore.
- ii. Kickbacks - It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the Proposer or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

- e. The Authority reserves the right to deny award or immediately suspend any contract resulting from this response pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

9. Proposal Format.

a. General Format for Proposals

To facilitate evaluation, the Proposer shall follow the format outlined in this section. Failure of a Proposer to follow the required format may, at the sole discretion of the Authority, result in the rejection of the submittal. Proposals shall contain concise written material that enables a clear understanding and evaluation of the capabilities of the Proposer. Clarity and completeness are essential. The Authority, at its sole discretion, may reject any Proposal which is unclear in any way.

b. Proposal Content

This RFP will be used as the instrument to solicit Proposals for Elevator Modernization for the Authority. It defines the terms, conditions and specifications to be followed and met by the Proposers. In order to maintain comparability and simplify the review and evaluation process, all Proposals submitted are required to be organized in the following manner. Failure to comply with the prescribed organization may, at the discretion of the Evaluation Committee, result in the elimination of the Proposal from consideration. Proposals are to be submitted in three ring binders or bound by binder clips **only**. No manner of plastic, comb or wire bindings or staples are acceptable. Be sure to follow and clearly mark each section of your Proposal according to the sections below.

Tab 1 – Title Page – The Title Page should contain the following:

- The RFP title
- The name of the proposing Proposer
- The name, address, telephone, e-mail address and fax number of the primary contact person

Tab 2 – Table of Contents – The table of contents should include a clear identification of the material included in the Proposal, by section and by page number.

Tab 3 – Approach to Scope of Service

Tab 4 – Qualifications

Tab 5 – Experience

Tab 6 – References/Client List

Tab 7 – Required Forms

- (1) Include the following completed forms:
 - Attachment 1 – Proposal Form
 - Attachment 2 – Price Schedule
 - Attachment 3 – Equal Opportunity/Affirmative Action Statement;
 - Attachment 4 – Certification Regarding Debarment, Suspension and Other Responsibility Matters;
 - Attachment 5 – Affidavit Certification Immigration Laws;
 - Attachment 6 – Insurance Certification Form; and
 - Attachment 7 – Drug-Free Workplace Form.
 - Attachment 8 – Local Vendor Certification
 - Attachment 9 – Proposer Registration Form (as submitted prior to August 23, 2022)
 - Attachment 10- Schedule of Initial Base Hourly Rates for Contractor’s Personnel
 - Attachment 11 – Proposer’s Statement of Qualifications
- (2) Copies of required licenses, registrations, and certifications, if any

ATTACHMENT 1

PROPOSAL FORM

Elevator Modernization
At Innovation Park

Place: Leon County R&D Authority
2051 E. Paul Dirac Drive
Tallahassee, FL 32310

Due Date: August 23, 2022 at 1:00 PM

Proposal of _____ hereinafter-called
PROPOSER, a corporation organized and existing under the laws of the State of
_____, or, a partnership, a company, or an individual doing business as _____
_____.

To the Leon County Research and Development Authority, hereinafter referred to as
“Authority”.

The PROPOSER, in compliance with the request for proposals for Elevator
Modernization, having examined the specifications with related documents and the sites of the
proposed work, and being familiar with all of the conditions of the proposed work, including the
availability of materials and labor, hereby proposes to furnish all labor, material and supplies and
at the prices and schedule shown in Attachment 2 - Price and Schedule. These prices are to cover
all expenses incurred in performing the work required under the proposal documents, of which
this proposal is a part. These prices are firm and shall not be subject to adjustment provided this
Proposal is accepted within ninety (90) days after the time set for receipt of proposals.

PROPOSER hereby agrees to commence work under this contract on or before a date to
be specified in a written “Notice to Proceed” to be issued by the Authority.

PROPOSER agrees to perform all work for which he contracts as described in the
specifications for the prices shown on the attached Price Schedule.

Upon receipt of the Notice of Award, PROPOSER will execute the formal contract
attached within seven (7) days and deliver Insurance Certificates as required.

The undersigned hereby declares that only the persons or firms interested in the proposal
as principal or principals are named herein, and that no other persons or firms than are herein
mentioned have any interest in this Proposal or in the contract to be entered into; that all addenda
issued related to the RFP have been received; that this proposal is made without connection with
any other person, company, or parties likewise submitting a proposal; and that it is in all respects
for and in good faith, without collusion or fraud.

RFP Number 22-03: Elevator Modernization
Leon County Research and Development Authority
Submission Deadline: August 23, 2022 @ 1:00 p.m.

The undersigned proposes to furnish all labor, material and fees required for the project execution at Innovation Park, 2035 East Paul Dirac Drive in Tallahassee, FL in accordance with specifications, for the contract prices specified below.

- No exceptions or clarifications taken.
- See attachment for exceptions/clarifications.

Under no circumstances shall the Proposer submit his own proposal without bidding the project specifications. A Proposer's Value Engineering Alternate is provided for optional equipment proposals and/or implementation methods other than the design specification requirements.

The bid includes Addenda number _____.

COMPANY: _____ AGENT NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ TELEFAX: _____

FEDERAL ID#: _____ AND/OR SOCIAL SECURITY #: _____

Respectfully submitted,

Attest:

By: _____

By: _____

Print Name _____

Print Name _____

Date _____

Title _____

ATTACHMENT 2

PRICE AND SCHEDULE

The PROPOSER, in compliance with the request for proposals for the **ELEVATOR MODERNIZATION**, having examined the scope of work and written specifications, hereby proposes to furnish **ELEVATOR MODERNIZATION** for the following unit prices.

COST AND SCHEDULE FOR BASIC SERVICES

- A. The base lump sum bid for the
1. Atrium Elevator is: \$_____.
 2. Johnson Bldg. Elevator is: \$_____.
- B. Proposed Guaranteed Scheduling for Project Implementation:
1. Lead time after contract award and selection item confirmations before start of work: _____ (weeks)
 2. Atrium Elevator out-of-service time: _____ (weeks)
 3. Johnson Bldg. Elevator out-of-service time: _____ (weeks)
 4. Total out-of-service time: _____ (weeks).
- C. Long-term monthly maintenance price for THREE years after guarantee period:
- \$_____ (Atrium Elevator).
\$_____ (Johnson Elevator).

The above unit prices listed in the Price Schedule shall include all labor, materials, removal, overhead, profit, insurance, and any other cost necessary to cover the finished work of the several kinds called for.

PROPOSER agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving proposals.

Respectfully submitted,

By: _____
Signature

Print Name

Print Title

ATTACHMENT 3

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The Proposer hereby agrees to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The Proposer agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Proposer: _____

Address: _____

ATTACHMENT 4

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

- 1) The Proposer certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the Proposer is unable to certify to any of the statements in this certification, such Respondent shall attach an explanation to this Proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Proposer's name

Address

ATTACHMENT 5

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

The Authority will not intentionally award Authority contracts to any Proposer who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act). The Authority may consider the employment by any Proposer of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Proposer of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Authority.**

Pursuant to section 448.095, Florida Statutes, Respondent agrees that it will enroll and participate in the Employment Eligibility Verification Program (“E-Verify Program”) administered by the U.S. Department of Homeland Security (“DHS”), under the terms provided in the “Memorandum of Understanding” with DHS governing the program, to verify the employment eligibility of all persons it employs under the contract term to perform duties in Florida. Respondent further agrees to provide to the Authority, as part of the contracting documents, documentation of such enrollment in the form of a copy of the “Edit Company Profile” page in E-Verify, which contains proof of enrollment in the E-Verify Program. (This page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage.) Information regarding “E-Verify” is available at the following website: <http://www.uscis.gov/e-verify>.

Respondent further agrees that it will require each subcontractor that performs work under this contract to verify the employment eligibility of its employees hired during the term of the contract by enrolling and participating in the E-Verify Program within ninety days of the effective date of the contract or within ninety days of the effective date of the contract between the Respondent and the subcontractor, whichever is later. The Respondent shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the Authority and other authorized state officials upon request.

[SIGNATURES ON NEXT PAGE]

RESPONDENT ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS) AND REPSONDENT WILL ENROLL IN THE E-VERIFY PROGRAM AS A CONDITION OF ANY AWARD RESULTING FROM THIS RFP.

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20__.

Personally known _____

NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of

(Type of identification)

My commission expires:

Printed, typed, or stamped
commissioned name of notary public

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE AUTHORITY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

ATTACHMENT 7
DRUG FREE WORKPLACE FORM

Drug-Free Work Place: Yes _____ N/A _____

If **Yes** please complete the form.

The undersigned proposer hereby certifies that _____
(Name of Business) does:

Publish statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or novo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

*This form **must** be completed, signed and returned with your response to fulfill the requirements of this RFP*

ATTACHMENT 9
PROPOSER REGISTRATION FORM

Distribution of Solicitation Documents – Documents related to the subject RFP are being distributed via the LCRDA’s website, <http://innovation-park.com/opportunities/>.

Official Registration - Companies must officially register in order to be placed on the proposer registration list for this solicitation. This list is used for communications to prospective companies.

- To register as a proposer, complete the following information in its entirety and email the completed registration form to Stephanie Shoulet at stephanie@talcor.com.
- Potential respondents to the RFP are responsible for reviewing the complete RFP documents and for collecting all addenda prior to submitting their response. Addenda and revisions will not be forwarded automatically. Potential respondents are advised to check the LCRDA’s website <http://innovation-park.com/opportunities/> periodically and prior to submitting their response.

Name of the Company:		
Company’s Mailing Address:		
City:	State:	Zip Code:
Telephone:	Fax:	E-Mail:
Primary Contact Person for the Company:		
Contact Person’s Mailing Address:		
City:	State:	Zip Code:
Telephone:	Fax:	E-Mail:

Questions & Answers - Questions concerning the RFP, required submittals, evaluation criteria, response schedule, or selection process, and requests for interpretations or corrections of any or actual or perceived ambiguity, inconsistency or error which the company may discover shall be directed in writing to Stephanie Shoulet. Such written questions and requests shall be: (1) received by Stephanie Shoulet no later than August 16, 2022 at 2:00 p.m. EST; (2) signed by a person authorized to contractually bind such company; and (3) directed to Stephanie Shoulet by the company by e-mail. Answers to such questions will be posted on the LCRDA’s website <http://innovation-park.com/opportunities/>.

Communication Prohibition - Prospective respondents are cautioned not to contact any officials other than Stephanie Shoulet concerning this RFP.

Contact Information for Stephanie Shoulet –

- E-mail: stephanie@talcor.com

Submit completed registration form to Stephanie Shoulet via email at Stephanie@Talcor.com

ATTACHMENT 10
SCHEDULE OF INITIAL BASE HOURLY RATES FOR CONTRACTOR’S PERSONNEL

VDA No. 65766	Contractors Hourly Base Cost including Fringe Benefits	Straight Time Rate Hourly Selling Price	Premium Time Rate	*1.5 Rate Hourly Selling Price (Specify)	**Double Time Rate Hourly Selling Price
Maintenance Mechanic					
Helper					
Modernization Mechanic					
Team					
Foreman / Adjuster					
Other					

*Hours and Days of the Week that the Rate applies: _____

**Hours and Days of the Week that the Rate applies: _____

ATTACHMENT 11

PROPOSER'S STATEMENT OF QUALIFICATIONS

1. Date _____
2. Firm Name _____
3. Address _____

Telephone No. _____
4. Type of Company (Corporation, Partnership, Sole Proprietorship)

5. Type of elevator work in which you specialize (Check one)
 - a. New Installation _____
 - b. Renovation/Alteration _____
 - c. Maintenance _____
6. List all principals/officers with their titles and years of experience with this firm
 - a. _____
 - b. _____
 - c. _____
7. List trade association memberships
 - d. _____
 - e. _____
 - f. _____
8. Proposed Project Manager and Superintendent with years of experience
 - a. Project Manager _____
 - b. Superintendent _____

9. Recent Projects and References (List information for similar modernization projects started or completed within the last twelve [12] months in the same logistical area. References will be contacted to confirm their experience with your firm.)

- a. (1) Project _____
- (2) Owner _____
- (3) Contact Person _____ Tele No. _____
- (4) Scope of Work _____
- (5) Contract Amount _____

- b. (1) Project _____
- (2) Owner _____
- (3) Contact Person _____ Tele No. _____
- (4) Scope of Work _____
- (5) Contract Amount _____

10. List a minimum of two (2) additional similar modernization projects completed within the last four (4) years with contact names, telephone numbers, date of completion and other pertinent information in the same logistical area.

11. List maintenance service references for similar groups of elevator systems currently serviced by your company under a full comprehensive maintenance program in the same logistical area. Provide building address, contact name and telephone numbers. List number of elevator units in each contract.

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____

12. Shop Union affiliation (if any) _____
Field Union affiliation (if any) _____

13. a. Number of employees _____
b. Number of maintenance mechanics _____
c. Number of installation mechanics _____
d. Number of maintenance mechanics familiar with these types of elevator: _____.

PREPARED BY: _____

TITLE: _____
(Duly Authorized Principal Officer)

**Exhibit “A”
Elevator Modernization
Scope of Services**

All references to “Contractor” in Exhibit “A” shall have the same meaning as “Proposer” as previously defined herein.

Exhibit A includes the attached:

- 1. Division 14 24 23, Technical Specifications for Two (2) Hydraulic Elevators at Innovation Park**
- 2. Section 14 01 20, Owners Form of Vertical Transportation Maintenance Agreement and Specifications for Full Coverage on Two (2) Hydraulic Elevators at Innovation Park**

DIVISION 14 24 23

TECHNICAL SPECIFICATIONS FOR

TWO (2) HYDRAULIC ELEVATORS

AT

INNOVATION PARK

2035 E. PAUL DIRAC DRIVE

TALLAHASSEE, FL

DATE: July 19, 2022

VDA No. 65766/DH

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DIVISION 14 – CONVEYING SYSTEMS

14 00 00 Conveying Equipment

14 24 00 – Hydraulic Elevators

14 24 23 – Hydraulic Passenger Elevators

PART 1 - GENERAL

1.1 SUMMARY AND DEFINITIONS

A. Related Documents

1. Leon County R&D Authority RFP 22-03
2. 14 24 23 - Hydraulic Passenger Elevators
3. 14 01 20 - Elevator Maintenance - Full Coverage Contract / Specifications

B. Intent

1. This section includes:
 - a. Hydraulic passenger
2. The following outlines the scope of work covered in this Section:

Substantial turn-key modernization of two (2) simplex hydraulic elevators as specified herein.

3. Related equipment shall be designed, constructed, installed and adjusted to produce the highest results with respect to smooth, quiet, convenient and efficient operation, durability, economy of maintenance, and the highest standard of safety.
4. It is not the intent of these specifications to detail the construction and design of all parts of the equipment, but it is expected that the type, materials, design, quality of work and construction of each part shall be adequate for the service required, durable, properly coordinated with all other parts, and in accordance with the best commercial standards applicable and of the highest commercial efficiency possible.
5. Electric and magnetic circuits and related parts shall be of proper size, design and material to avoid heating and arcing, and all other objectionable effects which may reduce the efficiency of operation, economy of maintenance and/or net-useful life of the apparatus.

6. Minimum requirements for design, materials, etc., are for certain parts of the equipment. Equivalent requirements approved by the Consultant shall apply to such parts as are of special design, construction or material and to which the specified requirements are not directly applicable. These minimum requirements as a whole shall be considered as establishing proportionate general minimum standards for all parts of the equipment.
7. The Consultant may permit variations from the requirement of these specifications to permit use of the Contractor's standard equipment, provided such standard equipment is in every way adequate for the intended use and meets the full intent of these specifications. All such variations proposed by the manufacturer shall be called to the attention of the Consultant and shall only be made if approved in writing prior to the award of the contract.
8. General requirements for design, materials and construction are intended primarily to apply to the heavy-duty and important parts of the equipment specifically mentioned and to other parts of similar duty and importance. Less important and light-duty parts may be of the standard design, materials and construction provided that, in the opinion of the Consultant, such standards are in accordance with the best commercial practice and are fully adequate for the purpose of use. All such variations shall be made only on the Consultant's written approval.
9. All equipment and component parts installed, supplied or provided under this contract shall be manufactured and distributed by a third-party, non-installer company servicing the vertical transportation industry.
 - a. Apparatus shall conform to the design and construction standards referenced herein and shall be rated the best commercial grade suitable for this application.
 - b. Equipment and component systems shall not employ any experimental devices or proprietary designs that could hamper and/or otherwise prohibit subsequent maintenance repairs or adjustments by all qualified contractors.
 - c. Manufacturers of the apparatus shall provide technical support and parts replacements for their equipment and component systems for a minimum of twenty (20) years and issue such guarantee of support to the purchaser with written certification naming the final Owner of their product(s) to ensure the apparatus or systems remain maintainable regardless of who may be selected for future service.
10. All equipment provided shall be factory and field tested with a history of design reliability and net-useful life established.
 - a. Contractor must be able to demonstrate the apparatus to be installed has been used successfully in a substantially similar manner under comparable conditions.
 - b. If the apparatus proposed differs substantially in construction, material composition, design, size, capacity, duty or other such rating from the equipment previously used for the same purpose by the manufacturer, the Consultant may reject the apparatus or require the vendor test and demonstrate the adequacy and suitability for this particular situation. Any necessary tests shall be performed at the sole expense of the Contractor with no prior guarantee of acceptance after the testing procedure.

11. The Contractor shall not use as part of the permanent equipment any experimental devices, proprietary design, components, construction of materials which have not been fully tried out in at least substantially similar or under comparable service, except as may be especially approved by the Consultant. If any important equipment or devices to be used on this installation differ substantially in construction, materials, design, size, capacity or duty from corresponding items previously used for the same purpose by the manufacturer, they shall pass such tests as the Consultant may require to fully show their adequacy and suitability. These tests shall be in addition to tests herein specified and shall be made at the expense of the Contractor.
12. Certain design limitations, tests, etc., are herein specified as a partial check of the adequacy of design, construction and materials used. These requirements do not cover all features necessary to ensure satisfactory and approved operation, etc., of the equipment.
13. It is understood, the entire system shall be designed, fabricated, modified and/or upgraded in full compliance with applicable local laws and code standards. The absence of a particular item or requirement shall not relieve the Contractor of the full and sole responsibility for such equipment, features and/or procedures.
14. With the exception of only those items specifically identified as being performed by others, the Specifications are intended to include all engineering, material, labor, testing, and inspections needed to achieve work specified by the Contract Documents. Inasmuch as it is understood that any incidental work necessary to complete the project is also covered by the Specifications, bidders are cautioned to familiarize themselves with the existing job site conditions. Additional charges for material or labor shall not be permitted subsequent to execution of the Contract.
15. Bidders must report discrepancies or ambiguities occurring in the Specifications to the Consultant for resolution prior to the bidding deadline, otherwise the Specifications shall be deemed acceptable in their existing form.

C. Termination of Existing Agreement(s)

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

D. Abbreviations and Symbols

1. The following abbreviations, Associations, Institutions, and Societies may appear in the Project Manual or Contract Documents:

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
ASTM	American Society for Testing and Materials
AWS	American Welding Society
IBC	International Building Code
IEEE	Institute of Electrical and Electronics Engineers
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Agency
OSHA	Occupational Safety and Health Act

E. Codes and Ordinances / Regulatory Agencies

1. Work specified by the Contract Documents shall be performed in compliance with applicable Federal, State, and municipal codes and ordinances in effect at the time of Contract execution. Regulations of the Authority Having Jurisdiction shall be fulfilled by the Contractor and Subcontractors. The entire installation, when completed, shall conform with all applicable regulations set forth in the latest editions of:
 - a. Local and/or State laws applicable for logistical area of project work.
 - b. Building Code applicable to the AHJ.
 - c. Elevator Code applicable to the AHJ.
 - d. Safety Code for Elevators and Escalators, ASME A17.1 and all supplements as modified and adopted by the AHJ.
 - e. Safety Code for Elevators and Escalators, A17.1S supplement to A17.1 as modified and adopted by the AHJ for Machine Room Less installations (MRL).
 - f. Guide for Inspection of Elevators, Escalators, and Moving Walks, ASME A17.2.
 - g. Safety Code for Existing Elevators and Escalators, ASME A17.3 as modified and adopted by the AHJ.
 - h. Guide for emergency evacuation of passengers from elevators, ASME A17.4.
 - i. National Electrical Code (ANSI/NFPA 70).
 - j. American with Disabilities Act - Accessibility Guidelines for Building and Facilities and/or A117.1 Accessibility as may be applicable to the AHJ.
 - k. ASME A17.5/CSA-B44.1 - Elevator and escalator electrical equipment.
 - l. ECC (Energy Conservation Code) as may be applicable to the AHJ.
2. The Contractor shall advise the Owner's Representative of pending code changes that could be applicable to this project and provide quotations for compliance with related costs.

F. Reference Standards

1. AISC - Specification for the Design, Fabrication and Erection of Structural Steel for Buildings.
2. ANSI/AWS D1.1 - Structural Welding Code, Steel.
3. ANSI/NFPA 80 - Fire Doors and Windows.
4. ANSI/UL 10B - Fire Tests of Door Assemblies.
5. [ASTM D1785 - PVC Pipe]
6. [ASTM D2466 – PVC Pipe Fittings]
7. [ASTM D2564 – Cement for PVC Pipe and Fittings]
8. ANSI/IEEE - 519-Latest Edition
9. ANSI/IEEE - Guide for Surge Withstand Capability (SWC) Tests
10. ANSI Z97.1 – Laminated/Safety Tempered Glass

G. Definitions

1. Defective Work: Operation or control system failure, including excessive malfunctions; performances below specified ratings; excessive wear; unusual deterioration or aging of materials or finishes; unsafe conditions; need for excessive maintenance; abnormal noise or vibration; and similar unusual, unexpected, and unsatisfactory conditions.
2. Provide: Where used in this document, provide shall mean to install new device, apparatus, system, equipment or feature as specified in this document.
3. Definitions in ASME A17.1 as amended or modified by the AHJ apply to work of this Section.

1.2 PERMITS AND SUBMITTALS

A. Permits

1. Comply with the requirements of Division 01.
2. Prior to commencing work specified by the Contract Documents, the Contractor shall, at its own expense, obtain all permits or variances as may be required by the AHJ and provide satisfactory evidence of having obtained said permits and variances to both the Owner’s Representative and Consultant.
3. File necessary drawings for approval of all Authorities Having Jurisdiction.
4. The Elevator Contractor shall undertake the necessary review and search procedure to identify open applications and/or outstanding violations for this property; and, close-out such applications and/or expunge such violations relative to the project scope as required for final acceptance by the AHJ.
 - a. Outstanding applications and violations must be indicated on the request for permit filing for this procedure to ensure such applications and/or violations are dismissed accordingly.
 - b. All relative costs shall be included in the base bid proposal with the understanding that corrective actions are covered under the specified scope of work.

B. Submittals

1. Prior to beginning the work, the Contractor shall submit and have approved copies of layout drawings, shop drawings and standard cuts. These items shall include:
 - a. A plan view of the hoistway and machine room
 - b. Elevation of the pit
 - c. All accessories.
 - d. BTU release per unit / per hour for power units.
2. The Consultant and the Owner's Representative shall pass on the submittals with reasonable promptness and the Contractor shall be responsible to ensure that there will be no delay in their work or that of any other trade involved.
3. Approved filing and submittal requirements must be completed before equipment and related materials are ordered.
4. Copies of Department of Buildings' permits and/or governing authority's documents will be posted at the job site with copies issued to the Owner's Agent, Owner's Representative and Consultant.
5. Samples of wood, metal, plastic, paint or other architectural finish material applicable to this project shall be submitted for approval by the Owner's designee.
6. It shall be understood that approval of the drawings and cuts by Owner's designee, Architect and/or Consultant shall be for general arrangement only and does not include measurements which are the Contractor's responsibility or approval of variations from the contract documents required by the AHJ.
7. The Contractor shall prepare a record log and maintain all submittals, shop drawings, catalog cuts and samples.

C. Measurements and Drawings

1. Drawings or measurements included with the bidding material shall be for the convenience of the bidders only and full responsibility for detailed dimensions lies with the Contractor.
2. In the execution of the work on the job, the Contractor shall verify all dimensions with the actual conditions.
3. Where the work of the Elevator Contractor is to join other trades, the shop drawings shall show the actual dimensions and the method of joining the work of the various trades.

D. Substitutions

1. Requests for substitutions will be considered under the following time limitations and situations:
 - a. Not less than ten (10) calendar days before bids are due.
 - b. Work or equipment specified becomes unavailable through unforeseen events such as strikes, loss of manufacturer's plant through fire, flood or bankruptcy.

2. Requested substitutions will be reviewed and adjudged. Failure of the Consultant to raise objection shall not constitute a waiver of any of the requirements of the Contract Documents.
3. Request for substitutions shall include complete data with drawings and samples as required, including the following:
 - a. Quality Comparison - Proposed substitution versus the specified product.
 - b. Changes required in other work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost Data - Resulting from the proposed substitution versus the specified product. The Contractor shall certify that the cost data presented is complete and includes all related costs under this Contract.
4. When proposing a substitution, the Contractor represents that:
 - a. They have investigated the proposed substitution and have determined that it is equal to or better than the product specified.
 - b. They will guarantee the substitution in the same manner as the product specified.
 - c. They will coordinate and make other changes as required in the work as a result of the substitution.
 - d. They waive all claims for additional costs as a result of the substitution, with the exception of those identified above under "cost data".
5. The Consultant will be sole judge of the acceptability of the proposed substitution.
6. The Consultant will have authority to approve or reject substitutions or to change the specified standards of quality. However, neither this authority to act under this provision nor any decision made in good faith, either to exercise or not to exercise this authority, shall give rise to any duty or responsibility of the Consultant to the Contractor, any Subcontractor, any Sub-Subcontractor, any of their agents or employees or any other persons performing the work or offering to perform the work.

E. Changes in Scope and Extra Work

1. The Owner may at any time make changes in the specifications, plans and drawings, omit work, and require additional work to be performed by the Contractor.
 - a. Each such addition or deletion to the Contract shall require the Owner and the Contractor to negotiate a mutually acceptable adjustment in the contract price, and, for the Contractor to issue a change order describing the nature of the change and the amount of price adjustment.
 - b. The Contractor shall make no additions, changes, alterations or omissions or perform extra work except on written authorization of the Owner.
 - c. Each change order shall be executed by the Contractor, Owner, and the Consultant.

F. Keys

1. Upon the initial acceptance of work specified by the Contract Documents on each unit, the Contractor shall deliver to the Owner, six (6) keys for each general key-operated device that is provided under these specifications in accordance with ASME A17.1, Part 8 standards as may be adopted and modified by the AHJ.
2. All other keying of access or operation of equipment shall be provided in accordance with ASME A17.1 Part 8 as may be adopted and modified by the AHJ.

G. Diagnostic Tools

1. Prior to seeking final acceptance of the project, the Contractor shall deliver to the Owner any specialized tools required to perform diagnostic evaluations, adjustments, and/or programming changes on any microprocessor-based control equipment installed by the Contractor. All such tools shall become the property of the Owner.
 - a. Owner's diagnostic tools shall be configured to perform all levels of diagnostics, systems adjustment and software program changes which are available to the Contractor.
 - b. Owner's diagnostic tools that require periodic re-calibration and/or re-initiation shall be performed by the Contractor at no additional cost to the Owner for a period equal to the term of the maintenance agreement from the date of final acceptance of the project.
 - c. The Contractor shall provide a temporary replacement, at no additional cost to the Owner, during those intervals in which the Owner might find it necessary to surrender a diagnostic tool for re-calibration, re-initiation or repair.
2. Contractor shall deliver to the Owner, printed instructions, access codes, passwords or other proprietary information necessary to interface with the microprocessor-control equipment.

H. Service Support Requirements / Spare Parts

1. Software / Firmware Updates
 - a. During the life of the equipment and subject to the term of the maintenance agreement, where revisions to firmware and/or software are issued by the control manufacturer or manufacturer of solid state and microprocessor based subsystems subsequent to the beneficial use of the equipment, updates shall be provided so that the installation and spare circuit boards are current with respect to software and firmware versions.
2. Spare Parts
 - a. Provide spare parts required for maintenance of the elevator equipment installed under this contract.

- 1) The spare parts shall be placed in new storage cabinets, located in the machine room, and become the property of the Owner.
- 2) Upon expiration of the contract, a complete set of spare parts as described below shall be turned over to the Owner and a receipt obtained.
- 3) The following is the absolute minimum requirement:
 - a) Four (4) fuses of each size.
 - b) Two (2) complete set of controller resistor of each size.
 - c) One (1) door lock of each type.
 - d) Two (2) car door and two hall door sheaves of each type.
 - e) Four (4) sets of door gibs for car and hall doors of each type.
 - f) One (1) complete door closer of each type.
 - g) Two (2) hall call button assemblies.
 - h) Two (2) car call button assemblies.

I. Wiring Diagrams, Operating Manuals and Maintenance Data

1. Comply with the requirements of Division 01.
2. Deliver to the Owner, four (4) identical volumes of printed information organized into neatly bound manuals prior to seeking final acceptance of the project.
3. The manuals shall also be submitted in electronic format on non-volatile media, incorporating raw 'CAD' and/or Acrobat 'PDF' file formats.
4. Manuals, as well as electronic copies, shall contain the following:
 - a. Step-by-step adjusting, programming and troubleshooting procedures that pertain to the solid-state microprocessor-control and motor drive equipment.
 - b. Passwords or identification codes required to gain access to each software program in order to perform diagnostics or program changes.
 - c. A composite listing of the individual settings chosen for variable software parameters stored in the software programs of both the motion and dispatch controllers.
 - d. Method of control and operation.
5. Provide four (4) sets of "AS INSTALLED" straight-line wiring diagrams in both hard and electronic format in accordance with the following requirements:
 - a. Displaying name and symbol of each relay, switch or other electrical component utilized including identification of each wiring terminal.
 - b. Electrical circuits depicted shall include all those which are hard wired in both the machine room and hoistway.
 - c. Supplemental wiring changes performed in the field shall be incorporated into the diagrams in order to accurately replicate the completed installation.
6. Furnish four (4) bound instructions and recommendations for maintenance, with special reference to lubrication and lubricants.
7. Manuals or photographs showing controller repair parts with part numbers listed.

J. Training

1. Prior to seeking final acceptance of the project, the Contractor shall conduct a one-hour training program on-site with building personnel selected by the Owner.
2. The focus of the session shall include:
 - a. Instructions on proper safety procedures and who to contact for the purpose of assisting passengers that may become entrapped inside an elevator car.
 - b. Explain each control feature and its correct sequence of operation.
3. Control features covered shall include but, not be limited to:
 - a. Independent Service Operation.
 - b. Emergency Fire Recall Operation - Phase I
 - c. Emergency In-car Operation - Phase II.
 - d. Emergency Power Operation.
 - e. Emergency Communications Equipment.

K. Patents

1. Patent licenses which may be required to perform work specified by the Contract Documents shall be obtained by the Contractor at its own expense.
2. The Contractor agrees to defend and save harmless the Owner, Consultant and agents, servants, and employees thereof from any liability resulting from the manufacture or use of any patented invention, process or article of appliance in performing work specified in the Contract Documents.

L. Advertising

1. Advertising privileges shall be retained by the Owner.
2. It shall be the responsibility of the Contractor to keep the job site free of posters, signs, and/or decorations.
3. Contractor's logo shall not appear on faceplates or entrance sills without the approval of the Owner.

1.3 QUALITY ASSURANCE

A. Materials and Quality of Work

1. All materials are to be new and of the best quality of the kind specified.
2. Installation of such materials shall be accomplished in a neat manner and be of the highest quality.
 - a. Should the Contractor receive written notification from the Owner stating the presence of inferior, improper, or unsound materials or quality of installation, the Contractor shall, within twenty-four (24) hours, remove such work or materials and make good all other work or materials damaged.

- b. Should the Owner permit 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 within one (1) year after the completion of the work; and neither payment made to the Contractor, nor any other acts of the Owner shall be construed as evidence of acceptance and waiver.

B. Mechanical Design Requirements (General)

- 1. The following typical requirements shall apply to all parts of the work where applicable and are supplementary to other requirements noted under the respective headings.
 - a. All bearings, pivots, guides, guide shoes, gearing, door hanger sheaves, door hanger tracks and similar elements subject to friction or rolling wear in the entire elevator installation shall be accurately and smoothly finished and shall be arranged and equipped for adequate and convenient lubrication. Means shall be provided for flushing and draining the larger bearings and gear case. All oiling holes shall have dustproof, self-cleaning caps.
 - b. Bearings of governor and governor sheaves and important supporting bearings of other parts in motion when the elevator is traveling shall, unless otherwise specified or approved, be of ball or roller bearing type.
 - c. Bearings for brake levers and similar uses where the amount of movement under load is light and the wear negligible may be unlined.
 - d. All plain bearings shall be liberally sized in accordance with the best commercial elevator usages which have proved entirely satisfactory on heavy-duty installations.
 - e. Bearings of motors shall be arranged and equipped for adequate automatic lubrication. Ring or chain oilers, spring-fed grease cups and equivalent devices properly used in accordance with the best commercial elevator practice will be acceptable. Approved means shall be provided for visibly checking the amount of lubricant contained and for flushing and draining. Means shall also be provided for preventing leakage of lubricant when the reservoirs or grease cups are filled to proper levels.
 - f. Ball and roller bearings shall be of liberal size and of a type and make which have been extensively and successfully used on other similar, heavy-duty elevator installations. They shall be fully enclosed. Loading, lubrication, support and all other conditions of use shall be in accordance with the recommendations of the bearing manufacturer based on previous extensive and satisfactory elevator usage.
 - g. All armature spiders and similar items intended to rotate with their shafts shall be keyed and/or firm press or shrunk fit on the shafts. Set screw fastening will be permitted only for minor items not subject to hoisting loads and where means for field adjustment is required.
 - h. All bolts used to connect moving parts, bolts carrying hoisting stresses and all other bolts, except guide rail bolts, subject to vibration or shock shall be fitted with adequate means to prevent loosening of the nuts and bolts. Bolts transmitting important shearing stresses between machine parts shall have tight body fit in drilling holes.

- i. All machine work, assembling and installing shall be done by skilled and experienced mechanics using first-class, modern equipment and tools. All work shall be thoroughly high grade in every respect. All parts will be manufactured to high precision standards so that wearing parts will be readily interchangeable with stock repair parts with a minimum of field fitting.
- j. All bearing and sliding surfaces of shafts, pins, bearings, bushings, guides, etc., shall be smoothly and accurately finished. They shall be assembled and installed in accurate alignment and with working clearance most suitable for the load, speed, lubrication and other conditions of use.
- k. Structural steel used for supporting and securing equipment and for the construction of car slings, etc., shall conform to the A.S.T.M. specification for Structural Steel for Buildings. Design stresses shall not exceed those specified in the local Building Code.
- l. Castings of motor frames, sheaves, gear casings, etc., shall be of the best quality metallurgically controlled, hard, close grained gray machinery cast iron, free from blow holes, sand holes, or shrinkage cracks, ground to remove overruns, sanded and machined so as to leave a finish suitable for its particular application. Surfaces of sheaves and brake drums shall be entirely free from defects and shall show a hardness of not less than 220 Brinell.

C. Electrical Design Requirements (General)

- 1. The following typical requirements shall apply to all parts of the work and are supplementary to other requirements noted under the respective headings.
 - a. The design and construction of the motors shall conform to the requirements of these specifications and to the ASME Standards for Rotating Electrical Machinery with revisions issued to the first day when the work of this Contract was advertised.
 - 1) Motors shall operate successfully under all loads and speeds and during acceleration and deceleration.
 - 2) Motors shall be designed for quiet operation without excessive heat.
 - 3) Insulation on motor coils and windings and on all insulated switch, relay, brake and other coils shall conform to the requirements of minimum Class "F" insulation, as defined in ANSI Standards for Rotating Electrical Machinery. All motors shall be impregnated twice.
 - 4) Switches, relays, etc., on controller, starter and signal panels and similar items on other parts of the equipment shall be the latest improved type for the condition of use. They shall function properly in full accordance with the requirements of the machines controlled and with the specified operating requirements of the elevator. Any of these parts showing wear or other injurious effects during the guarantee period to the extent that abnormal maintenance is required or indicated shall be replaced with proper and adequate parts by the Contractor.

- 5) Contacts in elevator motor circuits which are intended to be opened by governors or other safety devices shall be copper to carbon or other approved non-fusing type.
- 6) Where required, controllers and other component parts of the installation shall be labeled in accordance with the latest codes and standards as adopted and/or otherwise modified by the AHJ.
- 7) Electrical equipment, motors, controllers, etc., installed under this contract shall have necessary CSA/US or UL/US listing as may be required by the AHJ. Equipment shall be labeled or tagged accordingly.

D. Energy Conservation Code

1. The Contractor shall comply with the requirements set forth in the Energy Conservation Code as may be applicable to the AHJ.
2. Except for equipment or systems under the purview of other disciplines, elevator and escalator equipment provided by the Contractor requiring compliance shall include, but not be limited to:
 - a. Gear ratio efficiencies in geared machines
 - b. Energy efficiencies of geared and gearless motors
 - c. Absorption of regenerated power for elevators and escalators
 - d. Variable speed operation of escalators
 - e. Energy efficiencies of car interior lighting and ventilation
 - f. Automatic operation of car interior lighting and ventilation through the individual car controller

E. Materials, Painting and Finishes

1. Two (2) coats of rust inhibiting machinery enamel shall be applied to exposed ferrous metal surfaces in the pit that do not have a galvanized, anodized, baked enamel, or special architectural finishes.
2. Two (2) coats of rust inhibiting enamel paint to the machinery located within the machine room and secondary level (where applicable) as well as to the machine room floors.
3. Architectural metal surfaces of bronze or similar non-ferrous materials which are specified to be refinished, re clad and/or provided new, shall be sufficiently clear coated so as to resist tarnishing during normal usage for a period of not less than twelve (12) months after final acceptance by the Owner.
4. Identify all equipment including buffers, crosshead, safety plank, machine, controller, drive, governor, disconnect switch, etc., by 4" high numerals which shall contrast with the background to which it is applied. The identification shall be either decalomania or stencil type.
5. Paint or provide decal-type floor designation not less than six (6) inches high on hoistway doors (hoistway side), fascias and/or walls as required by Code at intervals not exceeding 7'-0". The color of paint used shall contrast with the color of the surface to which it is applied.

F. Accessibility Requirements

1. Locate door reopening devices at 5” and 29” above the finish floor when individual contact projection apparatus is employed.
2. Locate the alarm button and emergency stop switch at 35”, and floor and control buttons not more than 48” above the finished floor. The alarm button shall illuminate when pressed for visual acknowledgement to user.
3. Provide raised markings in the panel to the left of the car call and other control buttons. Letters and numbers shall be a minimum of 5/8” and raised .03” and shall be in contrasting color to the call buttons and cover plate.
4. The centerline of new hall push button shall be 42” above the finished floor.
5. The hall arrival lanterns, or cab direction lantern provided shall sound once for the “up” direction and twice for the “down” direction. Design and locate fixtures per Federal standards.
6. Provide an audible signal within the elevator to tell passenger that the car is stopping or passing a floor served by the elevator.
7. Provide signal control timing for passenger entry/exit transitions per Federal and/or Local standards.
8. Ensure sill-to-sill running clearances do not exceed 1-1/4” at all landings served.
9. Provide visual call acknowledgment signal for car emergency intercommunication device.

G. Qualifications

1. The work shall be performed by a company specialized in the business of manufacturing, installing and servicing conveying systems of the type and character required by these specifications with a minimum of ten (10) years of experience.
2. Prior written acceptance is required for manufacturers other than those listed, before quoting this project. Requests for acceptance will not be considered unless they are submitted before bid date and are accompanied by the following information:
 - a. List of five (5) similar installations having exact equipment being proposed for this project arranged to show name of project, system description and date of completed installation. The list shall include the names, position and resumes of the construction team and field supervisor of the installations.
 - b. Complete literature, performance and technical data describing the proposed equipment. Include the names, position and resumes of the proposed construction team and field supervisor.
 - c. List of ten (10) service accounts by building name, building manager or owner, including phone numbers.
 - d. Location of closest service office from which conveying system will be maintained.
 - e. Location of closest parts inventory for this installation.
 - f. List of the names, positions and resumes of the construction teams and field supervisor for the installation.

H. Structural, Mechanical and Electrical Design Parameters

1. The mechanical and electrical systems and the building structure have been designed for the following design loads:
 - a. Structural Loads:
 - 1) The pit, machine room and rail loads are shown on the drawings.
2. Power supply: 208 / 460V-3PH-60Hz (EE to verify)
3. Electrical Loads: (50410) 20 HP
(39498) 20 HP
Contractor to provide BTU release per unit, per hour as part of equipment submittals.
4. After the award, if the type of equipment provided requires structure, mechanical and electrical system changes and/or revisions, the Elevator Contractor shall be responsible for all additional design and construction costs.
5. Electrical equipment, motors, controllers, etc., installed under this contract shall have necessary CSA/US or UL listing as may be required by the AHJ. Equipment shall be labeled or tagged accordingly.

1.4 DELIVERY / STORAGE / HANDLING / COORDINATION

A. Delivery and Storage of Material and Tools

1. Comply with the requirements of Division 01.
2. Delivery, Storage and Handling:
 - a. Deliver materials to the site ready for use in the accepted manufacturer's original and unopened containers and packaging, bearing labels as to type of material, brand name and manufacturer's name. Delivered materials shall be identical to accepted samples.
 - b. Store materials under cover in a dry and clean location, off the ground.
 - c. Remove delivered materials which are damaged or otherwise not suitable for installation from the job site and replace with acceptable materials.
3. The Owner shall bear no responsibility for the materials, equipment or tools of the Contractor and shall not be liable for any loss thereof or damage thereto.
4. The Contractor shall confine storage of materials on the job site to the limits and locations designated by the Owner and shall not unnecessarily encumber the premises or overload any portion with materials to a greater extent than the structural design load of the Facility.

B. Work with Other Trades / Coordination

1. Coordinate sequence of installation with other work to avoid delaying the Work.
2. Coordinate locations and dimensions of other work relating to the equipment scheduled for installation including pit ladders, sumps, and floor drains in pits; entrance subsills; machine beams; and electrical service, electrical outlets, lights, and switches in pits and machine rooms, and hoistways as it relates to the specific equipment.

C. Removal of Rubbish and Existing Equipment

1. On a scheduled basis, the Contractor shall remove all rubbish generated in performing work specified in the Contract Documents from the job site.
2. Any component of the existing elevator plant that is not reused under the scope of work specified in the Contract Documents shall become property of the Contractor and, as such, shall be removed from the premises at the Contractor's sole expense.
3. The Contractor agrees to dispose of the aforementioned equipment and rubbish in accordance with any and all applicable Federal, State, and municipal environmental regulations, and further accepts all liability that may result from handling and/or disposing of said material.

D. Protection of Work and Property

1. 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.
2. 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.
3. 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 modernization procedure.

1.5 RELATED WORK

A. Work by Elevator Contractor Included in the Base Bid

1. The following requirements shall be applicable based on prevailing conditions at the site of work and/or mandated modifications for code compliance.
 - a. Provide auxiliary power feeds with required distribution load center (circuit breaker panel) for, cab lighting or other specialty devices existing or to be provided by the Elevator Contractor.
 - 1) Voltage shall be 110 VAC with one 15 Amp circuit breaker or fuse for lighting of each individual elevator car enclosure.
 - 2) Circuit breakers and/or fused disconnects shall be lockable in the "OFF" position in accordance with applicable code.

- b. Installation of new main line power feed with related disconnect switch designed and located per local law requirements.
- c. Installation of new fully enclosed, externally operated, fused (or circuit breaker), main line and/or auxiliary disconnect switch(es), properly located in accordance with local law that can be locked in the open (off) position.
- d. Provide remote/auxiliary disconnects where new (either by the Elevator Contractor or by others) or existing disconnect switches are not in line-of-sight of the controller.
- e. Installation of new electrical conduit and power feeders between the load side of existing and new main line disconnect switches and new elevator control equipment.
- f. The top surface of any setback or projection in the hoistway that measures 2" or more in width shall be beveled at an angle of not less than 75 degrees from horizontal. Each bevel plate shall be constructed from prime painted 14 gauge cold-rolled steel and installed so as to conform with ASME A17.1 elevator safety code as modified by, and/or in addition to codes and standards accepted by the AHJ.
- g. Installation of new permanent lighting fixtures with protective guards and 110-volt duplex GFI receptacles inside the machine room. Illumination shall be no less than 30 foot-candles at floor level. A light control switch shall be provided immediately adjacent to the machine room entrance door. Provide necessary receptacles as required to supply power to auxiliary elevator equipment and/or remotely located monitors.
- h. Provide each elevator pit with a 110 volt GFI duplex receptacle and a permanent lighting fixture equipped with protective guard. Illumination shall be no less than 10 foot-candles at pit floor level. A light control switch must be provided and so positioned as to be readily accessible from the pit entrance door or ladder.
- i. Provide the following signage, plates and tags:
 - 1) Provide access doors to each electrical control room, secondary or machinery space with signs that read "ELEVATOR MACHINE ROOM". Letters shall be not less than 2" high.
- j. Where the pit extends more than 3 feet below the sill of the pit access door, provide a permanent fixed metal ladder.
 - 1) Ladder shall extend no less than 48" above the sill of the access door. Handgrips shall extend from the ladder to a point no less than 48" above the sill of the access door where the ladder does not comply.
 - 2) The rungs shall be a minimum of 16" wide. Where prevailing conditions prevent a 16" wide rung, the rung may be reduced to no less than 9".
 - 3) The rungs shall be spaced 12" on center.
 - 4) A clear distance of no less than 4 ½" from the centerline of the rungs and handgrips to the nearest permanent object in back of the ladder shall be provided.

- a) Where prevailing conditions prohibit the installation of the required ladder as specified above, the Elevator Contractor shall coordinate requirements necessary for compliance with the Authority Having Jurisdiction.
- k. Provide a standard railing conforming to Code on the outside perimeter of the car top on all sides where the perpendicular distance between the edges of the car top and the adjacent hoistway enclosure exceeds 300 mm (12 in.) horizontal clearance or as otherwise required by the Authority Having Jurisdiction.
- l. Provide necessary patching, repairing and installation of masonry and/or dry wall for smooth and legal elevator hoistways.
- m. Provide any required repair of smoke holes with subway grating covers in the machine rooms and/or secondary levels where applicable. All smoke ventilation provisions, including duct work, dampers, fans, fire control interfaces, in accordance with local codes, shall be reviewed for proper operation.
- n. Installation of HVAC provisions inside the machine room so as to maintain ambient temperature and humidity levels that are within the range specified by the microprocessor-control equipment manufacturers.
- o. Provide a smoke detector and/or smoke detector alarm system (or modify existing system) meeting the requirements of A17.1 and/or the Local Governing Authority as may be further specified.
- p. Subsequent to the contract execution, the Contractor shall perform the following
- q. Subsequent to the contract execution, the Contractor shall perform a Violation search and review of all open Applications in conjunction with the filing procedure. Subsequently, any and all outstanding Violations and/or open Applications shall be indicated on the Request for Permit; and such outstanding Violations shall be expunged, and open Applications closed out as part of this filing procedure.
- 1) If requirements and/or work necessary to satisfy outstanding Violation or Applications are not included in the contracted scope of work, the Elevator Contractor shall prepare an itemized listing with relative extra costs to cure the condition(s) and expunge and/or close out the Violation or Application for the Owners' and Consultants' review/approval prior to executing such work procedures.

B. Work by Others

- 1. The following requirements shall be applicable based on prevailing conditions at the site of work and/or mandated modifications for code compliance.
 - a. Provide a class "ABC" fire extinguisher in electrical machinery and control spaces. Locate the extinguisher in close proximity to the access door.
 - b. .
 - c. Provide necessary telephone wiring with connection to local telephone service for remote elevator monitoring and/or two-way voice emergency communications systems.

- 1) Terminate the telephone wiring in junction boxes or standard phone jack terminals in the machine room.
- 2) Coordinate the quantity and termination method of individual phone connections with the Elevator Contractor.
- 3) Identify each phone line for connection by the Elevator Contractor to the appropriate elevator device(s).
- 4) Telephone wiring, where required by applicable codes, shall be installed in conduit.

1.6 WARRANTY / MAINTENANCE SERVICES

A. Contract Close-Out, Guarantee and Warranties

1. The Contractor agrees to certify that work performed in accordance with the Contract Documents shall remain free of defects in materials and quality of work for a period of one (1) year after final acceptance of the completed project, or acceptance thereof by beneficial use on a unit by unit basis, whichever occurs first.
2. The sole duty of the Contractor under this warranty is to correct any non-conformance or defect and all damages caused by such defect without any additional cost to the Owner and within fifteen (15) days of notification.
3. The express warranty contained herein is in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.
4. In the event the Contractor fails to fulfill its obligations defined herein, the Owner shall have the express right to perform the Contractor's obligations and to charge the Contractor the cost of such performance or deduct an equal amount from any monies due the Contractor.

B. Maintenance Coverage

1. The following maintenance coverage apply:
 - a. Interim Maintenance
 - 1) Provide full protective maintenance services and equipment coverage for both elevators prior to the commencement of work, and during the work implementation procedure, until final acceptance of the finished project.
 - 2) Interim full comprehensive maintenance services shall be provided in accordance with Section 14 01 20, Owner's Form of Agreement issued with the modernization documents for subsequent services.
 - 3) Costs related to interim maintenance shall be included in the base bid quotation .

- b. Guarantee Maintenance
 - 1) Provide full comprehensive preventative maintenance services for a period of twelve (12) months after the final completion and acceptance of the project.
 - 2) Guarantee maintenance and related services shall be provided in accordance with Section 14 01 20, Owner's Form of Agreement issued with the modernization documents for subsequent services.
 - 3) [Guarantee maintenance and related services shall be provided in
 - 4) Costs related to guarantee maintenance shall be included in the base bid quotation] [indicated on the bid form in the space provided.

- c. Long-Term Maintenance
 - 1) Long-term full comprehensive maintenance and related services shall be provided in accordance with Section 14 01 20, Owner's Form of Agreement issued with the modernization documents for subsequent services.
 - 2) [Long-term full comprehensive maintenance and related services shall be provided in accordance with the Contractor's Form of Full Protective Maintenance Services submitted with the bidding documents as further specified.][*Don't forget to add Maintenance Section*]
 - 3) Costs related to long-term maintenance shall be indicated on the bid form in the space provided.

1.7 AUXILIARY SYSTEMS / TESTING PROCEDURES

A. Smoke Detector System

- 1. The Elevator Contractor shall provide a complete smoke detector system (or modify existing system if capable) for elevator recall to comply with the governing authority's requirements and ASME A17.1 as approved or modified under local law.
 - a. Fire Alarm Initiating Devices (FAID) shall be installed, in the elevator lobby at each floor, top of hoistway, in pit areas, and associated elevator machine room in accordance with NFPA and/or other applicable codes and standards of the authority having jurisdiction.
 - b. The activation of a smoke detector in any elevator lobby or associated elevator machine room other than the designated level (1st Floor) shall cause all cars in all groups that serve that lobby to return non-stop to the designated level (1st Floor).
 - c. The activation of a smoke detector at the designated level (1st Floor) shall cause the cars to return to an alternate level as required and/or allowed by applicable code unless the Phase I key-operated switch is in the "firemen service" position.
 - d. Smoke detectors and/or smoke detector system shall not be self-resetting.
 - e. Elevator Recall System shall incorporate a minimum number of zones as follows:
 - 1) Zone 1, First Floor

- 2) Zone 2, Alternate Floor
- 3) Zone 3, Machine Room
- 4) Zone 4, Top of Shaftway
- 5) Zone 5, Pit
- 6) Zone 6, Spare
- 7) Zone 7 to All Typical Landings serviced.

f. The system may be independent of the existing building systems and shall contain the following:

- 1) Modular LED control panel/annunciator, located at the 1st Floor Lobby in a specially designed tamperproof station, shall be custom designed for each individual system and location.
- 2) Smoke detectors shall be photoelectric type or approved equal.
- 3) Primary power supply shall be provided by Elevator Contractor.
- 4) Minimum twenty-four (24)-hour emergency power failure battery back-up with automatic recharging apparatus and signal status indicators.

g. Elevator Contractor shall provide all wiring, conduit and make final connections. Conduit may run in elevator hoistway as part of elevator control signal systems provided such circuitry is installed per local code requirements.

1.8 ALTERNATES AND VALUE ENGINEERING:

RESERVED

1.9 ALTERNATES / ALLOWANCES / UNIT PRICES

RESERVED

PART 2 - PRODUCTS

2.1 GENERAL DESCRIPTION

2.2 Hydraulic Elevator

A. Don Fuqua / Johnson Building 2035 E. Paul Dirac Drive, Tallahassee, FL 32310 US - Hydraulic Elevator
Johnson Elevator

1. Quantity One (1)

2.	Type	Passenger
3.	Capacity (lbs)	2500
4.	Speed (fpm)	100
5.	Travel in Feet	Thirteen (13)
6.	Number of Landings	Two (2)
7.	Number of Openings	Two (2)
8.	Front Openings	Two (2)
9.	Rear Openings	0
10.	Side Openings	0
11.	Operation	Two Stop Collective Operation
12.	Controller	Control Equipment (New)
13.	Firefighter's Service	National
	a. Comments	1987
14.	Machine Room, Secondary, Pit Lighting and GFI	Update to meet current code
15.	Machine Type	Hydraulic
16.	Power Drive	Solid State
17.	Power Unit	Lowest Level / Adjacent
18.	Hydraulic Jack / Cylinder	Jack Unit (Reuse)
19.	Hydraulic Piping	Reuse
20.	Scavenger Pump	Not Applicable
21.	Rescuvator	New
22.	Car Platform / Frame	Car Frame (Reuse) ; Car Platform (Reuse)
23.	Guide Rails	Reuse
24.	Guides	Slide Guides (New)
25.	Buffers	Car Buffers (Reuse)
26.	Car Door Type	
	a. Front Door	SSSO

b.	Rear Door	N/A
c.	Side Door	N/A
27.	Car Door Size	
a.	Front Door	36 (inches) wide x 84 (inches) depth
b.	Rear Door	Not Applicable
c.	Side Door	Not Applicable
28.	Hoistway Door Type	SSSO
29.	Hoistway Door Size	36 (inches) wide x 84 (inches) depth
30.	Master Door Operator	Master Door Power Operator System - VVVF/AC (New)
31.	Hoistway Entrance Sills	Reuse
32.	Hoistway Entrances	Reuse
33.	Tracks / Hangers / Interlocks / Closers	Interlocks / Unlocking Devices (New) ; Tracks / Hangers / Closers (Reuse)
34.	Emergency Access Doors	Not Applicable
35.	Emergency Exits / Top	Modify per code
36.	Keyed Access	Not Applicable
37.	Pit Ladder	New
38.	Power Supply	208V-3-60
39.	Electrical Conduit / Wiring / Traveling Cable	New
40.	Floor Lockout Feature	Not Applicable
41.	Number of Push Button Risers	(One) 1
42.	Car Operating Fixtures	New
43.	Emergency Communication	New
44.	Door Reopening Device	Door Reopening Device (New)
45.	Emergency Cab Lighting	New
46.	Car Ventilation	New

47.	Elevator Cab Enclosure	Modify
48.	Car Doors / Gate Panels	Car Door Panel(s) (New)
49.	Car Flooring	Modify
50.	Car Sill	Reuse
51.	Platform Size	Field Verify
52.	Door Operation	Power Car / Slide Hoistway
53.	Emergency Access Doors	Not Applicable
54.	Intercom / Central Exchange	Not Applicable

B. Don Fuqua / Morgan Building 2035 E. Paul Dirac Drive, Tallahassee, FL 32310 US - Hydraulic Elevator
Atrium Elevator

1.	Quantity	One (1)
2.	Type	Passenger
3.	Capacity (lbs)	2500
4.	Speed (fpm)	100
5.	Travel in Feet	Field Verify
6.	Number of Landings	Two (2)
7.	Number of Openings	Two (2)
8.	Front Openings	One (1)
9.	Rear Openings	0
10.	Side Openings	0
11.	Operation	Two Stop Collective Operation
12.	Controller	Control Equipment (New)
13.	Firefighter's Service	National
	a. Comments	1987
14.	Machine Room, Secondary, Pit Lighting and GFI	Update to meet current code
15.	Power Drive	Solid State (New)

16.	Power Unit	Top Landing / Adjacent
17.	Hydraulic Jack / Cylinder	Jack Unit (Reuse)
18.	Hydraulic Piping	New
19.	Scavenger Pump	Not Applicable
20.	Rescuvator	New
21.	Car Platform / Frame /	Car Frame (Reuse) ; Car Platform (Reuse)
22.	Guide Rails	Reuse
23.	Guides	Slide Guides (New)
24.	Buffers	Car Buffers (Reuse)
25.	Car Door Type	
	a. Front Door	SSSO
	b. Rear Door	N/A
	c. Side Door	N/A
26.	Car Door Size	
	a. Front Door	42 (inches) wide x 84 (inches) depth
	b. Rear Door	N/A
	c. Side Door	N/A
27.	Hoistway Door Type	SSSO [Hoistway Door Configuration]
28.	Hoistway Door Size	42 (inches) wide x 84 (inches) depth
29.	Master Door Operator	Master Door Power Operator System - VVVF/AC (New)
30.	Hoistway Entrance Sills	Reuse
31.	Hoistway Entrances	Reuse
32.	Tracks / Hangers / Interlocks / Closers	Interlocks / Unlocking Devices (New) ; Tracks / Hangers / Closers (Reuse)
	a. Comments	[Tracks / Hangers / Interlocks / Closers Comments]
33.	Emergency Access Doors	N/A

34.	Emergency Exits / Top and Side	Modify to meet current code.
35.	Keyed Access	Not Applicable
36.	Pit Ladder	New
37.	Power Supply	208V-3-60
38.	Electrical Conduit / Wiring / Traveling Cable	New
39.	Number of Push Button Risers	One (1)
40.	Car Operating Fixtures	New
41.	Emergency Communication	New
42.	Door Reopening Device	Door Reopening Device (New)
43.	Emergency Cab Lighting	New
44.	Car Ventilation	New
45.	Elevator Cab Enclosure	Modify
46.	Car Doors / Gate Panels	Car Door Panel (New)
47.	Car Flooring	Modify
48.	Car Sill	Reuse
49.	Platform Size	Field Verify
50.	Door Operation	Power Car / Slide Hoistway
51.	Emergency Access Doors	Not Applicable
52.	Intercom / Central Exchange	Not Applicable

2.3 MANUFACTURERS

A. Pre-Approved Equipment Manufacturers

1. The following manufacturer's equipment and materials have been pre-approved for use on this project.
2. Other equipment not specifically mentioned shall be considered for approval on an individual basis.
 - a. Controller - GAL (GALaxy), Motion Control Engineering, Elevator Controls Corporation, Elevator Systems, Inc., Smartrise.

- b. Tracks, Hangers, Interlocks and Door Operators - G.A.L., ECI.
 - c. Fixtures - G.A.L., Adams, EPCO, Monitor, E-Motive USA, C.E. Electronics, Innovation, PTL, MAD, National.
 - d. Door Protective Device - Janus, Adams, G.A.L., T.L. Jones, Tri-Tronics.
 - e. Cabs and Entrances/Entrance Door Panels – Retro, Accurate Elevator Door Corp, CEC Elevator Cab, EDI/ECI, Elite Elevator Cab, National Cab & Door, Tyler, Velis, Gunderlin, Premier, Prestige, Regency, Columbia Elevator Products, United Cabs.
 - f. Motors - Imperial Electric, General Electric, Baldor, Reuland Electric.
 - g. SCR Power Drives - MagneTek DSD 412, MagneTek ‘Quattro’, MCE System 12, KEB.
 - h. Power Drives – Siemens, Mitsubishi, MagneTek, Yaskawa, TorqMax.
 - i. VVVF Emergency Power Systems - MCE, Reynolds & Reynolds Electronics.
 - j. Electrical Traveling Cables - Draka, James Monroe.
 - k. Hydraulic Systems/Components - Canton, ECS Corporation, Elevator Equipment Corporation, Mongrain Vertical Transport (MVT), MEI, Schumacher.
 - l. Guide Shoes/Rollers – ELSCO, G.A.L.
 - m. Intercommunications/Telephones - Webb Electronics, K-Tec, Ring, Wurtec, Janus, approved equal.
3. Original Equipment Manufacturers may substitute their own branded equipment subject to the following:
- a. All requirements of the specifications are met regarding performance, appearance, serviceability and support.
 - b. A full stock of all regular and critical replacement parts required for this project are maintained at a facility within fifty (50) miles of the project site.
 - 1) Any parts not stocked at the above referenced facility shall be identified with the location of the nearest source and shall be available for next-day delivery upon demand.
 - c. All parts and software shall be made available for purchase to a qualified elevator maintenance firm with one (1) business day delivery without direct Owner involvement.
 - 1) Provide details of parts supply facility and a list of current parts pricing for all major components required for the installation.
 - d. All specialized tools, equipment, software, and passwords, required to maintain, repair, adjust the operation, and perform code mandated inspections are provided to the Owner as part of the base installation.
 - 1) Updates to these items shall be available via the parts supply facility referenced above.

- e. Technical support of the product(s) shall be available to the Owner's elevator service provider.

2.4 CONTROL FEATURES / OPERATION

A. Motion Control

1. Smooth stepless acceleration and deceleration of the elevator car shall be provided in either direction of travel during both single and multiple floor runs.
2. Use digital logic to calculate optimum acceleration and deceleration patterns during each run.
3. Acceleration, deceleration, jerk, maximum velocity, leveling accuracy and elapsed flight time, for a typical elevator one floor run, shall not exceed values as further specified.

B. Two Stop Collective Operation

1. A car call or hall call registration will allow the car to proceed to the destination after the hoistway door and car door automatically close and the door and gate circuits are made.
2. Upon arrival at the landing, the doors will open automatically.
3. When the car is traveling away from a registered hall call, the call shall remain registered and the car shall respond on the next trip.
4. Car and hall calls shall cancel automatically as the car stops at the respective call.

C. Independent Service Operation

1. The car operating station shall be equipped with a key-operated switch labeled "IND SER".
2. When placed in the "on" position the following shall occur:
 - a. Group elevator - the elevator shall bypass corridor calls and travel directly to any floor chosen by registration of a car call. Hall calls shall remain registered for service by another elevator in the group.
 - b. Simplex elevator - existing hall call registrations shall extinguish and hall buttons shall remain inoperative as an indication to passengers that there is no elevator service.
3. During Independent Service Operation, the elevator doors shall remain open at any landing until the door close or a car call push button is pressed and maintained until the doors are fully closed.
4. If more than one (1) car call is registered, all registered car calls shall extinguish when the elevator stops in response to the first call.
5. Fire Emergency Recall shall automatically override Independent Service Operation and engage Phase I - Fire Emergency Recall Operation following a period of approximately forty-five (45) seconds.

D. Inspection Service Operation

1. Provide a key operated switch in the main car operating panel that, when turned to the 'ON' position, shall cause the elevator to be removed from service and placed in Inspection Service Operation.
2. Limited operation of the car shall be provided through pressing the Attendant Service up and down push buttons (if provided) or the highest or lowest car call push buttons (if up and down buttons are not provided) in the main car operating panel only.
3. The car shall move at a speed not to exceed 150 feet per minute (0.75 meters per second) as per code with both the hall and car door panels in the closed and locked position.
4. The Inspection Service switch shall be keyed differently than other typical keys used in the operation of the elevator. Keying shall be in accordance with Security Group Classifications as required by applicable code.
5. The top of the elevator car shall be equipped with a control for limited operation of the car during repairs, maintenance and inspection conducted in the hoistway. The transfer of control to the top of car operating device shall cause that device to be the sole means of control for the elevator.
 - a. Visual and audible indication shall be provided on the top of the car when Firefighters' Emergency Operation is initiated.
6. Power door operating equipment shall be rendered inoperative while the car is being operated in the Inspection Service mode with the exception of power closing of the door. The control system shall maintain closing power on the door while the elevator is moving under Inspection Service Operation.
7. The in-car Inspection Service switch shall be rendered ineffective when the top of car inspection control is activated.
8. Machine Room Inspection Operation and Inspection Operation with open door circuits shall be provided in accordance with A17.1 Safety Code, as modified and adopted, where required or allowed by the AHJ.

E. Hoistway Access Operation

1. Provisions shall be made to allow access to the hoistway through the use of hoistway access switches.
2. Operating the access switch shall permit the car to move at a speed not to exceed 150 feet per minute (0.75 meters per second) as per code with the hall and car doors in the open position to obtain access to the top of the car or climb-in pit.
3. The car shall automatically stop motion when the car top is level with the hoistway door sill for access to top of car.
4. The access key switch(es) shall be keyed differently than other typical keys used in the operation of the elevator. Keying shall be in accordance with Security Group Classifications as required by applicable code.
5. Access operation shall be disabled when top of car inspection operation is in effect.

F. Firefighters' Emergency Operation / National

1. Phase I Emergency Recall Operation shall be provided for each car in accordance with ASME A17.1 code as modified under the applicable local or State law.
2. Each main or auxiliary car operating station shall be provided with an indicator light and warning buzzer, each of which shall become activated whenever Phase I Operation is engaged.
 - a. The warning buzzer shall cease to function once the car has completed the recall sequence and is positioned at the designated recall landing.
 - b. The indicator light shall remain illuminated as long as Phase I Operation is activated.
3. A three-position, key-operated switch shall be provided on the designated recall landing to manually activate Phase I Operation.
 - a. When activated, Phase I Operation shall be arranged so that in order to reset normal service, all cars must first be returned to the designated recall landing, after which the Phase I key-switch must be turned to the "OFF" position.
4. A standardized Fire Recall Key shall be used where required by the codes and standards applicable to the AHJ.
5. Phase II Emergency Recall In-Car Operation shall be provided for each car in accordance with ASME A17.1 code as modified under local or State law.
6. Locate controls required for Phase II In-Car Operation in a locked access cabinet in the main car operating panel.
 - a. The cover of the locked access panel shall be engraved as required by local or State law.
 - b. The locked access panel shall contain:
 - 1) Phase II key switch.
 - 2) Fire indicator light.
 - 3) Call cancel push button.
 - 4) Door open push button.
 - 5) Door close push button.
 - 6) Run/Stop switch.
 - 7) Other devices as may be required by local law.
 - c. Engrave the Firefighters' Service operating Instructions on the inside of the locked cabinet door.

G. Low Oil Protection and Protective Device

1. Provide low oil protection operation and appropriate device(s) that will discontinue operation of the hydraulic elevator pump when:

- a. The elevator stalls due to a low oil condition.
 - b. Fails to reach the landing in the up direction.
2. Pressure Switch:
 - a. Where the top of the cylinder head is above the top of the tank, provide a pressure switch between the cylinder and the valve which shall be activated by the loss of pressure at the top of the cylinder, and control the operation of the elevator as required by Code.
 3. Provide an additional protective device that shall automatically return the elevator to the bottom landing, open the door and shut down the system.
 4. The protective device shall be an integral part of the control system.
- H. Hydraulic Auto Lowering
1. Provide automatic battery powered lowering feature for the hydraulic elevator.
 - a. In the case of normal power outage, the elevator shall be automatically lowered to the Main Lobby level.
 - b. The door shall open automatically to discharge passengers.
 - c. The elevator shall remain parked with its door closed and door open button operative until normal power is restored.
 2. The control panel shall be located in the machine room or be an integral part of the control system.
 - a. It shall include necessary batteries, solid-state controls, charger, monitor lights and a test button.
 - b. It shall be fed by a 120 volt, 20 Ampere branch circuit from the emergency power source, provided under another section of these specifications.
 3. Provide necessary circuitry within the controller to determine the difference between an “intentional” loss of power and an “actual” loss of power in order to prevent operation of the auto lowering unit when the main line disconnect has been opened for elevator servicing.
 4. Provide necessary terminals for connection to an auxiliary switch in main line disconnect provided by others.
- I. Door Operation
1. Car and hoistway doors shall be arranged to operate in unison without excessive noise or slamming in either direction of travel.
 - a. Door opening speeds of two (2) feet per second shall be provided in conjunction with closing speeds of 1.0 foot per second in accordance with governing code.

- b. Door operation shall commence as the car stops level at the floor and the machine brake is applied. Pre-door opening shall not be permitted.
2. Where the hoistway door and the car door are mechanically coupled, the kinetic energy of the closing door system shall be based upon the sum of the hoistway and the car door weights, as well as all parts rigidly connected thereto, including the rotational inertia effects of the door operator and the connecting transmission to the door panels.
3. The force necessary to prevent closing of the car and hoistway door from rest shall not exceed thirty (30) lbf. This force shall be measured on the leading edge of the door with the door at any point between one-third and two-thirds of its travel.
4. Door open and door close time shall be measured between the moment car door operation in either direction begins and the instant at which that cycle is completed.
5. When responding to either a car or corridor call, the amount of time that the elevator door remains stationary in the open position shall be adjustable up to sixty (60) seconds.
 - a. Door open dwell time for a corridor call shall be separate of that for a car call, and in both cases, dwell time shall be canceled whenever the car door protection device is momentarily interrupted by passenger transfers, followed by a reduced door open dwell time of approximately one (1) second (adjustable) after the door protection device is cleared of obstructions.
6. The operation of the door protective device by interruption of one or more infrared light beams (dual or multi-beam non-contact) during the close cycle shall cause the immediate reversing of the doors to the full open position.
7. The door closing cycle shall be arranged so that, in the event the door protective devices become continually obstructed after the normal door open dwell time has expired, and following a time interval of approximately thirty (30) seconds (adjustable), a warning tone shall sound and the door closing cycle shall commence at reduced speed and torque per applicable Code requirements.
8. Each car operating station shall be provided with a “door open” and “door close” push button.
 - a. Pressure on the “door open” button shall cause doors in the full open position to remain so and doors engaged in the close cycle to reverse direction and assume the full open position so long as pressure remains applied to the button.
 - b. The “door open” buttons shall also control the open cycle during Phase II - Emergency In-car Operation.
 - c. The “door close” push button shall function on Independent Service, Attendant Service and Phase II - Emergency In-car Operation as well as during normal automatic operations.
9. Repeated attempts by the power door operator to open or close the door at any landing shall be monitored by the control system.
 - a. In the event the door fails to cycle properly after a preset (adjustable) number of attempts, the car shall either travel to the next stop or remove itself from service, depending upon whether the malfunction is in the open or close cycle.

10. Each hoistway door shall be provided with an automatic self-closing mechanism arranged so that the door shall close and lock if the car should leave the landing while the hoistway door is unlocked.
11. Car doors shall be arranged to prevent their being manually opened from inside the car unless the elevator is positioned within a floor landing zone.

2.5 MACHINE ROOM / SECONDARY EQUIPMENT

A. Control Equipment

1. Provide a microprocessor-based elevator control system.
2. Digital logic shall calculate optimum acceleration, deceleration and velocity patterns for the car to follow during each run.
3. Closed-loop distance and velocity feedback shall monitor the actual performance of the elevator car with the desired speed profile.
4. System operating software shall be stored in non-volatile memory.
 - a. Elevator control relays, contactors, switches, capacitors, resistors, fuses, circuit breakers, overload relays, power supplies, circuit boards, static motor drive units, wiring terminal blocks and related components shall be totally enclosed inside a free-standing metal cabinet with hinged access doors.
 - b. The motor drive may be located in its own cabinet where the physical size of the drive prohibits installation within the elevator signal controller cabinet.
 - c. All electrical wiring inside the control equipment cabinet shall be performed in a neat manner with field wiring terminated at stud blocks provided inside the control cabinet.
 - d. Each wiring terminal shall be clearly identified according to the nomenclature used on the “as built” wiring diagrams. No more than two (2) field wires may be connected to any single terminal stud.
 - e. Spare wires shall be tagged according to their point of termination, bundled, and placed at the bottom of the control equipment cabinet.
 - f. Each electrical component within the cabinet shall be permanently identified with symbols, identical to those used on the “as-built” wiring diagrams.
 - g. A data plate that indicates the edition of the Code in effect at the time of installation and/or alteration shall be provided in accordance with applicable code and requirements of ASME A17.1 Code. The data plate shall be in plain view and securely attached on the mainline disconnect or on the controller.
 - h. Control equipment shall comply with requirements of all applicable Sections of the ASME A17.1 Code as approved and adopted by the AHJ.
 - i. The manufacturer’s standard on-board “LCD” display shall be incorporated on the main processor board and/or otherwise incorporated in the controller cabinet. The “LCD” shall be capable of providing alpha-numeric characters to view the operational status of the elevator and/or group functions depending on the application. The display shall provide the user with necessary information for troubleshooting and reprogramming of the basic system parameters.

- 1) Where the “LCD” is not an integral part of the controller and troubleshooting/reprogramming requires the use of a separate tool, the tool shall be maintained in the machine room and accessible to service personnel. This tool, along with all technical documentation for the correct use of the tool, shall remain the property of the Owner.
- 2) Password protection of critical programming features is required to prevent accidental changes to life-safety and other non-typical control settings.
- 3) Where a separate dispatch or group control panel is provided, a separate “LCD” display shall be provided to view group functions.

B. Equipment Isolation

1. Provide sound reducing vibration isolation elements at all support points of elevator controller, solid-state motor drives, isolation transformers, reactance units, hoisting motors and machines.
2. Elements between the hoisting machine unitized base and machine support beams shall be similar to triple layer ribbed neoprene pads, separated by appropriate steel shims as manufactured by Mason Industries, Type W pads, at 50 durometer, loaded for 40 psi or approved equal.
3. All bolts through isolation elements, where necessary, are to incorporate resilient washers and bushings.
 - a. Existing isolation pads shall be replaced with new.

C. Hydraulic Power Unit / Motor

1. Provide a self-contained power unit which includes:
 - a. Structural steel outer base.
 - b. Tank support.
 - c. Oil tight drip pan.
 - d. Floating inner base to prevent metallic contact for mounting the motor pump assembly.
 - e. Sound isolation panels to enclose the unit and reduce airborne noise.
2. Provide a reinforced overhead oil reservoir with a tight fitting tank over the oil control unit which includes:
 - a. An oil fill strainer with air filter.
 - b. An oil level gauge assembly.
 - c. A self-cleaning strainer in the suction line.
3. The pump shall be for oil hydraulic elevator service with positive displacement screw type design for steady discharge with minimum vibration.
4. The drive shall be by multiple V-Belts and sheaves or directly driven by a submersible pump depending on the HP requirements of the system.

- a. The use of submersible pumps having more than a 40 HP motor is unacceptable.
- 5. Pump drive motor control shall utilize solid state motor starter circuitry to provide reduced current starting and maximum protection of the motor.
- 6. The oil control unit shall be of the manufacturer's own design but shall include relief, safety check, start and slow down valves.
 - a. Use lowering and leveling valves for drop away speed, lowering speed, leveling speed and stopping speed to ensure smooth down starts and stops.
 - b. Provide a valve for manual lowering of the elevator car in event of power failure and for use in servicing and adjusting the elevator mechanism.
 - c. Design the tank shut-off valve for isolating oil in the power unit tank to ensure servicing and adjusting the elevator mechanism without removing oil from the tank.
 - d. All valves shall be accessible for adjustment without removing the assembly from the oil line.
- 7. Manufacture the unit to operate under **700 psi (for submersible units)** working pressure.
- 8. When the oil reservoir thermostat registers 50 degrees F, the car shall "exercise" until the oil temperature reaches 75 degrees F.

D. Hydraulic Mainline Oil Strainer

- 1. Provide a mainline hydraulic oil strainer of the self-cleaning, compact type, equipped with a 40 mesh element and installed in the oil line.
- 2. Design the strainer for maximum system working pressure.

2.6 HOISTWAY EQUIPMENT

A. Slide Guides

- 1. Provide stationary sliding type guide shoes with approved replaceable liners with positive feed lubricators.
- 2. Properly size the shoes according to speed, capacity and dimensions of the elevator.
- 3. Provide necessary guide mounting plates where mounting holes between the guide assembly and elevator frame do not align properly.

B. Normal and Final Terminal Stopping Devices

- 1. Provide normal terminal stopping devices to stop the car automatically from any speed obtained under normal operation within the top and bottom overtravel, independent of the operating devices, final terminal stopping device and the buffers.
- 2. Provide final terminal stopping devices to stop the car automatically from the speed specified within the top clearance and bottom overtravel.

3. The terminal stopping devices shall have rollers with rubber or other approved composition tread to provide silent operation when actuated by the cam fixed to the top of the car.
 - a. Terminal stopping devices that are not mechanically operated (i.e.: magnetic proximity) shall be provided by the manufacturer of the control equipment, intended for use as a terminal limit, and designed for reliable operation in the hoistway environment.
4. Final terminal limits shall be pinned so as to prevent movement after final adjustment where required by the AHJ.

2.7 PIT EQUIPMENT

A. Car Buffer (Reuse)

1. Existing car and counterweight buffers shall be reused.
 - a. Pit channels, related supports and fastenings shall be inspected for damage and to determine if the structural integrity of any component is diminished by the effects of rust or other unfavorable conditions.
 - 1) In the event defects are found, the Contractor shall immediately inform the Consultant and undertake whatever repair and/or replacement the Consultant may deem appropriate.
 - b. Surface rust shall be removed from all reused components.
 - c. Where hydraulic buffers are used:
 - 1) Buffer plunger shall be honed free of all surface rust and blemishes and provided with a protective coating of machinist bluing.
 - 2) The hydraulic fluid reservoir on each buffer shall be drained, flushed and refilled with fresh oil. The grade and amount of fluid added to each buffer shall conform to O.E.M. specification.
 - d. Provide a permanent buffer marking plate which indicates the manufacturer's name, identification number, rated impact speed and stroke.
 - e. Provide a permanent data plate in the vicinity of the counterweight buffer indicating the maximum designed counterweight runby in accordance with ASME A17.1 as may be modified by, and/or in addition to codes and standards accepted by the AHJ.
 - f. The buffer shall undergo testing in accordance with ASME A17.1 Code as modified by, and/or in addition to codes and standards accepted by the AHJ.

B. Jack Unit (Reuse)

1. The existing jack shall be reused.

2. The jack shall undergo the following work:
 - a. Check plunger for smooth surface and eliminate burrs where necessary.
 - b. Verify plunger sections are securely attached with minimum seam.
 - c. Check stop-ring for proper fit.
 - d. Renew internal babbitt-lined, guide bearing, packing or seals where necessary.
 - e. Clean drip ring around cylinder top to provide adequate drainage.
 - f. Check mounting hardware and welds where applicable.
 - g. Check secure attachment of head.
 - h. Remove rust and apply rust inhibiting paint.
3. Perform static load test of the jack unit to determine if there are any failures of the cylinder wall.
4. Where double-walled cylinders are not provided, and where prevailing conditions allow, install a plunger gripper to prevent freefall of the elevator in the event of a catastrophic failure of the hydraulic jack.

C. Hydraulic Check Valve

1. A check valve shall be provided and installed so that it will hold the elevator with rated load at any point when the pump stops, and the down valves are closed, or the maintained pressure drops below the minimum operating pressure.

D. Overspeed (Rupture) Valve

1. Where required by Code, an overspeed valve shall be provided and installed so that it will cause the flow of oil from the hydraulic jack through the pressure piping to cease when such flow exceeds a preset value relative to car speed in accordance with applicable codes.

E. Pit Stop Switch

1. Where pit depth does not exceed 67", each elevator pit shall be provided with a push/pull or toggle switch that is conspicuously designated "EMERGENCY STOP" and located so as to be readily accessible from the hoistway entrance on the lowest landing served at a height of approximately 18" above the floor.
 - a. This switch shall be arranged to prevent the application of power to the hoist motor and machine brake when placed in the "OFF" position.
2. Where climb-in pit depth exceeds 67", each pit shall be provided with two (2) push/pull or toggle switches conspicuously designated "EMERGENCY STOP".
 - a. Both of these stop switches shall be located immediately adjacent to the pit access ladder.
 - 1) Place one stop switch approximately 47" above the pit floor.

- 2) Place the second stop switch 18” above the hoistway entrance sill on the lowest landing served.
 - 3) These switches shall be arranged so as to prevent the application of power to the hoist motor or machine brake when either one is placed in the “OFF” position.
3. Where a walk-in pit exists, each elevator shall be provided with a push/pull or toggle switch that is conspicuously numbered and designated “EMERGENCY STOP”.
- a. The location of this stop switch shall be approximately 47” above the pit floor at the nearest point of pit entry from the access door.
 - b. This switch shall be arranged so as to prevent the application of power to the hoist motor and machine brake when placed in the “OFF” position.

2.8 HOISTWAY ENTRANCES

A. Hoistway Entrances (Reuse)

1. Hoistway entrance sills, sill supports, entrance frames, headers and header supports shall be reused and refurbished.
 - a. Hoistway entrances that have become distorted or bent shall be straightened, plumbed, reset to the proper width dimension and reinforced as necessary.
 - b. Provide 14-gauge steel fascia plates that extend at least the full width of the door and be secured at hanger support and sill with oval head machine screws.
 - 1) Reinforce fascia to allow not more than ½” of deflection.
 - 2) Provide fascia plates where the clearance between the edge of the loading side of the platform and the inside face of the hoistway enclosure exceeds the code allowed clearance.
 - c. Provide 14-gauge steel toe guards that extend 12” below any sill not protected by fascia.
 - 1) The toe guards shall extend the full width of the door and shall return to the hoistway wall at a 15-degree angle and be firmly fastened.
 - d. Remove oil, dirt and impurities on new and existing apparatus and give a factory coat of rust inhibitive paint to all exposed surfaces of struts, hanger supports, covers, fascias, toe guards, dust covers and other ferrous metal.

B. Slide Type Hoistway Entrance Door Panels (Reuse)

1. Hoistway entrance door panels shall be reused and refurbished.
 - a. Provide each door panel with two (2) removable laminated plastic composition guides, arranged to run in existing sill grooves with a minimum clearance.

- 1) The guide mounting shall permit their replacement without removing the door from the hangers.
 - 2) A steel wear indicator shall be enclosed in each guide.
- b. Provide the meeting edge of center opening doors with necessary new continuous rubber astragal bumper strips.
- 1) Astragal shall be relatively inconspicuous when the doors are closed.
 - 2) Provide rubber bumpers at the top and bottom of each section of door to stop them at their limit of travel in the opening direction.
2. In multi-speed door arrangements, provisions shall be made to interlock the individual panels so all panels close should the normal door panel relating means fail.
 3. Provide a special key so that an authorized person can open any landing door when the car is elsewhere.
 - a. The key hole shall be not less than 3/8" in diameter and shall be fitted with a stainless steel or bronze ferrule to match related equipment.
 - b. Where applicable, plug the abandoned hoistway door access hole in each door panel, secured from the hoistway side of the door, finished to match existing or as otherwise directed by the Owner/Architect.
 4. Where conditions warrant, or where otherwise required by code, equip all hoistway landing doors with one-piece full height non-vision wings of material and finish to match hall side of door panels.

C. Tracks / Hangers / Closers (Reuse)

1. The existing hoistway door hangers and tracks shall be reused and rehabilitated.
2. Roller/hanger assemblies, consisting of the roller and eccentric, shall be cleaned, degreased and adjusted for proper operation.
3. Up-thrust shall be minimized through adjustment of the eccentric roller.
4. Worn rollers and eccentrics shall be replaced where needed.
5. Thoroughly clean the track of all dirt and grease accumulations to provide a smooth surface.
 - a. Where track liners are employed, new liners shall be provided.
6. Closers at each entrance shall be cleaned and pivot pins lubricated.
 - a. Worn and/or defective sill closers as well as noisy spirators shall be replaced as required to maintain self-closing of the hoistway doors should the elevator leave the floor for any reason with the car door open.
7. In multi-speed door arrangements, provisions shall be made to interlock the individual panels so all panels close should the normal door panel relating means fail.

D. Interlocks / Unlocking Devices

1. Each set of landing doors shall be provided with a complete electromechanical interlock assembly.
 - a. Each interlock assembly shall consist of:
 - 1) A switch housing with contacts.
 - 2) Lock keeper.
 - 3) Clutch engagement/release subassembly.
 - 4) Associated linkages.
 - b. Arrange the lock so that individual leading door panels (side slide or center opening) are locked when in the closed position.
2. Non-typical mounting arrangements for interlocks and/or related mechanisms must receive prior approval from the Consultant.
3. Each hoistway door interlock assembly shall be provided with an emergency release mechanism utilizing a drop-leaf type access key at all landings served.
 - a. Each hoistway door shall accommodate manufacturers standard lock release key with escutcheon.
 - 1) The key hole shall be fitted with a metal ferrule that matches the door finish.

E. Hoistway Door Bottom Guides / Safety Retainers

1. The bottom of each side sliding type hoistway door panel shall be equipped with a minimum of two (2) guiding members.
 - a. Metal mounting angles shall be secured to the integral panel frame structure; and when conditions warrant, additional external metal support plates or angles shall be installed to ensure the integrity of the panel frame is not compromised.
 - b. Guides shall be manufactured of low friction non-metal material with sufficient strength to withstand forces placed on door panels per ASME A17.1 Standards.
 - c. Each guide assembly shall incorporate a steel wear indicator and be so designed to permit sliding member replacements without removal of door panel(s) from top hanger devices.
 - d. Panels shall be hung with a maximum vertical clearance of 3/8 inch between top of sill and bottom of panel and the guide shall engage the sill groove by not less than 1/4 inch.
2. The bottom of each side sliding type hoistway door panel shall be equipped with a guiding member safety retainer to prevent displacement in the event of primary guide means failure.

- a. A metal reinforcement (12 gauge stainless or galvanized steel) shall be installed between the two (2) primary guiding members (a.k.a. "Z" bracket).
- b. The reinforcement shall be designed with a minimum length of eight (8) inches or the maximum possible length that will fit between the primary members and a minimum overall height of two and one-half (2.5) inches secured on the internal face of the door panel. (Hoistway side)
- c. The retainer shall be set with the supplemental safety angle 3/8 inch into the corresponding sill groove; and be capable of preventing displacement of the panel no more than 3/4 inch with an applied force of 1125 lbf at right angles over an area twelve (12) inches x twelve (12) inches at the approximate center of the door panel.

2.9 CAR EQUIPMENT / FRAME

A. Car Frame (Reuse)

1. The existing car frame assembly shall be refurbished to as new condition and reused.
2. Individual car frame members, platform isolation framework, door operator support structure, related bracing and hardware shall be inspected for any indication of damage or distortion.
 - a. Where damage is detected, the Contractor shall immediately inform the Consultant and then undertake corrective action deemed appropriate by the Consultant to remedy the condition.
3. Provide new elastomer isolation pads for all existing platforms where pads are presently installed.
4. The car frame, door operator support and related bracing shall be modified or reconfigured as necessary in order to accommodate new cab enclosure and/or master door operating equipment specified herein.
5. The elevator car shall undergo static balancing upon substantial completion of all work described in the project specifications and subsequent to any car interior refinishing or cab replacement work performed in conjunction with the project.

B. Car Platform (Reuse)

1. The existing platform shall be modified to accommodate the new apparatus specified herein.
 - a. Where necessary, the underside of platform shall be refurbished and treated with fire-rated material.
 - b. If required, the top of platform shall be refurbished with a marine grade plywood set to receive new finished floor as specified herein.
 - c. Where necessary, provide a new safety access hole ring and cover assembly to match selected cab finishes.

- d. At Contractor's option or when conditions warrant, provide a totally new platform in lieu of repairs, modifications and upgraded specified above.

C. Automatic Leveling / Releveling / Positioning Device

1. Equip the elevator with a floor leveling device which shall automatically bring the car to a stop within 1/4" of any floor for which a stop has been initiated regardless of load or direction of travel.
2. This device shall also provide for releveling which shall be arranged to automatically return the elevator to the floor in the event the elevator should move below or above floor level in excess of 1/4".
3. This device shall be operative at all floors served and whether the hoistway or car door is open or closed provided there is no interruption of power to the elevator.
4. A positioning device shall be part of the controller microprocessor systems.
 - a. Position determination in the hoistway may be through fixed tape in the hoistway or by sensors fitted on each driving machine to encode and store car movement.
 - b. Design the mechanical features and electrical circuits to permit accurate control and rapid acceleration and retardation without discomfort.
5. Where there are consecutive floors/stops that are short stops, the system shall be capable of distinguishing between the two landing zones without error.
6. All equipment and logic required for leveling system to properly function with short stops shall be included.

D. Top-of-Car Inspection Operating Station

1. An inspection operating station shall be provided on top of the elevator car.
2. This station shall be installed so that the controls are plainly visible and readily accessible from the hoistway entrance without stepping on the car.
3. When the station is operational, all operating devices in the car shall be inoperative.
4. Provide the following control devices and features:
 - a. A push/pull or toggle switch designated "EMERGENCY STOP" shall be arranged so as to prevent the application of power to the hoist motor or machine brake when in the "off" position.
 - b. A toggle switch designated "INSPECTION" and "NORMAL" to activate the top of car Inspection Service Operation.
 - c. Push button designated "Up", "Down" and "Enable" to operate the elevator on Inspection Service (the "Enable" button shall be arranged to operate in conjunction with either the "Up" or "Down" button).
 - d. An indicator light and warning buzzer that are subject to activation under Phase I - Fire Emergency Recall Operation.

E. Car Enclosure Work Light / Receptacle

1. The top and bottom of each car shall be provided with a permanent lighting fixture and 110 volt GFI receptacle.
2. Light control switches shall be located for easy accessibility from the hoistway entrance.
3. Where sufficient overhead clearance exists, the car top lighting fixture shall be extended no less than 24" above the crosshead member of the car frame.
4. Light bulbs shall be guarded so as to prevent breakage or accidental contact.

F. Master Door Power Operator System – VVVF/AC

1. Provide a heavy-duty master door operator on top of the elevator car enclosure for power opening and closing of the cab and hoistway entrance door panels.
2. The operator may be of the pivot/lever or belted linear drive type.
3. Operator shall utilize an alternating current motor, controlled by a variable voltage, variable frequency (VVVF) drive and a closed-loop control with programmable operating parameters.
 - a. System may incorporate an encoder feedback to monitor positions with a separate speed sensing device or an encoderless closed-loop VVVF-AC control to monitor motor parameters and vary power applied to compensate for load changes.
4. The type of system shall be designated as a high speed operator, designed for door panel opening at an average speed of two (2.0) feet per second and closing at approximately one (1.0) foot per second.
 - a. Reduce the closing speed as required to limit kinetic energy of closing doors to within values permitted by ASME A17.1 as may be adopted and/or modified by the AHJ.
5. The door shall operate smoothly without a slam or abrupt motion in both the opening and closing cycle directions.
 - a. Provide controls to automatically compensate for load changes such as:
 - 1) Wind conditions (stack effect).
 - 2) Use of different weight door panels on multiple landings.
 - 3) Other unique prevailing conditions that could cause variations in operational speeds.
 - b. Provide nudging to limit speed and torque in conjunction with door close signaling/closing and timing devices as permitted by ASME A17.1 as may be adopted and/or modified by the AHJ. Nudging shall be initiated by the signal control system and not from the door protective device.
6. In case of interruption or failure of electric power from any cause, the door operating mechanism shall be so designed that it shall permit emergency manual operation of both

the car and corridor doors only when the elevator is located in the floor landing unlocking zone.

- a. The hoistway door shall continue to be self-locking and self-closing during emergency operation.
 - b. The door operator and/or car door panel shall be equipped with safety switches and electrical controls to prevent operation of the elevator with the door in the open position as per ASME A17.1 Code Standards.
 - c. Provide zone-lock devices as required by ASME A17.1 as may be adopted and/or otherwise modified by the AHJ.
7. Construct all door operating levers of heavy steel or reinforced extruded aluminum members.
 8. Belts shall be designed for long life and operate noise free.
 9. All components shall be designed for stress and forces imposed on the related parts, linkages and fixed components during normal and emergency operation functions.
 - a. All pivot points, pulleys and motors shall have either ball or roller-type bearings, oilite bronze bushings or other non-metallic bushings of ample size.
 10. Provide operating data / data tag permanently attached to the operator as required by applicable code and standards.

G. Car Door Hangers / Tracks / Gate Switch

1. Provide sheave type two-point suspension hangers and track for each car door.
 - a. Sheaves shall be hardened steel, not less than 3-1/4 inches in diameter with sealed grease packed precision ball bearings.
 - b. The upthrust shall be taken by a roller mounted on the hanger and arranged to ride on the underside of the track.
2. The track shall be of formed cold rolled steel or cold drawn steel and shall be rounded on the track surface to receive the hanger sheaves.
 - a. The track shall be removable and shall not be integral with the header.
3. Provide a gate switch that mounts directly to the car door track.
 - a. The gate switch shall prevent movement of the elevator until such time as it signals the control equipment that the car door has physically closed.

H. Car Door Panels (New)

1. Provide standard 1" thick, 14-gauge hollow metal flush construction panel(s), reinforced for power operation and insulated for sound deadening.

2. Paint the hoistway side of each panel black and face the cab side with 16-gauge sheet steel matching the existing returns or in selected material and finish as otherwise directed by Owner/Architect.
3. The panels shall have no binder angles and welds shall be continuous, ground smooth and invisible.
4. Drill and reinforce panels for installation of door operator hardware, door protective device, door gibs, etc.
 - a. Provide each door panel with two (2) removable laminated plastic composition guides, arranged to run in the sill grooves with minimum clearance.
 - b. The guide mounting shall permit their replacement without removing the door from the hangers.
5. Provide the meeting edge of center opening doors with necessary continuous rubber astragal bumper strips.
 - a. These strips shall be relatively inconspicuous when the doors are closed.

I. Door Reopening Device

1. Provide an infrared curtain door protection system.
2. The door shall be prevented from closing and reopen when closing if a person interrupts any one of the light rays.
3. The door shall start to close when the protection system is free of any obstruction.
4. The infrared curtain protective system shall provide:
 - a. Protective field not less than 71" above the sill.
 - b. Where a horizontal infrared light beam system is used:
 - 1) A minimum of forty-seven (47) light beams.
 - 2) Accurately positioned infrared lights to conform to the requirements of the applicable handicapped code.
 - c. Modular design to permit on board test operation and replacement of all circuit boards without removing the complete unit.
 - d. Controls to shut down the elevator when the unit fails to operate properly.

2.10 FINISH / MATERIALS / SIGNAGE

A. Material, Finishes and Painting

1. General
 - a. Cold-rolled Sheet Steel Sections: ASTM A366, commercial steel, Type B
 - b. Rolled Steel Floor Plate: ASTM A786
 - c. Steel Supports and Reinforcement: ASTM A36
 - d. Aluminum-alloy Rolled Tread Plate: ASTM B632

- e. Aluminum Plate: ASTM B209
- f. Stainless Steel: ASTM A167 Type 302, 304 or 316
- g. Stainless Steel Bars and Shapes: ASTM A276
- h. Stainless Steel Tubes: ASTM A269
- i. Aluminum Extrusions: ASTM B221
- j. Nickel Silver Extrusions: ASTM B155
- k. Bronze Sheet: ASTM B36(36M) alloy UNS No. C2800 (Muntz Metal)
- l. Structural Tubing: ASTM A500
- m. Bolts, Nuts and Washers: ASTM A325 and A490
- n. Laminated / Safety Tempered Glass: ANSI Z97.1

2. Finishes

a. Stainless Steel

- 1) Satin Finish: No. 4 satin, long grain.
- 2) Mirror Finish: No. 8 non-directional mirror polished.

b. Sheet Steel:

- 1) Shop Prime: Factory-applied baked on coat of mineral filler and primer.
- 2) Finish Paint: Two (2) coats of low sheen baked enamel, color as selected by the Architect.
- 3) Steel Equipment: Two (2) coats of manufacturer's standard rust-inhibiting paint to exposed ferrous metal surfaces in both the hoistway and pit that do not have galvanized, anodized, baked enamel, or special architectural finishes.

3. Painting

- a. Apply two (2) coats of paint to the machine room floor.
- b. Apply two (2) coats of clear lacquer to bronze or similar non-ferrous materials to prevent tarnishing during a period of not less than twelve (12) months after initial acceptance by the Owner or Agent.
- c. Identify all equipment including buffers, car apron, crosshead, safety plank, machine, controller, drive, governor, disconnect switch, etc., by 4" high numerals which shall contrast with the background to which it is applied. The identification shall be either decalomania or stencil type.
- d. Paint or provide decal-type floor designation not less than four (4) inches high on hoistway doors (hoistway side), fascias and/or walls as required by A17.1 as may be adopted and/or modified by the AHJ. The color of paint used shall contrast with the color of the surface to which it is applied.

B. Car Interior Finishes

- 1. Car interior finishes shall be as designed in Exhibits A & B.
- 2. Contractor shall provide samples of finishes as required for approval prior to fabrication.

3. Refer to specifications for other design requirements where provided.

2.11 FIXTURES / SIGNAL EQUIPMENT

A. General - Design and Finish

1. The design and location of the hall and car operating and signaling fixtures shall comply with the ADAAG and local requirements of the AHJ.
2. The operating fixtures shall be selected from the manufacturer's premium line of fixtures.
3. Custom designed operating and signaling fixtures shall be as shown on the drawings or as approved by the Owner / Consultant.
4. The layout of the fixtures including all associated signage and engraving shall be as approved by the Owner / Consultant.
5. Where no special design exists, the buttons shall be as follows:
 - a. Stainless steel convex type as selected by the Owner from the manufacturer's premium line of push buttons.
 - b. The button shall have a collar/small round indicator on the button with LED call registered light.
6. Where no special design exists, the faceplates shall be as follows:
 - a. Passenger Elevators
 - 1) Ground Floor: stainless steel faceplate with No. 4 finish.
 - 2) Typical Floors: 1/8" thick stainless steel faceplate with No. 4 finish.
7. Mount passenger elevator fixtures with tamperproof fasteners . The screw/fastener and key switch cylinder finishes shall match faceplate finish.
8. Where key-operated switch and or key operated cylinder locks are furnished in conjunction with any component of the installation, four (4) keys for each individual switch or lock shall be furnished, stamped or permanently tagged to indicate function.
9. All caution signs, pictographs, code mandated instructions and directives shall be engraved and filled with epoxy in code required colors.

B. Car Direction Lantern

1. Provide a car riding lantern with visual and audible signal in the edge of the strike and/or return post.
2. The lens shall project a minimum of 1/4" and shall be of solid Plexiglas.
3. Use tamperproof screws with hairline joint.
4. Car lantern shall indicate the direction of travel when doors are 3/4 open.
5. The unit shall sound once for the "up" direction and twice for the "down" direction.
 - a. Provide an electronic chime with adjustable sound volume.

C. Corridor Push Button Station / Surface Mount / Existing Back-Boxes

1. A riser of surface-mounted push button signal fixtures shall be provided on each landing.
2. Each new signal fixture shall consist of:
 - a. An extended faceplate.
 - b. A wiring duct, internal to the faceplate, to facilitate wire run from the existing back-box to the new lower push buttons.
 - c. Up and down illuminating push buttons measuring 3/4" at their smallest dimension as selected by the Owner.
 - d. Provisions to fasten to the existing back-box and extend buttons to a height of 42" above the floor.
 - e. Installed both plumb and flush to the finished wall.
3. Intermediate landings shall be provided with fixtures containing two (2) push buttons while terminal landings shall be provided with fixtures containing a single push button.
4. Include firefighter key switch in the main lobby level station or other designated recall landing.

2.12 CAR ENCLOSURES

A. Elevator Cab / Refurbish / Remodel

1. See Exhibits A and B for owner's cab design.
2. Install new high speed exhaust fan with security protection off-set grill.
3. Installation of rear wall handrail 32 inches above the finished floor with four (4) points of attachment designed for interior access servicing and support plates on the exterior of the enclosure.

2.13 EMERGENCY LIGHTING / COMMUNICATIONS / SIGNALING

A. Common Alarm Bell

1. Provide a common alarm bell located in the elevator pit.
 - a. The bell shall be configured to operate when the alarm or stop switch of any elevator is activated, during both normal and battery back-up power conditions.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Inspection

1. Study the Contract Documents with regard to the work as specified and required so as to ensure its completeness.
2. Examine surface and conditions to which this work is to be attached or applied and notify the Owner in writing if conditions or surfaces are detrimental to the proper and expeditious installation of the work. Starting the work shall imply acceptance of the surfaces and conditions to perform the work as specified.
3. Verify, by measurements at the job site, dimensions affecting the work. Bring field dimensions which are at variance with those on the accepted shop drawings to the attention of the Owner. Obtain the decision regarding corrective measures before the start of fabrication of items affected.
4. Cooperate in the coordination and scheduling of the work of this section with the work of other sections so as not to delay job progress.

3.2 INSTALLATION / PROJECT PHASING

A. Installation

1. Modernize the elevators, using skilled personnel in strict accordance with the final accepted shop drawings and other submittals.
2. Comply with the code, manufacturer's instructions and recommendations.
3. Coordinate work with the work of other building functions for proper time and sequence to avoid delays and to ensure right-of-way of system. Use lines and levels to ensure dimensional coordination of the work.
4. Accurately and rigidly secure supporting elements within the shaftways to the encountered construction within the tolerance established.
5. Provide and install motor, switch, control, safety and maintenance and operating devices in strict accordance with the submitted wiring diagrams and applicable codes and regulations having jurisdiction.
6. Ensure sill-to-sill running clearances do not exceed 1 ¼" at all landings served.
7. Arrange door tracks and sheaves so that no metal-to-metal contact exists.
8. Reinforce hoistway fascias to allow not more than 1/2" of deflection.
9. Remove oil, dirt and impurities and give a factory coat of rust inhibitive paint to all exposed surfaces of struts, hanger supports, covers, fascias, toe guards, dust covers and other ferrous metal.
10. Prehang traveling cables for at least twenty-four (24) hours with ends suitably weighted to eliminate twisting after installation.
11. Pack openings around oil line with fire resistant, sound isolating glass or mineral wool.
12. Provide isolation pad between platen head and car structure.
13. Sound isolate pump units and controllers from building structure.
14. After installation, touch up in the field, surfaces of shop primed elements which have become scratched or damaged.
15. Lubricate operating parts of system as recommended by the manufacturer.

B. Project Phasing

1. Phase I - Final design development and contractors' preliminary work procedures to be completed within three (3) weeks from date of contract award.
 - a. Prevailing conditions review and layout.
 - b. Selection meeting for aesthetic design and finishes with Owners' designee.
 - c. Filing for required permits or other governing authorities work procedure requirements.
2. Phase II - Submittal approvals and confirmations shall be completed within eight (8) weeks from date of contract award.
 - a. Selection confirmations.
 - b. Manufacturer's shop drawings applicable, i.e., fixtures, cab, machine room layouts, doors, etc.
 - c. Engineering data acknowledgment applicable, i.e., power, heat, structural loads.
 - d. Delivery dates for major component suppliers, i.e., controls, machinery, fixtures, cabs, etc.
 - e. Posting of permits or other governing agency authorizations to proceed.
 - f. Proposed work implementation schedule based on the aforementioned procedures/confirmations.
3. Phase III - Mobilization of Final Design Approvals
 - a. Revision confirmations. (Equipment, etc.)
 - b. Preliminary work procedures.
 - c. Schedule confirmations.
4. Contractor shall provide a project schedule as part of the Bid based on the following:
 - a. Include three (3) days of simulated operation, with or without door operation, while not allowing passenger use.
 - b. Consultant punch list inspection report shall be performed after acceptance testing by the AHJ for each individual elevator.
 - c. Contractor shall complete all punch list items issued by both the AJH and the Consultant prior to turn-over for beneficial use by the Owner and removal of the next elevator for modernization.

3.3 FIELD QUALITY CONTROL

A. Inspection and Testing

1. Upon completion of each work phase or individual elevator specified herein, the Contractor shall, at its own expense, arrange and assist with inspection and testing as may be required by the A.H.J. in order to secure a Certificate of Operation.

B. Substantial Completion

1. The work shall be deemed “Substantially Complete” for an individual unit or group of units when, in the opinion of the Consultant, the unit is complete, such that there are no material and substantial variations from the Contract Documents, and the unit is fit for its intended purpose.
2. Governing authority testing shall be completed and approved in conjunction with inspection for operation of the unit; a certificate of operation or other required documentation issued; and remaining items mandated for final acceptance completion are limited to minor punch list work not incorporating any life safety deficiencies.
3. The issuance of a substantial completion notification shall not relieve the Contractor from its obligations hereunder to complete the work.
4. Final completion cannot be achieved until all deliverables, including but not limited to training, spare parts, manuals, and other documentation requirements, have been completed.

C. Contractor’s Superintendent

1. The Contractor shall assign a competent project superintendent during the work progress and any necessary assistant, all satisfactory to the Owner. The superintendent shall represent the Contractor and all instructions given to him shall be as binding as if given to the Contractor.

3.4 PROTECTION / CLEANING

A. Protection and Cleaning

1. Adequately protect surfaces against accumulation of paint, mortar, mastic and disfiguration or discoloration and damage during shipment and installation.
2. Upon completion, remove protection from finished surfaces and thoroughly clean and polish surfaces with due regard to the type of material. Work shall be free from discoloration, scratches, dents and other surface defects.
3. The finished installation shall be free of defects.
4. Before final completion and acceptance, repair and/or replace defective work, to the satisfaction of the Owner, at no additional cost.
5. Remove tools, equipment and surplus materials from the site.

B. Barricades and Hoistway Screening

1. The Contractor shall provide barricades where necessary in order to maintain adequate protection of areas in which work specified by the Contract Documents is being performed, including open hoistway entrances. Fabrication and erection as all barricades shall be in compliance with applicable OSHA regulations.
2. As required, the Contractor shall provide temporary wire mesh screening in the hoistway and of any elevator undergoing work specified in the Contract Documents. This screening shall be installed in such a manner as to completely segregate the hoistway

from that of adjacent elevators. Screening shall be constructed from .041” diameter wire in a pattern that rejects passage of a 1” diameter ball.

3.5 DEMONSTRATION

A. Performance and Operating Requirements

1. Passenger elevators shall be adjusted to meet the following performance requirements:
 - a. Speed within 5% of rated speed in the up direction under any loading condition.
 - b. Leveling: within $\pm 1/4$ ” as measured between the car entrance threshold and the landing sill on any given floor under any loading condition.
 - c. Typical Floor-to-Floor Time: (Recorded from the doors start to close on one floor until they are 3/4 open at the next floor) under various loading conditions.

Simplex Passenger Elevators 14 - 17 seconds.

Door Operating Times

Door Type	Opening	Closing
36” side opening	1.9 – 2.3 sec.	3.8 – 4.5 sec.
42” side opening	2.2 – 2.6 sec.	4.5 – 5.3 sec.
d. Door dwell time for hall calls:	4.0 sec with Advance lantern signals.	
e. Door dwell time for hall calls:	5.0 sec without Advance lantern signals.	
f. Door dwell time for car calls:	3.0 seconds.	
g. Reduced non-interference dwell time:	1.0 seconds.	

2. Maintain the following ride quality requirements for the passenger elevators:
 - 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, fan running - 55 dba.
 - 3) Car running at high speed, fan off - 50 dba.
 - 4) Door in operation - 60 dba.
 - b. Vertical accelerations shall not exceed 14 milli-g
 - 1) The accelerometer used for this testing shall be capable of measuring and recording acceleration to nearest 0.01 m/s² (1 milli-g) in the range of 0-2 m/s² over a frequency range from 0-80 Hz with ISO 8041 filter weights

applied. Accelerometer should provide contact with the floor similar to foot pressure, 60 kPA (8.7psi).

- c. The amplitude of acceleration and deceleration shall not exceed 2.6 - 2.8 ft./sec² for geared and MRL traction, and 3.5 - 4 ft./sec² for gearless traction elevators.
- d. The maximum jerk rate shall be 1.5 to 2.0 times the acceleration and deceleration.
- e. The maximum velocity which the elevator achieves in either direction of travel while operating under load conditions that vary between empty car and full rated load shall be within $\pm 3\%$ of the rated speed.

B. Acceptance Testing

1. The Contractor shall provide at least five (5) days prior written notice to the Owner and Consultant regarding the exact date on which work specified in the Contract Documents will reach completion on any single unit of vertical transportation equipment.
2. In addition to conducting whatever testing procedures may be required by local inspecting authorities in order to gain approval of the completed work, and before seeking approval of said work by the Owner, the Contractor shall perform certain other tests in the presence of the Consultant.
3. The Contractor shall provide test instruments, test weights, and qualified field labor as required to safely operate the unit under load conditions that vary from empty to full rated load and, in so doing, to successfully demonstrate compliance with applicable performance standards set forth in the project specifications with regard to:
 - a. Operation of safety devices.
 - b. Sustained high-speed velocity of the elevator in either direction of travel.
 - c. Brake-to-brake running time and floor-to-floor time between adjacent floors.
 - d. Floor leveling accuracy.
 - e. Door opening/closing and dwell times.
 - f. Ride quality inside the elevator car.
 - g. Communication system.
4. The Contractor shall provide test instruments and qualified field labor as required to successfully demonstrate:
 - a. Simulated and actual emergency power operation.
 - b. Firefighter, attendant and independent service operations.

END OF SPECIFICATION

Atrium

Ceiling

Aluminum frame ceiling with fire-rated Lexan Thermoclear polycarbonate lenses. New LED fluorescent style lighting is included

Raised Panels

Flat standard Grade Wilsonart plastic laminate (Boardwalk Oak 7983) on rear & side walls. Rear wall will have vertical center seam as material isn't available to cover rear wall in single piece..

Handrail & Bumper rails

1/4" x 2" satin finish stainless steel flat bar handrails & Bumper rails on rear & side walls.

Base

20ga Satin (#4) finish stainless steel.

Flooring

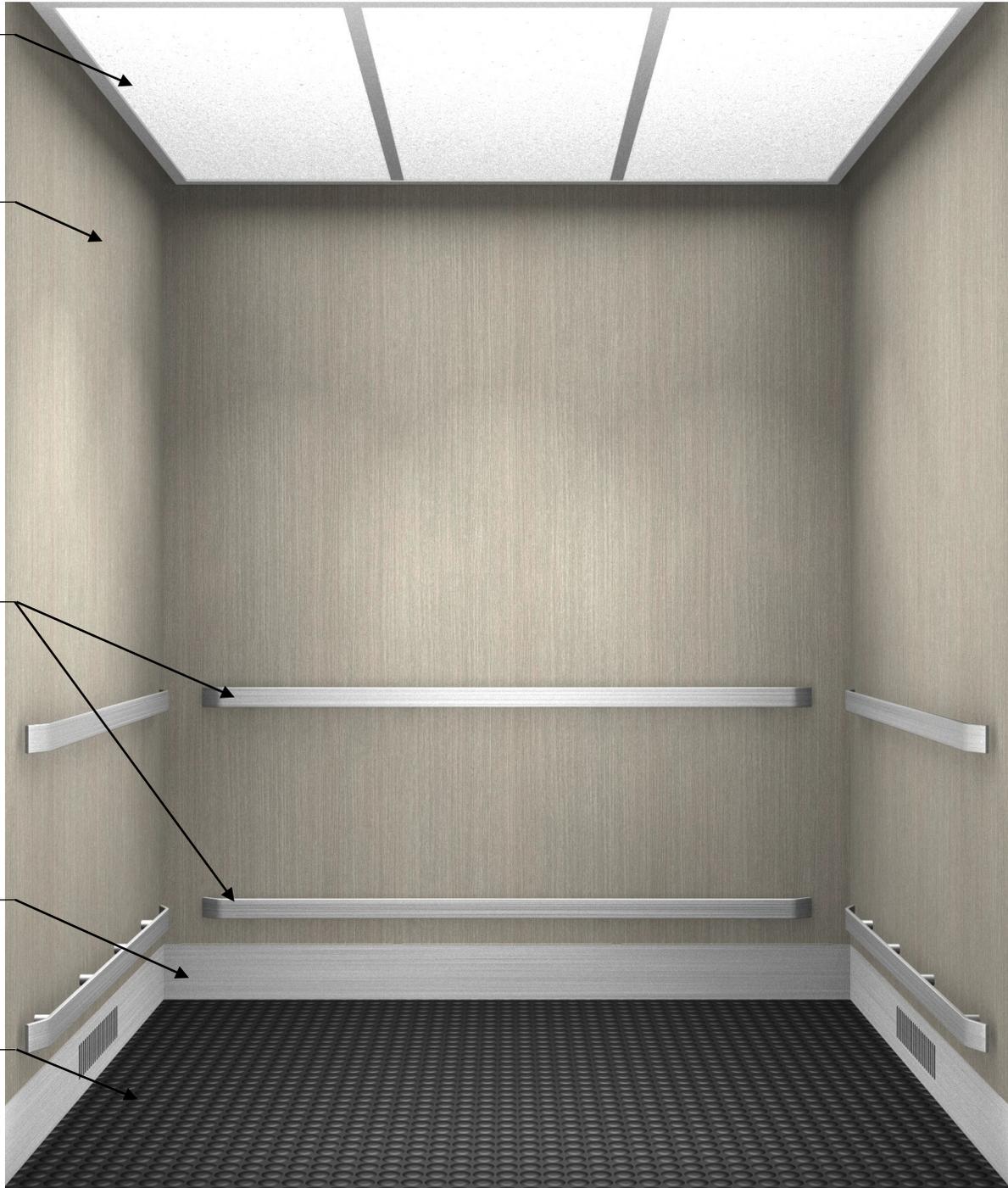
Norament Round (Black)

Items Not Illustrated

20ga satin (#4) finish stainless steel car front cladding to include Transom, Fixed front return & Side opening cab door.

Hoistway Entrance Cladding for two entrances to includes Header, Jambs, Strike jamb & Side opening Door

Palmtuff Vinyl protective pads with satin stainless steel pad studs.



Ceiling

Aluminum frame ceiling with fire-rated Lexan Thermoclear polycarbonate lenses. New LED fluorescent style lighting is included

Raised Panels

Flat standard Grade Wilsonart plastic laminate (Boardwalk Oak 7983) on rear & side walls. Rear wall will have vertical center seam as material isn't available to cover rear wall in single piece..

Handrail & Bumper rails

1/4" x 2" satin finish stainless steel flat bar handrails & Bumper rails on rear & side walls.

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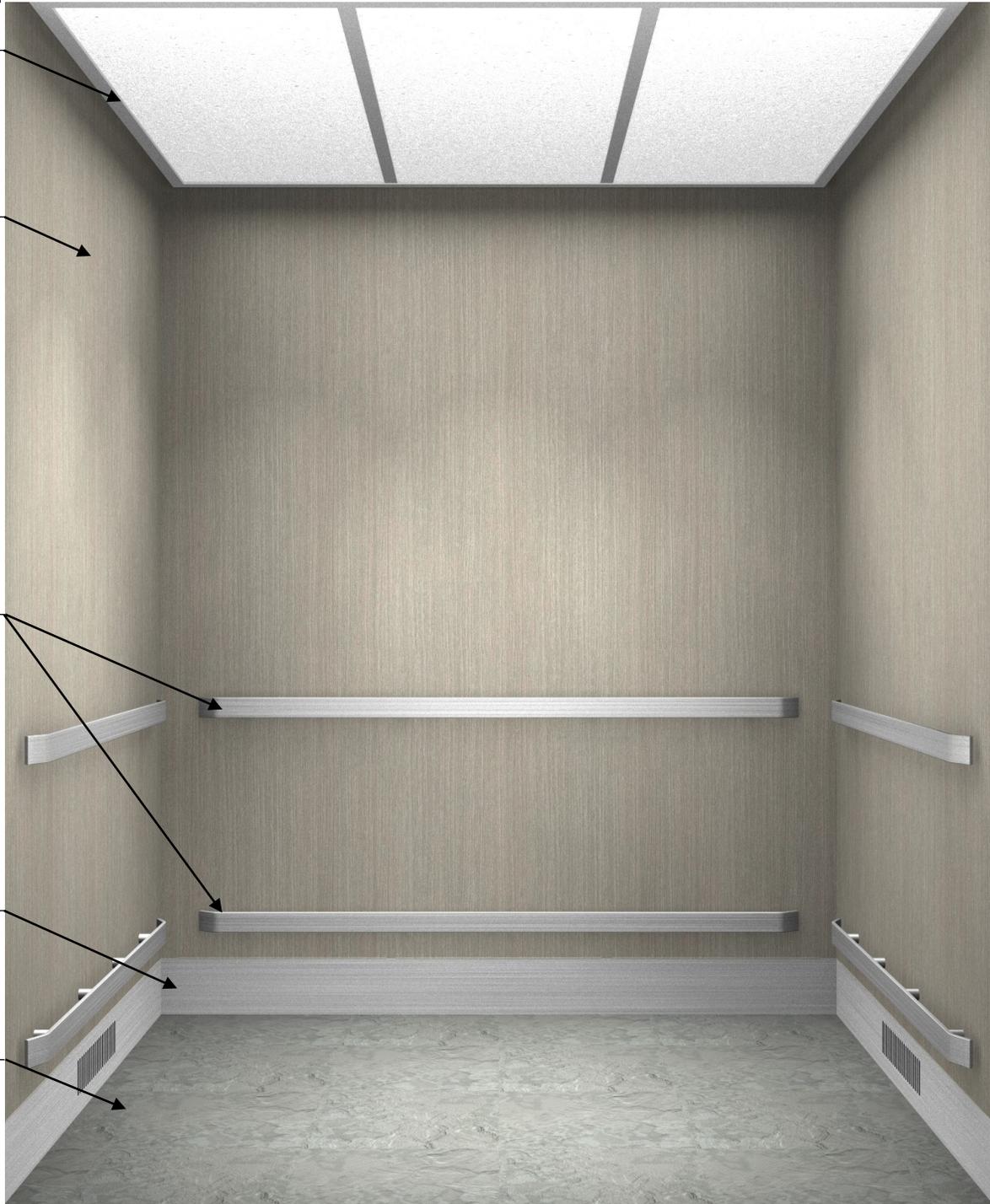
Norament Arago

Items Not Illustrated

20ga satin (#4) finish stainless steel car front cladding to include Transom, Fixed front return & Side opening cab door.

Hoistway Entrance Cladding for two entrances to includes Header, Jamb, Strike jamb & Side opening Door

Palmtuff Vinyl protective pads with satin stainless steel pad studs.



SECTION 14 01 20

**OWNERS FORM OF VERTICAL TRANSPORTATION
MAINTENANCE AGREEMENT AND SPECIFICATIONS
FOR FULL COVERAGE**

ON

TWO (2) HYDRAULIC ELEVATORS

AT

INNOVATION PARK

2035 E. PAUL DIRAC DRIVE

TALLAHASSEE, FL

DATE: July 19, 2022

VDA NO. 65766/DH

Elevator Contractor _____

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DIVISION 14 – CONVEYING EQUIPMENT

14 00 00 Conveying Equipment

14 01 00 Maintenance of Conveying Equipment

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

_____ (hereinafter called the Contractor) shall furnish services to LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY (hereinafter called the Owner) c/o NAI TALCOR COMMERCIAL REALTY (hereinafter called the (Owner's Representative) on the following vertical transportation systems and related equipment located at Don Fuqua / Johnson & Morgan Buildings, 2035 E. Paul Dirac Drive, Tallahassee, FL:

Morgan Building Atrium Elevator / 2 Landing Hydraulic Elevator / State ID# 39498

Johnson Building Elevator / 2 Landing Hydraulic Elevator / State ID# 50410

PART 1 - GENERAL CONDITIONS

1.1 AGREEMENT INTENT

- A. The purpose of this agreement is to state and define the terms and conditions under which the Contractor shall provide full comprehensive maintenance and repair services for the vertical transportation systems identified, and the terms and conditions under which the Owner's Representative shall compensate the Contractor for such services rendered.
- B. It is the intent of this Agreement 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 Owner's Representative that the 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 Owner as used herein, refers to the person, organization, corporation or other entity representing building ownership and the relative responsibilities under this Agreement.
- B. The term Owner's 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 Agreement.
- C. 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.
- D. 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 Owner's Representative to furnish qualified labor and materials for the execution of the services and maintenance work described herein.
- E. 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.
- F. The term "Consultant," as used herein, refers to VDA, or other consultant designated by Owner.
- G. The term "Agreement," "Contract" or "Contract Documents," as used herein, consists of this specific document, pages 1 to 30; 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 this Contract Document, shall mean the following:

ADA	Americans With Disabilities Act
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)
A.H.J.	Authority Having Jurisdiction
G.A.	Governing Agency
NEC	National Electrical Code
OSHA	Occupational Safety and Health Administration

1.4 AGREEMENT 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, in accordance with all applicable codes, ordinances and regulations.
- B. With the exception of only those items specifically identified as being performed by others, the specifications are intended to include all engineering, material, labor, testing, and inspections needed to achieve work specified by the contract. Inasmuch as it is understood that any incidental work necessary to execute the Agreement 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.
- C. 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, and housekeeping.

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 to provide a list of Union designated holidays.
- B. Scheduled repairs and/or other major adjustment procedures necessitating removal of a piece of equipment from service for an extended period of time must be scheduled through the Owner's Representative.
 - 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 Representative extraordinary obligation is extra premium labor costs only.
 - 2. Callback services shall be made available twenty-four (24) hours per day, seven (7) days per week including weekends and holidays as further specified herein.
- C. Travel time for all billable callback services shall be capped at 1.0 hours (roundtrip) per callback.

1.6 SOLE RESPONSIBILITY

- A. The maintenance work shall be performed only by Certified 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 and shall not be assigned or transferred to any agent or subcontractor without the express consent of the Owner's Representative.
- 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 the fees indicated in Exhibit A.

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 for services rendered shall be made on a monthly basis, within thirty (30) days of the end of each billing period. In addition, Owner's Representative shall pay any tax imposed upon the Contractor by existing or future law, as due in conjunction with the services rendered or purchase of materials used to provide the services. No additional travel and/or sundries fees will be permitted.

1. Payment for callback services shall be invoiced on a monthly basis for all call-back services with an itemized statement for each service rendered using the hourly rates specified in Exhibit "A" and adjusted on an annual basis in accordance with terms specified herein.
 - a. Contractor is required to verify with authorized caller or an (Owner/Management Representative) if overtime services are approved before dispatching technician(s); if services are not approved, and services are rendered on overtime, Owner is not responsible for additional overtime charges.
2. Payment for emergency callback services shall be invoiced for all callback services with an itemized statement for each service rendered using the hourly rates specified in Exhibit "A" and adjusted on an annual basis in accordance with the terms specified herein.
3. Exception to the above statement is as follows regarding payment for after-hours work:
 - a. Any calls placed to the Contractor on or before 1:00 p.m. Monday through Friday, with the exception of a Legal Holiday for the International Union of Elevator Constructor's (IUEC), and not answered until after 4:30 p.m. will not be charged to the Owner.
 - b. Calls not answered after hours which result in the elevator being shut down for extended periods of time may result in the Owner withholding monthly payment until such instances are discussed between the two parties.
 - c. Payments for monthly service will be based on compliance with the entire maintenance Agreement herein including the following:
 - 1) Accurate and timely maintenance records must be updated and kept on site in the Code required Maintenance Control Plan (MCP).
 - 2) All site visits, regardless of their nature shall result in the Contractor's employees leaving onsite a time ticket of work performed in such an area designated by the Owner.

1.8 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 Owner's 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 Owner's Representative. Such signs will be furnished by the Contractor upon request of the Owner and shall remain in place until necessary repairs are completed.

1.9 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 anti-pollutant manner 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 permitted to be thrown, discharged, or disposed into or upon the streets bounding the Site of Work.

1.10 GRATUITIES/LOST AND FOUND

- A. No personnel employed in performing the Work shall solicit or accept gratuities, for any reason whatsoever, from passengers, 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 Owners Representative. The Contractor shall instruct their employees (and shall cause any Subcontractor's to instruct their employees) in the provision of this numbered clause.

1.11 LABOR ACTIONS

- A. Whenever any labor strike, slowdown, work stoppage, picketing or other labor action which might interfere with the performance of the Contract, occurs at the Site of the Work as a result of the Contractor's (or its Subcontractor's) utilization of particular means, methods or manpower to perform the Work required by this Contract, the Contractor shall pursue all remedies which are appropriate and available to him to avoid such interference including, but not limited to the utilization of supervisory and other non-union employees trained in the proper maintenance and repair of the equipment.

1.12 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, manufacturer's and/or their composition of matter, 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.

1.13 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 Owners Representative.
- 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 Owners Representative personnel when conditions warrant or upon request of the Owner. The Owners Representative 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.

1.14 COMMUNICATION

- A. **CUSTOMER REPRESENTATIVE:** A representative of the Contractor will be available to discuss with Owners Representative the elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Government Authorities, proper use, and care of the Units.
- B. **QUARTERLY MEETING WITH Owners Representative:** Account Representative shall meet with Owners Representative on a quarterly basis. The meeting should consist of the following agenda items: (1) status of the account, (2) review of the prior month's activities, and (3) a review

of any problem areas. Owners Representative shall prepare and distribute minutes for these meetings.

- C. **REPORTS:** Contractor shall provide at each meeting, detailed reports of the previous quarter's 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.

1.15 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 these specifications shall be fully covered under this Agreement regardless of application, method or cost assignment for the life of the Agreement.
- 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.

1.16 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 parts different from those now constituting the equipment, as recommended or directed by insurance companies, Government Authorities, or otherwise.

1.17 RECORD KEEPING

- A. A complete permanent record of inspections, maintenance, lubrication and callback 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 ASME A17.1 and the local AHJ. These records are to be available to Owners Representative 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, a copy of the records shall be provided to the Owner. The Contractor will interface with 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.

1.18 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. Callback events and preventative maintenance records will be delivered to management on a monthly basis via electronically transmitted, mailed, or via OEM online service no later than the 15th of the following month.

1.19 REPORTS BY CONTRACTOR

- A. The Contractor shall, at any time during the term of this Contract, upon written request of the **Owners Representative**, 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.

1.20 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. The Contractor shall be entitled to a review of their labor and material costs for the purpose of adjusting the maintenance fee thirty (30) days prior to the annual renewal date of this Agreement each year.
- C. 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.
- D. 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.)
- E. 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 _____.
- F. Annual adjustments shall be effective the first day of the new Contract year and shall remain unchanged for the next twelve (12) months.
- G. Notwithstanding anything to the contrary, the maximum annual increase shall not be more than THREE percent (3%) of the total contracted payment for the preceding Contract year.

1.21 INSURANCE COVERAGE

- A. The Contractor shall not commence work under this Contract until it has been agreed to and obtained the following minimum insurance coverage:
1. The Contractor hereby agrees, to the fullest extent permitted by law, to assume the entire responsibility and liability for the defense of and to pay and indemnify the Owner, their agent and employees against any loss, cost expense, liability or damage and will hold each of them harmless from and pay any loss, cost, expense, liability or damage (including without limitation, judgment, attorney's fees, court costs and the cost of appellate proceedings) which the Owner incurs because of sickness, injury to or death of any person or on account of damage to or destruction of property, including loss of use thereof, or any other claim arising out of, in connection with, or as a consequence of the performance of the services or the furnishing of the equipment and supplies and/or any acts or omissions of the Contractor or any of its officers, directors, employees, agents, subcontractors, or anyone directly or indirectly employed by the Contractor for whom it may be liable as it relates to the scope of this Contract.
 2. The Contractor shall, before the commencement of any provisions of any services, file certificates, showing existence of such insurance with the Owner, and such insurance shall be subject to the Owner's approval as to the adequacy of protection and compliance with this Contract, and the satisfactory character of the Insurer. Such insurance shall be placed

with Licensed and Admitted carriers who write insurance and do business in the State of FL. Licensed for Surplus is not acceptable.

3. The Owner agrees to give the Contractor notice within a reasonable time (Sunday and holidays excluded) of any accidents, alterations, or changes 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 operates 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 operates in a manner which might cause injury to anyone using said equipment.
4. The Contractor agrees to maintain such insurance as will fully protect the Contractor, Agent, and the Owner of the building from any and all claims under worker's compensation act or employers' liability laws, and from any and all other claims of whatsoever kind of nature for damage to property or for bodily injury, including death to anyone whomsoever, that may arise from the operations of the Contractor.
5. Prior to the commencement of operations, Contractor will purchase and maintain the following minimum insurance as will protect it, the Owners Representative from any claim which may arise out of a result of Contractors operations under this service Contract whether such operation shall be by the Contractor, its employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:
 - a. Commercial General Liability Insurance on an Occurrence basis including:
 - 1) Bodily Injury, Property Damage including Personal Injury and death.
 - 2) Per Project" endorsement.
 - 3) Broad form property damage liability.
 - 4) Blanket Contractual Liability including contractual liability assumed by this contract.
 - 5) Independent Contractors Protective Liability coverage. The minimum limit for Comprehensive Liability insurance coverage shall be:
 - a) Each Occurrence: \$1,000,000
General Aggregate: \$2,000,000
including "Per Project"
endorsement Products & Completed
Operations Aggregate: \$1,000,000
 - b) Excess liability limits of not less than:
Each Occurrence: \$4,000,000
Coverage to follow form of underlying policies.
 - c) Worker's Compensation Insurance - In accordance with the statutory limits.
 - d) Employer's Liability Insurance – With a minimum limit of not less than:
Bodily Injury by Accident: \$1,000,000 each accident
Bodily Injury by Disease: \$1,000,000 each employee
Bodily Injury by Disease: \$1,000,000 policy limit
 - e) Statutory State Disability Benefits Insurance covering all persons employed by the Contractor in connection with this contract.

- B. The foregoing insurance policies shall be primary to any other insurance which may be carried by the Owner and shall name Owner as additional insured with a specific policy endorsement as follows:
- LEON COUNTY RESEARCH & DEVELOPMENT AUTHORITY
 - 2051 E. PAUL DIRAC DRIVE, SUITE 100
 - TALLAHASSEE, FL 32310
- C. Certificates of Insurance evidencing such coverage shall be filed with the Owner prior to the commencement of the contract and renewal of insurance certificates shall be furnished prior to the expiration of any coverage herein.
- D. The policies shall contain a provision giving Owners at least thirty (30) day prior written notice of any change or cancellation of such insurance, in the event of cancellation of Non Payment of Premium, in which ten (10) day notice will be provided. This notice will be included on the Certificate of Insurance.
- E. All insurance must be with a licensed and Admitted (licensed for Surplus Lines is not acceptable) insurance carrier with and maintain no less than, A.M. Best's rating of "A-, size VII" and shall be acceptable insurance carriers subject to the discretion of Owner.
- F. The Contractor agrees that the required insurance is not intended to limit the Contractor's liability in the event the Contractor is deemed to be negligent in causing bodily injury or property damage during the course of its operation.
- G. The Contractor will, at its own expense, maintain physical damage insurance in the amounts and against the perils desired by the Contractor on all property owned or rented by the Contractor. The Contractor hereby waives its rights of recovery against the Owner for any damage or loss to property of any kind which is owned or rented by Contractor or for which the Contractor is liable.

1.22 CANCELLATION

- A. The Owners Representative shall have the right to cancel this Contract upon at least thirty (30) days prior written notice to the Contractor of its election to do so without penalty for the following:
1. Elective upgrading of apparatus awarded to another vendor.
 2. Substandard services and/or poor maintenance practices as confirmed by the Consultant or other qualified professional.
 3. Failure to comply with governing authority directives and/or citations.
 4. Cost analysis completed prior to expiration date.
- B. For the purposes of this maintenance Agreement if the Owner finds fault in the Contractor's performance, the Owner shall notify the Contractor citing the examples of default and this communication will be presented via certified mail. The Owner will then allow the Contractor

thirty (30) days from the date of receipt of the certified letter for the Contractor to reasonably cure said defaults.

- C. In addition to the rights provided in paragraph “A” hereunder, the Owners Representative shall have the right to cancel this Contract immediately, upon the occurrence of any of the following contingencies: bankruptcy of the Owner or Contractor, mortgage foreclosure, condemnation, destruction, or transfer or conveyance of Title to the premises in which the subject equipment is located or the premises in which the subject equipment is located is rendered unusable in the opinion of the Owners Representative .
- D. Cancellation of this Agreement prior to the expiration date shall entitle the Contractor to payment for services rendered up to and including the date of cancellation; and the Owners Representative shall not be responsible for any expenses or subsequent costs that may be incurred by the Contractor as a result of an early cancellation or standard Contract Agreement expiration.

1.23 NOTICES

- A. All notices to be given under the Contract shall be in writing and addressed to the party to be notified, postage prepaid, by registered or certified mail, return receipt requested, or by delivering the same in person to such party. All notices shall be deemed to have been given as of the date of delivery indicated on the return receipt or date of failure to deliver by reason of changed address of which no notice was given or refusal to accept delivery, or when personally delivered. Any party or person to whom notices are to be sent or given pursuant to the Contract may, by notice to all such other parties or persons mentioned herein, change its address for the giving of notices, provided, however, that a notice of change of address shall be deemed effective only when received by the addressee. Notices to be given hereunder shall be sent or delivered to:

Contractor:

Owners Representative:

[NAI TALCOR](#)

[C/O STEPHANIE SHOULET](#)

[1018 THOMASVILLE ROAD SUITE 200A, TALLAHASSEE FL 32303](#)

stephanie@talcor.com / 850-408-0348

1.24 PAYMENT/TERMS

- A. This service will be furnished for the period of three (3) years. All replacement parts, repairs, adjustments and associated services, as specified herein, shall be supplied, installed, performed and conducted at the Contractor's sole cost and expense unless otherwise specified herein.
1. Automatic Renewal:
 - a. The Owners Representative shall have the right to renew this Agreement on a year-to-year basis upon expiration of the initial Contract period. All terms, conditions and provisions shall remain intact.
 - b. There will be no automatic Renewal unless Owners Representative authorizes in writing or as outlined below to prevent lapse in service coverage.
 2. The Owners Representative agrees to pay the Contractor on a monthly basis, the fee of _____ Dollars (\$ _____) during the term of this Agreement, subject to price adjustments as specified herein.
 - a. Monthly invoices shall indicate the base monthly portions of the Contract amount due under the Agreement for maintenance services.
 - b. Any state or local tax charges, which may be applicable, are not included in the monthly fee indicated and shall be itemized on the monthly billing invoice statement accordingly.
 - c. Extraordinary work and/or other work, as approved by the Owners Representative, shall be invoiced separately upon completion and acceptance of the work or other services performed.
 3. In order to prevent any lapse in service coverage, this Agreement shall automatically renew on a month-to-month basis upon expiration of the initial Contract period. All terms, conditions and provisions shall remain intact. Either party may provide 30-day written notice to cancel the contract during the month to month period.

1.25 NON-PAYMENT

- A. The Owners Representative may have the Contractor's work and systems' performance operations checked monthly to ensure the Contractor is performing in accordance with this Contract. If the work requirements are not maintained, the Owners Representative will retain the monthly payment to the Contractor until the Consultant verifies that the work and/or operating performance is back to standard. If three (3) consecutive months of substandard maintenance is noted, the Owner has the right to immediately cancel the Contract without notice to the Contractor.
- B. The Consultant, Owners Representative may withhold approval for payment on any request to such extent as may be necessary to protect the Owner from loss on account of:
1. Negligence on the part of the Contractor to execute the work properly or failure to perform any provisions of the Contract. The Owner, after three (3) days written notice and/or email

to the Contractor, may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost of remedy from the maintenance Contract.

2. Claims filed or reasonable evidence indicating probable filing of claims due to the Contractor's failure to perform.
3. Failure of Contractor to make payments properly to subcontractors for material and labor used to fulfill contractual requirements.
4. Damage to the building and/or equipment as a result of work performed or another subcontractor's failure to perform.

1.26 ERRORS AND OMISSIONS

- A. Contractor shall notify the Owners Representative and Consultant in writing regarding any necessary services, coverage or items which may have been omitted from the maintenance Contract specifications and any irregularities, discrepancies or duplications that could affect the full comprehensive intent of the Agreement.
 1. Any duplication of work or coverage is specified as a means of demonstrating the contract requirements, but such duplication if any, is not intended to expand coverage or increase requirements for such work or services and such duplication shall not increase costs or provide justification for extra or additional charge to the Owners Representative.

1.27 LABOR LAWS

- A. The Contractor performing work under this contract shall comply with applicable provisions of all federal, state, and local labor laws.

1.28 BACKGROUND CHECKS

- A. The Contractor agrees to submit to background checks, as required by the Owner, for any of their employees who are assigned to work on this project, or in the building, at any time at the Owner's expense

1.29 ASSIGNMENTS

- A. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Elevator Contractor assign any payment due them or to become due to them hereunder without the previous written consent of the Owner.

1.30 FORCE MAJEURE

- A. Neither party shall be liable by reason of any failure or delay in the performance of its obligations due to strikes, lockouts, riots, fires, explosions, acts of God, war, governmental action or any other cause which is beyond the reasonable control of such parties. The performance of such

party shall be excused for such reasonable time as may be required to resume performance following cessation of such cause.

1.31 CONTRACTOR'S LICENSE

- A. If required by law, Contractor certifies that it is licensed in the state, municipality, and/or local jurisdiction where the property is located to perform the elevator maintenance services pursuant to this Agreement, and that the license will be maintained current and valid for the Initial Term and any renewal term of this Agreement.

1.32 WAIVER

- A. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies and rights of the parties contained in this Agreement shall be cumulative.

1.33 ATTORNEYS' FEES

- A. In the event litigation be commenced by either party hereto against the other in connection with the enforcement of any provision of this Agreement, the losing party shall pay all court costs and shall pay to the prevailing party all expenses incurred by the prevailing party in litigation, including attorneys' fees in a reasonable amount to be determined by the court. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

1.34 LIMITATION OF LIABILITY

- A. It is expressly understood and agreed by the Parties that Owners Representative, its parent, subsidiaries and/or affiliates shall not be liable or responsible in any way for any loss of or damage or injury to any equipment as referred to in this Agreement or other personal property belonging to Contractor or any personnel of Contractor while in any area of the building; nor shall Owners Representative, its parent, subsidiaries and/or affiliates be liable for any injury suffered by any personnel of Contractor while on or in the Owner's property. Personnel of Contractor shall make all necessary arrangements for the safety and security of such equipment and other personal property at all times.

1.35 AGREEMENT DESIGN

- A. It is agreed that this Agreement and any attachment and/or exhibits are contractual in nature and voluntarily entered into by both Parties as their free act and deed, acting in their individual judgment without reliance upon any statement or representation of the other party. This Agreement, any attachments and exhibits constitute the entire understanding, oral or written, between the Parties, and supersedes any and all prior discussions and/or agreement between the

Parties. The parties agree that any alteration to any exhibits, attachments or addenda noted therein or herein, and attached hereto shall be null and void, unless made in writing by mutual agreement of Customer and Contractor. The Parties agree to execute whatever additional documents are deemed reasonably necessary to effectuate this transaction.

- B. Both parties have participated in the preparation of this Agreement and have been afforded the opportunity to have this Agreement reviewed by legal counsel and/or other consultants of their choice. It is agreed that the normal rule of construction against the drafter shall not apply to the provisions of this Agreement.

1.36 SEVERABILITY AND REFORMATION

- A. This Agreement is binding upon the Parties, their respective successors, assigns and legal representatives. If a Court, having competent jurisdiction, determines that one or more of the provisions is invalid or unenforceable, the Court will have the right to modify same to the minimum extent necessary to make it valid and enforceable, with the rest of this Agreement remaining unaffected by such conclusion or reformation.

1.37 SURVIVABILITY

- A. The parties agree that it would cause an undetermined amount of damages to the other party if either fails to comply with any terms and conditions governing the handling of each other's confidential and proprietary information, or the representations, warranties and indemnifications agreed to under this Agreement and/or hereunder, all of which shall survive any early termination or expiration of this Agreement, and shall remain in full force and effect for the later of a period of one (1) year from the date of termination or expiration of this Agreement, or the date the information is returned to whoever disclosed such information, after the date of termination or expiration of this Agreement.

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 ONE (1) hours per month, per unit on site that is to be dedicated to routine preventive maintenance. Owners Representative 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. If for any reason the Owners Representative 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. 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 to ensure they may be operated safely in accordance with performance standards and other criteria specified in this agreement 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.
- 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, hangers, 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 reversing devices, and power door operators.
- f. Electromechanical safety interlock assemblies, related operating mechanisms, clutch, 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, cab steadiers, cab isolation pads, 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 and electrical switches.
 - d. Car fans, blowers, and cab ventilation systems.
3. 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, transducers, 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 firefighters' service monthly and Emergency evacuation systems annually.
 - f. Verify operation of battery lowering and/or battery rescue devices semi-annually and replace batteries when required.
4. 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. Corridor entrance top track and hanger rollers, toe guards, fascia, dust covers, sills, stops, bumpers, eccentrics, retainers, and bottom guides.
 - c. 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.
 - d. Pit safety switches, access ladders, light switches, lighting assemblies, bulbs, and guards.
 - e. Hoistway signage.
5. Operating and signal fixtures with electrical wiring
- a. Car operating panels, push buttons, stop switches, audible signals, engraved signage, 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, ventilation equipment, 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.
- 6. Hydraulic systems' components, including but not limited to, tanks, valves, pump, cylinder head, above ground piping, hoses, fittings, gauges, seals, O-Rings, filters, screens, packings, belts, recovery devices overflow devices, battery lowering devices or other emergency operating and signal systems, above grade cylinder and plunger assemblies complete, mufflers, rupture valves, scavenger pump systems, heaters and shut-off valves.
 - 7. Inspect all lighting associated with the vertical transportation systems, including, but not limited to pit lights, equipment room lights, hoistway 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. Relamp as needed.
 - 8. Component Exclusions:
 - a. The following vertical transportation system components are excluded for normal wear and tear repairs or replacements:
 - b. Car enclosures (including removable panels, suspended ceilings, lighting fixtures (lamps are included), light diffusers, floor coverings, entrance thresholds, trim and car panel doors). Hoistway enclosures, entrance frames and door panels.
 - c. Below grade hydraulic cylinders and buried piping.
 - d. Machine room power disconnect switches together with fuses, power wiring located before the means of primary disconnect, power fuses or circuit breakers located in the primary means of disconnect, elevator machine/control room general lighting and ventilation. Cab, Pit and shaftway lighting fixtures and wiring (lamps are included). Support structures for machine beams or other apparatus normally provided by others and not subject to preventative maintenance procedures by the Elevator Contractor, machine/control room or other equipment access doors with associated locks, closers, and labeling.

NOTE: Any items not specifically excluded will be covered under this agreement.

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) and pit area(s). Prior to each annual anniversary date of this Agreement, Contractor shall thoroughly clean down the entire hoistway of all accumulated dirt, grease, dust and debris 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. The machine/control room floor will be painted when both parties determine that the floor is in poor condition. The

machine/control room floor shall be painted annually, 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. 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 and inspections and tests as required by the AHJ. Costs for third party inspections and tests shall be included in the total fee.
 3. Payment of all relative certificate of operation fees per the AHJ shall be by the Owner.
 4. 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.
 5. 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.
 - a. Proposals shall indicate the material and labor costs in addition to anticipated time of completion from approval of proposal(s) by Owner.
 6. Provide independent testing of Fire Emergency Operating Systems and/or Emergency Power System tests in accordance with local law requirements and ASME A17.1 standards.
 7. 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.
 8. Contractor shall conduct tests and maintain records of ASME code-required safety tests, monthly record of fireman's service operation per A17.1-8.6.1.4.1, telephone/intercom tests, and emergency power tests on site.
 9. Contractor shall maintain monthly oil consumption records on site in accordance with the ASME A17.1 Safety Code and as required by the AHJ hydraulic elevators only.
- B. The Contractor shall conduct testing procedures in accordance with the applicable ASME A17.1 standards at intervals specified or provided in ASME A17.1 , and per local code requirements in place at commencement of Contract, 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 Owners Representative within ten (10) working days of the date the test procedure was completed. Any fines incurred for failure to complete required testing, complete testing per mandated schedules, or for filing irregularities will be paid by the Contractor.

1. Annual Hydraulic Elevator Safety Test

- a. Contractor shall perform an Annual Hydraulic Elevator Safety Test conforming to the requirements contained in ASME A17.1 Category 1, Inspection and Test Requirements on all Hydraulic Elevators covered by this Contract, and as required by the AHJ.

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 Owners Representative 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 Owners 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 not covered under this Agreement 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 not covered under this Agreement shall be proposed for corrective actions and re-inspection within forty-eight (48) hours of recording the deficiency. The

Owners Representative 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 not covered under this Agreement shall 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 Owners Representative 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 emergency callback service which consists of promptly dispatching qualified employees in response to requests from the Owners 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 Owners Representative as to the reason why and provide supplemental information regarding the restoration of services.
 1. Callback service in response to passenger entrapments shall be provided within one-half (½) hour during regular working hours and within one (1) hour during overtime periods.
 2. Callback services for out-of-service units that have been secured by the Owners Representative shall be provided within one (1) hour during regular working hours.
 3. Callback services for out-of-service units that have been secured by the Owners Representative shall be provided within three (3) hours at all other times not specified above in "1" or "2."
 4. Callback 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.

- C. When conditions warrant, in the opinion of the Owners Representative, the Contractor shall provide the necessary labor and/or materials, at no additional cost, to assist the Owners Representative 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 vertical 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. Contractors 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, use or 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 SECURITY

- A. Contractor and Contractor's personnel shall comply with all security regulations and requirements of Owner and Owner's tenants.
- B. Contractor and Contractor's personnel shall submit to security background checks as required.

2.10 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.
 - 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 is custom makeable, 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.

2.11 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, 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/control room or other power supplies in hoistways.
 - 2. Maintenance of pit, hoistway, and machine/control room lighting to include re-lamping, wiring, and switch controls.
 - 3. Mandated inspections and relative labor requirements for third party examinations and/or test procedures as approved by the **Owners Representative.**
- 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/control room / space, and 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 manufacturers (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) foot pounds. 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% of the contract speed on traction equipment and 10% on hydraulic equipment.
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.
4. Door Operating Times:

<u>DOOR TYPE</u>	<u>OPENING</u>	<u>CLOSE</u>
36" side opening	1.9 – 2.3 sec.	3.8 – 4.5 sec.
42" side opening	2.2 – 2.6 sec.	4.5 – 5.3 sec.
Door dwell time for hall calls:	4.0 sec with Advance lantern signals	
Door dwell time for hall calls:	5.0 sec without Advance lantern signals	
Door dwell time for car calls:	3.0 seconds	
Reduced non-interference dwell time:	1.0 seconds.	

B. Maintain the following ride quality requirements for the passenger elevators:

1. Vertical accelerations shall not exceed 14 milli-g
 - a. The accelerometer used for this testing shall be capable of measuring and recording acceleration to nearest 0.01 m/s² (1 milli-g) in the range of 0-2 m/s² over a frequency range from 0-80 Hz with ISO 8041 filter weights applied. Accelerometer should provide contact with the floor similar to foot pressure, 60 kPA (8.7psi).
2. Amplitude of acceleration and deceleration shall not exceed 4.0 ft/sec².
3. A sustained jerk shall not be more than twice the acceleration.
4. The rate of change in the acceleration/deceleration rate shall not be greater than 8.0 ft/sec³.

3.2 PARTS INVENTORY, WIRING DIAGRAMS AND MATERIALS

- A. The Contractor shall prepare and submit to the Owners Representative, a complete spare parts listing. In order to make replacement and repairs as expeditiously as possible, such spare parts shall be stored in Contractor supplied cabinets at the job site. Include components for:
1. Door operating systems, self-closing devices.
 2. Door safety systems including door reversal devices and interlocks.
 3. Controller and selector parts, positioning systems/leveling heads, power drive apparatus/circuit boards, system software/programming.
 4. Selector tapes (stationary and/or moving) and related apparatus.
 5. Pump drive "V" belts, strainers, jack head seals.
 6. Car guides. (Complete assemblies)
 7. Standard push buttons, lamps, and related equipment for signal fixtures.
 8. Seals and packings.
- B. Basic materials, parts and equipment described above for extra cost maintenance or repair procedures and minor callback service repairs shall be stocked within the confines of the building in areas designated and assigned by the Owners Representative.
- C. Additional parts or other equipment required for maintenance and repair of the systems may be stored at the Contractor's facilities with the understanding that delivery of same for emergency procedures must be made within four (4) hours to the job site. Other materials and equipment normally not stocked by the Contractor locally must be available within twenty-four (24) hours for delivery to the job site from remote facilities and/or Supplier Contractor's responsible to the Contractor for stocking the materials or equipment. Once materials/part/s are on site (and not considered a major repair requiring 2 men) the Contractor shall have personnel installing components within 24 hours of receiving material. For major repairs, requiring a 2-man crew, the Contractor must contact the Owner immediately and get authorization for additional time, if needed, but be completed within no more than 5 business days.
- D. If the requirements for stockage of parts as defined herein are not met on any item, the Contractor shall immediately notify the Owners Representative in writing as to the circumstances and provide a confirmed delivery date for the required materials and equipment.
- E. Spare parts and materials for preventative maintenance on site shall be cataloged and inventoried. Such parts may be used by the Contractor for duties specified herein and replaced at the Contractor's cost when such materials are covered under the terms of this Contract.

3.3 MATERIALS AND WORKMANSHIP

- A. All materials and parts are to be new and of the best quality available. 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.

3.4 EQUAL OPPORTUNITY

A. The Contractor shall maintain policies of employment as follows:

1. The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of actual or perceived race, creed, color, religion, national origin, ancestry, alienage or citizenship status, age, disability or handicap, sex marital status, familial status, veteran status, sexual orientation, arrest record or any other characteristic protected by applicable federal, state and local laws. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their actual or perceived race, creed, color, religion, national origin, ancestry, alienage or citizenship status, age, disability or handicap, sex marital status, familial status, veteran status, sexual orientation, arrest record or any other characteristic protected by applicable federal, state and local laws. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
2. The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to actual or perceived race, creed, color, religion, national origin, ancestry, alienage or citizenship status, age, disability or handicap, sex marital status, familial status, veteran status, sexual orientation, arrest record or any other characteristic protected by applicable federal, state, and local laws.

B. EEO EMPLOYMENT PRACTICES AND COMPLIANCE

1. The parties hereto agree to voluntarily comply with the basic tenants of the Equal Employment Opportunity Requirements of Executive Order 11246, as amended by Executive Order 11375, Title VII of the Civil Rights Restoration Act of 1964, as amended, applicable state Fair Employment Practices Acts, and any other federal or state laws pertaining to equal employment opportunity, and that they will not discriminate against any employee or applicant for employment on the basis of actual or perceived race, creed, color, religion, national origin, ancestry, alienage or citizenship status, age, disability or handicap, sex marital status, familial status, veteran status, sexual orientation, arrest record or any other characteristic protected by applicable federal, state and local laws in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination. In addition, Contractor agrees to indemnify and hold harmless Owner, its parent, affiliates, employees, agents, representatives, and any of its or their officers, directors, employees, agents, successors, or assigns, harmless from all loss, cost or expense, including reasonable attorneys' fees for any violation by Contractor, its employees, agents, representatives, or assigns of the rules and regulations set forth and enforced by the Immigration and Naturalization Services pursuant to the Immigration and Nationality Act,

as well as the Illegal Immigration Reform and Immigrant Responsibility Act which obligation to indemnify shall survive the expiration or termination of this Agreement.

2. Contractor agrees to maintain comprehensive records of all services performed under this Agreement. These records will be available for inspection by **Owners Representative** at any time during regular business hours and upon forty-eight (48) hours written notice.

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.

3.6 REPRESENTATION

- A. Contractor represents that it will (i) perform elevator maintenance services under this Agreement in accordance with acceptable industry professional and ethical standards, (ii) not proceed with performance of various aspects of the Services, unless pre-authorized ("Pre-approved Services") by the Owners Representative at the property, (iii) conduct any handling of Owners Representative Confidential Information in accordance with acceptable industry professional and ethical standards, (iv) not represent to any third party that it has authority to sign, endorse or represent a contractual relationship with or in Owners Representative name, or enter into any agreement on behalf of Owners Representative in connection herewith (unless expressly pre-authorized in writing by Owners Representative), (v) safeguard the physical security of Owners Representative Confidential Information if it has access to or possession of such information, (vi) ensure that only "Authorized Representatives" of this Agreement, will have access to any of Owners Representative Confidential Information while rendering the Services, and that it will not be copied, or disseminated to anyone other than the Owners Representative, and (vii) ensure that all of its employees, representatives, agents or assigns will not solicit any of Owners Representative employees for any purpose. The Parties agree that any alteration to any of the Addenda, Riders, or Exhibits hereto shall be null and void, unless made in writing by mutual consent of the Parties. The obligations of Contractor set forth herein shall remain in full force and effect for the later of a period of one (1) year from the date of termination or expiration of this Agreement, or the date the Confidential Information is returned to whomever disclosed such information, after the date of termination or expiration of this Agreement.

3.7 VIOLATIONS

- A. In the event that a summons or notification of violation or other process is issued to Owners Representative 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.

3.8 CHANGES IN SCOPE

- A. The Owners 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 Owners Representative and Contractor fail to agree upon the adjustment to be made, the Owners Representative reserves the right to solicit bids from other vendors for the performance of the additional work.

- B. When the Owners 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 Owners Representative 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 Owners Representative 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.

In witness whereof, the parties hereto have executed this Agreement on the day and year written below.

CONTRACTOR _____

BY _____

TITLE _____

Owners Representative _____

BY _____

TITLE _____

DATE: This _____ day of _____ 20 _____

WITNESS _____

Exhibit "A" attached and made a part of this Agreement.

Exhibit "B" attached and made a part of this Agreement.

EXHIBIT "A"

SCHEDULE OF INITIAL BASE HOURLY RATES FOR CONTRACTOR'S PERSONNEL

VDA No. 65766	Contractors Hourly Base Cost including Fringe Benefits	Overhead and Profit Percentage	Straight Time Rate Hourly Selling Price	Premium Time Rate	*1.5 or 1.7 Hourly Selling Price (Specify)	**Double Time Rate Hourly Selling Price
Maintenance Mechanic						
Repair Mechanic						
Modernization Mechanic						
Helper						
Foreman/Adjuster						
Other						

*Hours and Days of the Week that the Rate applies: _____

**Hours and Days of the Week that the Rate applies: _____

EXHIBIT "B"

CONTRACTOR'S SCHEDULE OF UNIT PRICES

TYPE OF UNIT	BUILDING ELEVATOR (DESIGNATION)	(1) MONTHLY MAINTENANCE CHARGE EACH	(2) NUMBER OF UNITS	TOTAL MONTHLY PRICE (1) x (2)	TOTAL ANNUAL PRICE (1) x (2) x 12 MONTHS
HYD	ATRIUM ELEV.		1		
HYD	JOHNSON ELEV		1		
TOTAL MONTHLY PRICE FOR () UNITS				\$	
TOTAL FIRST YEAR ANNUAL PRICE FOR () UNITS				\$	

Exhibit B
Sample Contract

SAMPLE

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) is entered into this 6th day of September, 2022 (the “Effective Date”) by and between the Leon County Research and Development Authority, a public Authority created pursuant to Chapter 159, Part V, Florida Statutes, having its principal place of business in Tallahassee, Florida (the “Authority”), and _____, Inc. a _____ corporation having its principal place of business _____ (the “Contractor”).

WHEREAS, the Authority issued RFP Number 22-03 Elevator Modernization on July 22, 2022 and is incorporated by reference herein, and;

WHEREAS, Contractor submitted to the Authority a proposal in response to RFP Number 22-03 dated August 23, 2022, and its representations and promises incorporated by reference herein and binding upon the Contractor, and;

WHEREAS, the Authority wishes to allow for the Contractor to provide Elevator Modernization independent of the Authority, and the Contractor desires to provide such services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Contractor hereby agree as follows:

1. SERVICES. The Authority hereby allows the Contractor to provide the services described in Exhibit “A” attached hereto and made a part hereof (the “Services”), upon the terms and subject to the conditions of this Agreement.
2. TERM. The Agreement shall commence upon the Effective Date and terminate upon completion of the Services by Contractor, unless terminated in accordance with the provisions of paragraphs 8 or 9.
3. RESERVED.
4. COMPENSATION. The amount of compensation payable by the Authority to Contractor shall be based on the rates and schedules described in Exhibit “B” attached hereto and made a part hereof. Unless otherwise specifically provided in Exhibit “B”, payment shall be made within thirty (30) days after receipt of Contractor’s invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the Authority require one to be performed.
5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. Contractor shall, in its performance of this Agreement, comply fully with all federal, state, county and other municipal laws and regulations, as they may be amended from time to time.
6. INDEMNIFICATION. Contractor shall indemnify, defend and hold harmless the Authority, its partners, officers, directors, shareholders, employees and agents (collectively referred to as “Indemnities”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively

referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from or in connection with (i) the performance or non-performance of the Services contemplated by this Agreement which is or is alleged to be directly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Contractor or its employees, agents or subcontractors (collectively referred to as “Contractor”) or (ii) the failure of the Contractor to comply with any of the paragraphs herein or the failure of the Contractor to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Contractor expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its subcontractors, as provided above, for which the Contractor’s liability to such employee or former employee would otherwise be limited to payments under state Workers’ Compensation or similar laws. The indemnity set forth herein shall be in addition to those indemnities otherwise provided by law.

7. INSURANCE. Contractor shall, at all times during the term hereof, maintain the insurance coverages as set forth in Exhibit “C” attached hereto and made a part hereof.

8. CANCELLATION OR DEFAULT. In the event the Contractor’s performance is deficient, the Authority shall notify the Contractor in writing of the deficiencies and the Contractor shall have ten (10) days to correct such deficiencies. Should the Contractor fail to take appropriate action (acceptable to the Authority in its sole discretion) to correct such deficiencies, the Authority, in addition to all remedies available to it by law, may immediately upon written notice to Contractor by U.S. Mail terminate this Agreement whereupon all payments, advances or other compensation paid by Authority to the Contractor while Contractor was in default shall be immediately returned to the Authority. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligation accruing prior to the effective date of termination.

9. AUTHORITY’S RIGHT TO TERMINATE. The Authority shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Contractor at least thirty (30) days prior to the effective date of such termination. In such event, the Authority shall pay to Contractor compensation for Services rendered and expenses incurred prior to the effective date of termination. In no event shall the Authority be liable to Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

10. TERMINATION OF PARTICULAR LOCATIONS. The Authority reserves the right to terminate at will, any particular location(s). Should it become necessary to add new locations to the Agreement, a new Agreement amount shall be negotiated to include such new location(s) and shall coincide with the existing Agreement terms. Should the Authority and Contractor fail to agree upon an amount to be charged for new location, the Authority reserves the right to award such location(s) as it deems necessary.

11. STRIKES OR LOCKOUTS. In the event the Contractor should become involved in a labor dispute, strike or lockout, it shall be required to make whatever arrangements that may be necessary to ensure that the conditions of the Contract are met in their entirety. Should the Contractor be unable to fulfill the Contract requirements, the Authority reserves the right to make

alternative arrangements to ensure the satisfactory completion of work Contractor is unable to perform. Any costs, provided those costs would have been covered under this Agreement, incurred by the Authority as a result of such job action shall be the responsibility of the Contractor.

Under no circumstances, shall either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, labor disputes, fires, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, malicious mischief or act of God. However, in connection with any causes, if the Contractor has a duty to take certain actions, it shall be responsible for the losses caused by the Contractor's negligent acts or omissions.

Under no circumstances, shall either party be liable for special, indirect or consequential damages of any kind including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise, notwithstanding any indemnity provision to the contrary.

12. NOTICES. All notices or other communications required under this Agreement shall be in writing and shall be given by hand delivery, by U.S. Mail, or by recognized overnight courier at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or if by mail, on the fifth day after being posted or the date of actual delivery, whichever is earlier, or if by courier, on the date of receipt.

To Authority:

Leon County Research and Development Authority
Attention: Executive Director
2051 E. Paul Dirac Drive, Suite 100
Tallahassee, FL 32303
Email: rmiller@inn-park.com

To Contractor:

[Contractor Info]

13. MISCELLANEOUS

- a. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue for all purposes shall be Leon County, Florida.
- b. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of the provisions of this Agreement.
- c. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- d. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision,

paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

- e. The filing of any petitions in bankruptcy whether voluntary or involuntary on the part of Contractor, shall give Authority the right to terminate this Agreement.
- f. No amendment, change, or modification of this Agreement shall be valid or binding upon the parties unless same shall be in writing and signed by the parties.
- g. This agreement, including all attachments and exhibits thereto, constitutes the full agreement of the parties and there are no further or other agreements, statements or warranties, whether written or oral, relied upon or in between them relating to the subject matter hereof, except as expressly herein stated. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.
- h. This Agreement shall not be assigned by Contractor, in whole or in part, without the prior written consent of the Authority, which may be withheld or conditioned, in the Authority's sole discretion, and any such purported assignment in breach of this Agreement shall be null and void. The Authority reserves the right to assign this Agreement without first obtaining the consent of Contractor.
- i. The prevailing party in any action or proceeding to enforce this Agreement or for damages or declaratory relief in connection herewith shall be entitled to recover its reasonable costs and expenses, including attorney's fees, and costs through litigation, all appeals and any bankruptcy proceedings. Authority's liability to pay such costs and expenses shall be limited to the extent provided in Section 768.28 Florida Statutes, as may be amended from time to time. Nothing herein shall be construed to be a waiver of Authority's sovereign immunity.
- j. Contractor shall be an independent contractor and not an employee, partner or joint venture of Authority under this Agreement. Contractor shall be responsible for all income taxes, social security taxes, self-employment taxes and any other taxes to which Contractor or Authority may be subject to as a result of this Agreement or Contractor's performance hereunder.
- k. Contractor shall comply with all Authority rules and regulations, as they may be amended from time to time, governing access to and conduct on the property.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

THE CONTRACTOR

[Contractor Name]

_____ Corporation

By: _____

Name:

Title:

THE AUTHORITY

Leon County Research and Development Authority,
a public Authority created pursuant to Chapter 159, Part V, Florida Statutes

By: _____

Name: Ronald J. Miller, Jr.

Title: Executive Director

SAMPLE

EXHIBIT A

**Leon County R&D Authority
Elevator Modernization
Scope of Services**

This Exhibit will include Exhibit A to the RFP.

[THE REMAINDER OF THIS PAGE INTENTIONAL LEFT BLANK]

SAMPLE

EXHIBIT B COMPENSATION

The Contractor shall be paid a fixed fee upon completion of each phase based upon the scope of work outlined Exhibit A to the Agreement contained herein.

Phases:

25% for equipment submittals

25% at equipment delivery

25% at completion of first elevator

25% at completion of second elevator

5% of each phase payment will be retained until 30 days from final completion and upon resolution of any issues to the reasonable satisfaction of the Authority.

This Exhibit will include Attachment 2 to RFP 22-03

The above unit prices listed in the Price Schedule shall include all labor, materials, removal, overhead, profit, insurance, and any other cost necessary to cover the finished work of the several kinds called for.

EXHIBIT C INSURANCE

- a. **CONTRACTOR'S INSURANCE.** Contractor shall, at its sole cost, maintain limits no less than the following throughout the Term:
- i. **General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with a \$2,000,000 annual aggregate. Contractor's insurance shall include Authority as an additional insured as provided herein below.
 - ii. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage for non-owned, hired automobile. Contractor's insurance shall include Authority as an additional insured as provided herein below. The requirements of this provision may be waived upon submission by Contractor of a written statement that no automobiles are used to conduct business.
 - iii. **Worker's Compensation and Employers Liability:** Insurance covering all employees meeting statutory requirements in compliance with the applicable state and federal laws.
- b. **AMENDED INSURANCE REQUIREMENTS.** Authority reserves the right to reasonably amend the insurance requirements to standards reasonable and customary for the size and type of business being conducted by Contractor by the issuance of a notice in writing to Contractor. The Contractor shall provide any other insurance or security reasonably required by Authority.
- c. **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles or self-insured retentions applicable to any of Contractor's policies required above shall be declared to and approved by Authority. Thereafter, at the request of Authority, Contractor shall cause its insurer to reduce or eliminate such deductibles or self-insured retentions as they may apply to Authority, its agents, officers, officials, employees and volunteers or, in lieu of such reductions or eliminations, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
- d. **AUTHORITY AS ADDITIONAL INSURED.** Authority, its agents, officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all of Contractor's insurance policies, other than workers' compensation policies, that include coverage for the following:
- i. liability arising from, or in connection with, activities performed by, or on behalf of, Contractor;
 - ii. products and completed operations of Contractor;
 - iii. premises owned, occupied, or used by Contractor; or
 - iv. automobiles owned, leased, hired, or borrowed by Contractor.
- e. **CONTRACTOR'S INSURANCE AS PRIMARY.** With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance

by Contractor, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Authority, its agents, officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by Authority, its agents, officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. In such instances when Contractor's insurance coverage is primary, Contractor hereby waives all rights of subrogation against Authority with respect to losses payable under such insurance coverage.

- f. **CERTIFICATES OF INSURANCE.** Contractor shall furnish Authority with certificates of insurance and with any original endorsements evidencing the coverages described above. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Authority prior to the commencement of Contractor's services under this Agreement. Authority reserves the right to require complete, certified copies of all Contractor's required insurance policies at any time. Each of Contractor's required insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Authority. All of Contractor's required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida.
- g. **OTHER ENDORSEMENTS REQUIREMENTS FOR CONTRACTOR'S INSURANCE.** Each of Contractor's required insurance policies shall contain endorsements for, or otherwise provide, the following:
- i. that any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Authority, its agents, officers, officials, employees, or volunteers;
 - ii. that, to the extent of insurer's limits of liability, Contractor's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought; and
 - iii. that the companies issuing the insurance policy(ies) shall have no recourse against Authority for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of Contractor.