

REQUEST FOR QUOTE
For
Elevator Preventative Maintenance

PIKES PEAK LIBRARY DISTRICT
Colorado Springs, CO

PPLD RFQ # 490-18-05

The Pikes Peak Library District (PPLD) invites qualified contractors (The Company or Contractor), with the qualifications as stated herein, and are licensed in the State of Colorado, to submit a response to a Request for Proposal for Elevator Preventative Maintenance located at multiple branches across the district.

Proposal deadline is **12:00 pm on November 21, 2018**

I. Terms & Conditions**A. General Terms and Conditions**

1. **Purpose:** This RFQ is seeking proposals from qualified, licensed contractors to submit a response to a RFQ for elevator preventative maintenance service at:
 - a. Library 21c- 1175 Chapel Hills Drive, Colorado Springs, CO 80920
 - b. Penrose Library- 20 N. Cascade Ave, Colorado Springs, CO 80903
 - c. East Library- 5550 N. Union Blvd, Colorado Springs, CO 80918
 - d. Old Colorado City Library- 2218 W. Pikes Peak Ave, Colorado Springs, CO 80904

2. **Interested Parties:** All interested companies/firms are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein. An electronic version of this document can be accessed at:

<https://ppld.org/request-for-proposals>

3. **Sole Point of Contact:** Questions and requests for clarifications regarding this RFQ must be addressed to **Gary Syling, Chief Facilities Management Officer at Pikes Peak Library District** via email at gsyling@ppld.org. Please provide the RFQ number, title, and the words "question" and/or "clarification" in the subject area of the email. Questions and requests without this subject identification may be considered routine emails and may not get properly addressed.

All questions and answers, and/or requests for clarification will be published via an addendum to the RFQ per the RFQ Schedule below. Any responses by PPLD that are considered to be a change in the terms, conditions, and specifications of this RFQ will be via published addendum. No communications of any kind may be considered a change to the terms, conditions, and specifications in this RFQ unless received by the proposers via formal published addenda. Published addenda will be available at:

<https://ppld.org/request-for-proposals>

Gary Syling, PPLD Chief Facilities Management Officer, is considered the sole point of contact with regard to this RFQ. No communication from any other source shall be considered by the proposer(s) as valid information with regard to these terms, conditions, and specifications.

4. **Tax Exemption:** PPLD, as a local government entity, is exempt from sales and use taxes. Bidders shall inform and suppliers from whom they expect to obtain services or supplies of the tax-exempt status of PPLD. Following the contract award, an exemption certificate will be furnished by PPLD if the contractor requests.
5. **Expenses:** The PPLD assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.
6. **Conflict of Interest:** Any contractual relationship with any PPLD personnel in the twelve (12) months preceding the distribution of this RFQ, or any similar or potential conflicts of interest, may, at the sole discretion of the PPLD, be grounds for rejection of the proposal and/or termination of any contract awarded.
7. **Non-Discrimination:** The Contractor agrees not to refuse to hire, discharge, promote, or demote, nor to discriminate in matters of compensation against any

person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

8. **Governing Law:** The laws of the State of Colorado shall govern any contract executed between the successful proposer and PPLD. Further, the place of performance and transaction of business shall be deemed to be in the County of El Paso, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, El Paso County, Colorado.

9. **RFQ Schedule:**

RFQ Let	Wednesday, October 24, 2018
PreBid Survey	October 25-November 13, 2018
Deadline for final questions	Wednesday, November 14, 2018
Questions/Answers published	Friday, November 16, 2018
Proposals due	12:00 p.m., Wednesday, November 21, 2018
Award Notification.....	on or about Wednesday, November 28, 2018

10. **Exceptions and Deviations:** Any exception to or deviations from these Terms & Conditions must be identified, in writing, on an attachment to the proposal submission. PPLD Reserves the right to accept or reject, at its sole discretion, any exceptions or deviations by the proposer.

B. Proposal Preparation:

1. **Site Tours:** A prebid survey can be arranged by contacting Gary Syling at 719-884-9800 ext 6803 or gsyling@ppld.org.
2. **Substantive proposals:** By submitting a proposal, the proposer guarantees that (a) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) it has not solicited or induced any other person, firm, or corporation from proposing; and (d) it has not sought by collusion to obtain for itself any advantage over any other proposer or over PPLD.
3. **Subcontracting:** The contractor shall be responsible for the performance of all of its sub-contractors, sub-sub-contractors and consultants. The use of specific sub-contractors and consultants is subject to the approval of PPLD. The contractor is responsible for ensuring that all sub-contractors and consultants comply with all the terms of the contractor’s contract with PPLD.
4. **Insurance Requirements:** The successful proposer shall have the following insurance coverage. Proposers shall submit in their proposals, ACORD certificates and/or other proof of the insurances:
 - a. Worker’s Compensation in compliance with the requirement of the State of Colorado,
 - b. Liability Insurance:

• General Liability	\$1,000,000
• Automobile Liability	\$1,000,000
• Excess (umbrella) Liability	\$1,000,000
• Per Truck	\$ 100,000
• Per Occurrence	\$ 200,000
 - c. Fidelity Bond coverage for all Contractor employees and contractors assigned to this engagement.

5. **Indemnification:** The proposer agrees to, and shall, defend, release, and indemnify, and save and hold harmless PPLD, its officer, agents, and employees from and against any and all damages to property or injuries to or death of any person or persons, including property and officers, employees, and agents of PPLD, and further agrees to, and shall, defend, indemnify, and save and hold harmless PPLD, its officers, agents, and employees, from and against any and all claims, costs, demands, liabilities, suits, actions, causes of action, and other legal or equitable proceedings of any kind or nature whatsoever, of or by anyone whomsoever, including, but not limited to claims arising out of and/or predicated upon negligence, breach of contract, tort, or strict liability, in any way resulting from, connected with, or arising out of the contractor's operations or performance in connection herewith, including operations or performance of subcontractors and suppliers and acts or omissions of officers, employees, or agents of the contractor or its subcontractors or suppliers.
6. **Continuity:** By submitting a proposal the proposer guarantees that the key team members will remain assigned to PPLD's project for its duration. Exceptions must be approved in advance by PPLD.
7. **Proposal Submissions:** The proposal must be comprehensive and address all elements requested on the form provided as part of the Contract Documents, site conditions, General Conditions, Supplementary and Special Conditions and any other documents issue in connection with this project. All blank spaces and questions on the quotation form must be completed and/or responded to. Failure to comply will constitute a non-responsive submittal. To assure that the information provided can be readily identified, the proposal must include, but not limited, to the submission of the following signed documents:
 - a. Addendum A- PROPOSAL COVER SHEET
 - b. Addendum B- CHECKLIST, QUESTIONNAIRE, AND PRICING
 - c. Addendum C- IMMIGRATION CLAUSE FOR CONTRACTS
8. **Signatures:** The proposal must be signed by an officer of the proposing company.
9. **Substitution:** If Contractor desires to furnish items different from specified, Contractor shall submit substitution as an alternate quotation. Contractor shall supply Gary Syling with information in regard to proposed substitution of components or materials. Gary Syling and Consultant shall decide whether that Contractor's substitution is equivalent to that specified. Deviation from requirements of Contract Documents shall be stated in writing, in Contractor's transmittal letter submitted with quotation.
10. **Withdrawal of Proposal:** A Proposer may withdraw its own proposal at any time prior to the proposal due date and time as identified herein. After that date and time, no proposal may withdraw its proposal for any reason. All proposals shall be valid for a period not less than 90 calendar days after the proposal due date.
11. **Proposal Submissions:** A total of three (3) hard copies and a thumb-drive containing an electronic copy of your proposal must be submitted to the attention of:

Michael Varnet, PPLD Chief Financial Officer, at the east entry Information Desk at Library 21c, located at 1175 Chapel Hills Drive, Colorado Springs, Colorado 80920.

The deadline (firm) is Wednesday, November 21, 2018, no later than 12 p.m. local time. Proposals delivered after that time will be received, but will be rejected for

being late.

A complete submission includes all required components, as stated in this document.

B. Selection Provisions:

1. **Selection:** It is the intent of the PPLD to select only responsible and responsive firms.
2. **Right of Acceptance and Rejection:** PPLD reserves the right to accept or reject any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of the PPLD. PPLD is not bound to accept the lowest priced proposal.
3. **Negotiation:** PPLD reserves the right to negotiate terms and conditions of the contract with the winning contractor.
4. **Basis of Award:** Opening of quotations will be private. An evaluation team will judge the merit of proposals received in accordance with the general criteria defined within this invitation. The following criteria will be taken into consideration when making evaluations of proposals. This list is not intended to be exhaustive:
 - a. Completeness of Proposal
 - b. Cost of Preventative Maintenance
 - c. Contractor's maintenance capability on the subject equipment
 - d. Contractor's maintenance capability in the general location of the project
 - e. Contractor's response to obsolescence language contained within this RFQ and the Lerch Bates Maintenance Specification Sections 00310 and 14325
 - f. References attached in Exhibit 1
 - g. Background and experience in projects of similar scope
 - h. Any other items deemed in the best interests of PPLD.

All quotations shall be firm. Escalation will not be permitted if Contract is awarded within 90 days from quotation due date. If award is deferred beyond 90 days, Contractors' quotations shall be subject to adjustment to reflect changes in the cost of labor and material.

5. **Contract Formation:** Following selection of a proposal, the contractor will be required to enter into a written contract with PPLD.

Section 14325 in Exhibit 1 will serve as the contract for the winning bidder with section 00310 as the pricing attachment.

If, in PPLD's sole discretion, the selected proposer has not executed the contract documents within a reasonable time after selection, PPLD reserves the right to rescind the award and select another contractor.

6. **Cancellation:** PPLD reserves the right to cancel the contract, in whole or in part, due to failure of the project team to carry out any term, promise, or condition of the contract. PPLD will issue a written notice of default for acting or failing to act, in the opinion of PPLD, as in any of the following:
 - a. Failure to perform adequately the services required by the contract
 - b. Failure to perform the required work within the time stipulated in the contract, unless mutually agreed in writing otherwise

In the event of cancellation, the Contractor will be provided a reasonable opportunity to correct the default prior to the exercise of the above mentioned remedies.

II. Specifications

Preventive maintenance of the vertical transportation equipment located at:

Address	Equipment	Details	Permit Number
1175 Chapel Hills Drive	Dover Passenger Hydraulic Elevator	2000 lb. capacity / 100 fpm / 2 landings	B21251
1175 Chapel Hills Drive	Giant Lift Vertical Reciprocating Conveyance	4000 lb.	B33676
2418 W Pikes Peak Ave.	Garaventa Genesis Wheelchair lift	750 lb. capacity / 17 fpm / 2 landings	I99172
20 N Cascade Ave.	Schindler Hydraulic Passenger Elevator	4000 lb. capacity / 125 fpm / 4 landings	C99808
20 N Cascade Ave.	Matot Dumbwaiter	400 lb. capacity	B25798
20 N Cascade Ave.	Dover Hydraulic Passenger Elevator	2000 lb. capacity / 125 fpm / 3 landings	B25797
20 N Cascade Ave.	Schindler Hydraulic Passenger Elevator	2500 lb. capacity / 125 fpm / 2 landings	C99807
20 N Cascade Ave.	Schindler Hydraulic Passenger Elevator	2500 lb. capacity / 150 fpm / 4 landings	C87260
20 N Cascade Ave.	Dover Hydraulic Passenger Elevator	2000 lb. capacity / 125 fpm /	B25794
5550 N Union Blvd	Dover Hydraulic Passenger Elevator		E85346

See attached Exhibit 1 for detailed specifications and quote form.

**ADDENDUM A
PIKES PEAK LIBRARY DISTRICT
RFQ #490-18-05
PROPOSAL COVER SHEET**

I. GENERAL INFORMATION

- 1. **FIRM NAME** _____
- 2. **ADDRESS** _____

- 3. **PHONE** _____
- 5. **E-MAIL AND WEBSITE** _____
- 6. **CONTACT** _____

I. STATEMENT OF MINIMUM QUALIFICATION

I, _____ (printed name) hereby declare
that I am the _____ (title) of

_____ (name of firm) submitting
this profile and declaration, and that I am duly authorized to sign this profile and declaration
on behalf of the above named firm. All information set forth in this profile and declaration and
all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of the
submission date.

The signer further certifies that (please initial):

- a. _____ The Company has carefully examined all instructions, requirements, specifications, and terms and conditions of the RFQ for which this proposal is submitted. The company understands all instructions, requirements, specifications, and terms and conditions of the RFQ, and hereby offers and proposes to furnish the goods and services described herein at the prices, fees, and/or rates identified in this proposal, in accordance with the instructions, requirements, specifications, and terms and conditions of the RFQ.
- b. _____ Non-Appropriation Clause listed in Term of Agreement, Section 14325 Part 1.5
- c. _____ This proposal is a valid and irrevocable offer that will not be revoked and shall remain open for the PPLD's acceptance for a period of ninety (90) calendar days from the proposal due date.
- d. _____ The Company is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances governing business practices.
- e. _____ All statements, information, and representations prepared and submitted in this proposal are current, complete, true, and accurate.

f. _____ Submission of this proposal indicates the signer’s acceptance of the evaluation technique and that some subjective judgments may be made by the PPLD as part of the evaluation.

g. _____ The company has the following insurance coverage:

- General Liability \$1,000,000
- Automobile Liability \$1,000,000
- Excess (umbrella) Liability \$1,000,000
- Per Truck \$ 100,000
- Per Occurrence \$ 200,000

Evidences of these insurances are attached.

h. _____ A list of exceptions and deviations (if any) is attached.

i. _____ A proof of eligibility to work in State of Colorado is attached.

j. _____ There have been no claims, litigation, or other issues filed or pending against our company in the past 5 years except as listed below. **(Specific to office/branch responsible in the service of this contract)**

k. _____ The Company is aware of Colorado’s Immigration / illegal alien laws pertaining to public contracts. Addendum C (Colorado Statutes 8-17.5 – 102) is signed and attached.

Authorized Signature

Date

ADDENDUM B
PIKES PEAK LIBRARY DISTRICT
RFQ - 490-18-05
Checklist, Questionnaire, and Pricing

A. COMPANY EXPERIENCE

1. Size (Quantity each of FT / PT / Temporary Employees) and Age of Company

of FT Employees: _____ # of PT Employees: _____ # of Temp. Employees:

Age of Company: _____

2. List of three (3) references from customers with similar scope to this project.

Indicate the type of business (ie - library, school, medical, business offices, retail, etc.). PPLD reserves the right to contact these clients and schedule a site visit to assess the quality of services provided. Use additional page if needed titled "References."

Company Name: _____ Contact Name: _____

Address: _____ Phone: _____

Type of Business: _____

Scope of service performed: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone: _____

Type of Business: _____

Scope of service performed: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone: _____

Type of Business: _____

Scope of service performed: _____

3. Personnel Experience. Please describe the qualifications of the proposed project team and attach their résumés. Include contact information, including phone numbers.

Authorized Signature

Date

**ADDENDUM C
PIKES PEAK LIBRARY DISTRICT
IMMIGRATION CLAUSE FOR CONTRACTS**

Pursuant to Colorado Revised Statutes Section 8-17.5-102, the Pikes Peak Library District (“PPLD”) shall not enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.

Accordingly, Contractor agrees that it shall not:

- Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
- Enter into a contract with a subcontractor for work under this Agreement that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Further, Contractor agrees that it shall comply with the following:

- Contractor has confirmed the employment eligibility for all employees who are newly hired for employment to perform work under this Agreement through participation in either the e-verify program administered jointly by the U.S. Department of Homeland Security and the Social Security Administration (the “E-Verify Program”) or the department program administered by the Colorado Department of Labor and Employment (the “Department Program”).
- Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the services under this Agreement are being performed.
- Should Contractor obtain actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:
 - Notify the subcontractor and the PPLD within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - Terminate the subcontract with the subcontractor if, within three days of receiving the notice, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation that the Department may undertake pursuant to its authority under Colorado Revised Statutes Section 8-17.5-102(5).

Authorized Signature

Date

Exhibit 1



LERCH BATES

Building Insight

**PIKES PEAK LIBRARY DISTRICT
COLORADO SPRINGS, CO**

**LERCH BATES MAINTENANCE SPECIFICATION
REQUEST FOR QUOTATION**

OCTOBER 22, 2018

Prepared For:

Gary Syling
Chief Facilities Management Officer
Pikes Peak Library District
Phone: 719-884-9800 ext 6803
Cell: 719-243-4624
gsyling@ppld.org

Prepared By:

John Williams
Consultant
john.williams@lerchbates.com

LB Project Number 0100018157-001

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SECTION 00310 - QUOTATION FORM

DATE: _____

PROJECT: Pikes Peak Library District
Various Locations

SUBMITTED BY: _____

Name of CONTRACTOR

CONTRACTOR'S Representative

Telephone Number

Street Address

City

State

Zip Code

TO: Mike Varnet, CFO Pikes Peak Library District

CC: _____

PART 1 GENERAL

1.1 CONTRACTOR'S BASE QUOTATION

A. Having examined the Contract Documents prepared by Lerch Bates Inc. dated October 22, 2018, and having reviewed site conditions, applicable codes and all conditions affecting and governing the work, the Undersigned Contractor hereby offers to provide all engineering, labor, materials, transportation, services and equipment necessary and incidental to properly execute required work of the Contract Documents for the following amounts:

1. LBMS Section 14325.1.4.B.1

Proactive Preventive Maintenance for all equipment (excluding items listed as obsolete or pro-rated in Appendix A) in Full Accordance with this RFP & Lerch Bates Maintenance Specification for Year No. 1. Wheelchair lift, dumbwaiter, and material lift maintenance in accordance with Appendix B.

Equipment Permit No.	BASE BID
B21251	\$ _____
B33676	\$ _____
I99172	\$ _____
C99808	\$ _____
B25798	\$ _____
B25797	\$ _____
C99807	\$ _____
C87260	\$ _____
B25794	\$ _____
E85346	\$ _____

2. LBMS Section 14325.1.4.B.2

Proactive Preventive Maintenance for all equipment (including items contractor lists as obsolete/pro-rated in Appendix A) in Full Accordance with this RFP & Lerch Bates Maintenance Specification for Year No. 1.

Equipment Permit No.	Contractor's Alternate 1 Description and Cost
B21251	_____
B33676	_____
I99172	_____
C99808	_____
B25798	_____
B25797	_____
C99807	_____
C87260	_____
B25794	_____
E85346	_____

3. LBMS Section 14325.1.4.B.3

Provide replacement pricing in spread sheet below: (1.3.C) for the replacement of items contractor lists as obsolete / pro-rated in Appendix A upon execution of the maintenance specification.

Equipment Permit No.	Contractor's Alternate 2 Description and Cost
B21251	
B33676	
I99172	
C99808	
B25798	
B25797	
C99807	
C87260	
B25794	
E85346	

- B. Enter a cost figure for all pricing requested. Failure to comply will subject the quotation to disqualification.

- C. Undersigned affirms that quotations provided are firm for at least twelve (12) months and represent the entire cost including site conditions, code requirements, specifications, addenda, and any other Contract Documents, and no claim will be made due to any increase in wage scales, material prices, taxes, insurance, cost indexes or any other factors affecting the construction industry or this project.

1.4 BREAKOUT PRICES, VERTICAL TRANSPORTATION MAINTENANCE

A. Base Bid (excluding all components listed above as obsolete/pro-rated)

Elevator No.	Total Units	Monthly Price	Annual Price	
B21251	1	\$	\$	
B33676	1	\$	\$	
I99172	1	\$	\$	
C99808	1	\$	\$	
B25798	1	\$	\$	
B25797	1	\$	\$	
C99807	1	\$	\$	
C87260	1	\$	\$	
B25794	1	\$	\$	
E85346	1	\$	\$	
Unit Total		\$	\$	
SUBTOTAL			\$	\$
TAX IF REQUIRED %			%	%
Totals			\$	\$

Base Bid

Unit	Year 1	Year 2	Year 3	Year 4	Year 5
B21251	\$	\$	\$	\$	\$
B33676	\$	\$	\$	\$	\$
I99172	\$	\$	\$	\$	\$
C99808	\$	\$	\$	\$	\$
B25798	\$	\$	\$	\$	\$
B25797	\$	\$	\$	\$	\$
C99807	\$	\$	\$	\$	\$
C87260	\$	\$	\$	\$	\$
B25794	\$	\$	\$	\$	\$
E85346	\$	\$	\$	\$	\$

Contractor's Alternate No. 1 - Revised Pricing to include all components, systems, sub-systems or parts detailed as obsolete by Contractor. LBMS Section 1.4.B.2

Elevator No.	Total Units	Monthly Price	Annual Price	
B21251	1	\$	\$	
B33676	1	\$	\$	
I99172	1	\$	\$	
C99808	1	\$	\$	
B25798	1	\$	\$	
B25797	1	\$	\$	
C99807	1	\$	\$	
C87260	1	\$	\$	
B25794	1	\$	\$	
E85346	1	\$	\$	
Unit Total		\$	\$	
SUBTOTAL			\$	\$
TAX IF REQUIRED %			%	%
Totals			\$	\$

Alternate Bid #1-

Unit	Year 1	Year 2	Year 3	Year 4	Year 5
B21251	\$	\$	\$	\$	\$
B33676	\$	\$	\$	\$	\$
I99172	\$	\$	\$	\$	\$
C99808	\$	\$	\$	\$	\$
B25798	\$	\$	\$	\$	\$
B25797	\$	\$	\$	\$	\$
C99807	\$	\$	\$	\$	\$
C87260	\$	\$	\$	\$	\$
B25794	\$	\$	\$	\$	\$
E85346	\$	\$	\$	\$	\$

- B. Alternate No. 2 - Pricing to replace components, systems, sub-systems or parts detailed as obsolete by Contractor upon execution of this agreement.

Component	Labor	Materials	Total	Duration project

1.5 CONTRACTOR'S OTHER SUPPORTING ENCLOSURES

- A. Undersigned has enclosed the following (check YES/NO): Separate letter containing any "Qualification" related to its Quotation. YES NO

1.6 SUBMISSION AND ACCEPTANCE OF QUOTATIONS

- A. Undersigned Contractor agrees to Purchaser's right to reject any and all quotations without explanation.
- B. Undersigned Contractor declares that preparation and submission of quotations herein contained do not obligate [the Purchaser] or Consultant in any way.
- C. Undersigned Contractor agrees and understands that Purchaser assumes no obligation to enter into a Contract.

1.7 LABOR AND MATERIAL ADJUSTMENT

Mechanic Labor Rate, Including Fringe Total Rate: \$ _____ Date: _____
 Benefits Applicable, Consisting of: Base Rate: \$ _____ Fringe: _____
 U. S. Metal Products Index: Index: _____ Date: _____

1. The words "fringe benefits" mean employee benefits granted in lieu of or in addition to hourly base rate increases, and include but are not limited to, accruals for pensions, vacations, paid holidays, group life, sickness, and hospitalization insurance. Fringe benefits shall not include any direct or indirect costs based on labor.
2. Price escalations shall be limited to a maximum of 5% over the current price in any one-year period.
3. Contractor shall provide written notification of pending price adjustment as described above within thirty days of each Anniversary Date. If Contractor fails to give such written notice, the Agreement Price for the ensuing year shall be deemed to be the prior year's Agreement price.

BILLING RATE	MECHANIC	HELPER	TEAM
Regular Time	\$	\$	\$
Overtime Premium at 1.7	\$	\$	\$
Overtime Premium (Double Time)	\$	\$	\$

The above rates may be adjusted by written notice to Owner proportionally to the increase or decrease in the straight time hourly rates as set forth in Lerch Bates Maintenance Specification. Such adjustments shall not exceed 5% in any one-year period.

1.8 CONTRACTOR SIGNATURE

DATE: _____
 SIGNED: _____
 PRINT NAME: _____
 TITLE: _____
 NAME OF FIRM: _____
 STATE LICENSE NO.: _____

LEGAL ADDRESS: _____

ORGANIZED AS A (MARK ONE):
 INDIVIDUAL
 PARTNERSHIP
 CORPORATION UNDER STATE LAW OF _____

TELEPHONE: _____

(SEAL)

END OF SECTION

SECTION 14325

LERCH BATES MAINTENANCE SPECIFICATION (LBMS)

PART 1 GENERAL

1.1 PARTIES

- A. The parties to this Agreement (the "Agreement") are Pikes Peak Library District ("Purchaser") and ("Contractor"). The contract start date is February 1, 2019. The purpose of this Agreement is to set forth the terms and conditions under which Contractor will provide certain services for Purchaser. This agreement covers seven elevators listed in Section 14325 - Appendix A.

1.2 DUTIES OF CONTRACTOR

- A. Contractor shall furnish all supplies, materials, parts, labor, labor supervision, tools, scaffolding, machinery, hoists, equipment (including employee safety equipment), lubricants, and technical information to provide proactive full preventive maintenance service including, but not limited to, cleaning, lubrication, adjusting, parts replacement, repair, and callback service. All work shall be in conformity with highest standards and best industry practices, applicable laws, and all expressed and implied provisions of this Agreement for the complete vertical transportation systems detailed in Appendix A of this Agreement.

1.3 AGREEMENT INTENT

- A. The intent of this Agreement is to maintain the elevator equipment to the highest industry standards using "industry best" practices by continuously preserving and maintaining the condition, appearance, and performance of the elevators in keeping with their original design. The purpose of the maintenance program specified herein is to provide the following:
1. Safe, consistent, and reliable operation
 2. Maximum operational performance
 3. Maximum beneficial usage
 4. Maximum life cycle
- B. Contractor acknowledges Purchaser is relying on Contractor's professional expertise in performance of Services to achieve and comply with the Agreement intent.
- C. Contractor accepts full responsibility for the equipment, as it exists on the effective date of this Agreement, and will leave it in a condition acceptable to Purchaser, or a mutually agreeable third party consultant, at the termination date.
- D. Contractor acknowledges Purchaser provided free access to and sufficient time for adequate examination of the equipment and review of service records. Contractor further acknowledges the specified vertical transportation equipment has been evaluated by Contractor, and Contractor has determined the equipment is in serviceable operating condition. The Contractor accepts full and complete responsibility for all of the maintenance service, repair, cleaning, and testing of the specified vertical transportation equipment listed, in "as is" condition, in accordance with this Agreement.
- E. Invoicing Requirements. The following criteria must be clearly met for payment of any invoice:
1. Travel time clearly identified and a separate line item on technician's time sheet.
 2. Site arrival time and departure time clearly identified on technician's time sheet.
 3. Service call and work description clearly identified on technician's time sheet.

- 4. Billable material cost backup.
- 5. Travel expenses/surcharges shall not be allowed.
- 6. Contractor's invoice must include clear and concise detail of service call and work complete.
- 7. Contractor's invoice must include clear and concise detail of travel hours billed and hourly rate utilized.
- 8. Contractor's invoice must include clear and concise detail of time on job and hourly rate utilized.

1.4 OBSOLESCENCE

- A. Definition of Obsolescence:
 - 1. A system, component, or part that is no longer repairable, re-buildable, supported, manufactured, available in-stock or supplied by the OEM, Non-OEM Elevator systems parts supplier or other 3rd party parts supplier or fabricator in the same form, fit and function.
- B. Prior to submission of contractor's proposal to the Purchaser, the contractor will have an opportunity to review all applicable vertical transportation elements as identified in this document. After such review, if the contractor believes there are systems, components or parts which are obsolete or may become obsolete during the term of this agreement, they must identify those components in "Appendix A". Additionally, contractor must:
 - 1. Provide Base Bid proposal response pricing that excludes systems, components or parts listed in Section 00310 Item 1.2 as obsolete or pro-rated.
 - 2. Provide Alternate pricing that includes full maintenance coverages of all components listed in Section 00310 Item 1.2 as obsolete or pro-rated.
 - 3. Provide Alternate pricing to replace all systems, components or parts detailed in Section 00310 Item 1.2, as an extra charge, at the beginning of this agreement for the Purchaser's consideration.
- C. If contractor, third party consultant or Purchaser receive a notice of "component or part obsolescence" from a third party non-OEM elevator system parts supplier, not owned by or in any way affiliated with the contractor, during the course of this agreement then Purchaser will evaluate a claim of obsolescence. Claim may include only the necessary retro-fit material and only the additional portion of labor above and beyond what would have been required to replace the obsolete component or part with an OEM original component or part.
- D. No other claim for obsolescence of any kind will be considered by the Purchaser during the course of this agreement.

1.5 TERM OF AGREEMENT

- A. The term of this Agreement is a five-year term beginning and terminating after five years. If Contract is not renewed after the initial term of five years, work shall continue at fifth year pricing until a new agreement is executed. This Agreement shall be subject to termination as provided in Article 1.6.
- B. All fees are payable for all vertical transportation equipment as set forth in Appendix A. Contractor shall send invoices detailing the fees in Section 00310 Item 1.1. A, and other charges to Purchaser by the first day of each month to:
- C. The library hereby represents and warrants to _____ that the library has funds available to pay all amounts payable under the maintenance through 12/31/__; and that the library shall request an appropriation for each annual appropriation period thereafter during the term of the

maintenance sufficient to cover all amounts payable under the maintenance as they become due.

- D. In the event that the library does not receive any such annual appropriation for any reason, the library may, at its election by giving 60 days written notice to _____ confirming the failure of appropriation, terminate the maintenance agreement effective upon the exhaustion of the funding authorized for the then-current appropriation period; provided, however, that such written notice must be accompanied by payment of all amounts payable through the end at the then-current appropriation period.

1.6 CANCELLATION

- A. If Contractor violates any provision or fails to properly perform services required by this Agreement on any unit, Purchaser shall advise Contractor of deficiencies and shall allow Contractor ten working days unless otherwise agreed, to correct deficiencies at Contractor's expense and to Purchaser's sole satisfaction. If Contractor fails to comply or remedy in the allotted time, Purchaser shall have right to cancel Agreement immediately with written notice to Contractor.
- B. Purchaser, after an additional ten calendar days' written notice to Contractor, may perform or cause to be performed all or any part of Services and Contractor agrees that it shall reimburse Purchaser for any expenses incurred. Purchaser shall deduct said expense from any sum owed to Contractor.
- C. The waiver by Purchaser of a breach of any provision of this Agreement by Contractor shall not be construed as a waiver of any subsequent breach by Contractor.
- D. If any property covered by this Agreement is sold, new Owner may extend this Agreement at its discretion by assignment or other means.
- E. Purchaser may modernize all or a portion of vertical transportation units during the term of this Agreement. Modernization is any "Alteration" as defined by Code. Any modernization will be competitively bid and if the successful bidder is not the current Contractor then the Contractor agrees that this contract may be cancelled at the sole discretion of the Owner. The Owner is under no obligation to include the Contractor in the bidding process.
- F. If this Agreement Is Cancelled:
 - 1. Contractor agrees to take actions reasonably necessary to cause an orderly transition of Services to another contractor without detriment to the rights of Purchaser or to continued operation of Property including, but not limited to, refraining from any interference or disruption of occupants or other contractors.
 - 2. Contractor shall immediately deliver to Purchaser all reports, records, as-built wiring diagrams, portable electronic diagnostic devices supplied (owned by Purchaser or Owner), access codes, and other materials and documentation related to and required to facilitate services required by this Agreement.

1.7 CONTRACTOR SERVICES

- A. Services shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision and all other work and materials expressly required under this Agreement, or reasonably inferred, whether or not expressly stated herein.

- B. Contractor shall coordinate and follow the directives of Purchaser with respect to scheduling Services and any deliveries hereunder or at a time or times further specified in other provisions of this Agreement.
- C. Services shall be performed as follows:
 - 1. In conformance with all provisions of this Agreement including Sections 00310 and 14325.
 - 2. In conformance with all applicable original equipment manufacturer's specifications.
 - 3. In conformance with the written Maintenance Control Program (MCP).
 - 4. In conformance with Purchaser's rules, policies, regulations, and requirements for work at the Property, as modified and supplemented during term of this Agreement.
 - 5. In conformance with Purchaser's requirements for cleanup using containers supplied by Contractor.
 - 6. To Purchaser's satisfaction in conformance with this agreement.
 - 7. By qualified, careful, and efficient employees in conformity with best industry practices.
 - 8. Diligently, to highest industry standards, in a complete and workman-like manner, free of defects or deficiencies.
 - 9. In such manner as to minimize any annoyance, interference, or disruption to occupants of Property and their invitees.
- D. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with Services, and comply with all applicable safety laws. Contractor shall take all reasonable precautions for safety of Purchaser, Purchaser's tenants, Purchaser's employees, Contractor's employees, and other persons on or about the Property.
- E. Contractor shall repair, to satisfaction of Purchaser, any damage to the Property and adjacent areas caused by performance of Services. This excludes building structural deficiencies which may occur during periodic safety testing.
- F. Contractor's additional services:
 - 1. Attendance and assistance to facilitate re-lamping of architectural lighting in equipment pits, hoist ways, or elevator car tops. Contractor may require certain waivers for third party contractors/employees.
 - 2. Attendance and assistance to facilitate Emergency Power testing.
 - 3. Attendance and assistance to facilitate Fire Service testing.

1.8 CONTRACTOR COMPLIANCE WITH LAWS

- A. Contractor agrees to comply with all current laws, codes, rules, and regulations set forth by appropriate authorities having jurisdiction in the locations where Services are performed. In the event of differing testing requirements between this Agreement and local codes or ordinances, the more stringent requirement shall prevail.
- B. The Contractor shall not be required to install new attachments or perform tests as may be recommended or directed by: inspecting entities; insurance companies; and federal, state, or municipal governmental authorities subsequent to the date of this Agreement, unless compensated for such tests, installation, or services.
- C. Contractor must complete all code-mandated testing and work tasks as detailed in Appendix E.

1.9 CONTRACTOR'S EMPLOYEES

- A. This Agreement is not one of agency, partnership, master-servant, or joint employer, but one with Contractor engaged in the business of providing Services hereunder as an independent

contractor. Contractor shall have sole responsibility for the means, methods, techniques, procedures, and safety precautions in connection with performance of Services.

- B. Contractor shall be responsible for the supervision and execution of Services by its employees. An onsite condition review shall be conducted by the designated Supervisor of Contractor on an annual basis to ensure that all Services hereunder are performed properly. Contractor shall designate its Supervisor and inform Purchaser of the person responsible for execution of Service, and Supervisor shall have the authority to act as Contractor's agent. Supervisor shall notify Purchaser of site inspection and provide Purchaser with a written summary of findings within ten working days after completion of site review.
- C. Contractor agrees that its employees are properly qualified and will use reasonable care in the performance of Services. Contractor agrees that all work shall be performed by, and under the supervision of, skilled, experienced elevator service and repair persons directly trained, employed, and supervised by Contractor. Any and all employees performing work under this Agreement shall be satisfactory to Purchaser. Purchaser shall be given at least thirty days' notice prior to making changes to site-specific mechanic/employees
- D. If Purchaser, in Purchaser's sole opinion, determines, for any reason, that the qualifications, actions, or conduct of any particular Contractor employee has violated this Agreement by performing unsatisfactory Services, interfering with operation of Property, bothering or annoying any occupants, other contractors, or subcontractors then at Property, or that such actions or conduct is otherwise detrimental to Purchaser, then upon Purchaser's notice, Contractor shall immediately provide qualified replacement persons.
- E. Contractor shall not engage any subcontractors or other parties to perform Services unless first approved in writing by Purchaser. Purchaser's acceptance of subcontractors or other parties shall not relieve, release, or affect in any manner any of Contractor's duties, liabilities, or obligations hereunder, and Contractor shall at all times be and remain fully liable hereunder.
- F. Contractor employees are required to wear standard matched uniforms with a company logo. Each employee shall be required to have on their person a company ID card for identification as a current company employee.

1.10 HOURS AND MANNER OF WORK

- A. All work, except as otherwise noted in this Agreement, including unlimited call-back service, shall be performed during the building's regular hours. These hours are 8:00 a.m. to 5:00 p.m. Purchaser, at its option, may request callback or normal service within the scope of this Agreement at no additional cost during those hours. Emergency callback service requested prior to 4:30 p.m. but answered after 5:00 p.m. shall be considered a regular one-hour callback; after which it shall be in accordance with Article 1.10 D.
- B. Response Time for Callback Service:
 - 1. During regular time hours identified in Article 1.10 A. Contractor shall arrive at Property within 60 minutes from time of notification of equipment problem or failure by Purchaser. For callbacks placed during regular time hours, the portion of work that could have been accomplished from the required arrival time of technician to the end of the defined work day shall not be billed at overtime rates.
 - 2. During the regular time hours identified in Article 1.10A, Contractor shall arrive at Property in response to passenger entrapment calls within 30 minutes from time of notification by Purchaser.
 - 3. During hours outside those identified in Article 1.10A. Contractor shall arrive at Property within 120 minutes from time of notification of equipment problem or failure by Purchaser. For callbacks placed during regular time hours, the portion of work that could have been

- accomplished from the required arrival time of technician to the end of the defined work day shall not be billed at overtime rates.
4. During hours outside those identified in Article 1.10 A, Contractor shall arrive at Property in response to passenger entrapment calls within 60 minutes from time of notification by Purchaser.
- C. If additional work within the scope of this Agreement is requested during overtime hours, Purchaser shall pay only the difference between regular time and overtime hours at the hourly rates indicated in Section 00310 Item 1.7
 - D. If additional work beyond the scope of work enumerated in this Agreement is requested during regular hours, the regular time hourly rates shown below shall apply at the hourly rates indicated in Section 00310 Item 1.7
 - E. If additional work beyond the scope of work enumerated in this Agreement is requested during overtime, the rate billed shall be the regular time rate plus the applicable overtime premium at the hourly rates indicated in Section 00310 Item 1.7.
 - F. If any unit is shut down due to equipment failure for more than 72 continuous hours, maintenance billing for that unit may be suspended until it is restored to beneficial usage, excluding scheduled equipment repairs. Suspended billing shall be calculated per unit, per day, and will not begin until the 72-hour period is exceeded.
 - G. During peak passenger traffic times, Purchaser requires all elevators to be in operation. The elevator Contractor shall not remove elevators from service during these times without authorization. The peak traffic times are Monday thru Friday 3:00-7:00 p.m.
- 1.11 MINIMUM MAINTENANCE HOURS AND PROCEDURES
- A. Contractor agrees to furnish maintenance personnel for specified minimum hours per week, month, quarterly, or annually for on-site, routine, regular preventive maintenance as listed in Section 14325 Appendix A (see detailed scheduled hours) for elevators and as listed in Section 14325 Appendix B for wheelchair lifts, dumbwaiters, and material lifts.
 - B. Staffing: Contractor shall provide adequate and dedicated personnel suitable to Purchaser, for preventative maintenance based on the required maintenance hours identified in Section 14325 Appendix A. During vacation periods, an alternate mechanic, suitable to Purchaser, shall be assigned for maintenance. These hours shall not include time expended for callbacks, repair work, tests, or billable work. Time spent assisting Purchaser in performing tests of Firefighter's Emergency Operation or Standby Power Operation, and time spent accompanying Purchaser or their Elevator Consultant in making tests, inspections, or reviews may be credited against these minimum hours, and no additional billing shall be accepted for such time expended.
 - C. Contractor's Employees Shall:
 1. Upon arrival and departure all Contractor employees must register in the log maintained at Purchaser's location. In addition, Purchaser may require Contractor's employees to check in with designated personnel each time they enter the building.
 2. The site maintenance log book shall indicate the name of person or persons, time of arrival, purpose of visit, i.e. callback, preventive maintenance, scheduled repair, Supervisor's inspection, etc., and a brief description of work accomplished, including car and/or group designation, elevator, and time of departure. A sample of the maintenance log book is in Appendix I and a sample of the callback log is in Appendix J.
 3. When departing the property, Contractor's personnel shall sign the maintenance log book indicating as listed above under item C. 2.

4. In addition, Contractor's employees who perform billable work shall leave time tickets after each visit when leaving the property.
 5. Purchaser may elect to have any entries or time tickets documented via a manual or electronic log device provided by Purchaser, or supplied by Contractor.
- D. If the hours expended fall below those required on a six-month rolling average basis Purchaser shall have the right to require the shortfall in hours of work to be made up on a schedule of work acceptable to Purchaser. If the hours expended fall below those required for two (2) six-month rolling average periods, the Purchaser shall have the right to a credit in the amount of the shortfall in hours for every three-month rolling average period after the first period. This metric will reset after each period where the hours expended meets or exceeds those required.
- E. Quarterly, Contractor shall meet with Purchaser or its Designated Representative. The scope of this meeting shall include:
1. A review of the previous quarter's callbacks
 2. A review of maintenance, including work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of elevators from service
 3. A review of any reported complaints
 4. Such other elevator-related items as may be appropriate
 5. A review of on-site spare equipment or parts for the elevators
 6. A review of maintenance hours
 7. If requested by Purchaser, Contractor shall provide a monthly list of callbacks for review by Purchaser prior to the quarterly meetings.
- F. Overtime travel time in response to any callback shall be billed as the difference between regular time and overtime travel. There shall be a maximum of one hour per round trip allowed for travel for any overtime callback. The cost for this overtime travel shall be calculated and identified as a flat rate in Section 00310 Item 1.7.

1.12 SCHEDULING OF WORK

- A. Within thirty days of receipt of a fully executed copy of this Agreement, Contractor shall prepare and submit a schedule of repairs, tests, or other work that will require a shutdown of one or more elevators within the initial 90 days. The nature of work, elevator involved, and anticipated days out of service shall be included. Subsequently, this schedule shall be updated quarterly prior to the meeting referenced in Article 1.11 E.
- B. Pre-Maintenance Repairs: All work detailed and accepted by Purchaser at award of Agreement as pre-maintenance repairs must be completed per the schedule agreed upon between Contractor and Purchaser.

1.13 ELEVATOR CALLBACK FREQUENCY

- A. Callback frequency for the elevators covered under this Agreement shall be subject to the provisions of this Agreement.
- B. Total callbacks for equipment failure on any elevator shall not be more than 1 per unit per quarter, as indicated in Appendix A.
- C. Callbacks due to vandalism or misuse of the equipment shall be excluded.

1.14 PERFORMANCE REQUIREMENTS

- A. Contractor agrees to maintain the following minimum performance requirements for the gearless, geared, gearless machine-room-less (MRL), and hydraulic elevators designated in table located in Section 14325 Appendix A:
1. Floor-to-floor times are measured in seconds from start of doors closing, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors are 3/4 open for center opening doors or 1/2 open for side opening doors, per Section 14325 Appendix A. Times shown are ± 0.2 seconds.
 2. Door opening times are measured in seconds from start of car door open until doors are fully open, per Section 14325 Appendix A. Times shown are ± 0.1 seconds.
 3. Door closing times are measured in seconds from start of door close to doors fully closed, and shall be no less than the times shown per above schedule or those permitted by code. Times shown are ± 0.1 seconds. Door closing force is measured at rest with the doors between 1/3 and 2/3 closed. Door closing force shall be no more than 30 lbf.
 4. Stopping accuracy shall be measured under all load conditions and maintained per Section 14325 Appendix A. Standards shown are maximum allowable from no load to full load.
 5. Variance from rated speed, regardless of load, shall not exceed the following:
 - a. 10% up/-20% down, no load, for hydraulic equipment
 6. Door opening and closing shall be smooth and quiet, with smooth checking at the extremes of travel. Car and hoistway doors shall open flush with entrance jambs and each other.
 7. Acceleration and deceleration shall be smooth, with no noticeable "steps" or bumps to increase or reduce speed, and no objectionable vibrations.
 8. Elevator cars shall travel smoothly and quietly through the hoistways.
 9. Performance requirements indicated are minimum standards and are not the sole criteria for judging the Contractor's performance.

1.15 REMOVAL OF UNITS FROM SERVICE

- A. Removal of elevators from service during peak hours shall be coordinated with and approved by Purchaser. Removal of elevators for routine maintenance during off-peak hours is expected, but notification to and coordination with Purchaser shall be provided.

1.16 PURCHASER'S RIGHT TO INSPECT AND REQUIRE WORK

- A. Purchaser reserves the right to make, or cause to be made, audits, maintenance evaluations, inspections or tests whenever it deems advisable or necessary to ascertain that the requirements of this Agreement are being fulfilled. The Contractor agrees to furnish, without cost, personnel to accompany Purchaser and/or its representatives during such inspections. Deficiencies noted shall be submitted in writing to the Contractor.
1. If said deficiencies are not corrected at the time of the follow-up review, then Contractor shall be responsible for the cost of subsequent follow-up reviews at a cost of \$250/hour portal to portal.
 2. Failure to correct the deficiencies found, as a part of this section, to the satisfaction of the Purchaser or their representative subject this agreement to cancellation as noted in Section 1.7
- B. The Contractor shall, promptly (within ten days unless otherwise agreed), correct deficiencies covered under the terms of this Agreement at its expense. This includes deficiencies discovered as a part of this section.
- C. If Contractor fails to perform the work required by the terms of this Agreement in a diligent and satisfactory manner, Purchaser, after thirty days' written notice to Contractor listing the

deficiencies or failures to perform, may perform or cause to be performed all or any part of the work required hereunder. Contractor agrees that it shall reimburse Purchaser for any expense incurred thereto, or Purchaser, at its election, may deduct such expenses from any sum owed to Contractor. The waiver by Purchaser of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

- D. In the event Contractor disputes a listing of deficiencies or failures to perform, in whole or in part, and the parties cannot resolve the dispute, a qualified Elevator Consultant acceptable to both parties may be retained by Contractor to conduct a non-binding mediation of any disputes, and Purchaser and Contractor shall split the Consultant's fees equally.
- E. A qualified vertical transportation consultant may be retained by Purchaser to perform any of Services and mediate disputes noted in 1.17 or elsewhere in this agreement.

1.17 EXCLUSIONS

- A. Contractor shall NOT be responsible for the following:
 - 1. Repairs, callbacks, modifications, adjustments, or replacement required because of negligence, accident, or misuse of the equipment by anyone other than Contractor, its employees, subcontractors, servants or agent, or other causes beyond the Contractor's control except ordinary use and wear.
 - 2. Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, car finish floor material, hoistway and car entrance frames, car or hoistway sills, signal fixture faceplate surfaces, cleaning of car interiors, and cleaning of the portions of sills visible when the doors are open.
 - 3. Mainline and auxiliary disconnect switches, fuses, and feeders to control panels. Excludes jack casing and underground piping.
 - 4. Lamps for car, machine room and pit illumination. Contractor shall replace pit lamps if such items are provided by Purchaser.
 - 5. Smoke and heat sensors and related life safety equipment.
 - 6. Standby power generators and associated contacts and relays, and wiring to the elevator machine rooms (exclusive of wiring connections to elevator controller).
 - 7. Building paging/communication systems, including consoles, panels and wiring to junction box on elevator controllers. However, Contractor shall maintain paging system and emergency telephone equipment and speakers in the cars and wiring from each such speaker to the machine room junction boxes.
 - 8. Failure or fluctuations of property electric power, air conditioning, or humidity control.
 - 9. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
 - 10. Access Control Equipment, Software, Hardware, Programming:
 - a. Exclusive of elevator traveling cables
 - b. Termination points within elevator systems in control room and car
 - 11. Upgrades to Control/Dispatching systems: (not to include software updates).
 - 12. Below ground hydraulic cylinders and piping.
- B. Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind.

1.18 REMOVAL OF PARTS

- A. No parts or components required for the performance of Services on the vertical transportation equipment or required for its operation may be removed from the site without written approval from Purchaser. This does not include renewal parts stocked on the job by Contractor, but does include parts and components that were installed with and are a part of the elevator installation, and parts delivered to the property and paid for by Purchaser, which shall remain its sole property until installed on the equipment.

1.19 MACHINE ROOMS

- A. Contractor shall place and keep in the machine rooms Underwriter's Laboratory rated metal parts cabinets. No open storage of parts or supplies shall be permitted,
- B. Machine rooms and parts cabinets shall be kept clean and neat at all times. Floors shall be painted on a continual basis, and maintained clean and free of dirt, debris, rags, parts, or other items.

1.20 WIRING DIAGRAMS

- A. Wiring diagrams, as provided by Owner, shall be kept neatly folded and stored, except where mounted on boards, and shall be copied and replaced by the Contractor if damaged or unreadable.
- B. For each elevator, Contractor shall maintain Property's complete set of straight-line wiring diagrams, showing "As-Built" conditions and any changes or modifications to circuits resulting from control modifications, parts replacement, or equipment upgrades. This includes all manuals supplied by a third party controller manufacturer or as part of a non-proprietary specification requirement for a modernization or new installation. Purchaser may reproduce these original or modified as-built drawings, manuals, and shall retain sole possession of this set of drawings or books in the event that the Contract is terminated, or if Purchaser's set of drawings or manuals cannot be located at that time.

1.21 MAINTENANCE CONTROL PROGRAM

- A. Contractor shall prepare and provide a Maintenance Control Program (MCP) in compliance with the more stringent requirement of ASME A17.1 2013, or the AHJ Code in effect. Instructions for locating this written program shall be posted on the controller cabinets, at least one per elevator, as required by ASME A17.1 2013. Documentation of the MCP must be kept in a visible location in each machine room. When accepted by Purchaser, Contractor's preventive maintenance schedule, including the Maintenance Control Program, and this procedure shall become Section 14325 Appendix H to this Agreement.
- B. Contractor, on Purchaser's behalf, shall conspicuously post written Maintenance Control Program (MCP) and work log in each machine room or instructions for locating the MCP in or on the car controllers. Contractor shall maintain preventive maintenance history and testing logs in accordance with the MCP either in the machine room, building management office, or electronically within unit computer control system. Data shall be accessible by Purchaser via manual log and hard copy printout at all times. Log or electronic printout shall include all entries for routine preventive maintenance, repairs, tests, callbacks, and Supervisor's inspection. Entries shall include date work is completed, Mechanic's or Supervisor's name, brief description of work completed, including unit number and number of units serviced, repaired or inspected, and the approximate time required for work excluding travel time to and from property. Purchaser shall be allowed to inspect and copy log or electronic printout and maintenance history and schedule at any time.

1.22 SPECIAL CONDITIONS

- A. Performance Requirements: Equipment must be maintained to perform in compliance with the following standards, as detailed in Section 14325 Appendix A and B.
 - 1. Callback frequency
 - 2. Callback response time
 - 3. Mean time between callbacks
 - 4. Availability

5. Maintenance actions
 6. Annual repair time accrued
- B. Should Contractor require remote monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs shall be at Contractor's expense.
 - C. Equipment manufacturer's electronic diagnostic devices required to facilitate services, including fixed and hand-held devices purchased by Purchaser, shall be maintained and upgraded by Contractor during the term of this Agreement and shall remain Purchaser's property at the expiration or cancellation of the contract.
 - D. Local inspection fees with regard to operation of equipment covered by this Agreement shall be paid by Purchaser. Fees for re-inspection due to Contractor's failure to expeditiously eliminate deficiencies covered by Services shall be paid by Contractor.
 - E. Purchaser may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from Purchaser. Contractor agrees:
 1. To treat, and to obligate Contractor's employees, subcontractors and suppliers to treat as confidential all such information whether or not identified by Purchaser as confidential.
 2. Not to disclose any such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of Purchaser to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining Purchaser's written approval, except to the extent necessary in connection with performing Services or when required by law.
 - F. Contractor shall not, in the course of performance of this Agreement, or thereafter, use or permit the use of Purchaser or Property Manager's name or the name of any affiliate of Purchaser or Property Manager, 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 Purchaser and Property Manager, as applicable.

1.23 PURCHASER'S RESPONSIBILITIES

- A. Provide clear, safe, and convenient access to the Property and to elevator equipment rooms and pits.
- B. Maintain car lighting, telephone lines to controller terminals, equipment room electrical switch gear, and electrical feeders to elevator controllers and Firefighters' Control Room.
- C. Maintain equipment room heating and air conditioning systems. Temperature range 60°-90° F, non-condensing.
- D. Maintain fire alarm initiating devices in elevators, lobbies, machine rooms, hoistways, etc.
- E. Prohibit storage of Property equipment or supplies in elevator equipment rooms and obstruction of equipment room access corridors and doors.
- F. Maintain equipment rooms, hoistways, and pits in a code-compliant and dry condition.
- G. Coordinate with Contractor in regard to Purchaser's required equipment retrofits, such as elevator security systems, new car interior finishes, car interior CCTV systems, etc.
- H. During building construction and/or retrofit, make provisions to limit infiltration of dust and debris into elevator equipment and equipment spaces.

PART 2 EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement the date noted below:

<>MAINTENANCE CONTRACTOR

Pikes Peak Library District

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

END OF SECTION

APPENDIX A -
EQUIPMENT ID, SCHEDULE, PERFORMANCE REQUIREMENTS, AND PRICING

Address	Equipment	Details	Permit Number
1175 Chapel Hills Drive	Dover Passenger Hydraulic Elevator	2000 lb. capacity / 100 fpm / 2 landings	B21251
20 N Cascade Ave.	Schindler Hydraulic Passenger Elevator	4000 lb. capacity / 125 fpm / 4 landings	C99808
20 N Cascade Ave.	Dover Hydraulic Passenger Elevator	2000 lb. capacity / 125 fpm / 3 landings	B25797
20 N Cascade Ave.	Schindler Hydraulic Passenger Elevator	2500 lb. capacity / 125 fpm / 2 landings	C99807
20 N Cascade Ave.	Schindler Hydraulic Passenger Elevator	2500 lb. capacity / 150 fpm / 4 landings	C87260
20 N Cascade Ave.	Dover Hydraulic Passenger Elevator	2000 lb. capacity / 125 fpm /	B25794
5550 N Union Blvd	Dover Hydraulic Passenger Elevator		E85346

- A. Contractor agrees to maintain the following minimum performance requirements for the gearless, geared, gearless machine-room-less (MRL), and hydraulic elevators covered by this agreement. Performance requirements indicated are minimum standards and are not the sole criteria for judging Contractor's performance to Agreement.
1. Floor to Floor Time - Floor-to-floor times are measured in seconds from start of doors closing, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors are 3/4 open for center opening doors or 1/2 open for side opening doors. Times shown are ± 0.2 seconds.

**FLOOR-TO-FLOOR PERFORMANCE TIME REQUIREMENTS IN SECONDS
FOR HYDRAULIC ELEVATORS**

SPEED (FPM)	DOOR TYPE AND OPENING WIDTH *								ADJUSTMENT PER FOOT OF TRAVEL FROM 12'-0" STANDARD ** (SECONDS)
	SIDE OPENING				CENTER OPENING				
	36"	42"	48"	54"	36"	42"	48"	54"	
50	21.5	22.5	23.5	24.5	19.5	20.0	20.5	21.0	1.2
75	17.5	18.5	19.5	20.5	15.5	16.0	16.5	17.0	0.8
100	15.5	16.5	17.5	18.5	13.5	14.0	14.5	15.0	0.6
125	14.5	15.5	16.5	17.5	12.5	13.0	13.5	14.0	0.5
150	13.5	14.5	15.5	16.5	12.0	12.5	13.0	13.5	0.4
* Values are based on 7'-0" to 7'-6" high doors. For 7'-6" to 8'-6" high doors, add following factor; 0.5 second for widths up to 42" and 1 second for widths over 42".									
** Values are based on 12'-0" floor-to-floor height. Adjust using factors noted for variation from this standard.									

2. Door Opening and Closing Time - Door opening times are measured in seconds from start of car door open until doors are fully open. Door closing times are measured in seconds from start of door close to doors fully closed, and shall be no less than the times shown below or those permitted by code. Times shown are ± 0.1 seconds.

DOOR OPEN/CLOSE TIME REQUIREMENTS *

DOOR WIDTH	ELECTRIC TRACTION ELEVATORS HIGH SPEED, HEAVY DUTY 2.5 FPS				MACHINE ROOM LESS TRACTION ELEVATORS MEDIUM SPEED, MEDIUM DUTY 2.0 FPS				HYDRAULIC ELEVATORS LOW SPEED 1.5 FPS			
	SIDE OPENING		CENTER OPENING		SIDE OPENING		CENTER OPENING		SIDE OPENING		CENTER OPENING	
	OPEN	CLOSE	OPEN	CLOSE	OPEN	CLOSE	OPEN	CLOSE	OPEN	CLOSE	OPEN	CLOSE
30"	1.8	3.1	1.3	2.0	2.0	3.1	1.4	2.0	2.3	3.1	1.6	2.0
32"	1.8	3.2	1.5	2.2	2.1	3.2	1.5	2.2	2.5	3.2	1.8	2.2
34"	1.9	3.4	1.5	2.2	2.2	3.4	1.5	2.2	2.7	3.4	1.8	2.2
36"	2.1	3.4	1.5	2.2	2.2	3.4	1.6	2.2	2.8	3.4	1.9	2.2
38"	2.1	3.5	1.6	2.3	2.3	3.5	1.6	2.3	2.9	3.5	2.0	2.3
40"	2.2	3.8	1.6	2.3	2.4	3.8	1.7	2.3	3.0	3.8	2.0	2.3
42"	2.3	4.0	1.6	2.4	2.5	4.0	1.7	2.4	3.1	4.0	2.1	2.4
44"	2.3	4.1	1.6	2.5	2.6	4.1	1.7	2.5	3.2	4.1	2.1	2.5
46"	2.4	4.2	1.6	2.6	2.7	4.2	1.8	2.6	3.3	4.2	2.2	2.6
48"	2.4	4.6	1.6	2.7	2.7	4.6	1.8	2.7	3.5	4.6	2.2	2.7
50"	2.5	4.6	1.8	2.7	2.8	4.6	1.9	2.7	3.6	4.6	2.3	2.7
52"	2.6	4.8	1.8	2.8	2.9	4.8	1.9	2.8	3.7	4.8	2.3	2.8
54"	2.6	5.1	1.8	3.0	3.0	5.1	1.9	3.0	3.7	5.1	2.3	3.0
60"	2.8	6.1	1.8	3.2	3.2	6.1	2.1	3.2	4.1	6.1	2.6	3.2
66"	3.0	6.1	1.9	3.5	3.5	6.1	2.2	3.5	4.3	6.1	2.6	3.5
72"	3.2	6.6	2.0	3.7	3.7	6.6	2.3	3.7	4.7	6.6	2.8	3.7

* Values are based on 7'-0" to 7'-6" high doors. For 7'-6" to 8'-6" high doors, add following factor; 0.5 second to close time for widths up to 42" and 1.0 second close time for widths over 42". Times are from closed to fully open or fully open to fully closed.

1. Door Closing Force - Door closing force is measured at rest with the doors between 1/3 and 2/3 closed. Door closing force shall be no more than 30 lbf.
2. Door opening and closing shall be smooth and quiet, with smooth stops at the extremes of travel. Car and hoistway doors shall open flush with entrance jambs.
3. Stopping Zone – Stopping zone is the measured variation in inches in vertical distance between the car sill and the landing sill when the car has stopped under any load condition Stopping accuracy shall be $\pm 1/4$ inches.
4. Speed - Variance from rated speed, regardless of load, shall not exceed the following in either the up or down direction:
 - 1) 3% for closed loop equipment
 - 2) 5% for open loop equipment
 - 3) 10% for hydraulic equipment
5. Acceleration and Deceleration – Elevator car acceleration and deceleration shall be smooth, with no noticeable “steps” or bumps to increase or reduce speed, and no objectionable vibration.

6. Car Ride Quality and Noise – All elevators shall be maintained and adjusted to meet the performance requirements per the original specifications for the equipment at each site and within the following parameters:

- 1) Horizontal acceleration within the cars during all riding and door operating conditions shall not exceed 15 mg peak to peak for gearless elevators and 20 mg peak to peak for geared elevators, in the 1-10 Hz range. Measurement criteria shall be ISO 8041, peak -to-peak vs. A95 standard.
- 2) Vertical acceleration and deceleration shall be constant and not exceed 4 feet/second/second with an initial ramp between 0.5 and 0.75 seconds.
- 3) Sustained jerk shall not exceed 6 feet/second³.

Measured noise levels in any moving car outside the leveling zone shall not exceed 55 dBA under any condition including ventilation blower or fan on highest speed. Measured noise levels in the car within the leveling zone or when the car is stopped shall not exceed 60 dBA. There shall be no discernible sound in the elevator car from the machine, pump unit, ropes, sheaves, motor generator sets, platforms, cab walls, or car guides unless it is mutually determined by Contractor and Burlington that such sounds are attributable to the design of the equipment (provided such design exception shall not apply to the extent that Contractor has provided design or redesign Services under this Agreement or a related agreement).

Elevator Contractor Monthly Maintenance Hours and Year One Billing per Elevator
 Purchaser’s special request for overtime service on specific elevators with hour requirements

Location: Pikes Peak Library District, Colorado Springs, CO			
Elevator ID	Elevator Contractor Minimum Monthly Maintenance Hrs.	Purchaser’s Requested Overtime Maintenance Hrs.	Total Annual Hours
B21251	0	.....
C99808	0	.....
B25797	0	.....
C99807	0	.....
C87260	0	.....
B25794	0	.....
E85346	0	.....
Subtotals

APPENDIX B -
EXTENT AND SCOPE OF SERVICES – SMALL PARTS, LUBRICATE AND SURVEY SERVICE (PLS)

Address	Equipment	Details	Permit Number
1175 Chapel Hills Drive	Giant Lift Vertical Reciprocating Conveyance	4000 lb.	B33676
2418 W Pikes Peak Ave.	Garaventa Genesis Wheelchair lift	750 lb. capacity / 17 fpm / 2 landings	I99172
20 N Cascade Ave.	Matot Dumbwaiter	400 lb. capacity	B25798

2.1 MAINTENANCE HOURS AND PROCEDURES - SMALL PARTS, LUBRICATE & SURVEY SERVICE (PLS)

- a. Small Parts, Lubricate & Survey Service (PLS): Quarterly examine, clean, lubricate, adjust, and as conditions warrant, repair or replace small parts. Consistently maintain machine rooms, hoist ways, pits, car tops, and equipment in or on these areas in a clean condition.
1. Quarterly (Four (4) visits per calendar year) Contractor shall visually inspect, operate, clean, lubricate and provide minor adjustments.
 2. Contactor shall lubricate all equipment as recommended by original equipment manufacturer.
 3. When, as a result of examination or testing of the equipment, Contractor identifies corrective action is required exceeding the PLS requirements, Contractor shall immediately contact Purchaser and advise nature of problem and estimated cost for repair. When authorized by Purchaser, Contractor shall proceed expeditiously to make required repairs and replacements. If Contractor believes such work is not Contractor's responsibility, a written report signed by Contractor shall be delivered to Purchaser for further action with exception of a safety or potential safety situation, in which case, Contractor shall expeditiously correct the problem.
 4. Contractor shall schedule, coordinate, and complete all statutory tests as required for each piece of equipment as identified in Section 14325 Appendix F- Code-Mandated Tests. Contractor shall schedule said tests in the presence of local enforcing authority and/or persons designated by Purchaser. Scheduling difficulties shall not exempt Contractor from performing tests in compliance with applicable Code or regulatory requirements.
 5. Contractor shall make "Periodic Inspections and Tests" at no additional cost to Purchaser in accordance with the more stringent of the requirements of ASME A18.1 or the AHJ based upon specific equipment type.

Location: Pikes Peak Library District, Colorado Springs, CO			
Elevator ID	Elevator Contractor Minimum Monthly Maintenance Hrs.	Purchaser's Requested Overtime Maintenance Hrs.	Total Annual Hours
B33676	0	.....
I99172	0	.....
B25798	0	.....

APPENDIX C -
DEFINITIONS

The words or phrases shown below, which appear in this Agreement, are defined as follows.

- A. AHJ: Authority Having Jurisdiction
- B. Pro-active: Acting in anticipation of future problems, needs, or changes.
- C. Full: Complete, especially in detail, number, or duration; all that is wanted, needed, or possible.
- D. Preventive: To anticipate or act ahead of; to keep from happening.
- E. Maintain / Maintenance: Keep in an existing state. Preserve from failure or decline.
- F. Timely Replacement: Adequate inventory of commonly used spare parts and other components for elevators available within 4 hours.
- G. Tenant Sensitive Items: Anything concerning the elevators that tenants can see, hear, or feel.
- H. Callback: Any request by Property personnel for elevator service assistance, and those requests which elevator industry jargon would describe as a "callback."
- I. Mean Time Between Failures: The average time between out of service and return to service. This is calculated as the total time out of service / number of out of service events. In the context of this Agreement, refers to Mean Time Between Callbacks.
- J. Repair Time Total: Cumulative time for all repairs over the last twelve months or a set calendar twelve-month period.
- K. Availability: Considers equipment down time vs. maximum equipment up time or usage time. This is calculated as "maximum availability - down time/maximum availability - 100" and is expressed as a percentage. The higher the percentage, the better the performance is. This percentage is only calculated vs. the time in the building or facility when the equipment is required to support building activity. The evaluation considers actual equipment availability vs. potential 100% availability.
- L. Entrapments: An out of service elevator with passengers in the cab requiring the Contractor or other emergency personnel to release the passengers.
- M. Rebuild: To repair, especially to dismantle, rewind, machine and or reassemble with new parts.
- N. Fabricate: To construct or manufacture from prepared, standard, or custom components.

APPENDIX D -
EXTENT AND SCOPE OF SERVICES

- A. Pro-Active Full Preventive Maintenance: Contractor shall regularly and systematically, on a continuous basis, examine, clean, lubricate and adjust the vertical transportation equipment and provide unlimited callback service during regular working hours and, as conditions warrant, in accordance with accepted industry standards and the applicable manufacturer's published specifications and technical field notes, including those published internally within the manufacturer's organization, repair or replace all portions of the equipment, except those specifically excluded, including but not limited to the work and coverage described hereinafter.
- B. Elevators:
1. Basic Elevator Scope: The services shall include all work and materials expressly required under this Agreement or reasonably inferred, whether or not expressly stated herein, including, but not limited to the following:
 - a. Hoist machines, including worms, gears, thrust bearings, drive sheaves, drive sheave shafts and shaft bearings, tachometers, brake assemblies and pulleys, and all other components and parts of the machine and brake;
 - b. Hoist motors and power conversion devices, including motor windings, field coils, rotating elements (including armatures and commutators), brushes, brush holders, motor bearings, and all other related components and parts;
 - c. Controllers, selectors and dispatching equipment, including all micro-processor and/or solid state components, relays, resistors, capacitors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, encoders, tach generators, steel selector tapes (or cables), mechanical and electrical driving equipment, and all other related components and parts;
 - d. Governors, including governor sheave shaft assemblies, bearings, contacts, governors' jaws, and all other related components or parts;
 - e. Rope brake devices, secondary braking devices,
 - f. Car and counterweight safeties, including actuating mechanisms, jaws, and all other related components and parts;
 - g. Hoistway equipment, including deflector or secondary sheaves and sheave bearings, car and counterweight guide rails (excluding replacement), top and bottom limit switches, counterweights and counterweight guide shoes including rollers or sliding gibs, inductors, cams, tapes and all other related components and parts;
 - h. Hoistway entrance equipment, including hoistway door interlocks, hangers, hanger covers and tracks, hoistway door drive assemblies including vanes, drive blocks, clutches, pick-up assemblies and bearings, bottom door guides, auxiliary door closing devices (including cables, sheaves, and arms), door restrictor devices, and all other related components and parts;
 - i. Car and hoistway door gibs, including their attachments to the door panels.
 - j. Car equipment, including car guide assemblies, guide rollers or sliding car guides, car door restrictors, car top exhaust fan or blowers, car top 2:1 sheaves, load weighing or sensing switches, car top inspection stations, car top and bottom lights, car frames, car platforms, and all other related components and parts;
 - k. Car door operators, including door drive chains, sheaves or belts, car door hangers, hanger covers and rollers, car door contacts, all door protective devices (including screen type detectors, proximity edges, mechanical safe edges and light rays), and all other related components and parts;
 - l. Pit equipment, including car and counterweight buffers, tape sheave assemblies, governor rope pit tension sheave assemblies, compensating rope sheave

- assemblies or other pit mounted compensation guides, pit lights, and light fixtures including re-lamping (bulbs furnished by Purchaser), and all other related components and parts;
- m. Alarm bells, emergency stop switches, emergency car lights, and batteries;
 - n. Car operating panels and their attachments to return panels, hall call pushbutton stations, car, and corridor signals and fixtures (including lighted surrounds or buttons), visual and audible signaling devices, remote status panels and switches, and all other related components and parts;
 - o. Hoist, compensating, and governor ropes or belts and their fastening means, and all other similar or related components and parts;
 - p. Seismic Devices, including seismic switches and contacts, derailment devices, and all other related components and parts.
 - q. Hydraulic: Elevator pump, motor, motor windings, roped hydraulic cables, governors, plunger single or multi-stage, all plunger packings, V-belts, strainers, valves, mufflers, Victaulic fittings, seals, pit oil return units, emergency return unit, oil coolers, emergency return unit and battery.
2. Additional Elevator Scope of Work:
- a. Treat all motor windings, as needed, with proper insulating compound that has been approved by the motor manufacturers. Replace any cracked or badly worn field coil windings.
 - b. Keep all car tops, pits, and hoistways clean and free from dirt, oil, lint, debris, and stored items, and maintain each machine room in clean, neat condition.
 - c. Renew all wire ropes or hoisting belts as often as is necessary to maintain an adequate factor of safety. Maintain equal tension on all hoisting ropes or belts, and, where appropriate, shorten any hoisting device as necessary to provide continued safe operation and maintain normal traction.
 - d. Keep all wire ropes, hoisting belts, and guide rails clean and free from dirt, lint, rust, or accumulated grease, and keep rail shanks properly painted.
 - e. Repair or replace conductor cables and hoistway and machine room elevator wiring to prevent shutdowns and provide uninterrupted operation of elevator signals and uninterrupted elevator operation.
 - f. Disassemble machine brakes annually (unless otherwise agreed in writing), check for and replace worn parts, clean all retained parts, reassemble, lubricate, and adjust for proper operation.
 - g. Affix by stencil painting, and maintain the appropriate elevator numbers on the car crossheads and on all equipment components in the machine rooms and pits, including hoist machines, motor generators, governors, control cabinets, buffers, and compensation sheave assemblies. These numbers shall be a minimum of 1½" high except on the governor or compensation sheave assembly, which may be less if a suitable flat surface of 1½" is not available.
 - h. Repair damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment.
 - i. Replace burned out light tubes or bulbs, furnished by Purchaser, in all machine room and pit light fixtures. Replacement of car light bulbs or tubes shall be Purchaser's responsibility when accessibility is possible using standard hand tools from inside elevator cab.
 - j. Maintain the emergency telephone, telephone buttons, button contacts, speakers, and wiring from the machine room junction box, in a fully operational condition. Also maintain wiring for the car telephones from the cars to the machine room junction boxes.
 - 1) 24/7 monitoring of the emergency communication devices per code requirements.
 - k. Maintain, in fully operational condition, the complete Elevator Status or Monitoring Panels in the main lobby Security Desk, and the complete elevator panel in the Fire Command Center, including all lenses, lights, switches, and all associated wiring from the panels to the machine room junction boxes.

- I. Maintain, in fully operational condition, Elite type Elevator Position Indicators,
 - 1) Any panel(s) that include integral elevator information within the display.
 - m. Maintain the emergency telephone buttons, button contacts, speakers, and wiring to the machine room junction box, in a fully operational condition. Also maintain wiring for the car telephones from the cars to the machine room junction boxes.
 - n. Maintain, in fully operational condition, the complete Elevator Status or Monitoring Panels in the main lobby Security Desk, and the complete elevator panel in the Fire Command Center, including all lenses, lights, switches, and all associated wiring from the panels to the machine room junction boxes.
3. Additional Services:
- a. Cleaning:
 - 1) Contractor shall clean elevator equipment, machine rooms, and pit floors at regular intervals sufficient in frequency to maintain a professional appearance, prevent tracking of dirt, oil, grease, or carbon dust from car tops, pits or machine rooms onto carpeted areas, and to preserve the life of the equipment.
 - 2) Contractor shall not be responsible for cleaning any equipment made necessary by events beyond its reasonable control or as a result of improper janitorial or building maintenance functions. Unusual conditions, such as on-going construction or "build-out" in the building may be reviewed with Purchaser to determine responsibility for cleaning.
 - b. Painting:
 - 1) Paint all elevator machine room, hoistway, and pit equipment and all car tops at intervals frequent enough to maintain a professional appearance, prevent rusting, and preserve the equipment. Car tops, and floors in machine rooms, machinery spaces, and pits shall be maintained and painted with a low VOC paint including the color additive "Deck Gray" or other suitable color if approved by Purchaser.
 - 2) All paint shall be suitable for the purpose intended and shall be high quality. Application of the paint shall, in all circumstance, comply with current ASME, OSHA, and applicable local codes. Contractor shall schedule all painting procedures with Purchaser.
 - c. Lubrication:
 - 1) Lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.
 - 2) Lubricants, cleaning fluids and all combustible liquid shall be stored in metal cabinets in the machine room and shall be disposed of in accordance with OSHA and EPA guidelines. MSDS data sheets shall be posted as required.
 - d. Adjustment: Adjust the equipment as necessary:
 - 1) To the specifications found in this agreement.
 - 2) When required to maintain performance standards specified in this Agreement.
 - 3) When necessary to preserve the useful life of a part or assembly.
 - 4) When necessary to prevent or eliminate Tenant Sensitive items from becoming adversely noticeable to building's tenants.
 - 5) Additionally, Contractor shall check and adjust the elevator dispatching systems and make necessary tests at such intervals as are required to ensure all systems are operating properly. If required to complete such system checks, this work shall be completed during overtime at no additional cost to Purchaser.

- e. Repairs and Replacements: Make repairs and/or replace all worn, damaged, or broken parts or components. Parts or components requiring repair shall be rebuilt to “as new” condition. Parts or components shall be replaced:
 - 1) When worn beyond normal adjustment limits.
 - 2) When necessary to ensure continued normal operation.
 - 3) When necessary to extend the useful life of the elevators or any of their components.
 - 4) When necessary to continue safe, dependable operation in accordance with ASME A17.1 and A17.2 Code.
 - 5) When necessary to continue performance of the equipment in accordance with its original design.
 - 6) When necessary to maintain the performance standards specified in this Agreement, including the elevator performance, smoothness, and quietness of operation.
 - 7) When more than one elevator requires repair, Purchaser, upon consultation with Contractor, shall establish priorities of accomplishment.
- f. Manufacturers’ Parts and Lubricants: In performing the Services, Contractor agrees to provide parts used by manufacturers of the equipment for replacement or repair, and to use lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by Purchaser.
- g. Adequate Parts and Parts Storage:
 - 1) Contractor shall maintain an adequate inventory of spare parts and components to permit timely replacement and repairs without delay. All parts, materials, lubricants, rags, cleaning fluids, combustible liquids, and other materials and supplies shall be kept and stored in U.L. rated metal cabinets, provided by Contractor, properly secured, in each machine room, unless code required clearances would be violated by the presence of such cabinets. All materials and supplies kept in these cabinets shall be neatly arranged, and cabinet doors shall be left in the fully closed position after each visit.
 - 2) Cabinets shall be sufficient in number and size to store all parts, materials, and supplies out of sight. No parts, materials, or supplies shall be stored on top of cabinets, on the floors, or any other place where they are visible.
- h. Prompt Corrective Action: When, as a result of an examination, a need for corrective action is apparent and the corrective action is within the scope of Contractor’s responsibility, Contractor shall proceed immediately to make such replacements, repairs, and/or corrections. If Contractor reasonably believes the corrective action is not within the scope of Contractor’s responsibility, and no safety or potential safety problem exists, Contractor shall deliver a written report to Purchaser within seven days of the examination. If a safety or potential safety problem exists, Contractor shall immediately take corrective action at the least possible expense to Purchaser, regardless of scope of responsibility, and make a prompt written report to Purchaser.

APPENDIX E -
CODE-MANDATED TESTS

- A. Contractor shall schedule, coordinate, and complete statutory Category 1, 3 and 5 tests and other equipment tests including but not limited to:
- B. Annual no load slow speed test of car and buffers.
 - 1. Five-year, full load, full speed test of car and buffers.
 - 2. Annual pressure relief tests on hydraulic elevators.
- C. Contractor shall schedule, coordinate, and complete all statutory tests. Contractor shall schedule said tests in the presence of local enforcing authority and/or persons designated by Purchaser. Scheduling difficulties shall not exempt Contractor from performing tests in compliance with applicable Code or regulatory requirements.
- D. Contractor shall make "Periodic Inspections and Tests" in accordance with the more stringent of the requirements of ASME A17.1 or the AHJ.
- E. Contractor shall provide not fewer than five business days' prior notification to Purchaser of its intention to perform Category 5 rated speed, rated load tests such that a representative of Purchaser may witness the tests. Written reports of all "Periodic" tests shall be submitted to Purchaser. The Agreement Price shall include all such required tests during regular hours.
- F. The Elevator Contractor must assist with periodic inspection and testing of Standby Power Operation in accordance with the more stringent of ASME A17.1 or the AHJ. Purchaser shall conduct tests during regular hours. Should Purchaser require tests during overtime hours, the additional costs for tests performed in overtime shall be paid by Purchaser in accordance with Section 00310 Item 1.7 of this Agreement. If the elevators systems fail to work correctly during the testing procedure the elevator contractor shall make necessary corrections and be present at the next test to assure proper operation at no charge to the customer. The base hours spent providing this assistance during this overtime testing may be credited against the minimum hours required by Section 14325 Appendix A of this Agreement.
- G. Category 1 and Category 3 tests shall be performed during regular hours. Category 5 tests shall also be scheduled during regular working hours. Should Purchaser require tests during overtime hours, the additional costs for tests performed in overtime shall be paid by Purchaser in accordance with Section 00310 Item 1.7 of this Agreement.
- H. Contractor shall affix metal tags for all Category 1 and 5 tests in accordance with ASME A17.1-2004 or later, adopted by the AHJ.
- I. Contractor shall complete and submit all documentation required of elevator service provider by AHJ.
- J. Contractor is responsible for ensuring all equipment included under Agreement is free and clear of all violations whether those violations are the result of AHJ-required testing or other inspections.
- K. Contractor's failure to execute statutory tests mandated by either national Codes or local jurisdictions or regulations within thirty calendar days of required time constraint shall make the Contractor responsible for any fines assessed by the AHJ. In the event the AHJ places the elevator out of service or levies a fine because of missed statutory tests, no additional costs shall be paid by Purchaser. To prevent missed required testing, the contractor shall schedule said tests in a timely manner with the building management.

- L. Before performing tests of the elevators, Contractor shall take all reasonable steps to verify that the equipment is in a safe condition for testing, shall check appropriate clearances, and shall adhere to best practices in making the tests, including all safety procedures in general use by the Contractor or published by the Contractor or manufacturer of the equipment.

- M. Contractor shall be responsible for damages to elevator components as a result of any AHJ/Code required test.
 - 1. This includes but is not limited to the following components:
 - a. Machine(s), Buffer(s), Sheave(s), Ropes, Safety devices
 - 2. Interior finishes are EXCLUDED from the contractor's responsibility.

APPENDIX F -
NOT USED

APPENDIX G -
CONTRACTOR'S PREVENTIVE MAINTENANCE
SCHEDULE AND MAINTENANCE CONTROL PROGRAM

Contractor to insert MCP Here

APPENDIX H -
SAMPLE MAINTENANCE LOG

APPENDIX I -
SAMPLE CALLBACK LOG

CALLBACK LOG

Date	Unit #	Time of Call	Person Reporting Issue	Time Mech. Arrive at Building	Date/Time Unit Back into Service

Date	Unit #	Time of Call	Person Reporting Issue	Time Mech. Arrive at Building	Date/Time Unit Back into Service

Description of the Problem:
Resolution Description from Mechanic:

Description of the Problem:
Resolution Description from Mechanic: